



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 17, 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)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

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

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

- 5. PRESENTATIONS**

[5a.](#) Three Rivers VFW Post #1324 donation to the Oregon City Police Department

- 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.](#) Website Design and Development Contract with CivicPlus

[7b.](#) Public Works Wastewater Division Property Acquisition Proposal

[7c.](#) Amendment to IT Managed Services Contract with Polar Systems

[7d.](#) Public Improvement Contract with T Bailey, Inc. for the Henrici Reservoir Rehabilitation Project (CI 21-017)

[7e.](#) Mayor's Monarch Butterfly Pledge

[7f.](#) Minutes of the July 25, 2016 Joint Work Session with the Planning Commission

[7g.](#) Minutes of the January 19, 2022 Regular Meeting

[7h.](#) Minutes for the May 4, 2022 Regular Meeting

[7i.](#) Minutes of the May 18, 2022 Regular Meeting

8. PUBLIC HEARINGS

[8a.](#) Resolution No. 22-29, Rescinding Resolution No. 13-27 and Adopting a New Oregon City Street Tree Species List

9. GENERAL BUSINESS

[9a.](#) Request for Leave of Absence by Commissioner O'Donnell

[9b.](#) Clackamette Park Master Plan

[9c.](#) Second Reading of Ordinance No. 21-1013, An Ordinance Withdrawing Territory from the Clackamas River Water District

[9d.](#) Second Reading of Ordinance 22-1004, Amendments to Chapter 17.04 Definitions and Chapter 17.42 Flood Management Overlay District of the Oregon City Municipal Code (LEG 22-00002)

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** MM/DD/202Y
From: Position Title First and Last Name (i.e. City Recorder Kattie Riggs)

SUBJECT:

Three Rivers VFW Post #1324 donation to the Oregon City Police Department

EXECUTIVE SUMMARY:

The Three Rivers VFW Post #1324 will present a \$5,000 donation to the Oregon City Police Department for exclusive use to provide services to houseless veterans residing in Oregon City.

BACKGROUND:

The Oregon City Police Department will kindly accept a donation of \$5,000 from the local Three Rivers VFW Post #1324 chapter. This donation will be for the exclusive use of providing services to local houseless veterans residing in Oregon City.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: David Knoll IT Manager

Agenda Date: 8/17/2022

SUBJECT:

Website Design and Development Contract with CivicPlus

STAFF RECOMMENDATION:

Staff recommends approval of a Website Design and Development contract with CivicPlus.

EXECUTIVE SUMMARY:

The City website was last redesigned in 2016. A website update was identified in both the 2020 Commission goals and in the IT Strategic Plan. The general goals were to create a more dynamic and engaging website. Budget was allocated for this purpose.

BACKGROUND:

The City currently uses a Municode-hosted website, who provides government websites. Recently, Municode was purchased by CivicPlus, an even larger government website service provider. CivicPlus was identified as the best fit for a City website upgrade. The two proposals for CivicEngage (Website) and CivicOptimize (Workflow tools) are included.. CivicPlus can provide a seamless migration of our existing platform to a modern, engaging experience.

CivicPlus is a contracted vendor of the purchasing cooperative TIPS (*The Interlocal Purchasing System*) of which Oregon City is, also, a member. The Master Services Agreement with TIPS allows the City to engage with CivicPlus as a cooperating vendor for cost-sharing purposes.

OPTIONS:

1. Approve CivicEngage and CivicOptimize
2. Approve CivicEngage but decline the CivicOptimize option
3. Request more information from staff to bring back at a future meeting

4. Deny the recommendation

BUDGET IMPACT:

Amount: 2-year cost:
\$139,482 (Year 1: \$103,915; Year 2: \$35,567)
(CivicEngage: \$99,047; CivicOptimize: \$40,435)

FY(s): 2022-2023, 2023-2024

Funding Source(s): 100-170-6290

Attached:
CivicEngage Proposal
CivicOptimize Proposal
TIPS Oregon City Contract
TIPS CivicPlus EDGAR compliance document


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-27908-1

Date:

8/5/2022 11:39 AM

Expires On:

8/31/2022

Product:

CivicOptimize

Client:

Oregon City OR - CivicOptimize

Bill To:

Oregon City OR - CivicOptimize

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x7852224856	grover@civicplus.com		Net 30

CivicOptimize - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Productivity Starter Package	Productivity Starter Package	
1.00	Productivity Starter System Annual Fee	Productivity Starter System Annual Fee: 50 staff app users; 15,000 app user submissions / month; Data Manager: 10 enabled forms/ app/ 5 app users	Renewable
1.00	Power Automate Integration	Power Automate Integration	Renewable
1.00	Productivity System Set-Up	Productivity System Set-Up: Up to five (5) hours form development (Forms Templates or Custom); App Graphics (Icon & Banner); up to two (2) hours training	
5.00	Productivity Custom Form Development (1h)	Productivity Custom Form Development (1h)	One-time
1.00	Productivity Custom App Banner	Productivity Custom App Banner	One-time
1.00	Productivity System Training (2h, virtual)	Productivity System Training (up to 2h, virtual)	One-time
1.00	Productivity Custom App Icon	Productivity Custom App Icon	One-time
1.00	Productivity Standard Implementation Services	Standard Implementation: The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution. Up to 32 hours services.	One-time
1.00	Productivity Approvals Workflow	Productivity Approvals Workflow	Renewable
Total Investment - Year 1		USD 23,334.85	
Annual Recurring Services - Year 2		USD 17,100.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work, and The Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to three years from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced 12 months from signing and every 12 months thereafter. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service.
5. Client understands CivicPlus shall have no obligation to provide the Services or maintain Client data, information or other material after this SOW is terminated or if Client's accounts are past due and unpaid, as set forth in the MSA.
6. Client's use of the Services is subject to the Acceptable Use Policy set forth at <https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy>.
7. Client has reviewed the Service Tier options attached to this SOW as Addendum 1 and understands the features and functionality included with the Client's selected option. Addendum 1 attached hereto is intended to inform Client of inclusions and limitations of the Service Tier selected. Client relies on its own skill and judgment in selecting the appropriate Service Tier and acknowledges that it has received no promise, guarantee, representation, warranty or undertaking regarding profitability or any consequence or benefit to be obtained from the Service.
8. Client understands and agrees that the Client is solely responsible for the content and type of data stored for its end users and/or constituents. CivicPlus implements industry standard data protection for stored data; however, the Productivity services contracted for herein (the "Services") are not intended to store personally identifiable information ("PII"), personal health information ("PHI"), payment card industry information ("PCI") or any other financial data. CivicPlus strongly discourages Client from soliciting and storing PII and PHI within the Services and prohibits Client from soliciting and storing any PCI or any other financial data within the system. CivicPlus cannot monitor and control Client's actions; therefore, in the event Client solicits and stores any PII, PHI, PCI or other financial data, it is at Client's sole discretion and risk. Client as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
9. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CIVICPLUS MAKES NO REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE CLIENT WITH RESPECT TO ANY TECHNOLOGY OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Product Packages

Choose the product package level that is right for the organization, defined by the **number of users** and **additional functionality** necessary.

Package differentiators

- Packages include unlimited back-end system [team members](#).
- Packages are differentiated by the number of front-end [authenticated app users](#) and [app user submissions](#). An authenticated app user is a user who will securely sign in to utilize the platform.
- Packages included unlimited [Citizen/public end-users](#) and submissions. These users are not required to sign in to view, access, or complete forms are not considered authenticated app users.

	Product Level	FORMS™	BASE	STARTER	BUSINESS	ENTERPRISE	UNLIMITED
	Form and App creation	unlimited forms	unlimited	unlimited	unlimited	unlimited	unlimited
	Citizen Users/Submissions	unlimited	unlimited	unlimited	unlimited	unlimited	unlimited
	Authenticated App Users	n/a	n/a	50	250	1,000	unlimited
	Authenticated App User Submissions/month	n/a	n/a	15,000	50,000	100,000	unlimited
	System Environments	n/a	3	5	unlimited	unlimited	unlimited
SYSTEM	Management Console	Y	Y	Y	Y	Y	Y
	User Management	Y	Y	Y	Y	Y	Y
	Analytics Dashboard	Y	Y	Y	Y	Y	Y
	High-Availability Infrastructure	Y	Y	Y	Y	Y	Y
	Enterprise-level Hosting & Security	Y	Y	Y	Y	Y	Y
FUNCTION	Create no-code forms, info pages	Y	Y	Y	Y	Y	Y
	Deploy as FaaS	Y	Y	Y	Y	Y	Y
	Generate and publish PWAs (Apps)	N	Y	Y	Y	Y	Y
	Generate form submission PDF	Y	Y	Y	Y	Y	Y
	Offline mode	Y	Y	Y	Y	Y	Y
DEV TOOLS	SDK	N	N	Y	Y	Y	Y
	CLI Tools - custom API hosting	N	N	Y	Y	Y	Y
	CLI Tools - web or CDN hosting	N	N	Y	Y	Y	Y
	Webhooks for Form Submission	N	N	Y	Y	Y	Y
ADDITIONAL	CP Solution Integrations (available)	Y	Y	Y	Y	Y	Y
	External Systems Integrations (available)***	N	N ¹	\$	\$	\$	\$
	External Systems Integrations - Custom	N	N	\$	\$	\$	\$
	Custom Domain Name	n/a	\$	\$	Y	Y	Y
	Approvals Workflow	N	\$	Y	Y	Y	Y
	Scheduling	N	1 provider / \$	10 providers	50 providers	250 providers	unlimited
SOLUTIONS	Volunteer	n/a	\$	\$	\$	\$	\$

**Forms only sold with EngageEvo, or as packaged with other platform products (i.e. HCMS, CP Pay, CP Mobile).

*** External Systems Integrations (available): see [Integrations Section](#).

\$ indicates additional fee

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL
Street Address	
Address 2	
City	State Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.	
Emergency Contact & Mobile Phone	
Emergency Contact & Mobile Phone	
Emergency Contact & Mobile Phone	
Billing Contact	E-Mail
Phone	Ext. Fax
Billing Address	
Address 2	
City	State Postal Code
Tax ID #	Sales Tax Exempt #
Billing Terms	Account Rep
Info Required on Invoice (PO or Job #)	
Are you utilizing any external funding for your project (ex. FEMA, CARES):	
Y [] or N []	
Please list all external sources:	
Contract Contact	Email
Phone	Ext. Fax
Project Contact	Email
Phone	Ext. Fax

TIPS Membership Agreement

For use when an Interlocal governmental agreement is not required by statute to be approved by the governing bodies of the entities. (NOT VALID IN TEXAS FOR GOVERNMENTAL ENTITIES)

Purpose:

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases through TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

Disclaimer:

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non-performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

Term:

This Agreement (hereinafter the "Agreement") shall be effectively immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

The Interlocal Purchasing System Program (TIPS) agrees to:

- 1) Provide for the organizational and administrative structure of the program.
- 2) Provide staff necessary for efficient operation of the program.
- 3) Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
- 4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
- 5) Provide members with procedures for ordering, delivery and billing.
- 6) Maintain filing system for all bidding procedure requirements.
- 7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

The TIPS Member Entity agrees to:

- 1) Commitment to participate in the program by an authorized signature on membership forms.

- 2) Designation of primary contact and technology contact for entity.
- 3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
- 4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.
- 5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
- 6) Pay awarded vendors in a timely manner for all goods and services received.
- 7) Follow the terms and conditions of the awarded contracts.
- 8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Choice of Law and Venue:

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to

convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Remedies:

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Clackams, County, OR or a site agreed in writing by the parties.

Camp

Alternative Dispute Resolution:

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Clackams, County, OR agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Authority:

I affirm that by submitting this agreement to TIPS, that I am an authorized signatory to act for and bind the entity I am registering at this time.

Member Agency: Oregon City Public Library

Change of Venue: County:Clackams State:OR

Denise Butcher
Authorizing Agent: **Denise Butcher**

Membership Date: 08/23/2021

Lead Agency: Region 8 Education Service Center

Authorized Signature: **Dr. David Fitts**

Title: Executive Director


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:
Product:

Q-27904-1

8/5/2022 11:21 AM

8/31/2022

CivicEngage

Client:

Oregon City OR - CivicEngage

Bill To:

Oregon City OR - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x7852224856	grover@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https://www.orcity.org/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.orcity.org/)	Renewable
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	One-time
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable
1,000.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.	

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee	Renewable
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation	One-time
1.00	AudioEye Managed	AudioEye Managed: (https://www.orcity.org/)	Renewable
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting 1/2 day block - CivicEngage	One-time
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable

List Price - Year 1 Total	USD 135,692.00
Total Investment - Year 1	USD 80,580.50
Annual Recurring Services - Year 2	USD 18,467.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work, and The Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to three years days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced 12 months from signing and every 12 months thereafter. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. **If** a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional v.

ation of third-party software. Recurring Redesigns are eligible for the website, subsite,

PD 06.01.2015-0048

Page 2 of 5

and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
8. Client understands that the services contracted for herein (the "Services") do not collect, and CivicPlus discourages Client from soliciting and collecting, any personally identifiable information ("PII"), personal health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control Client's actions; therefore, in the event Client solicits and stores any PII, PHI, PCI or other financial data, it is at Client's sole discretion and risk. Client as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
9. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CIVICPLUS MAKES NO REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE CLIENT WITH RESPECT TO ANY TECHNOLOGY OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.
10. Client agrees to use the Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service.
11. Client understands that the Services must crawl over Client's entire site and scrape information for successful performance. Client shall be solely responsible for obtaining permission from any third-party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to Client or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in this SOW is for one domain, limited to ten crawled websites, if Client requires more domains or crawled websites, please reach out to your CivicPlus representative.
12. Notwithstanding anything to the contrary, CivicPlus and/or its partners shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client data and data derived therefrom), and CivicPlus and/or its partners will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL
Street Address	
Address 2	
City	State Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.	
Emergency Contact & Mobile Phone	
Emergency Contact & Mobile Phone	
Emergency Contact & Mobile Phone	
Billing Contact	E-Mail
Phone	Ext. Fax
Billing Address	
Address 2	
City	State Postal Code
Tax ID #	Sales Tax Exempt #
Billing Terms	Account Rep
Info Required on Invoice (PO or Job #)	
Are you utilizing any external funding for your project (ex. FEMA, CARES):	
Y [] or N []	
Please list all external sources:	
Contract Contact	Email
Phone	Ext. Fax
Project Contact	Email
Phone	Ext. Fax

**AUDIOEYE MANAGED
STATEMENT OF WORK**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Oregon City, Oregon ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Client**CivicPlus**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

1. TERM

The duration of this AudioEye Platform Subscription and SOW is approximately 12 months, commencing on or about the Effective Date.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	Subscription Cost
AudioEye Managed	\$3,500 per domain
Total Subscription Cost*	\$3,500 per domain*

*Recurring subscription pricing is subject to an annual 5% increase.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

Upon execution of The Parties agree pricing herein is included with, and not in addition to, pricing described in Quote Q-27904-1 to which this SOW is attached.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client

<https://orccity.org/>

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ **Billing Address 1:** _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ **Billing Address 1:** _____
(if different from billing email address provided above)

City: _____ **State/Zip:** _____

Payment Method: _____

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- | | |
|--|-------------------------|
| • Arabic | • Greek (Greece) |
| • Cantonese (Hong Kong S.A.R.) | • Hungarian (Hungary) |
| • Catalan (Catalan) | • Italian (Italy) |
| • Chinese (Taiwan) | • Japanese (Japan) |
| • Chinese (People's Republic of China) | • Korean (Korea) |
| • Czech (Czech Republic) | • Norwegian (Norway) |
| • Danish (Denmark) | • Polish (Poland) |
| • Dutch (Netherlands) | • Portuguese (Portugal) |
| • English (United States) | • Portuguese (Brazil) |
| • English (United Kingdom) | • Russian (Russia) |
| • Finnish (Finland) | • Spanish (Spain) |
| • French (France) | • Spanish (Mexico) |
| • French (Canada) | • Swedish (Sweden) |
| • German (Germany) | |

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

7. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.



A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is **not EDGAR compliant**. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract **to the extent a cooperative can do so**, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 08/17/2022

SUBJECT:

Public Works Wastewater Division Property Acquisition Proposal

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of property and existing residence at 408 S McLoughlin Boulevard.

EXECUTIVE SUMMARY:

The Public Works Sewer and Stormwater Division owns and operates the Canemah Pump Stations and the Coffee Creek Drainage System. The City owned site is small, and combined with the existing utilities leaves little room for future work. Recently, the small neighboring property also came up for sale. Staff is recommending that the City Commission approve a sales agreement for 408 S McLoughlin Blvd. in the amount of \$205,000.

BACKGROUND:

The existing Canemah Pump Station is the City's highest rated capacity pump station, rated at over 1200 gallons per minute. The pump station received a major upgrade in 1994. The original pump station construction date is unknown but is thought to have been built in the 1950's. The site is so small that a permanent backup generator was never added, and we continue to use a portable generator when the power fails. Power loss in the Canemah Neighborhood occurs quite often in the winter, so our current operational practice is to park our trailer-mounted generator in the driveway.

The pump station site is next door to 408 S McLoughlin Boulevard and is separated by a 12-foot-wide alley. The alley ROW includes a 36-inch diameter buried storm line and an adjacent 8-inch buried sanitary sewer line.

City ownership of the neighboring parcel would ensure that any future maintenance or reconstruction work can be completed without impacting a private owner. Ownership would also ensure adequate space for a separate standby generator building.

Ownership alleviates potential conflicts with someone owning the home and being overwhelmed with noise from the generator or routine access by City staff.

OPTIONS:

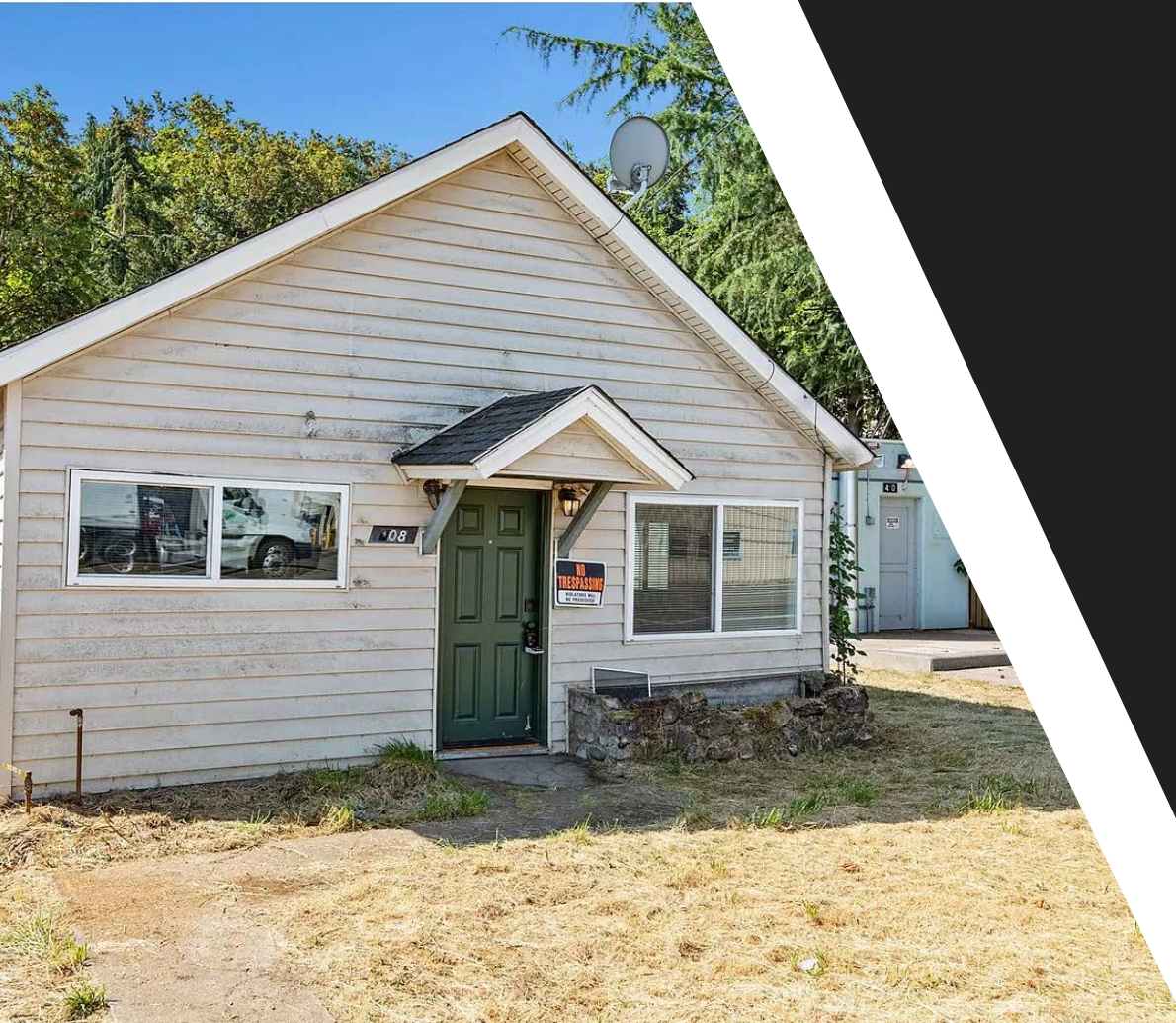
1. Authorize the City Manager to proceed with the purchase of 408 S McLoughlin Blvd.
2. Authorize the City Manager to proceed with the purchase with specific modifications.
3. Deny the purchase request.

BUDGET IMPACT:

Amount: \$205,000

FY(s): 2022-23

Funding Source(s): Sanitary Sewer Fund



408 S. McLoughlin Proposed Property Acquisition

Presented by

John Lewis, Public Works Director

August 9, 2022

Property Statistics:

- Location: 408 S. McLoughlin
- Built: 1908 or 1914
- House Square Footage: 922
- 2 bedroom, 1 bath
- City sewer and water
- Lot size: 2,820 square feet (0.06 acres)
- Assessor Assessed Value \$95,860
- Assessor Total Market Value: \$219,758
- Zoning: HC / Comp Plan: MUC
- Canemah National Register District: noncontributing
- Inside an Opportunity Zone
- This property abuts the City owned parcel that contains the Canemah Wastewater Pump Station.



Item 7b.



408 S. McLoughlin

Property Justification:

- Room for future pump station upgrades.
- Space for an on-site generator.
- Better access to the creek inlet.
- Parking space for City vehicles while performing maintenance on the pump station.
- Improved access for 36-inch storm and 8-inch sewer both located between the pump station and this home
- Staging area when the pump station gets upgraded.
- Alleviates potential conflicts with someone owning the home and being inundated with noise from the generator.



Item 7b.



408 S. McLoughlin

A photograph of a residential property. In the background, a single-story house with light-colored horizontal siding and a brown gabled roof is visible. A chain-link fence runs across the middle ground. In the foreground, there is a large, rectangular concrete structure, possibly a storm drain or well, which is heavily covered in green moss and algae. A metal grate made of vertical bars is leaning against the top of this structure. The ground around the structure is dirt and covered with fallen leaves. To the left, there is a large tree and a white structure, possibly a shed or garage. The sky is clear and blue.





Sales Comparison:

\$125,000 0-2,999SF

Status: **Pending**

List Date: 7/27/2022

DOM: 1

Acres: 0.06

402 PROMENADE ST Oregon City, OR 97045 

Unit #:

XST/Dir: 4th and High St

Property Details:

Property Type: Single Family Residence

Additional Parcels: /

County: [Clackamas](#)

Subdivision:

Internet:

Lot Size: 0 to 2,999 SqFt

Seller Disclosure: Disclosure

Open House:

Upcoming Open House:

Area: 146

Zoning: R7

Tax ID: 00573230,,

Manufactured House Okay:

CC&Rs: N

Legal: 2 OREGON CITY PT LT 4 BLK 32



Item 7b.



408 S. McLoughlin

Page 36

PROPERTY REPORT

408 S Mccloughlin Blvd, Oregon City, OR 97045



Presented by
Kelli Upkes | Realtor
Oregon Real Estate License: 201204058



Work: (503) 292-4336 | Mobile: (971) 219-1613

Main: kelli@pickupkes.com
Agent: www.pickupkes.com

Realty Solutions
8142 SW Beaverton Hillsdale
Portland, OR 97225

408 S McLoughlin Blvd, Oregon City, OR 97045



Legend: Subject Property

● Active • New, Active: 7/29/2022

List Price

\$199,000

Active Date: 7/29/2022
Listing ID: 22048098

Current Estimated Value

\$368,000

Last AVM Update: 7/20/2022

AVM Est. Range: \$228K – \$508K

AVM Confidence: ★☆☆☆☆

↓ AVM Change - Last 1 Month: -\$1,000

↑ AVM Change - Last 12 Months: 19.86%

Your Comp Analysis

\$344,506

Last Edited: 8/4/2022

\$374 Price per Sq. Ft.

Your Comp Analysis Range

\$250K – \$441K

This report contains data and information that is publicly available and/or licensed from third parties and is provided to you on an "as is" and "as available" basis. The information is not verified or guaranteed. Neither this report nor the estimated value of a property is an appraisal of the property. Any valuation shown in this report has been generated by use of proprietary computer software that assembles publicly available property records and certain proprietary data to arrive at an approximate estimate of a property's value. Some portions of this report may have been provided by an RPR user; RPR is not responsible for any content provided by its users. RPR and its information providers shall not be liable for any claim or loss resulting from the content of, or errors or omissions in, information contained in this report.

Home Facts

Public Remarks

Little slice of nature in the heart of Oregon City! This home features 2 bed/1 bath and an open floor plan! Minutes to downtown OC and easy access to I-205. Enjoy the sounds of the calming creek in the backyard. Schedule a private showing today!

Home Facts	Public Facts	Listing Facts	Realtor Refinements
Property Type	Single Family	Single Family	–
Property Subtype	Single Family Residential	Single Family Residence	–
Bedrooms	2	2	–
Total Baths	1	1	–
Full Baths	1	1	–
Partial Baths	–	–	–
Living Area (sq ft)	922	922	–
Lot Size	–	2,613 sqft	–
Year Built	1940	1940	–
Roofing	Composition Shingle	–	–
Heating	Baseboard	Baseboard	–
Foundation	Other	–	–
Exterior Walls	Other	Wood Siding	–
Number of Stories	1	1	–

Property Photos





Comparative Analysis

1

Confirm the Property Facts

Your realtor confirmed the property facts for this property so they could be used in selecting homes.



Confirmed

2

Average of Comps

Comps form the foundation of this analysis. Your agent has selected key comps for you to review.

\$379,864

Range: \$263K – \$491K
(or \$412 per sq. ft.)

3

Adjustments

Your agent has some insight into how your home relates to these comps that have adjusted the result.

-\$35,358

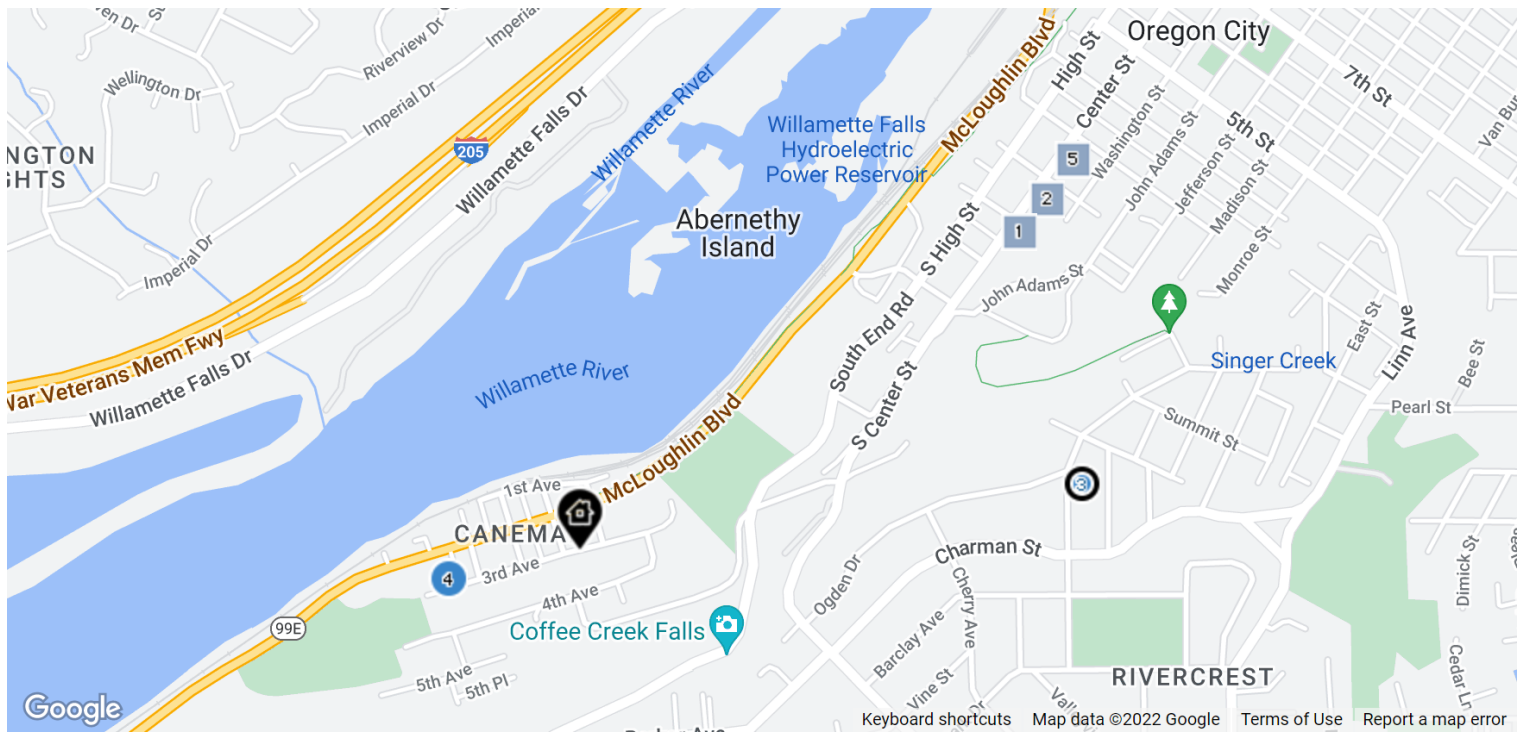
4

Adjusted Value

\$344,506

Range: \$250K – \$441K
(or \$374 per sq. ft.)
Last Updated: 8/4/2022

Comps and Adjustments



LEGEND: Subject Property Pending For Sale or For Lease Distressed Recent Sale Off Market

This Property



Active

408 S McLoughlin Blvd
Oregon City, OR 97045

Proxim.	Days in RPR	Date	Amount	\$/sq ft Living Area	Lot Size	Beds	Baths	Built
—	6 days	—	—	\$216 922 sqft	2,613 sqft	2	1	1940

Listings



Pending

634 Brighton Ave
Oregon City, OR 97045

Address	Proxim.	Days in RPR	Date	Amount	\$/sq ft Living Area	Lot Size	Beds	Baths	Built	Comp vs Subject
634 Brighton Ave Oregon City, OR 97045	.61 Mi. E	21 days	7/14/2022 List Date	\$410,000 List Price	\$532 770 sqft	4,791 sqft	2	1	1935	Better



Active

715 3rd Ave
Oregon City, OR 97045

715 3rd Ave Oregon City, OR 97045	.18 Mi. W	34 days	7/1/2022 List Date	\$385,000 List Price	\$522 737 sqft	4,791 sqft	2	1	1935	Better
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Properties Off Market

Address	Proxim.	Days in RPR	Date	Amount	\$/sq ft Living Area	Lot Size	Beds	Baths	Built	Comp vs Subject
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Closed

106 S Center St
Oregon City, OR 97045

.64 Mi. NE 70 days 10/27/2021
Closed Date

\$275,000
Closed Price

\$285 965 sqft 3,484 sqft 2 1 1915 Better



Closed

118 Center St
Oregon City, OR 97045

.69 Mi. NE 64 days 11/12/2021
Closed Date

\$315,000
Closed Price

\$332 948 sqft 3,484 sqft 2 1 1917 Better



Closed

216 Center St
Oregon City, OR 97045

.74 Mi. NE — 7/20/2022
Estimate Date Est. Value

\$353,550 \$389 908 sqft — 2 1 1910 Better

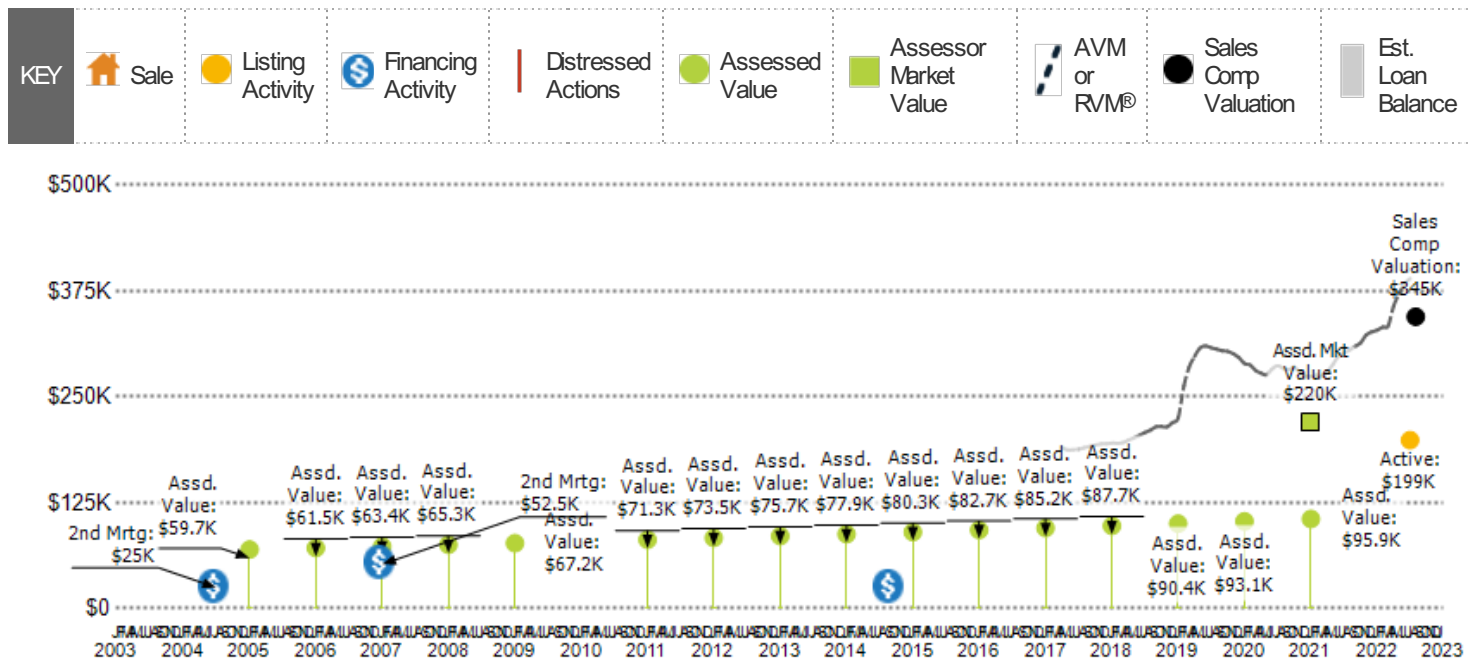
Property History

Assessed Values

Date	Improvements	Land	Total	Tax
2021	—	—	\$95,860	\$1,731
2020	—	—	\$93,068	\$1,682
2019	—	—	\$90,358	\$1,646
2018	—	—	\$87,726	\$1,565
2017	—	—	\$85,171	\$1,478
2016	—	—	\$82,690	\$1,496
2015	—	—	\$80,282	\$1,459
2014	—	—	\$77,944	\$1,417
2013	—	—	\$75,674	\$1,376
2012	—	—	\$73,470	—
2011	—	—	\$71,330	\$1,277
2009	—	—	\$67,235	—
2008	—	—	\$65,277	—
2007	—	—	\$63,376	—
2006	—	—	\$61,530	—
2005	—	—	\$59,738	—

Sales and Financing Activity

This chart shows a property's sales and financing history. It can be used to compare the value of the property as seen by public records, such as deeds and tax records, with the estimated home value. Actions taken against the owner, such as the issuance of a Notice of Default, are noted. Sales activity, such as listing date and price reductions, are highlighted.



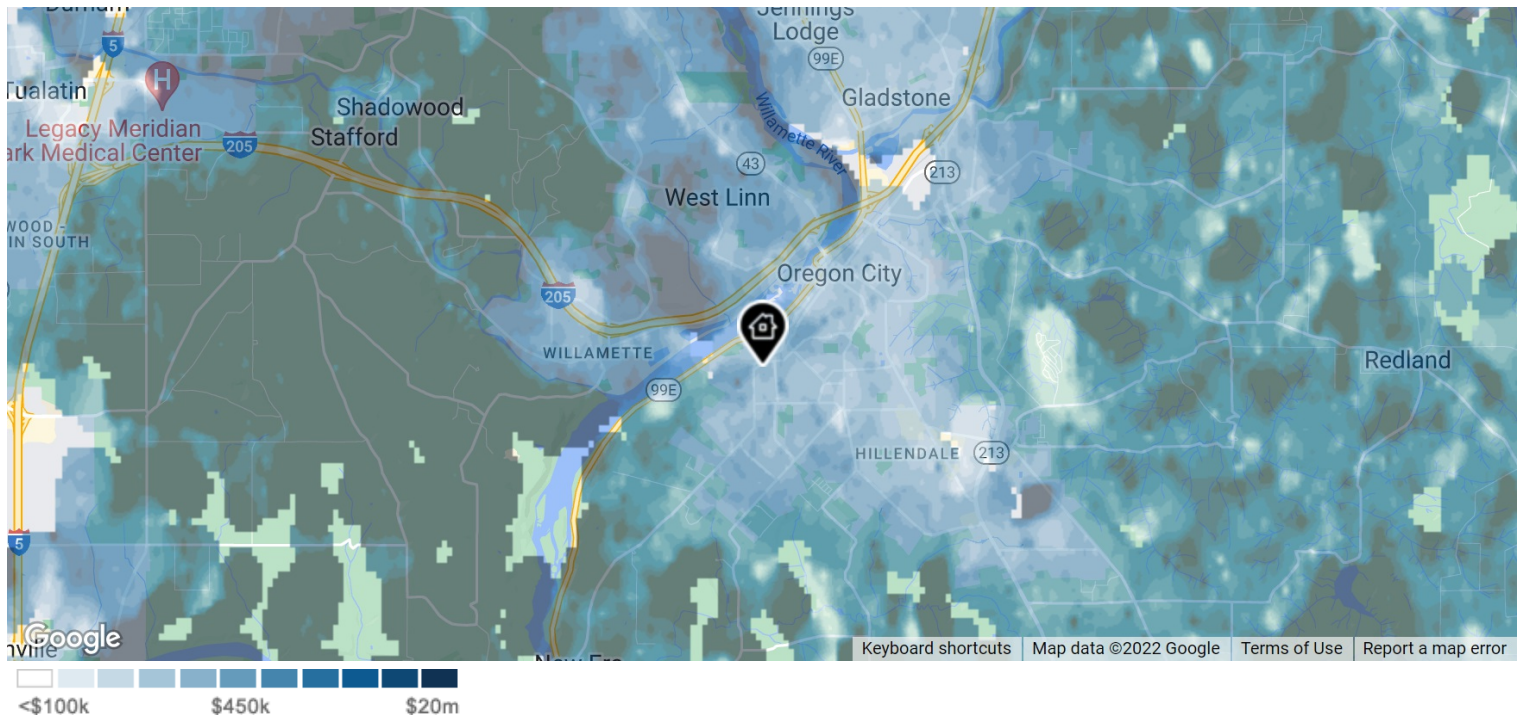
Data Source: Public Record and Listing data

Update Frequency: Valuations are updated twice monthly; actions on the home, such as listing activity or distressed property notices, are updated daily as made available from public records sources

Price Change History

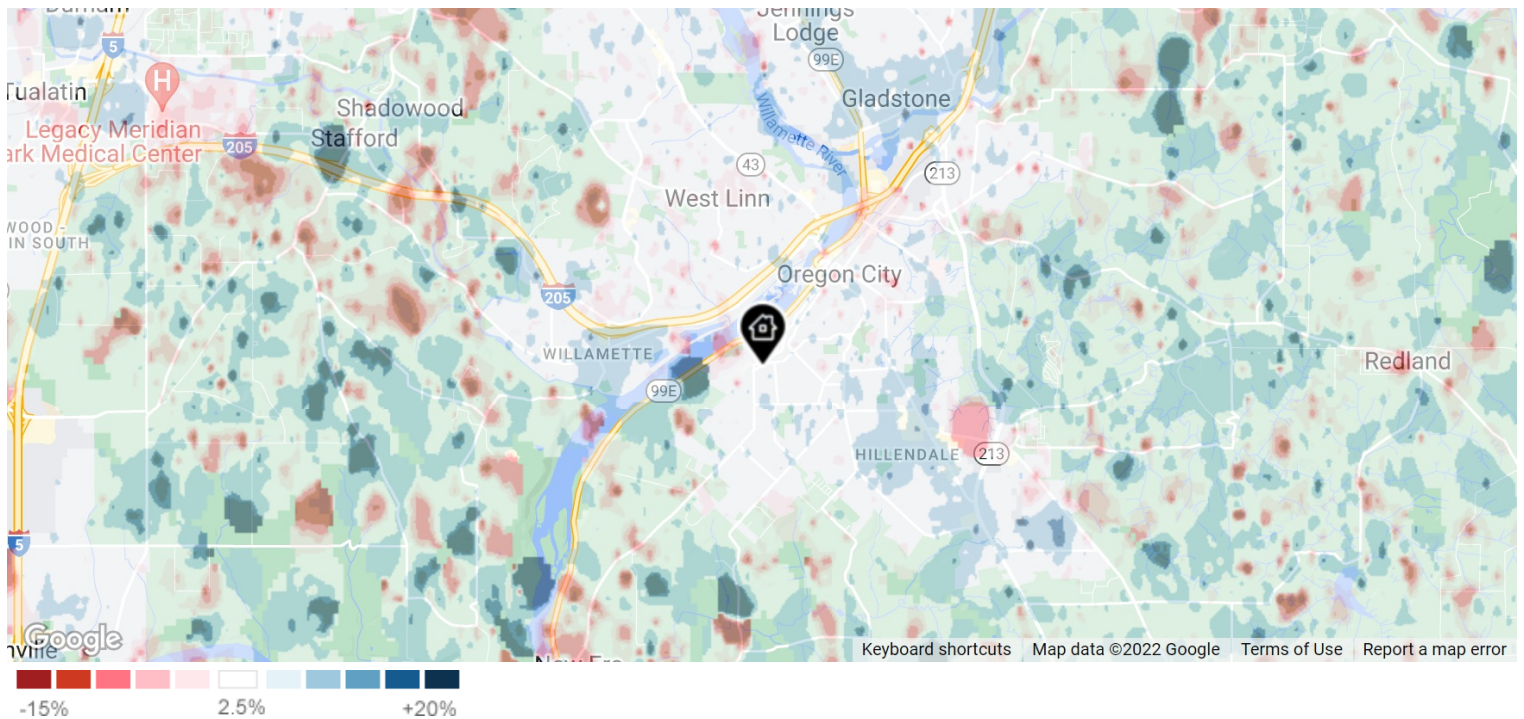
Change Date	Description	New List Price	% Change
7/29/2022	Active	\$199,000	—

Estimated Home Values



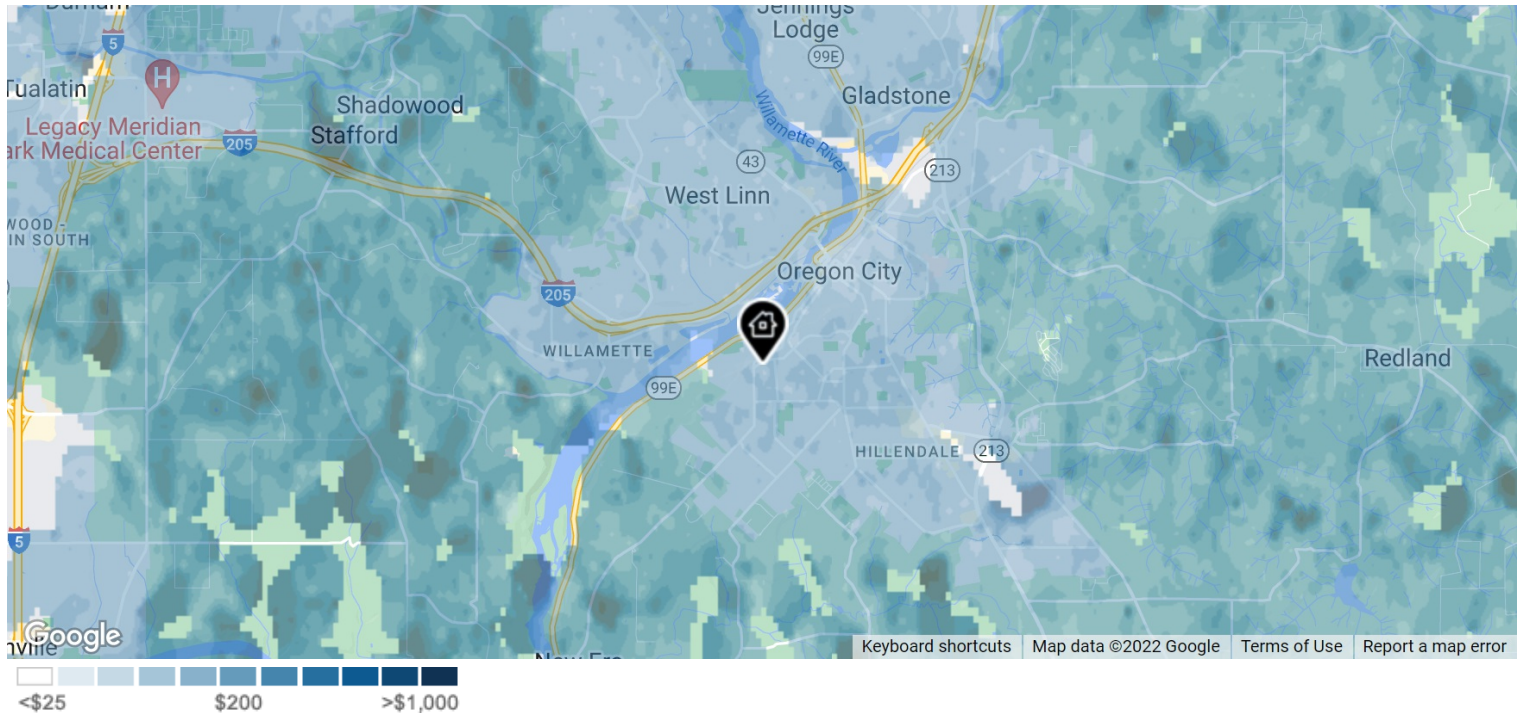
This map layer shows the average estimated home values, based on the AVMs and RVMS® for properties in an area. Source(s): Public records and MLS data where licensed.

12-Month Change in Estimated Value



This map layer shows the change in estimated home values over the past 12 months, based on the AVMs and RVMS® for properties in an area. Source(s): Public records and MLS data where licensed.

Estimated Value per Square Foot

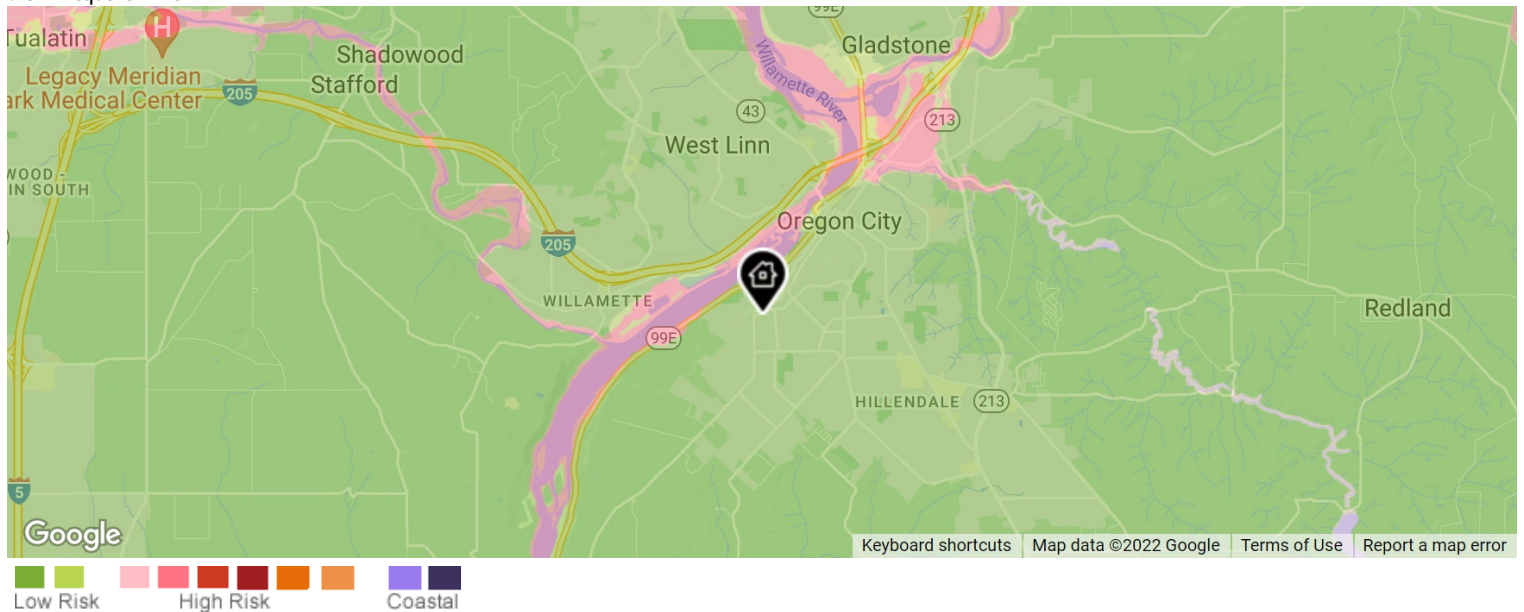


This map layer shows average estimated value per square foot of homes, based on the AVMs and RVMs® for properties in an area. Source(s): Public records and MLS data where licensed.

Flood Zone

This property is in Flood Zone: X (unshaded), Low Risk

Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.



This map layer shows an area's flood zone designation as determined by the Federal Emergency Management Agency (FEMA). A high-risk area has a 1 percent or greater annual chance of flooding and a 26 percent chance of flooding over the life of a 30-year mortgage. High-risk areas are red or orange. The coast areas, shown in purple, are also considered high risk. Green areas are low to moderate risk. A moderate-risk area is between risk limits of a 100-year and 500-year flood. White areas are undetermined, and all other areas are considered no or low risk. For more details on the categories of flood risk, see <http://support.nampr.com/entries/319901-what-is-the-flood-zone-heat-map>. Source(s): FEMA; updated Annually.

Neighborhood: Housing Stats and Charts

	97045	Clackamas County	Oregon	USA
Median Estimated Home Value	\$609K	\$627K	\$522K	\$344K
Estimated Home Value 12-Month Change	+16.5%	+17.3%	+16.3%	+25.4%
Median List Price	\$625K	\$695K	\$560K	—
List Price 1-Month Change	-3%	-0.6%	+1.8%	—
List Price 12-Month Change	-7.4%	+6.9%	+9.8%	—
Median Home Age	40	40	46	42
Own	75%	71%	62%	64%
Rent	25%	29%	38%	36%
\$ Value of All Buildings for which Permits Were Issued	—	\$523M	\$4.07B	\$307B
% Change in Permits for All Buildings	—	+2%	-1%	+13%
% Change in \$ Value for All Buildings	—	+8%	-9%	+10%

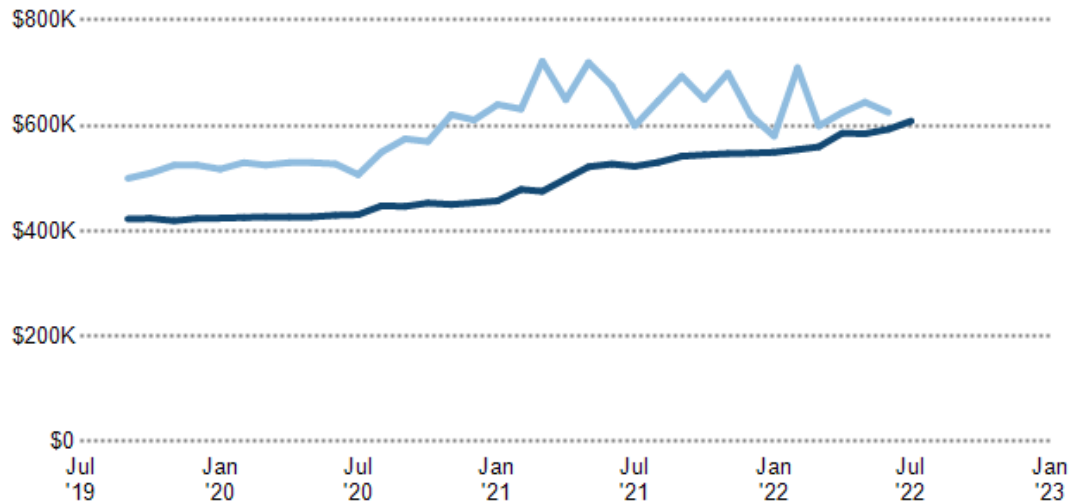
Median Estimated Home Value vs. Median Listing Price

This chart compares a ZIP code's median estimated home value with the median listing price of Active listings. Estimated home values are generated by a valuation model and are not formal appraisals.

Data Source: Public Record and Listing data

Update Frequency: Monthly

■ Median Estimated Value
■ Median List Price



Median Sales Price vs. Sales Volume

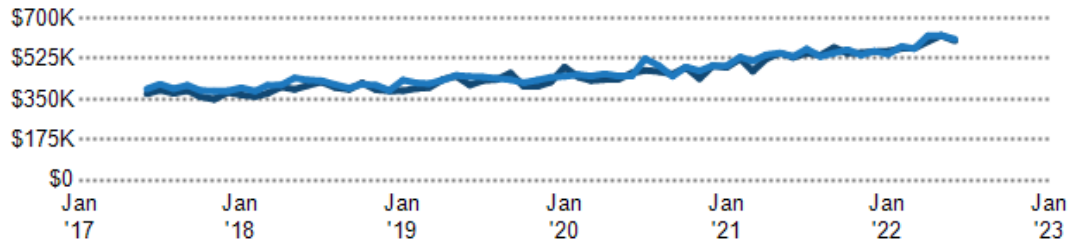
This chart compares the listings and public records sales price trend and sales volume for homes in an area.

Data Source: Public Record and Listing data

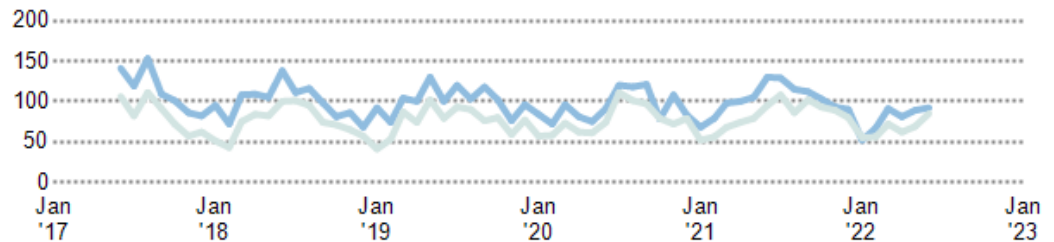
Update Frequency: Monthly

- Median Sales Price Public Records
- Median Sales Price Listings
- Sales Volume Public Records
- Sales Volume Listings

Median Sales Price



Sales Volume



Median Listing Price vs. Listing Volume

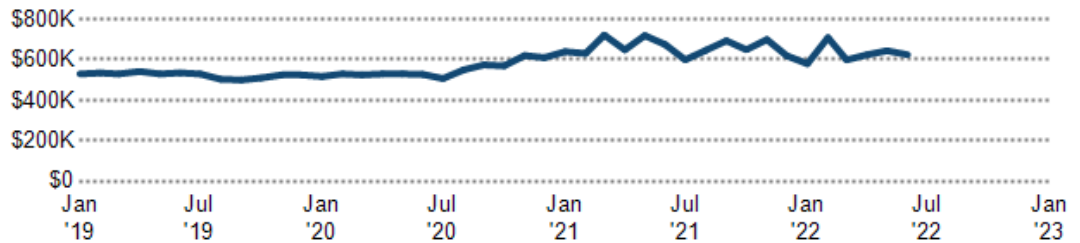
This chart compares the listings and public records sales price trend and sales volume for homes in an area.

Data Source: Public Record and Listing data

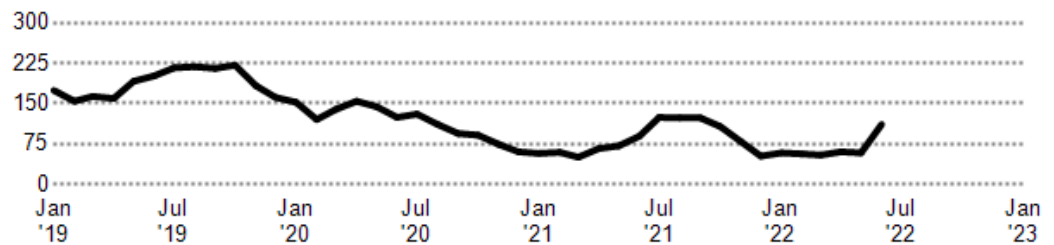
Update Frequency: Monthly

- Median List Price
- Listing Volume

Median List Price



Listing Volume



Listing Inventory

This chart shows the number of For Sale listings in a ZIP code by Property Type.

Data Source: On- and off-market listings sources

Update Frequency: Daily

- ZIP Count Listings by Property Type



Median Sales Price by Square Footage

This chart shows the median price of homes reported sold in the past six months, according to the size of the living space (square footage sourced from public records). The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as non-disclosure states) or provided in range format.

Data Source: Public records and MLS data where licensed

Update Frequency: Monthly

■ This House
■ Comps

This House

922 sq. ft.

\$368,000

Comps

1,000 - 1,200 sq. ft.

\$410,000

< 1,000 sq. ft.

\$382,850

Price per Bedroom of Homes Sold

This chart shows the distribution of homes reported sold in the past six months at different prices per bedroom in the area of your search. The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as a non-disclosure state) or provided in range format.

Data Source: Public records and MLS data where licensed

Update Frequency: Monthly

■ This House
■ Comps

This House

\$184K

1

Comps

\$200K - \$225K

2

\$175K - \$200K

2

Price per Square Foot of Homes Sold

This chart shows the distribution of homes reported sold in the past three months at different prices per square foot.

Data Source: Public records data

Update Frequency: Daily

■ This House
■ Comps

This House

\$399

1

Comps

\$500 - \$550

2

\$350 - \$400

2

Price Range of Homes Sold

This chart shows the distribution of homes reported sold in the past three months within different price ranges in the area of your search. The amount shown for the subject property is sold data where available, or the property's estimated value when sales data is unavailable (such as a non-disclosure state) or provided in range format.

Data Source: Public records data

Update Frequency: Daily

■ This House
■ Comps

This House

\$368K 1

Comps

\$360K - \$420K 3

\$300K - \$360K 1

Age Range of Homes Sold

This chart shows the distribution of homes reported sold in the past three months of different age ranges in the area of your search.

Data Source: Public records data

Update Frequency: Daily

■ This House
■ Comps

This House

82 yrs 1

Comps

110 - 120 yrs 1

80 - 90 yrs 2

60 - 70 yrs 1

Size of Homes Sold

This chart shows the distribution of homes reported sold in the past three months of different sizes in the area of your search.

Data Source: Public records data

Update Frequency: Daily

■ Sales Count By Living Area

> 1600 sq. ft. 168

1400 - 1600 sq. ft. 23

1200 - 1400 sq. ft. 20

1000 - 1200 sq. ft. 17

800 - 1000 sq. ft. 9

600 - 800 sq. ft. 5

400 - 600 sq. ft. 1

Number of Bedrooms in Homes Sold

This chart shows the distribution of homes reported sold in the past three months, compared by the number of bedrooms, in the area of your search.

Data Source: Public records data

Update Frequency: Daily

■ Sales Count by Bedroom

6 3

5 12

4 55

3 132

2 25

1 2

Neighborhood: People Stats and Charts

	97045	Clackamas County	Oregon	USA
Population	55.5K	410K	4.13M	325M
Population Density per Sq Mi	692	219	43	—
Population Change since 2010	+12.1%	+12.6%	+11.8%	+8.2%
Median Age	40	42	39	38
Male / Female Ratio	49%	49%	50%	49%

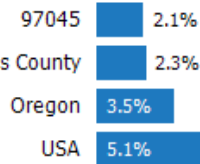
Education Levels of Population

This chart shows the educational achievement levels of adults in an area, compared with other geographies.

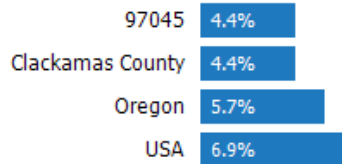
Data Source: U.S. Census American Community Survey via Esri, 2020

Update Frequency: Annually

Less Than 9th Grade



9-12th Grade/No Diploma



High School Graduate



Associate Degree



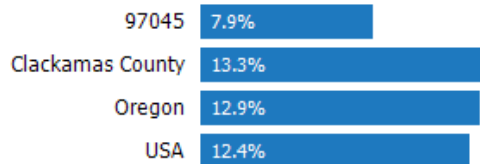
Bachelor's Degree



At Least a College Education



Grad/Professional Degree



Population of Children by Age Group

This chart shows the distribution of the population of children by age range — from birth to 17 — in the area of your search.

Data Source: U.S. Census

Update Frequency: Annually

97045



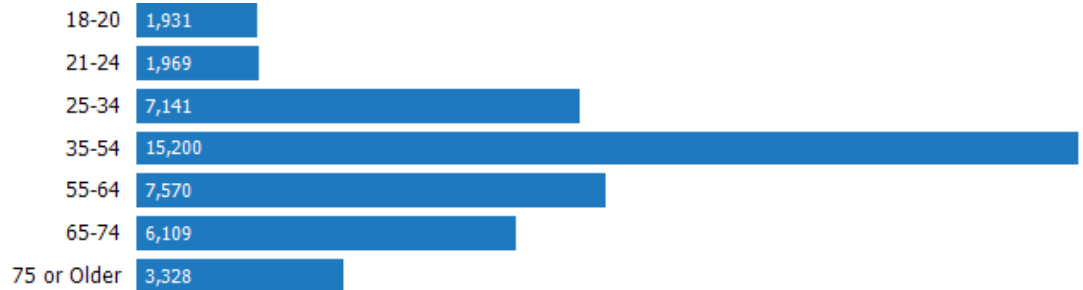
Population of Adults by Age Group

This chart shows the distribution of the population of adults by age range — from 18 to 75-plus — in the area of your search.

Data Source: U.S. Census

Update Frequency: Annually

97045



Households With Children

This chart shows the distribution of households with children, categorized by marital status, in the area of your search.

Data Source: U.S. Census

Update Frequency: Annually

97045



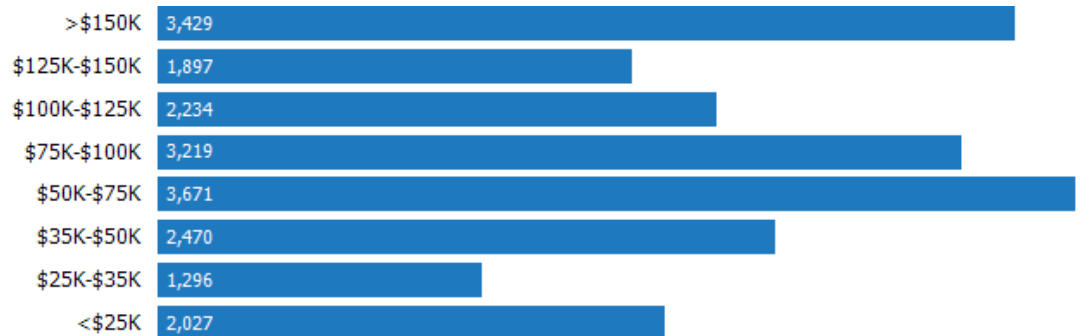
Household Income Brackets

This chart shows annual household income levels within an area.

Data Source: U.S. Census

Update Frequency: Annually

97045



Presidential Voting Pattern

This chart shows how residents of a county voted in the 2020 presidential election.

Data Source: USElectionAtlas.org

Update Frequency: Quadrennially



Neighborhood: Economic Stats and Charts

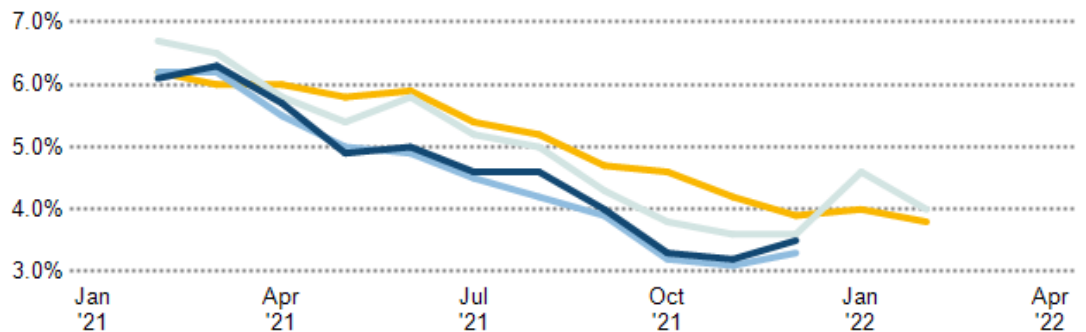
	97045	Clackamas County	Oregon	USA
Income Per Capita	\$35,601	\$41,492	\$33,763	\$34,103
Median Household Income	\$80,106	\$80,484	\$62,818	\$62,843
Unemployment Rate	—	3.3%	4%	3.8%
Unemployment Number	—	7.42K	86.9K	—
Employment Number	—	—	2.1M	—
Labor Force Number	—	227K	2.19M	—

Unemployment Rate

This chart shows the unemployment trend in the area of your search. The unemployment rate is an important driver behind the housing market.

Data Source: Bureau of Labor Statistics

Update Frequency: Monthly

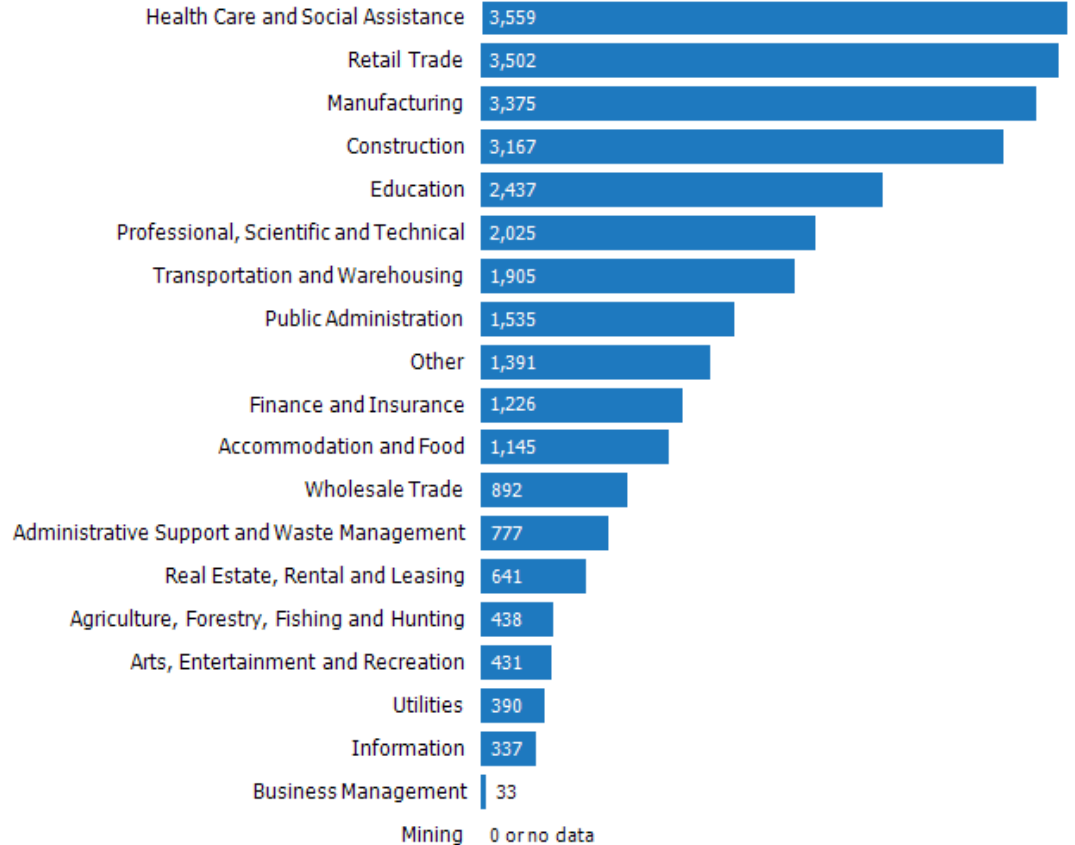


Occupational Categories

This chart shows categories of employment within an area.

Data Source: U.S. Census

Update Frequency: Annually



Neighborhood: Quality of Life Stats and Charts

Quality of Life in 97045

	97045	Clackamas County	Oregon	USA
Elevation (in feet)	472	2,101	—	—
Annual Rainfall (in inches)	46.7	70.78	32.81	—
Annual Snowfall (in inches)	4.86	42.5	39.24	—
Days of Full Sun (per year)	67	76	95	—
Travel Time to Work (in minutes)	30	29	24	27
Water Quality - Health Violations	—	0	—	—
Water Quality - Monitoring and Report Violations	—	6.7	—	—
Superfund Sites	0	1	41	2,417
Brownfield Sites	Yes	Yes	Yes	Yes

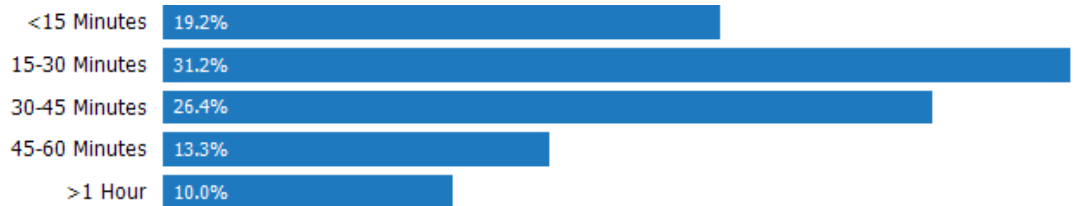
Average Commute Time

This chart shows average commute times to work, in minutes, by percentage of an area's population.

Data Source: U.S. Census

Update Frequency: Annually

97045



How People Get to Work

This chart shows the types of transportation that residents of the area you searched use for their commute.

Data Source: U.S. Census

Update Frequency: Annually



Average Monthly Temperature

This chart shows average temperatures in the area you searched.

Data Source: NOAA

Update Frequency: Annually



School: Jennings Lodge Elementary School

School Details

Name
Jennings Lodge
Elementary School

Level
Elementary

Type
Public

Grades Served
K-2

School District
Oregon City School District

Address
18521 Se River Rd,
Milwaukie, OR 97267

Phone
(503) 785-8035

School Facts

Jennings Lodge Elementary School

Overall Grade

A-

B

Total Enrollment

168

8,058

Students per Teacher

17.0:1

21.0:1

Students in Free Lunch Program

38%

33%

Academic Grade

A

B

Average GPA

—

3.51 (out of 1291
responses)

Math Proficiency

72%

39%

Reading Proficiency

77%

58%

Gifted Students

4%

—

AP Enrollments

—

—

Graduation Rate

—

84%

Average ACT Score

—

26 (out of 77 responses)

Average SAT Score

—

1,160 (out of 333
responses)

Teacher Grade

A

B+

Average Teacher Salary

\$56,724

\$56,724

Teachers in 1st or 2nd Year

13%

8%

About this data: Facts and proficiency scores are provided by Niche, which compiles scores, community reviews and other data about schools across the United States. Ratings for this school are based on the most recent available facts for each school and district. Data compiled from the U.S. Department of Education, Private School Universe Survey, Common Core Data and others.
Source: Niche Update Frequency: Quarterly

School: Gardiner Middle School

School Details

Name
Gardiner Middle School

Level
Middle

Type
Public

Grades Served
6-8

School District
Oregon City School District

Address
180 Ethel St, Oregon City,
OR 97045

Phone
(503) 785-8200

School Facts

Gardiner Middle School

–

Overall Grade

B

B

Total Enrollment

813

8,058

Students per Teacher

23.0:1

21.0:1

Students in Free Lunch Program

34%

33%

Academic Grade

B+

B

Average GPA

–

3.51 (out of 1291 responses)

Math Proficiency

39%

39%

Reading Proficiency

63%

58%

Gifted Students

7%

–

AP Enrollments

–

–

Graduation Rate

–

84%

Average ACT Score

–

26 (out of 77 responses)

Average SAT Score

–

1,160 (out of 333 responses)

Teacher Grade

B

B+

Average Teacher Salary

\$56,724

\$56,724

Teachers in 1st or 2nd Year

5%

8%

About this data: Facts and proficiency scores are provided by Niche, which compiles scores, community reviews and other data about schools across the United States. Ratings for this school are based on the most recent available facts for each school and district. Data compiled from the U.S. Department of Education, Private School Universe Survey, Common Core Data and others.
Source: Niche Update Frequency: Quarterly

Community Reviews for this School

Posted: 12/8/2021 by Middle School Student

Overall, a great school with amazing teachers who rly care! The school atmospere is try better than most schools in Oregon.

School: Oregon City Senior High School

School Details

Name
Oregon City Senior High School

Level
High

Type
Public

Grades Served
9-12

School District
Oregon City School District

Address
19761 S Beaver Creek Rd,
Oregon City, OR 97045

Phone
(503) 785-8900

School Facts

Oregon City Senior High School

–

Overall Grade

B+

B

Total Enrollment

2,010

8,058

Students per Teacher

25.0:1

21.0:1

Students in Free Lunch Program

26%

33%

Academic Grade

B+

B

Average GPA

3.51 (out of 1204 responses)

3.51 (out of 1291 responses)

Math Proficiency

47%

39%

Reading Proficiency

80%

58%

Gifted Students

7%

–

AP Enrollments

25%

–

Graduation Rate

91%

84%

Average ACT Score

26 (out of 72 responses)

26 (out of 77 responses)

Average SAT Score

1,150 (out of 313 responses)

1,160 (out of 333 responses)

Teacher Grade

B

B+

Average Teacher Salary

\$56,724

\$56,724

Teachers in 1st or 2nd Year

6%

8%

About this data: Facts and proficiency scores are provided by Niche, which compiles scores, community reviews and other data about schools across the United States. Ratings for this school are based on the most recent available facts for each school and district. Data compiled from the U.S. Department of Education, Private School Universe Survey, Common Core Data and others.
Source: Niche Update Frequency: Quarterly

Community Reviews for this School

Posted: 3/16/2022 by Parent

My daughter has had amazing teachers at Oregon City School District. They have been caring, supporting and inspirational. She has been given a lot of opportunities to be a leader and make a significant impact with her school community.

Posted: 3/14/2022 by Senior

I moved from a small town to Oregon City and started attending the public high school last year. Overall, my experience has been great and I'm much happier than I was at my last school. The teachers have been overall helpful and supportive, as well as more qualified than my last school. I'm impressed with the amount of help they've provided to each student, especially after the pandemic. The students was something I had to get used to, since coming from a much smaller school. However, I've met some nice people. There are definitely a lot more disrespectful students in the classroom than I've seen before, though. Also, there's been two occurrences where we have been locked in our classrooms already, but not for anything violent.

Posted: 2/7/2022 by Senior

The student body and staff are very hard-working with maintaining an enjoyable and involved environment. I love a lot of the staff and I appreciate the way that the administration is so on top of things.

Posted: 9/13/2020 by Senior

The atmosphere is that of a welcoming one, as there's always a friendly face willing to lend a hand. The teachers and administration care so deeply about us students, especially when we're in need. Throughout covid and other hardships that there simply aren't enough words for, the school has stayed in touch with us and guided us through trying times. The only downfall I've ever faced is when the district will make a major decision without talking to students and getting our feedback first, but that's not a major issue anyhow. This school has been my second home for the last three soon to be four years, and there's nowhere else I'd rather be.

Posted: 9/11/2020 by Senior

My overall experience with Oregon City High School was good. Because of the large student body, there are quite a few class options including a considerable amount of Honors and AP classes. Many of my teachers, especially those teaching more advanced classes, were extremely dedicated to the success of their students, and were willing to spend extra time after class explaining material or offer an extension when needed. The school has a pretty typical social scene, with widely attended football games in the fall and a few school dances throughout the year. There are several clubs, and students can talk to the administration and create their own if they feel inclined. As far as I know, our sports teams aren't the best, but many people I know have really enjoyed their time playing.

About RPR (Realtors Property Resource)

- Realtors Property Resource® is a wholly owned subsidiary of the National Association REALTORS®.
- RPR offers comprehensive data – including a nationwide database of 164 million properties – as well as powerful analytics and dynamic reports exclusively for members of the NAR.
- RPR's focus is giving residential and commercial real estate practitioners, brokers, and MLS and Association staff the tools they need to serve their clients.
- This report has been provided to you by a member of the NAR.



About RPR's Data

RPR generates and compiles real estate and other data from a vast array of sources. The data contained in your report includes some or all of the following:

- **Listing data** from our partner MLSs and CIEs, and related calculations, like estimated value for a property or median sales price for a local market.
- **Public records data** including tax, assessment, and deed information. Foreclosure and distressed data from public records.
- **Market conditions and forecasts** based on listing and public records data.
- **Census and employment data** from the U.S. Census and the U.S. Bureau of Labor Statistics.
- **Demographics and trends data** from Esri. The data in commercial and economic reports includes Tapestry Segmentation, which classifies U.S. residential neighborhoods into unique market segments based on socioeconomic and demographic characteristics.
- **Business data** including consumer expenditures, commercial market potential, retail marketplace, SIC and NAICS business information, and banking potential data from Esri.
- **School data and reviews** from Niche.
- **Specialty data sets** such as walkability scores, traffic counts and flood zones.

Update Frequency

- Listings and public records data are updated on a continuous basis.
- Charts and statistics calculated from listing and public records data are refreshed monthly.
- Other data sets range from daily to annual updates.

Learn more

For more information about RPR, please visit RPR's public website: <https://blog.narrpr.com>





FINAL AGENCY ACKNOWLEDGMENT

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

Buyer's Agent(s)*: **Kelli Upkes** Oregon License # **201204058**
 is/are the agent of (select one): ☒ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: **Realty Solutions LLC** Firm License #: **201245957**
 Buyer's Agent's Office Address: **8142 SW Beaverton Hillsdale HWY Portland OR 97225**
 Phone #1: **(971) 219-1613** Phone #2: _____ E-mail: **kelli@pickupkes.com**
 Seller's Agent(s)*: **Mark Charlesworth** Oregon License # **200907037**
 is/are the agent of (select one): ☒ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: **Keller Williams PDX Central** Firm License #: **200511001**
 Seller's Agent's Office Address: **919 NE 19th Ave Portland OR 97232**
 Phone #1: **(503) 444-5868** Phone #2: _____ E-mail: **listings@markcharlesworth.com**

*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.

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

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

Buyer [Signature] Print **City of Oregon City** Date **8/4/22**
 DocuSigned by:
 Seller John Beckfield PR Print **John Beckfield PR** Date **8/4/2022 | 3:24 PM PDT**
 Seller 2F55E1CF5C2E4B6... Print _____ Date _____

RESIDENTIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM, SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND MISCELLANEOUS SECTION BELOW. NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer **City of Oregon City**
 offers to purchase from Seller _____
 the following described real property (the "Property") situated in the State of Oregon, County of **Clackamas**, and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
408 S MCLOUGHLIN BLVD, OregonCity, OR 97045
 (If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 24 - Escrow) for purposes of legal identification and conveyance of title.)
 for the "Purchase Price" (in U.S. currency) of **\$205,000.00**
 on the following terms: as earnest money, the sum of (the "Deposit") **B \$ 5000.00**
 on _____, as additional earnest money, the sum of (the "Additional Deposit") **C \$** _____
 at or before Closing, the balance of the down payment **D \$** _____
 at Closing and on delivery of the ☒ **Deed** ☐ **Contract**, the balance of the Purchase Price **E \$ 0.00 200,000.00**
 will be paid as agreed in the Financing Sections of this Agreement.

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

Buyer Initials **PP** Date _____

Seller Initials **JBPR** Date **8/4/2022**

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LINES WITH THIS SYMBOL REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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Sale Agreement # 408 McLoughlin Item 7b.

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2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (for example, remote controls, smart home features, and all keys related to the Property including mailbox, outbuilding(s), etc.) are to be left on the Property. Fixtures will include but not be limited to built-in appliances, attached floor coverings, drapery rods and curtain rods, window and door screens, storm doors and windows, system fixtures (irrigation, plumbing, ventilating, cooling and heating), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, window blinds, awnings, fences, all planted shrubs, plants, and trees, EXCEPT: **No exceptions**

3. PERSONAL PROPERTY: Only the following personal property, in "AS-IS" condition and at no stated value is included:
N/A

FINANCING

4. BALANCE OF PURCHASE PRICE (Select A or B):

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

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

- ☐ Buyer has attached the Verification to this Agreement.
☐ Buyer will provide Seller with the Verification within ____ Business Days (three [3] if not filled in) after the Effective Date.
☐ Other (Describe):

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

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

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

- ☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees).
 If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.
☐ Other (Describe):

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

Pre-Approval Letter.

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

5.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe):

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

5.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly Notify Seller, and the parties will have ____ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

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

(1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s), (ii) Buyer's income(s), (iii) Buyer's social security number(s), (iv) the Property address, (v) an estimate of the value of the Property, and (vi) the loan amount sought.

(2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly Notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.

(3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.

(4) Buyer will not replace the Lender or loan program selected in Section 4 B without Seller's written consent, which may be withheld in Seller's sole discretion.

(5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.

(6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable)

(7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

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

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

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

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

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

If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

8. ADDITIONAL FINANCING PROVISIONS (for example, Closing Costs): N/A

CONTINGENCIES

9. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title insurance company selected at Section 24 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 37(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. **If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.**

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

(Note: This Section 9 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance, which is customary in Oregon. In some areas of the United States, such a payment might be regarded as a "seller concession." Under the TILA-RESPA Integrated Disclosure ("TRID") rule, there are limitations, regulations, and disclosure requirements on "seller concessions," unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly, unless the terms of this Section 9 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under TRID.)

10. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

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

Identify Invasive Inspections: _____

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

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

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

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer may conduct inspections for informational purposes only.

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

☐ **Other Inspection Addendum:** _____

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

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

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Sale Agreement # 408 McLough

Item 7b.

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

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

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

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

CONDITION AND COMPONENTS OF THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE

Buyer Initials BF / Date 8/4/22

Seller Initials JBPR / Date 8/4/2022 8:24 PM

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CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

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

19. SMOKE/CARBON MONOXIDE DETECTORS: Within 5 Business Days (fifteen [15] if not filled in) after the Effective Date, the dwelling will have one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

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

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

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

23. ADDITIONAL PROVISIONS: This offer is contingent on confirmation by City Commissioners on or before Tuesday Aug 9th. Sellers agent to be notified first thing Wednesday morning.

offer is approved or terminated. on or before 10AM weather or not
For additional provisions, see Addendum _____

ESCROW/CLOSING

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

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

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

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RESIDENTIAL REAL ESTATE SALE AGREEMENT

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

The Deposit will be payable and deposited within 4 (three [3] if not filled in) Business Days after the Effective Date (the "Deposit Deadline") as follows (select all that apply):

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

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

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

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

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

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

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

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

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

29.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 08/12/2022 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

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

29.2 THE CLOSING DISCLOSURE: Pursuant to TRID (defined in Section 9 – Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule. **Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

29.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with Escrow prior to Closing.**

30. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning

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Sale Agreement # 408 McLough

Item 7b.

RESIDENTIAL REAL ESTATE SALE AGREEMENT

ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 9 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 41 (Offer to Purchase) below regarding forms of co-ownership.

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

If Yes (select one):

- ☒ Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00 p.m. on the date of Closing.
- ☐ Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

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

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

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

☒ by 2 a.m. ☐ p.m. on (insert date) 08/12/2022 on or before

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

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

TAXES

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

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

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

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

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

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

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

34. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (select one): ☐ is ☒ is not specially assessed for property taxes (for example, farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom.

Buyer Initials RF / Date 8/4/22

Seller Initials JBPR / Date 8/4/2022

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RESIDENTIAL REAL ESTATE SALE AGREEMENT

However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing, or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 34 (Levy of Additional Property Taxes).

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

DEFINITIONS/MISCELLANEOUS

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

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

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

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

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

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

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

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

Notice means a written statement delivered using the Notification Method described in Section 37(2) (Miscellaneous).

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

Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this Agreement.

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

37. MISCELLANEOUS:

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

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

(a) the date and time the Notice is sent by email or fax;

(b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or

(c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 40.3 (Mediation and Arbitration Involving Agents/Firms).

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

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 23 (Additional Provisions) of this Agreement.

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

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

(8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

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

DISPUTE RESOLUTION

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

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

39. EXCLUSIONS: The following will not constitute Claims:

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

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

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

40.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 40.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

41. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

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RESIDENTIAL REAL ESTATE SALE AGREEMENT



Sale Agreement # OlsontoKara Item 7b.
 Addendum # Clean Up

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counteroffer ☐ Buyer's Counteroffer ☐ Other _____

2 Buyer: City of Oregon City

3 Seller: Estate of Terry Olson

4 The real property described as: 408 S MCLOUGHLIN BLVD, Oregon City, OR 97045

5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED**
 6 **ABOVE.**

7 -Offer contingent on confirmation by City Commissioners on or before August 9th, 2022. Sellers agent to be notified on or before
 8 Wednesday August 10th, 2022 by 10am of decision. If decision is denied, sale to be terminated.

9 _____

10 -Earnest Money to be deposited on August 10th, 2022 no later than 4pm.

11 _____

12 -Close of Escrow to be on or before August 19th, 2022.

13 _____

14 -No Private well on property.

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 Buyer Signature _____ Date _____ a.m. ____ p.m. ←

City of Oregon City

28 Buyer Signature _____ Date _____ a.m. ____ p.m. ←

DocuSigned by:

29 Seller Signature John Beckfield PR Date 8/4/2022 | 3:24 PM PDT a.m. ____ p.m. ←

Estate of Terry Olson

30 Seller Signature _____ Date _____ a.m. ____ p.m. ←

31 Buyer's Agent Kelli Upkes Seller's Agent Mark Charlesworth

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CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: David Knoll, IT Manager

Agenda Date: MM/DD/202Y

SUBJECT:

Amendment to IT Managed Services contract

STAFF RECOMMENDATION:

Approve 6-month amendment to continue support under the existing IT contract

EXECUTIVE SUMMARY:

The City wishes to amend the IT support contract with Polar Systems to continue support. This amendment will extend the contract terms for 6 additional months.

BACKGROUND:

Polar Systems has provided IT managed services support to the City since 2013. Since then, the City has amended this contract several times to continue support. This extension will allow support services to continue under the existing contract and amendment terms.

OPTIONS:

1. Approve amendment to contract
2. Provide staff direction

BUDGET IMPACT:

Amount: \$52,099.20
FY(s): 2022-2023
Funding Source(s): 100-170-6004 General Fund

AMENDMENT TO PERSONAL SERVICES AGREEMENT

THIS AMENDMENT TO THE PERSONAL SERVICES AGREEMENT is entered into between CITY OF OREGON CITY ("City") and Polar Systems ("Consultant") for computer support services related to the network, desktop, and consulting activities for City users, facilities, and services as needed.

RECITALS

- a. City and Consultant entered into a personal services agreement ("PSA 13-008 IT Analysis and Support Services" and associated documents) dated June 20, 2013 for computer support services through June 30, 2015 (the "Current Agreement").
- b. The term of the Current Agreement was extended on July 1, 2015 through June 30, 2017
- c. City and Consultant modified this with an amendment in September 2017. The terms were November 1, 2017 through January 1, 2018 with a cost of \$12,035
- d. City and Consultant modified this with an amendment in December 2017. The terms were January 1, 2018 through December 31, 2018 with a cost of \$8640
- e. City and Consultant modified this with an amendment in August 2019. The terms were April 20, 2019 through June 30, 2020 with a cost of \$8640
- f. City and Consultant modified this with an amendment in July 2020. The terms were August 21, 2020 through June 30, 2021 with a cost of \$8683.20
- g. City and Consultant desire to amend the Agreement under the terms and conditions set forth below.

AGREEMENT

1. Term: The term of this Agreement, unless sooner terminated pursuant to provisions set forth in the agreement, shall begin **August 3, 2022** and continue through **January 31st, 2023**.
2. Compensation: Total monthly compensation, including reimbursement for expenses incurred, shall not exceed **\$8,683.20**.
3. Notices: City will provide Consultant 72-hour notice of meeting cancellation to avoid cancellation charge. Consultant will provide appropriate City staff written notice of an anticipated absence.
4. Scope of Work: The scope of work shall be as defined in the original Contract terms and as in Scope of Work (Exhibit A), with the following exceptions: No regular onsite hours included (September 2017 amendment) and no desktop support (December 2017 amendment).
5. Full Force and Effect: Except as provided herein, all other terms and conditions of the Agreement shall remain in Full Force and Effect.

CITY OF OREGON CITY

(FILL IN CONTRACTOR NAME)

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from July 1, 2013 until June 30, 2015, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant a total cost of \$16,380 per month for Support Services as outlined in the scope of services (Proposal Response). Total compensation, including reimbursement for expenses incurred, shall not exceed \$393,120 for two years.

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

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

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

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

To the City:

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

To Consultant:

Timothy Tragesser, President
 Polar Systems
 21890 Willamette Drive
 West Linn, OR 97068

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 20th day of June, 2013.

CITY OF OREGON CITY

POLAR SYSTEMS

By:



Title:

David W. Frasher

Title:

City Manager

DATED:

6/20, 2013

By:



Title:

TIM TRAGESSER PRESIDENT

DATED:

6/24, 2013

By:



Tony Konkol

Title:

Community Development Director

APPROVED AS TO LEGAL SUFFICIENCY:

By:



City Attorney

City of Oregon City

Information Technology Analysis and Support Services

Scope of Work – Exhibit A

Services included under the terms of this contract are as follows. **Part 1** summarizes the services to be performed as requested in the RFP: IT Network Analysis and Continued Support Services. **Part 2** addresses the selected Option B of remote and onsite services, as outlined in the RFP Response. Detail about approach and methodology is also contained in the Summary of Support Services and Project Methodology (Section 5 of RFP Proposal response).

Part 1: Services to be performed

IT Network Analysis

- Compile/update inventory of all information technology related assets
- Assess system architecture (network, LAN, WLAN, wireless) and update Network diagrams
- Assess current processes using these criteria: reliability, scalability, manageability, efficiency, remote accessibility, and security; and provide a plan for addressing any issues discovered.
- Make recommendations for improved, city-wide, IT system performance. Specifically:
 - Network and user usage optimization
 - Implementation of a virtualized environment
 - Server support and monitoring

Continued Support Services

The Contractor will work with City IT staff to provide the following services to the City of Oregon City:

Desktop Applications Support - Performs basic support functions including:

- Install workstation, server, laptop, printer drivers, and enterprise database software
- Diagnose and correcting desktop application problems
- Configure laptops and desktops for standard applications
- Identify/correct end user hardware problems
- Perform advanced troubleshooting
- Maintain an up-to-date inventory of all computer related hardware and make available to City personnel upon request
- Assist designated City personnel with software and hardware purchases
- Assist in development of software/hardware policies and procedures

Server Administration Services - Manages computer systems and networks including:

- Manage complex application, database, messaging, web and other servers, and associated hardware
- Monitor software, communications, operating systems necessary for the quality,

- security, performance, availability, recoverability, and reliability of the system
- Ensure scheduled preventive maintenance for equipment is properly and promptly performed and maintain records to City specifications
- Develop operation, administrative, and quality assurance back-up plans and procedural documentation
- Active server and MS Exchange administration
- Provide server performance and capacity management services with reporting when specified thresholds are reached
- Manage virtualized environment when implemented
- Configuration management, including changes, upgrades, patches, etc.
- SQL database administration to support specified departmental applications including upgrades, patches, etc.
- Coordinate repair and maintenance work with contracted service and ensure repairs are conducted in a timely fashion

Network Administration Services – Scope of activity includes all City network equipment including, but not limited to, switches, firewalls, routers, and other security devices.

- Primary installation and maintenance of printers, network copiers/scanners, etc.
- Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades
- Alert notifications to designated City personnel in the event of failure
- Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached
- Network performance and capacity management services, and network troubleshooting
- Maintain network documentation and procedures

Security –

- Maintenance of virus detection programs on City servers, email and all other City computers and laptops
- Perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection
- Configure City system to enable remote access in a secure environment and provide VPN administration as requested by designated City personnel
- Oversee public safety security connections for use with outside agencies. Our Police currently connect using CCom, Classweb, and Forcecom

Strategic Planning –

- Engineering, planning, and design services for major system enhancements including installations and upgrades of new or existing systems. Examples include major server upgrades, virtualization and storage system upgrades, and redesign of backup systems
- Provide technical leadership for server technology issues
- Make recommendations for future purchasing and technology needs.
- Design, install, upgrade and configuration of servers, routers, switches, and network software.

Part 2: Summary of Support Services and Project Methodology

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 above, 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 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 City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and 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 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, 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 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, 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 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 subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 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 \$1,000,000 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 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. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

(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.



Exhibit C - MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of July 1, 2013 (the "**Effective Date**"), by and between Polar Systems, Inc., with its principal address at 21890 Willamette Drive, West Linn, OR 97068 ("**Polar Systems**") and the party below ("**Client**").

Client Name:		
Billing Address:		
City:	State:	Zip:
Shipping Address:		
City:	State:	Zip:
Telephone Number:	Fax Number:	
Company Website:		
Primary Contact Name:		
Primary Contact Email:		
Accounting Contact Name:		
Accounting Contact Email:		
Company Origin Date:		
Type of Business:	Corporation ☐	LLC: ☐
	Sole Proprietorship ☐	Other:
Oregon Clients: Are you inside the city limits of Portland?	Yes ☐	No ☐
Oregon Clients: If no to above, are you outside the city limits of Portland, but within Multnomah County?	Yes ☐	No ☐
Clients outside of Oregon:		
What is your Tax Jurisdiction?		

Initial Term: July 1, 2013 to June 30, 2015

This Agreement consists of this cover page; the attached Terms and Conditions; and the following Schedule(s), which have been agreed to as of the Effective Date:

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND SCHEDULES) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

Polar Systems, Inc.

By: _____
Print Name and Title

Date: _____

Client: _____

By: _____
Print Name and Title

Date: _____

POLAR SYSTEMS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** This Agreement is between Polar Systems and the Client specified on the cover page of this Agreement. Under the terms of this Agreement, Polar Systems will use reasonable efforts to provide Client with Managed Services and other IT support services as described in one or more mutually agreed Schedules (the "**Services**"). "**Managed Services**" means Services where Polar Systems agrees to proactively monitor, manage and maintain certain IT components or services (such as servers, workstations, backup services, e-mail services, hosting services, etc.)

2. Services

(a) **Schedules.** The initial scope of Services under this Agreement is described in Schedules executed on or about the Effective Date. The parties may from time to time add to or modify the initial Services by mutual agreement. Services may be added to or modified through an agreed new Schedule or through other formal or informal means (including by means of a request by Client (made verbally, by e-mail, through a Polar Systems online portal, or otherwise) for consulting or support services outside the scope of currently ordered Services, a change order, or Client approval of a quote). Polar Systems will use reasonable efforts to confirm any informal requests for additional or modified Services by e-mail or other writing. Polar Systems is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Regular Business Hours (as defined below). In all cases, the additional or modified Services will be governed by the terms of this Agreement. The term "Schedule" hereunder refers to both a formal Schedule and to any informal document or communication that specifies the scope and fees of Services provided by Polar Systems.

(b) **Hours of Service.** Services will be provided by Polar Systems in one or more of the following windows, as agreed by the parties:

- **Regular Business Hours.** Regular Business Hours are defined as weekdays between 8:00 a.m. and 5:00 p.m. pacific time, excluding holidays on which Polar Systems is closed.
- **Extended Hours Service.** Extended Hours Service is service and support provided between the hours of 6:00 a.m. and 8:00 a.m. pacific time or between the hours of 5:00 p.m. and 8:00 p.m. pacific time, Monday through Friday, or up to four (4) hours of service and support provided between 8:00 am – 5:00 pm on Saturday.
- **After Hours Service.** After Hours Service is service and support provided between the hours of 8:00 p.m. and 6:00 a.m. pacific time Monday through Friday, all day on Sundays and holidays, before 8:00 am and after 5:00 pm pacific time on Saturday, and between 8:00 a.m. and 5:00 p.m. pacific time on Saturday after four hours of Extended Hours support and service are provided in this time frame.

(c) **Help Desk.** For Managed Services, Polar Systems will maintain a centralized "Help Desk" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into Polar Systems' client portal, sending an email or by calling via telephone, or in other methods as communicated by Polar Systems to Client from time to time. The Help Desk is typically staffed during Regular Business Hours. Help Desk support after Regular Business Hours will be provided only if agreed by the parties as indicated on a Schedule.

(d) **Start Date.** Polar Systems may specify in the Schedule an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; Polar Systems may revise an estimated start date at any time if the assumptions upon which Polar Systems relied in determining its initial estimate change the scope or magnitude of the Services, or if Client fails to provide required information, assistance, and/or decisions.

(e) **Warranty Service.** Polar Systems does not provide warranty service for any third party hardware or software unless expressly agreed in writing by Polar Systems. Client may request that Polar Systems provide certain products and services that are also covered under the manufacturer's warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on the balance of Client's manufacturers' warranty. Client is also responsible for payment for all requested products and services provided by Polar Systems related to the repair, replacement, and maintenance of third party computer hardware and software that may have been otherwise covered under the manufacturer warranties.

(f) **Compliance.** Client agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.

(g) **Restrictions.** Client shall not: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by Polar Systems in connection with the Services ("**Software**"), or attempt to do any of the foregoing.

3. Fees and Payment

(a) **Fees.** Client shall pay Polar Systems the fees and other amounts set forth in the Schedule(s). Polar Systems will deliver invoices on or shortly after the effective date of the applicable Schedule to Client for any one-time set up fee. Invoices for any recurring monthly Services fee will be delivered approximately fifteen (15) days in advance of the Services. Polar Systems may in its sole discretion require that a portion or all of the invoices for hardware and software purchases be paid in advance of Polar Systems' ordering of such hardware or software, and/or on a COD basis.

(b) **Rates; Block Time.** For Services provided that are not Managed Services, unless other arrangements are made in advance, Polar Systems' standard rates will apply, with time billed in 1 hour increments. Polar Systems may, but is not required to, provide any requested Services. A multiplier of 1.5 times the standard rate for Services will apply for Services provided during Extended Hours and a multiplier of 2 times the standard rate will apply for Services provided during After Hours. Polar Systems will use reasonable efforts to notify Client in advance of performing any additional Services. Client may acquire in advance a block of hours ("**Block Time**") to use to pay for such Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus appropriate trip charges.

(c) **Terms.** Unless otherwise set forth on the Schedule, all invoices delivered by Polar Systems will be due within ten (10) days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. All payments not submitted when due will be subject to interest at the rate of eighteen (18) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client's agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule.

(d) **Taxes.** Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Polar Systems' net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Client upon request with a correct copy of Client's tax-exempt certification.

(e) **Expenses.** Client shall reimburse Polar Systems for all reasonable out-of-pocket expenses incurred by Polar Systems in connection with this Agreement, including but not limited to travel, lodging, meals, and shipping expenses. All travel must be pre-approved by Client.

(f) **Renewals.** All fees of Polar Systems are subject to change upon renewal based on Polar Systems' current fees.

4. **Authorization to Access Client Devices.** Client hereby authorizes Polar Systems to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files & clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying Polar Systems of a restriction of remote access, connections or management activities related to any managed device.

5. **General Client Requirements.** Client will, at its own cost:

(a) Cooperate with and assist Polar Systems in the performance of the Services, and interact with Polar Systems in a professional and courteous manner.

(b) Provide all necessary information when requesting technical support. This information includes but is not limited to:

- Name of the end user experiencing issue
- Location of end user and computer
- Contact information for end user
- Detailed description of the issue

(c) If Services are performed at Client's place of business, Client agrees to furnish full and safe access to Client's network and systems for on-site activities by Polar Systems' employees, including without limitation to make necessary adjustments and changes. Client will also provide adequate parking, internet access, work space, heating and air conditioning, light, ventilation and electricity. Client also agrees: (a) to provide any security passwords necessary for Polar Systems' employees to perform requested tasks, and (b) that Polar Systems may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to Polar Systems and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to Polar Systems' willful misconduct or gross negligence.

6. **Managed Services Client Requirements.** For all Managed Services, Client will at its own cost:

(a) Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Polar Systems will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Client.

(b) Unless specifically agreed in a Schedule, maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.

(c) Notify Polar Systems upon the removal of a covered device from the network so the Polar Systems' remote management and monitoring systems can be updated.

(d) Provide necessary supplies when deemed necessary, including but not limited to printer consumables, backup tape media, and tape drive cleaning supplies.

(e) Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.

(f) Include (except to the extent that Client wishes to discuss certain aspects of Polar Systems services without Polar Systems present) its Polar Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.

(g) Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to Polar Systems.

7. **Term; Termination.**

(a) **Term.** This Agreement is effective beginning the Effective Date and continues for the length of the initial term set forth on the Cover Page. After the end of the initial term, this Agreement shall automatically renew for successive renewal terms of equal length as the initial term (provided that the maximum length of a renewal term is one (1) year), unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the then-current term.

(b) New Services Adjust to Term. If new Services are added to this Agreement, then the term for the Services will begin on the Effective Date of the Schedule for such Services and will end on termination of this Agreement. The parties may extend the term for this Agreement by written agreement in a new Schedule or amendment to this Agreement. Such extended term, unless otherwise specifically agreed in writing, will apply to all Schedules and Services provided under this Agreement.

(c) Termination for Breach; Suspension. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice. Polar Systems may suspend the Services upon notice to Client if Client materially breaches this Agreement, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

(d) Termination for Insolvency. Either party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reconstruction, or merger), or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(e) Liquidated Damages. If Client terminates this Agreement or a Schedule without cause, or if Polar Systems terminates this Agreement or a Schedule due to Client's material breach, then: (i) Client shall pay to Polar Systems all pre-paid, documented out of pocket expenses incurred by Polar Systems in reliance on the terminated Services. The parties acknowledge that Polar Systems' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of Polar Systems' potential losses.

(f) Survival. Sections 7, 8, 10, 11, 12, 13, 14 and 15 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

8. Intellectual Property

(a) Ownership. Client agrees that Polar Systems and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. Polar Systems reserves all rights to the Services and the Software not specifically granted herein.

(b) Software license. Polar Systems and/or third parties may provide software in connection with the Services. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("EULA") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to Polar Systems that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.

(c) Client Content. Client, at its expense, shall defend or at its option settle any action, suit or proceeding brought against Polar Systems which alleges that any Client Content or that Polar Systems' access to third party software or hardware required for the Services infringes any third party copyright or patent, or misappropriates a third party trade secret, and shall pay damages finally awarded against Polar Systems, provided that (i) Polar Systems notifies Client promptly in writing of the claim, (ii) Client has sole control of the defense and all related settlement negotiations, and (iii) Polar Systems provides Client with commercially reasonable assistance, information and authority to perform the above at Client's expense.

9. Polar Systems Equipment

(a) Equipment. Client agrees that Polar Systems may in support of the Services deliver certain Polar Systems Equipment to Client and install such Polar Systems Equipment on Client premises. "Polar Systems Equipment" means any equipment provided by Polar Systems to Client including but not limited to network management appliances (NMA), firewall appliances, backup devices, SSL VPN appliances, and continuous data protection devices.

(b) Ownership. The Polar Systems Equipment is and at all times shall remain the sole and exclusive property of Polar Systems and Client agrees Client does not become an owner of any Polar Systems Equipment by virtue of the payments provided for in this Agreement. Upon termination of this Agreement, subject to any applicable laws or regulations, Polar Systems may, but shall not be obligated to, retrieve any associated Polar Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Polar Systems in any retrieval of the unreturned Polar Systems Equipment. Polar Systems will not be deemed to have "abandoned" the Polar Systems Equipment if it does not retrieve such equipment. Polar Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the Polar Systems Equipment.

(c) Access. Client agrees to provide Polar Systems and its authorized agents access to Client premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Polar Systems Equipment, to install associated software, and to conduct an audit of the Polar Systems Equipment.

(d) Upgrades. Polar Systems shall have the right to upgrade, modify and enhance Polar Systems Equipment and associated software from time to time through "downloads" from Polar Systems' network or otherwise.

(e) Termination. Client agrees that, if the Agreement is terminated, Client has no right to possess or use the Polar Systems Equipment. Client agrees to arrange for the return of Polar Systems Equipment to Polar Systems, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Agreement. Polar Systems may charge Client a continuing monthly fee until any outstanding Polar Systems Equipment is returned, collected by Polar Systems or fully paid for by Client.

(f) Loss. Client agrees to pay Polar Systems liquidated damages as reasonably determined by Polar Systems for the replacement cost of the Polar Systems Equipment without any deduction for depreciation, wear and tear or physical condition of such Polar Systems Equipment if (i) Client tampers with, or permit others to tamper with, Polar Systems Equipment, (ii) the Polar Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Polar Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Polar

Systems Equipment to Polar Systems. Notwithstanding the above, Client shall not be required to pay liquidated damages to Polar Systems if the damage or destruction of the Polar Systems Equipment arises out of the acts or omissions of Polar Systems or its agents, employees or subcontractors.

(g) **Tampering.** Client will not, nor will allow others to, open, alter, misuse, tamper with or remove the Polar Systems Equipment as and where installed by Polar Systems or use it contrary to this Agreement. Client will not, nor will allow others to, remove any markings or labels from the Polar Systems Equipment indicating Polar Systems ownership or serial or identity numbers. Client will reasonably safeguard the Polar Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Polar Systems to perform any work on the Polar Systems Equipment. Nothing in this Agreement shall prevent Polar Systems from enforcing any rights it has with respect to theft or unauthorized tampering of Polar Systems Equipment under applicable law.

10. Confidentiality

(a) **Definition.** "Confidential Information" means any business or technical information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement (and information relating to the negotiation of this Agreement) shall be deemed the Confidential Information of the Parties.

(b) **Confidentiality Obligations.** A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; (b) not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information, except to its employees who have a need to know such information for the purpose of this Agreement; and (c) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

(c) **Remedies.** Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

(d) **Termination.** Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that, with respect to electronic images of Confidential Information, the receiving party's obligations shall be limited to using commercially reasonable efforts to delete those electronic images from local desktop computer document storage systems and active files on servers but shall not extend to receiving party's routine information systems backup or document retention programs.

11. Warranty

(a) **Limited Warranty.** Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Polar Systems warrants that the Services will be provided in a professional and workmanlike manner, using personnel that are qualified and experienced. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Polar Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the breach at no additional charge.

(b) **Disclaimer.** Polar Systems does not warrant that the Services will be provided uninterruptedly or error-free. Except to the extent set forth in a Schedule, Client agrees that it has the sole responsibility for securing and backing up its data. **POLAR SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISKS, TAPES, ETC. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POLAR SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

12. **Indemnification.** Each party will defend, indemnify and hold harmless the other from and against any and all liability, damages, losses, claims, actions, judgments and costs, including reasonable attorney's fees, for damage to any property and for injury to or death of persons, including employees or agents of such other party performing work under this Agreement, caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its agents or employees.

13. **Limitation of Liability.** Client agrees that any liability of Polar Systems or any of its suppliers relating to this Agreement and the Services shall be limited to the amount of fees actually received by Polar Systems from Client under the applicable Schedule during the prior three (3) months not withstanding the clients ability to make a claim under Polar System's errors and omissions policy. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. The foregoing limitations of liability shall not apply to property damage, death or personal injury caused by the willful misconduct or gross negligence of a party, or to a party's obligations under Sections 10 and 12. The fees charged by Polar Systems under this Agreement are calculated with specific reference to the level of liabilities undertaken by Polar Systems hereunder.

14. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that such consent shall not be necessary for an assignment made to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such successor agrees in writing to the terms of this Agreement.

15. Dispute Resolution

(a) **Negotiation.** Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(b) Mediation. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.

16. Other Provisions

(a) Security Interest. Client hereby grants to Polar Systems a security interest in any and all hardware and other items purchased by Client from Polar Systems ("Deliverables"), until such time as those Deliverables are paid in full by the Client, in order to secure Clients' obligations to Polar Systems. Client agrees that in the event of default in any payment, Polar Systems shall have, in addition to its rights under applicable law, the right to immediately repossess any and all Deliverables previously sold to Client, but not fully paid for by Client, without further operation of law and without notice to Client. Client further agrees to pay for any and all costs, including attorney's fees, engineering fees and other applicable costs which Polar Systems incurs as a result of said repossession. Client further agrees to execute any additional documents, at Client's expense, to perfect or continue the security interest created by this Agreement.

(b) Publicity. Polar Systems may include Client's name and logo in a list of Polar Systems clients and as a user of the Services.

(c) Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Polar Systems and Client.

(d) Non-Solicitation. Client shall not, directly or indirectly, solicit, hire or retain, nor cause to be solicited, hired or retained as an employee or independent contractor, any Polar Systems employee or former employee employed by Polar Systems in a technical or sales position at any time during the term of this Agreement and for a period of one (1) year following termination of this Agreement. Client agrees that if Client wishes to hire any employee of Polar Systems employed by Polar Systems in a technical or sales position while bound by this section, Client will pay to Polar Systems a fee equal to the greater of: (1) \$75,000, (2) such employee's most recent annual salary and bonus and (3) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

(e) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.

(f) Integration. This Agreement (including the Cover Page and any Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. Client specifically acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not specifically set forth in this Agreement. Polar Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(g) Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply this Agreement. The parties submit to the jurisdiction of the state and federal courts sitting in Clackamas County, Oregon, and agree that such courts shall have sole and exclusive jurisdiction over any and all disputes and causes of action involving such parties that arise out of or in connection with this Agreement.

(h) Force Majeure. Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by the occurrence of, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, flood or other act of God.

(i) Third-party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than Polar Systems and Client.

(j) Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

(k) Headings and Counterparts. Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

(l) Electronic Signatures. The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.

Polar Systems - Managed IT Support Proposal Summary

The purpose of this proposal summary is to provide to the City of Oregon City options (A, B and C below) in levels of onsite support and services. PolarStar Managed IT Support includes unlimited remote and onsite support as it relates to triage and problem resolution for the IT environment in scope for ongoing management. Option A includes this PolarStar Managed IT Support. Options B and C offer additional Onsite and vCIO support services as an extension to the base-level PolarStar Managed IT Support. As a necessary component toward gaining an understanding of IT's present state, with the purpose of developing an IT roadmap and strategic plan, an IT Site Assessment is included in options A, B and C. Also attached is a customer story for Cowlitz Family Healthcare Center in Longview, WA. We believe CFHC provides a very relevant example of Polar's ability to support organizations similar to the City of Oregon City both in size and nature of IT projects.



SERVICES SUMMARY

Contact:	City of Oregon City		Business Development
	David Knoll	Phone: (503) 496-1557	Mark Filipovich
Address:	625 Center St	Email: dknoll@ci.oregon-city.or.us	mfilipovich@polarsystems.com
	Oregon City, OR, 97045	Fax:	

Qty	Description
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PolarStar Network Services

	<u>Services:</u>	<u>INCLUDED</u>	<u>EXCEPTIONS</u>
24	Server Management	Y - 24 servers	
	Asset Auditing/Inventory	Y	
	Monitoring/Alerting	Y	
	Patch and Maintenance Event	Y	
	Backup Management	Y	
	Anti-Virus Management	Y	
	OS Management	Y	
	E-Mail Management	Y	
	Anti-Spam Management	Y	
	DNS Hosting	Y	
	Network Device Management	Y	
	UPS Management	Y	
150	Desktop/Laptop Management	Y - 150 workstations	
	Mobile Device Management	Y	
	Printers and Other Device Management	Y	
	Vendor Relationship Management	Y	
	Quarterly Consultation	Y	
	Reporting	Y	
	Guaranteed Response Time	1 Hour	30 Min for High Severity
	Additional Network Services	Y	
	Scheduled On-site Support	Y - Included in Options B and C	
	Reduced Hourly Labor Rates for the contract period	10%	

Polar Systems understands how critical onsite support is to the success of City of Oregon City IT, and how important it will continue to be in the transition a more proactive, strategic state. As such, we have provided support options that include onsite support in numerous capacities. Both options provide twenty (20) hours of onsite support weekly. This would typically include the day-to-day tasks associated with supporting the City's user-base, as well as network documentation, and ongoing management activities. These twenty hours are in ADDITION to any onsite support required within PolarStar Managed IT Support. Option A provides limited vCIO services of two (2) hours per month. Option B includes eight (8) hours per month of vCIO services. vCIO services would typically include project management, stakeholder representation, vendor & technology assessment & management, IT roadmap and strategic consulting, budgetary development, staff development, and more. Polar Systems vCIO services are designed with the flexibility needed to support the unique needs of your organization. As a part of the onboarding process, a plan would be developed to reach mutual agreement of the best use of vCIO resources in support of the City of Oregon City. These support models were built based upon Polar's understanding of the City's onsite requirements and diverse user-base. Should the City of Oregon City wish to move forward with a model including onsite support, but not necessarily as allocated in Options A and B, Polar Systems has the flexibility to draft an optimized onsite support structure.

Option A -- \$100 per user/month

Includes:

- 1) PolarStar Managed IT Support Service as detailed above
- 2) City-wide IT Site Assessment
- 3) *Twenty (20) hours per week of dedicated Onsite Support, for two years
- 4) Two (2) hours per month of vCIO services, for two years

Option B -- \$117 per user/month

Includes:

- 1) PolarStar Managed IT Support Service as detailed above
- 2) City-wide IT Site Assessment
- 3) *Twenty (20) hours per week of dedicated Onsite Support PLUS "clean-up" activities, for two years
- 4) Eight (8) hours per month of vCIO services, for two years

* Examples of "clean-up" activities would include Active Directory clean-up, re-organization, group policy re-organization, addressing security issues identified in IT Site Assessment, and network tuning. Examples of activities EXCLUDED from "clean-up" include but are not limited to: Server migrations, major network re-architecting, virtualization design and implementation



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 08/17/2022

SUBJECT:

Public Improvement Contract with T Bailey, Inc. for the Henrici Reservoir Rehabilitation Project (CI 21-017)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with T Bailey, Inc. in the amount of \$2,625,000.00 for construction of the Henrici Reservoir Rehabilitation Project (CI 21-017).

EXECUTIVE SUMMARY:

The Henrici Reservoir Rehabilitation Project will replace the interior and exterior protective coatings, add safety features to the roof structure, and complete seismic improvements to the Henrici Reservoir drinking water storage tank.

BACKGROUND:

The Henrici Reservoir is located on Henrici Road, east of Beaver Creek Road. It is a 2.0-million-gallon storage tank that along with the Boynton Reservoir, serves drinking water and fire flow supply to the city's upper zone. The tank was constructed in 1992 and has not had any rehabilitative maintenance since it was built and placed into service.

The project will include replacement of the interior and exterior protective coatings, safety upgrades to the ladder and roof system, tank vent replacement, interior water mixing system, new tank wall penetration for a future transmission main, and seismic upgrades to the tank's roof structure.

On June 22 and 24, 2022, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on August 2, 2022, and six (6) bids were received. Staff and Murraysmith personnel reviewed the bids and determined that T Bailey, Inc. was the low responsive bidder. The contract award value is two million, six hundred twenty-five thousand dollars (\$2,625,000.00).

The list below includes the bidders and bid amounts received for this project:

T Bailey, Inc.	\$2,625,000.00
S&K Painting, Inc.	\$2,641,500.00
HCI Industrial & Marine Coatings, Inc.	\$2,953,924.00
Long Painting Company	\$3,393,000.00
2KG Contractor, Inc.	\$3,410,300.00
Syblon Reid	\$3,584,000.00
Engineer's Estimate	\$2,763,500.00

A review of the bids shows that T Bailey's low bid was approximately 5.01% lower than the engineer's estimate of \$2,763,500.00. The second lowest bid, from S&K Painting, Inc., was approximately 4.41% lower than the engineer's estimate.

In order to complete this key maintenance, the reservoir requires being taken offline. Due to this, the project work needs to be completed during our low-water usage season. Construction will begin in the Fall of 2022 and continue to Spring of 2023. Due to anticipated material supply issues, a second work season is included in the contract. If needed, it would occur in Fall of 2023 to Spring of 2024. If a second work season is needed, the reservoir will be brought back online for the Summer 2023 peak season.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$2,625,000.00
 FY(s): 2022/23
 Funding Source(s): Water Fund

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this ____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **T BAILEY, INC.** (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **HENRICI RESERVOIR REHABILITATION PROJECT (CI 21-017)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 1, 2022 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 1, 2022 Prevailing Wage Apprenticeship Rates dated January 1, 2022 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 – Posted 7/29/22 Addendum 2 – Posted 7/26/22 Addendum 3 – Posted 7/29/22 All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be Substantially Complete by May 12, 2023, with Final Completion established as June 9, 2023. The anticipated Notice to Proceed is September 1, 2022.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **two million, six hundred and twenty-five thousand dollars and no cents (\$2,625,000.00).**

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY**T BAILEY, INC.**

By: _____
 Anthony J. Konkol III
 City Manager

 Printed Name

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

By: _____
 Authorized Signature

 Title

Approved as to Legal Sufficiency

By: _____
 City Attorney

 Date

Address:

City Commission Award Date:

 Federal Taxpayer ID Number

CITY OF OREGON CITY Henrici Reservoir Rehabilitation Project Bid Tabulations Bid Closing Date: August 2, 2022						CI 21-017 Murraysmith Project No. 21-3303												
Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate		T BAILEY		S+K Painting		HCI Industrial & Marine Coatings*		Long Painting Company		2KG Contractors		Syblon Reid		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Mobilization, bonds, insurance, and demobilization	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 169,000.00	\$ 169,000.00	\$ 130,000.00	\$ 130,000.00	\$ 100,000.00	\$ 100,000.00	\$ 169,000.00	\$ 169,000.00	\$ 295,000.00	\$ 295,000.00	\$ 177,000.00	\$ 177,000.00	
2	Erosion and sedimentation control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 23,000.00	\$ 23,000.00	\$ 8,400.00	\$ 8,400.00	\$ 29,000.00	\$ 29,000.00	
3	Tree removal	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,800.00	\$ 7,600.00	\$ 3,900.00	\$ 7,800.00	\$ 1,850.00	\$ 3,700.00	\$ 4,000.00	\$ 8,000.00	
4	Piping and vault demolition, removal, and abandonment	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00	\$ 31,000.00	\$ 31,000.00	
5	All work required to rehabilitate the existing Henrici Reservoir, a 2.0 MG welded steel ground level water storage reservoir, complete, other than as provided for under separate unit prices. General work categories are described in the price breakdown below, with the sum of all items below being equal to the total lump sum for the Bid Item																	
	a. Exterior surface preparation, and application of spot repair and overcoat system	1	LS	\$ 330,000.00	\$ 330,000.00	\$ 145,000.00	\$ 145,000.00	\$ 316,000.00	\$ 316,000.00	\$ 225,000.00	\$ 225,000.00	\$ 147,000.00	\$ 147,000.00	\$ 150,000.00	\$ 150,000.00	\$ 140,000.00	\$ 140,000.00	
	b. Interior surface preparation, and application of replacement coating system	1	LS	\$ 630,000.00	\$ 630,000.00	\$ 650,000.00	\$ 650,000.00	\$ 786,000.00	\$ 786,000.00	\$ 1,150,334.00	\$ 1,150,334.00	\$ 1,063,000.00	\$ 1,063,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,485,000.00	\$ 1,485,000.00	
	c. Furnish and install hydrodynamic mixing system	1	LS	\$ 240,000.00	\$ 240,000.00	\$ 380,000.00	\$ 380,000.00	\$ 290,000.00	\$ 290,000.00	\$ 300,000.00	\$ 300,000.00	\$ 335,000.00	\$ 335,000.00	\$ 291,000.00	\$ 291,000.00	\$ 394,000.00	\$ 394,000.00	
	d. Furnish and install tank vent replacement	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 23,000.00	\$ 23,000.00	\$ 8,100.00	\$ 8,100.00	\$ 27,000.00	\$ 27,000.00	
	e. Furnish and install roof hatch rubber gasket	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	
	f. Furnish and install handrail extension to and around center vent	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ 23,000.00	\$ 23,000.00	\$ 16,000.00	\$ 16,000.00	\$ 49,000.00	\$ 49,000.00	
	g. Furnish and install four roof tie-offs	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	
	h. Furnish and install davit crane and base	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 16,000.00	\$ 16,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	
	i. Furnish and install exterior staff (level) gauge	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,500.00	\$ 11,500.00	\$ 13,000.00	\$ 13,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	
	j. Furnish and install 18-inch diameter inlet/outlet pipe penetration, pipe block, 18-inch diameter steel piping in reservoir, and 18-inch diameter DI piping to valve outside of pipe block	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 69,000.00	\$ 69,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 23,000.00	\$ 23,000.00	\$ 70,000.00	\$ 70,000.00	\$ 68,000.00	\$ 68,000.00	
	k. Demolish and remove existing 12-inch diameter steel overflow piping and furnish and install 12-inch diameter DR17 IPS HDPE overflow pipe replacement	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 34,000.00	\$ 34,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00	
	l. Furnish and install structural roof improvements	1	LS	\$ 775,000.00	\$ 775,000.00	\$ 700,000.00	\$ 700,000.00	\$ 590,000.00	\$ 590,000.00	\$ 628,950.00	\$ 628,950.00	\$ 905,000.00	\$ 905,000.00	\$ 625,000.00	\$ 625,000.00	\$ 635,000.00	\$ 635,000.00	
	m. Furnish and install cathodic protection system replacement, including new handholes	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,340.00	\$ 32,340.00	\$ 43,000.00	\$ 43,000.00	\$ 35,000.00	\$ 35,000.00	\$ 52,000.00	\$ 52,000.00	
	n. Abandon existing 12-inch diameter inlet and 12-inch diameter outlet piping penetrations	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 1,000.00	
	o. Remove and replace tank base sealant between floor plate and foundation	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
	p. Reservoir testing, disinfection, and startup	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00	\$ 24,000.00	\$ 24,000.00	
6	Furnish and install restrained ductile iron pipe with Class A trench backfill	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 29,000.00	\$ 29,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	
7	Furnish and install ductile iron pipe fittings	6,000	LB	\$ 5.00	\$ 30,000.00	\$ 3.25	\$ 19,500.00	\$ 6.00	\$ 36,000.00	\$ 6.00	\$ 36,000.00	\$ 9.20	\$ 55,200.00	\$ 3.50	\$ 21,000.00	\$ 6.50	\$ 39,000.00	
8	Furnish and install 24-inch diameter MJ-to-MJ connection adapters	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,400.00	\$ 20,800.00	\$ 4,500.00	\$ 9,000.00	\$ 7,500.00	\$ 15,000.00	
9	Furnish and install buried gate valves:																	
	a. 18-inch diameter, FLG	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00	\$ 33,400.00	\$ 33,400.00	\$ 21,000.00	\$ 21,000.00	\$ 33,000.00	\$ 33,000.00	
	b. 12-inch diameter, MJ	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,200.00	\$ 5,200.00	\$ 7,000.00	\$ 7,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	
	c. 4-inch diameter, MJ	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	
10	Furnish and install 18-inch diameter double-ball flexible expansion joint, FLGxMJ	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00	\$ 28,000.00	\$ 26,000.00	\$ 26,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 33,000.00	\$ 33,000.00	
11	Furnish and install 12-inch diameter single-ball flexible joint, MJ, and 12-inch diameter DI piping (sleeve fitting paid for separately under DI pipe fittings)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 27,600.00	\$ 27,600.00	\$ 23,500.00	\$ 23,500.00	\$ 18,000.00	\$ 18,000.00	
12	Furnish and install 4-inch diameter connection to existing yard hydrant piping including DI piping and transition coupling (valve and DI fittings paid separately)	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	
13	Connections to existing water and drainage system piping	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,400.00	\$ 3,400.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 9,000.00	\$ 9,000.00	
14	Hydrostatic testing, flushing, and disinfection of water mains	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 8,600.00	\$ 8,600.00	\$ 6,000.00	\$ 6,000.00	\$ 21,000.00	\$ 21,000.00	
15	Furnish and install Altitude Valve Vault, including sensing line extension and connections, piping and specials in vault and to 2-feet outside of vault (including altitude valve and check valve), drainage sump, and start-up, complete	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ 115,000.00	\$ 115,000.00	\$ 112,000.00	\$ 112,000.00	\$ 184,000.00	\$ 184,000.00	\$ 218,400.00	\$ 218,400.00	\$ 155,000.00	\$ 155,000.00	
16	Final site grading, surface restoration, access road maintenance, and site clean-up	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 52,000.00	\$ 52,000.00	\$ 8,500.00	\$ 8,500.00	\$ 20,000.00	\$ 20,000.00	
17	Extra work as authorized	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
Total				\$2,763,500.00		\$2,625,000.00		\$2,641,500.00		\$2,953,924.00		\$3,393,000.00		\$3,410,300.00		\$3,584,000.00		

*Total Price shown in Bid for Bid Item No. 1 is \$150,000, although the Unit Price shown is \$100,000. Unit Price is used for Extended Total.

21-3303

August 3, 2022

Dayna Webb, PE
City Engineer, Public Works Department
City of Oregon City
PO Box 3040
13895 Fir Street
Oregon City, OR 97045

Re: Henrici Reservoir Rehabilitation Project (CI 21-017)
Recommendation of Award Letter with Bid Tabulations

Dear Dayna:

On August 2nd, 2022, the City received six bids on the above referenced project. A summarized bid tabulation for each proposal received is attached.

We have reviewed the bids and recommend award of the contract to T BAILEY, Inc. in the amount of \$2,625,000.00. The Engineer's Estimate for the project was \$2,763,500.00.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

Justin H. Ford

MURRAYSMITH
Justin Ford, PE
Project Manager

Enclosures: Bid Tabulations

cc: John Burrell, Project Manager, City of Oregon City; Pam Harris, Sr. Administrative Assistant, City of Oregon City

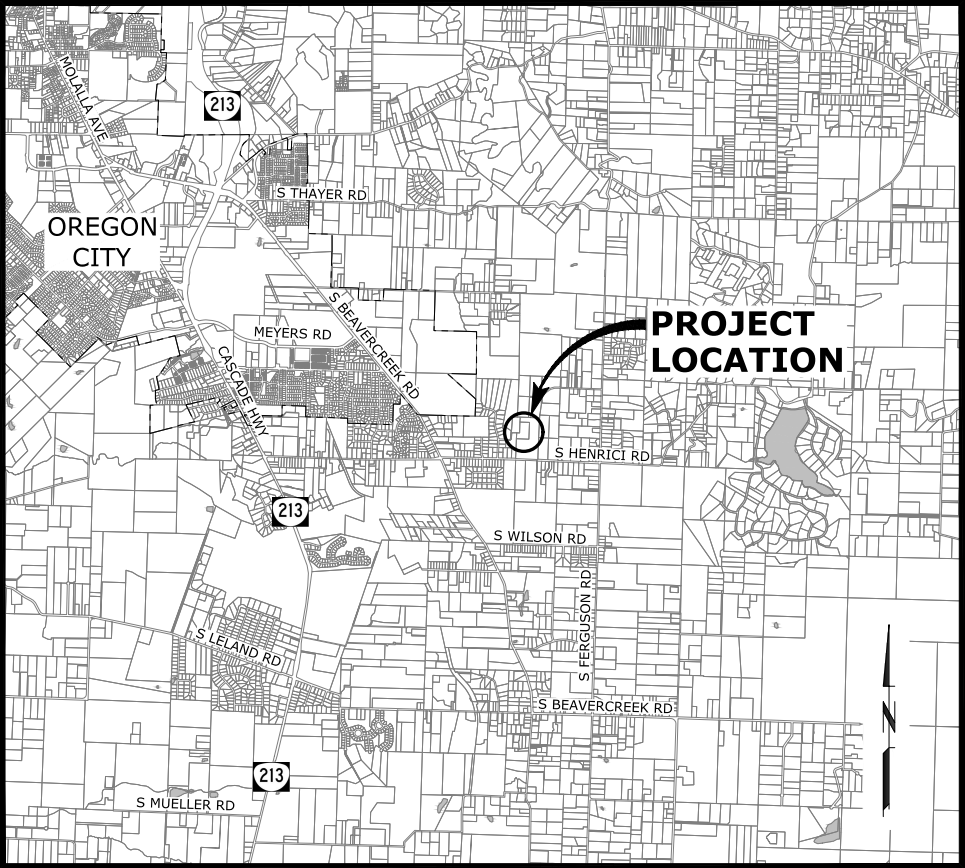
(Letter sent electronically via email only)



HENRICI RESERVOIR REHABILITATION

CI 21-017

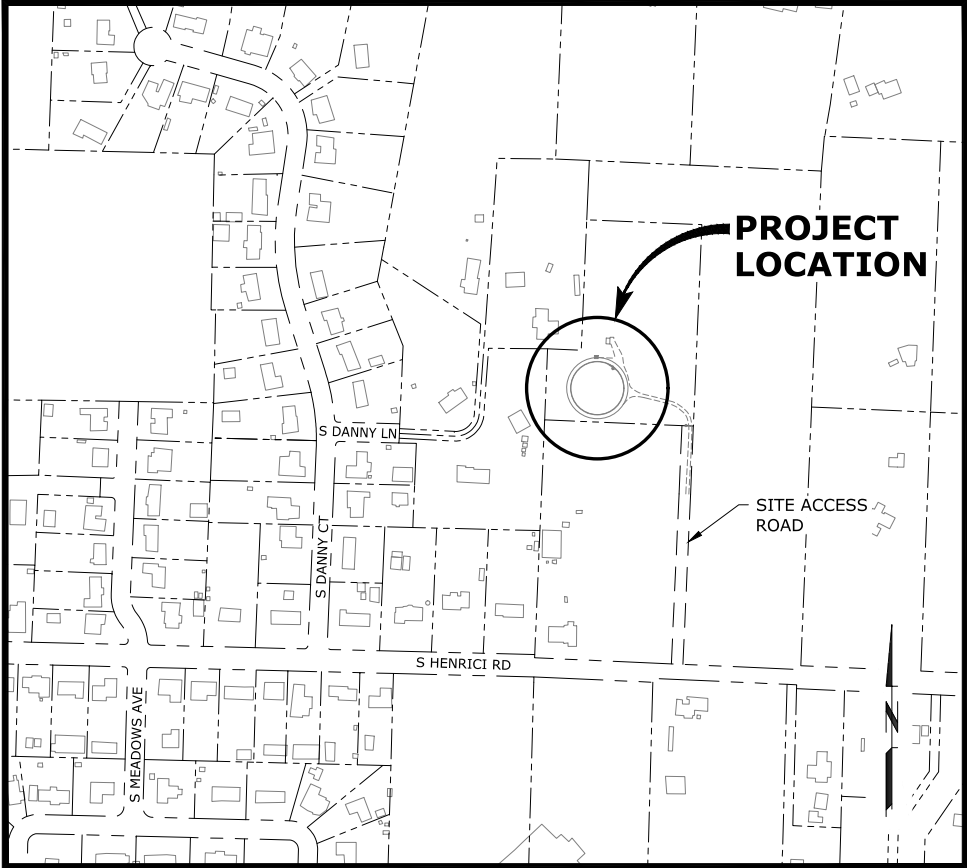
JUNE 2022



VICINITY MAP
SCALE: 1"=3,000'

INDEX OF DRAWINGS

GENERAL			
1	G-1	COVER SHEET/VICINITY MAP/LOCATION MAP/INDEX OF DRAWINGS	
2	G-2	GENERAL NOTES	
3	G-3	ABBREVIATIONS	
4	G-4	SYMBOLS AND LEGEND	
CIVIL			
5	C-1	EXISTING CONDITIONS, DEMOLITION AND EROSION CONTROL PLAN	
6	C-2	SITE AND PIPING PLAN	
7	C-3	RESERVOIR INLET / OUTLET PIPING ENTRANCE / EXIT PLANS AND SECTIONS	
8	C-4	RESERVOIR OVERFLOW AND DRAIN PIPING PLAN AND SECTIONS	
9	C-5	EROSION CONTROL DETAILS	
10	C-6	STANDARD DETAILS	
STRUCTURAL			
11	S-1	GENERAL STRUCTURAL NOTES	
12	S-2	ROOF FRAMING PLAN & SECTION	
13	S-3	STRUCTURAL DETAILS	
MECHANICAL			
14	M-1	RESERVOIR ROOF PLAN AND ELEVATION	
15	M-2	RESERVOIR HYDRODYNAMIC MIXING SYSTEM	
16	M-3	MISCELLANEOUS DETAILS	
17	M-4	VALVE VAULT PLAN AND SECTION	



LOCATION MAP
SCALE: 1"=250'

murraysmith

888 SW 5TH AVENUE, SUITE 1170
PORTLAND, OREGON 97204
P 503.225.9010

SITE ADDRESS:
16025 S HENRICI RD
OREGON CITY, OR 97045



Know what's below.
Call before you dig.

ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-246-6699.)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks and Recreation Director, Kendall Reid

Agenda Date: 08/17/2022

SUBJECT:

Monarch Butterfly Pledge

STAFF RECOMMENDATION:

Staff recommend City Commission to support the City's effort in the pledge and approve the adoption of the pledge into the City's goals.

EXECUTIVE SUMMARY:

The City of Oregon City is looking to partner with the National Wildlife Federation (NWF) to fulfill the Monarch Butterfly Pledge in creating and maintaining habitats for the endangered Monarch Butterfly species.

BACKGROUND:

By taking the Monarch Butterfly Pledge, the City of Oregon City would be part of a tri-national network of cities that are leading monarch and pollinator conservation work. This network also provides exclusive access to NWF resources, staff and other organizations who have also taken the pledge. The Monarch Butterfly Pledge is displaying a commitment to monarch habitats and pollinators while educating the community on how to be more involved. Each year, the City would be responsible for completing three action items from the list of 24 provided by the NWF. In reaching the goals set forth, Oregon City would join a list of nationally recognized communities who have helped establish and maintain monarch butterfly habitats and pollinators. The action items chosen to be completed this year include:

1. Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat.
2. Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods.

3. Host or support a monarch neighborhood challenge to engage neighborhoods and homeowners' associations within the community to increase awareness, support community unity around a common mission, and/or create a habitat for the monarch butterfly.

OPTIONS:

1. Approve the City's pledge
2. Approve the City's pledge with modifications
3. Do not approve the City's pledge

**MAYORS
MONARCH
PLEDGE**

Mayors' Monarch Pledge Survey

Open Pledge Period: December 1 – March 31

****THIS IS A SAMPLE PLEDGE SURVEY ONLY. TO OFFICIALLY PLEDGE, COMPLETE OUR
ONLINE SURVEY AT [NWF.ORG/MAYORSMONARCHPORTAL](https://nwf.org/mayorsmonarchportal)****

Thanks for your interest in taking the National Wildlife Federation Mayors' Monarch Pledge this year. Only mayors and heads of local and tribal government (or their staff designees) may fill out this pledge form. Please note: the survey will not save and will need to be completed in one sitting.

Information from this form will be used to create a public community profile page to showcase your mayor's progress and efforts in the program.

Please be sure to read the pledge language and FAQ before taking the pledge. If you have any questions, you can email us at mayorsmonarchpledge@nwf.org.

Mayor's Basic Information

If you are not a "mayor," or the head of local or tribal government, please enter your name and appropriate title here.

Title

Administrative Assistant

First Name

Justin

Last Name

More

Email Address

jmore@orcitey.org

Community Name

*If your community doesn't have an official name, consider using the following formats:
Town of Herndon, City of Fairfax, etc.*

City of Oregon City

City

Oregon City

State

Oregon

Mayor's Mailing Address

Address Line 1

625 Center Street

Address Line 2

PO BOX 3040

City

Oregon City

State

Oregon

Zip Code

97045

Staff Point of Contact Information

Please provide your professional title in the space below.

Please note that the Staff Point of Contact you entered below will be the default user for your community profile. Please make sure you enter a valid email address.

Title

Administrative Assistant

First Name

Justin

Last Name

More

Email

Note: This email address is your log in account.

jmore@orccity.org

Phone Number

503-496-1570x1511

Pledge Summary

Please type a description of your community, your community's efforts and/or interest in committing to monarch and pollinator conservation. This information will populate on your community's profile page, but can be updated and edited after this survey is submitted. See below for a sample description.

Example Description: Exampleville is a city in central Virginia with a population of roughly 50,000. The city is nestled in the Green Ridge Mountains and is home to the beautiful Exampleville Regional Park and many community gardens. Mayor Smith of Exampleville, VA has committed to saving the monarch butterfly and other pollinators with their signing of the Mayors' Monarch Pledge and looks forward to engaging residents in building more pollinator habitat throughout the city.

Oregon City is located 13 miles South of Portland at the confluence of the Willamette and Clackamas Rivers. The city has three major zones, defined by steep hills or bluffs. Oregon City is home to shopping areas, recreational opportunities, businesses, a wide variety of historical and cultural attractions, and several

Interpretive Centers and Museums dedicated to celebrating the Pioneer spirit. Oregon City was the first State Capital and is the County Seat of Clackamas County. The City and its Commissioners are committed to the preservation of Monarch Butterfly habitats and revitalizing a once dominant population.

Action Item Selections

Each year, you must commit to at least 3 Action Items from this list which you will report on at the end of the year. At least 1 action must be taken from the “Program & Demonstration Gardens” section.

Communications and Convening

- ✓ Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species’ need for habitat.

Example Activities:

1. *Issue a Monarch Day Pledge*
2. *Incorporate monarchs into your Earth Day, Pollinator Week or other proclamation*

- ✓ Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods. (If you have community members who speak a language other than English, we encourage you to also communicate in that language; Champion Pledges must communicate in that language.)
- ☐ Engage with community garden groups and urge them to plant native milkweeds and nectar-producing plants.
- ☐ Engage with city parks and recreation, public works, sustainability, and other relevant staff to identify opportunities to revise and maintain mowing programs and milkweed / native nectar plant planting programs.
- ☐ Engage with gardening leaders and partners (e.g., Master Naturalists, Master Gardeners, Nature Centers, Native Plant Society Chapters, other long-standing and influential community leaders) to support monarch butterfly conservation.

Example Activities:

1. *Develop community gardens with local gardening leaders*
2. *Host programming and other activities with Nature Centers*
3. *Coordinate and collaborate with local gardening groups at schools, colleges, and universities*

- ☐ Engage with Homeowners Associations (HOAs), Community Associations or neighborhood organizations to identify opportunities to plant monarch gardens and revise maintenance and mowing programs.
- ☐ Engage with developers, planners, landscape architects, and other community leaders and organizers engaged in planning processes to identify opportunities to create monarch habitat.
- ☐ Create a community-driven educational conservation strategy that focuses on and benefits local, underserved residents.

Example Activities:

1. *Conduct outreach and support habitat / green space improvements in underserved communities.*
 2. *Develop brochures in different languages*
- ☐ Create a community art project to enhance and promote monarch and pollinator conservation as well as cultural awareness and recognition.
- Example Activities:*
1. *Host photo contests*
 2. *Commission murals*
 3. *Create and show films and documentaries*
 4. *Support public art installations*
 5. *Collaborate with local artists, including school, college, and university art departments to create community-wide art*

Program and Demonstration Gardens

- ☐ Host or support a native seed or plant sale, giveaway or swap.
- ☐ Facilitate or support a milkweed seed collection and propagation effort.
- ☐ Plant or maintain a monarch and pollinator-friendly demonstration garden at City Hall or another prominent or culturally significant community location.
- ☐ Convert vacant lots to monarch habitat.
- ☐ Plant milkweed and pollinator-friendly native nectar plants in medians and public rights-of-way.

- ☐ Launch or maintain an outdoor education program(s) (e.g., at schools, after-school programs, community centers and groups) that builds awareness and creates habitat by engaging students, educators, and the community in planting native milkweed and pollinator-friendly native nectar plants (i.e., National Wildlife Federation's Eco-Schools USA Schoolyard Habitats program and Monarch Mission curriculum).

Example Activities:

1. [Eco-Schools USA Schoolyard Habitats](#)
2. [PK-12 Monarch Mission Curriculum](#) (English and Spanish)
3. [National Wildlife Federation Campus Pollinator Pledge](#)

- ☐ Earn or maintain recognition for being a wildlife-friendly city by participating in other wildlife and habitat conservation efforts (i.e., National Wildlife Federation's Community Wildlife Habitat program).

Example Activities:

1. Join the [Community Wildlife Habitat](#)

- ✓ Host or support a monarch neighborhood challenge to engage neighborhoods and homeowners' associations within the community to increase awareness, support community unity around a common mission, and/or create habitat for the monarch butterfly.

Example Activities:

1. Host photo challenges
2. Create property certification challenges
3. Collaborate with schools, universities, and colleges to host joint awareness and habitat creation challenges

- ☐ Initiate or support community science (or citizen science) efforts that help monitor monarch migration and health.

Example Activities:

1. Community Science Opportunities ([Monarch Joint Venture](#))
2. NWF's Monarch Stewards Program Certification
3. Engage with local colleges and universities science departments to host community-wide opportunities
4. Monarch Migration Tracking ([Journey North](#))

- ☐ Add or maintain native milkweed and nectar producing plants in community gardens.
- ☐ Launch, expand, or continue an invasive species removal program that will support the re-establishment of native habitats for monarch butterflies and other pollinators.

- ☐ Host or support a monarch butterfly festival that is accessible to all residents in the community and promotes monarch and pollinator conservation, as well as cultural awareness and recognition.
- ☐ Display educational signage at monarch gardens and pollinator habitat.

Example Activities:

1. [Neighborhood Garden Signs \(Victory Garden of Tomorrow\)](#)
2. *Create plant labels or interpretive language for community gardens, parks, prairie habitat, rights-of-way, etc.*

Systems Change

Please select the actions that you will begin to work on this year, are in progress, or have already been completed.

- ☐ Remove milkweed from the list of noxious plants in city weed / landscaping ordinances (if applicable).
- ☐ Change weed or mowing ordinances to allow for native prairie and plant habitats.
- ☐ Increase the percentage of native plants, shrubs and trees that must be used in city landscaping ordinances and encourage use of milkweed, where appropriate.
- ☐ Direct city property managers to consider the use of native milkweed and nectar plants at city properties where possible.
- ☐ Integrate monarch butterfly conservation into the city's Park Master Plan, Sustainability Plan, Climate Resiliency Plan or other city plans.
- ☐ Change ordinances so herbicides, insecticides, or other chemicals used in the community are not harmful to pollinators.

Example Activities:

1. *Work with local school districts to eliminate or minimize the use of pesticides, herbicides, and insecticides on school properties*
2. *Adopt Integrated Pest Management (IPM) practices*

- ☐ Adopt ordinances that support reducing light pollution.
- ☐ California Specific: Pass a resolution to protect over-wintering monarch butterfly habitat on public or private lands.

Questions or Comments

Do you have any questions or comments?

Re: The Parks and Recreation Advisory Committee (PRAC) support regarding the Mayor's Monarch Butterfly Pledge

Dear Oregon City Commission,

I am writing to you on behalf of The Oregon City Parks and Recreation Advisory Committee (PRAC) in support of the Mayor's Monarch Butterfly Pledge as written and presented.

The monarch butterfly is an iconic North American species who has captured the imagination of millions of Americans. However, the eastern populations have declined by nearly 90% with western populations up to 99%. Through this pledge, it shows that US Cities, municipalities, and communities are committed to creating and restoring monarch butterflies and educating the community in how they can make a difference.

PRAC has heard a presentation outlining opportunities and procedures that we believe could help Oregon City parks and open spaces foster a sustainable habitat to the Monarch population in hopes of revitalizing an endangered species. Other communities who are already participating in the pledge are seeing and receiving benefits that does not require an intensive commitment from the Parks Department to maintain.

As a committee, we believe it is time for Oregon City to participate in this pledge with other communities nationwide and take advantage of being part of wildlife conservation efforts. On behalf of PRAC, we ask that you support this opportunity to provide safe and sustainable monarch butterfly habitats throughout Oregon City parks and open spaces.

Regards,



Tim Wuest

Vice Chair, Oregon City Parks and Recreation Advisory Committee



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 08/17/2022

SUBJECT:

Minutes of the July 25, 2016 Joint Work Session with the Planning Commission

BACKGROUND:

The Office of the City Recorder is conducting an informal audit of City Commission minutes and noted that the minutes for this meeting had yet to be approved. We prepared these minutes for your approval.

If you would like to review the video for this meeting, it can be viewed here:
https://oregon-city.granicus.com/player/clip/1869?view_id=6&redirect=true

OPTIONS:

1. Approve the Minutes of the July 25, 2016 Joint Work Session with the Planning Commission
2. Approve Minutes of the July 25, 2016 Joint Work Session with the Planning Commission with amendments
3. Deny approval and provide further instructions



CITY OF OREGON CITY

CITY COMMISSION JOINT WORK SESSION WITH THE PLANNING COMMISSION

DRAFT MINUTES

Commission Chambers, 625 Center Street, Oregon City
Monday, July 25, 2016 at 5:30 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor Dan Holladay convened the meeting at approximately 5:30 PM.

CITY COMMISSION: 4 - Mayor Dan Holladay, Commissioner Rocky Smith, Commissioner Brian Shaw, and Commissioner Renate Mengelberg,

PLANNING COMMISSION: 4 - Commissioner Tom Geil, Commissioner Robert Mahoney, Commissioner Zachary Henkin, and Commissioner Denyse McGriff

STAFFERS: 10 - City Manager Tony Konkol, Senior Planner Christina Robertson-Gardiner, Assistant Planner Kelly Reid, and Community Development Director Laura Terway

DISCUSSION ITEMS

1. Willamette Falls Riverwalk Design

The “Design Collective,” comprised of Snøhetta, Mayer/Reed, Inc. and DIALOG, discussed plans to develop the Willamette Falls Riverwalk Design. The design process is currently in the pre-concept phase and is based on a previously developed framework plan and stakeholder input. The four values informing the design are public access, historic and cultural interpretation, habitat awareness, and economic development. Significant community feedback was provided at a March community event with 700 – 800 people in attendance. A summation of the feedback is “the Riverwalk is more than just a walkway.”

Key program drivers for the Riverwalk include falls viewing access; paths, walkways and biking trails; collective gathering and programmed event spaces; river access and water-related activities; habitat restoration and natural history interpretation; historic re-use and cultural interpretation; ways to honor Native Americans’ presence: past, present and future; and abundant, non-programmed spaces. Other ideas from the public include community gardens, farmers’ markets, restaurants, and cafes.

Commissioner Mengelberg asked about economic considerations pertaining to the Riverwalk design. According to the collective, economic considerations are a more recent aspect of the design process and center around economic projections as opined by business owners. Considerations include what the market can support today and what business the Riverwalk can create for a future market.

Commissioner Mahoney proposed consideration of ADA accommodations, safety features, and rest places. He also proposed a reflection pool dedicated to first responders called the “Peace Plaza.”

Commissioner Geil receives significant community feedback as a local retailer. One of the most common questions he receives from out-of-town visitors are about photo opportunities. He suggests the Riverwalk provide photo opportunities or signs that point to photo opportunities.

Commissioner Mengelberg suggested that the best time to watch the falls is in the wintertime (when it’s raining) and suggested covered areas along the Riverwalk to facilitate year-round interest.

City Commission Joint Work Session with the Planning Commission Minutes

July 25, 2016

Commissioner Smith asked about community feedback on white water rafting. Members of the design team have received some questions about white water activities, but not many opinions as to whether it is desired. Kayaking could be an option but would depend on input from other project partners, such as Oregon City, Metro, Clackamas County and the State of Oregon.

Commissioner McGriff reported community feedback on wanting to preserve the history of the Riverwalk site. She mentioned the Portland Japanese Garden as an example of a site with seasonality in follow up to the comment from Commissioner Mengelberg.

Commissioner Shaw raised concerns about an increase in four-wheel vehicular traffic resulting from the project. He also asked for a timeline and comparable examples of the Willamette Falls Riverwalk in other cities. The design team is looking at multiple means of access to the Riverwalk, including water and bicycle access. The team is finalizing their first round of stakeholder input (including technical input) to create a spatial representation of the site. The next community engagement meeting is in the fall. Other cities have similar sites, but the design team expects the Willamette Falls Riverwalk to be "of this place and for this place."

Mayor Holladay predicts the Riverwalk will be a nationally significant site. He would like the Riverwalk to include residents and suggested the use of underground spaces for parking structures. Mayor Holladay also suggested the site include fishing opportunities.

2. Discussion of Type I Site Plan and Design Review Process

Oregon City Planning developed a Type I Site Plan and Design Review process to expedite minor site improvements for businesses that would not compromise developmental review standards. The Planning Commission approved this proposal with the recommendation that it should not apply to historic districts or individually designated sites, i.e., that these locations would still be required to follow the public notice procedure.

Commissioner Smith and Mayor Holladay were concerned with this recommendation since Type I regulations are non-discretionary (i.e., not open to interpretation). Commissioner McGriff was in favor of the recommendation because it promotes participatory government and because changes to non-designated structures can affect nearby designated structures.

Senior Planner Robertson-Gardiner discussed a significant time and cost different between current process and proposed process.

Commissioner Mengelberg in support of making design review process as fast as possible. Suggested cost savings with new process could be put back into local economy.

Mayor Holladay requested that discussion on this topic continue a week from tomorrow.

ADJOURNMENT

Mayor Holladay adjourned the meeting at approximately 7:00 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 19, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Lyles Smith convened the meeting at 7:06 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Interim Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, and Public Works Director John Lewis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Proclamation Declaring January 23 - January 29, 2022 as School Choice Week

Mayor Lyles Smith declared January 23-29, 2022 as School Choice Week.

3b. Urban Renewal Commission Member Appointment - Doug Neeley

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to appoint Doug Neeley to the Urban Renewal Commission. The motion carried by the following vote:

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

4. CITIZEN COMMENTS

Ken Baysinger and Dennis Anderson, representing the Canemah Neighborhood Association, asked that the Association be part of the discussion on historic guidelines and code revisions.

5. PRESENTATIONS

5a. Citizen Involvement Committee Report

Bob La Salle, Chair of the Citizen Involvement Committee, summarized the activities of 2021. They would be requesting more funds this year for administrative costs.

There was discussion regarding strategies for better neighborhood association participation and CIC budget.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve the consent agenda except items 7b, 7c, and 7e. The motion carried by the following vote:

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

- 7a. Resolution No. 22-05, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Harrison Street Apartment Development Project and Declaring an Emergency

- 7b. Generator Replacement for the Public Works Wastewater Division (2022 Multiquip, WhisperWatt, 100kW)

Commissioner O'Donnell said he had pulled this item in error. He meant to pull item 7d.

John Lewis, Public Works Director, said this was a purchase of a generator for the Canemah area.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to approve the generator replacement for the Public Works Wastewater Division. The motion carried by the following vote:

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

- 7c. Public Works Water Division New Additional Vehicle Purchase #349 (2022 Ford F-450)

Commissioner O'Donnell wanted clarification on why an additional vehicle was required.

Mr. Lewis said the Water Division was acquiring two new vehicles, one in 7c and one in 7d. Two old vehicles were going to auction and those revenues would go back in the fund. He explained the efficiencies of the new purchases and how they had been planned for in the budget.

Motion made by Commissioner O'Donnell, seconded by Commissioner McGriff, to approve the Public Works Water Division new additional vehicle purchase. The motion carried by the following vote:

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

- 7d. Public Works Water Division Replacement Vehicle #344 (2022 Ford F-450)

- 7e. Intergovernmental Agreement between Water Environment Services and City of Oregon City for Regional Inflow and Infiltration Reduction

Commissioner Smith asked how many cities had signed this agreement and if a budget had been set for the projects.

Mr. Lewis said this was a long-term strategy and they were aware of Oregon City's capital plan. He thought they were prepared to meet their intention of 33%.

Commissioner Smith said the City had already invested in I&I projects and were not getting any credit for doing so. He did not think it was equitable. The Technical Advisory Team (TAT) would need bylaws and a voting procedure for the projects. He thought the process should be in place before the agreement was signed.

Commissioner O'Donnell shared these concerns. He agreed they should wait until the TAT process was in place and the City should get credit for the work that had been done.

Commissioner McGriff asked about the legal authority to approve projects. Bill Kabeiseman, City Attorney, said the County Commission would have to delegate the authority.

Chris Storey, Water Environment Services, said they planned to fund 33% of the projects for the next five years. The TAT would identify whether projects met the parameters for a qualifying project. They would be working on their own bylaws. Rather than trying to reconcile a look back on what cities had done, they were focusing on moving forward to address common savings on I&I problems. So far one city had signed the agreement, but they were scheduled to come before other cities soon.

Mayor Lyles Smith pointed out that payment of expenses would happen by the district and was not up to the TAT. There was discussion regarding the timeline for the agreement, project funding, and TAT bylaws. There was consensus for staff to bring the agreement back with more information about the TAT.

7f. Minutes of the December 28, 2021 City Commission Special Meeting

7g. Minutes of the November 3, 2021 Regular Meeting

7h. Minutes of the December 7, 2021 City Commission Work Session

8. PUBLIC HEARINGS

8a. Request for Continuance - Appeal of Historic Review Board Approval of an ADA Ramp and Foundation Height Change Located at 1020 5th St (AP-21-00006, GLUA 21-00052, HR-21-00020, Modification of HR 20-00001)

Aquilla Hurd-Ravich, Community Development Director, said the applicant had requested a continuance. Staff recommended continuing the hearing to February 2, 2022.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to continue the appeal of Historic Review Board approval of an ADA ramp and foundation height change located at 1020 5th St (AP-21-00006, GLUA 21-00052, HR-21-00020, Modification of HR 20-00001) to February 2, 2022. The motion carried by the following vote:

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

9. GENERAL BUSINESS

9a. Resolution No. 22-04, Declaring an Emergency and Exempting a Temporary Warming Shelter at The Father's Heart Street Ministry from Planning Code Requirements (January 19, 2022 until March 31, 2022)

Ms. Hurd-Ravich said the Commission had requested this to come back to evaluate the status of the good neighbor agreement. The resolution would extend the emergency shelter to March 31, 2022.

There was discussion regarding the number of people allowed with Covid restrictions and good neighbor agreement.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve Resolution No. 22-04, declaring an emergency and exempting a temporary warming shelter at The Father's Heart Street Ministry from Planning Code requirements (January 19, 2022 until March 31, 2022). The motion passed by the following vote:

Voting Aye: Mayor Lyles Smith, Commissioner McGriff, and Commissioner Smith
Voting Nay: Commissioner Marl and Commissioner O'Donnell

10. COMMUNICATIONS

11. City Manager

11a. Financial Report for the Fiscal Year ending June 30, 2021

Tony Konkol, City Manager, said the auditors issued an unmodified opinion on the City's annual comprehensive financial report.

12. Commissioners

Commissioner Smith reported on the ribbon cutting of the new Public Works building and replacement of City buildings.

Commissioner O'Donnell discussed the benefits of the new Public Works facility.

Commissioner McGriff thanked the Mayor for forwarding the letter to the Oregon Transportation Commission about tolling. She discussed progress in the City.

Commissioner Marl reported on the C4 subcommittee on diversion.

13. Mayor

Mayor Lyles Smith provided an update on the I-205 tolling project. She discussed letters that had been sent from C4 and Oregon City to the OTC. There had been growing frustration with the method by which the Oregon Department of Transportation had calculated diversion as a result of the tolling. There was regional collaboration to delay the process and vote no on passing the amendments. There was also support to keep the Abernethy Bridge seismic retrofit and lane addition project on track.

14. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 8:55 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 04, 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.

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

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:02 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, and Public Works Director John Lewis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Ruth McBride Powers Preservation Award and Presentation

Aquilla Hurd-Ravich, Community Development Director, announced Haley and Ike McGinnis as the recipients of this year's Ruth McBride Powers Preservation Award.

Commission President McGriff presented them with the award.

3b. Asian American and Pacific Islander Heritage Month Proclamation

Commissioner Marl read the proclamation declaring May 2022 as Asian American and Pacific Islander Heritage Month.

3c. Historic Preservation Month Proclamation

Commissioner McGriff read the proclamation declaring May 2022 as Historic Preservation Month.

Commissioner Smith provided comments on this great program.

3d. Proclamation Declaring May 15-21, 2022, as National Public Works Week

John Lewis, Public Works Director, spoke about all the things Public Works did for the community.

Commission President McGriff read the proclamation declaring May 15-21, 2022 as National Public Works Week.

3e. May the Fourth be With You – Star Wars Day Proclamation

Greg Williams, Library Director, discussed a Star Wars activity at the library.

Commission President McGriff read the proclamation declaring May 4, 2022 as Star Wars Day.

4. CITIZEN COMMENTS

Bert Thornley, resident of Oregon City, said he needed to remodel his house and wanted temporary storage on his property. He got a letter that he could not have storage containers in his yard. He asked if he could get a variance to allow them until the remodel was done. Staff would follow up with Mr. Thornley on how to proceed.

5. PRESENTATIONS

5a. Update on Temporary Shower Trailer at Milner Veterinary Hospital and Brax Laundry

Brandi Johnson, Executive Director, provided an update on the use of LoveOne's temporary shower, laundry service, food pantry, and outreach. There had been no complaints from surrounding property owners.

Commission President McGriff discussed partnering with the food program at the Oregon City Farmer's Market.

There was consensus to continue to support this program and the next update would come back in one year.

6. ADOPTION OF THE AGENDA

The Commission adopted the agenda as presented.

7. CONSENT AGENDA

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

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

7a. Minutes of the December 1, 2021 Regular Meeting

7b. Minutes of the February 16, 2022 Regular Meeting

7c. Minutes of the April 11, 2022 Emergency Meeting

8. PUBLIC HEARINGS

8a. First Reading of Ordinance No. 22-1001, the Housing Choices Code Update (GLUA 22-0002/LEG 22-00001)

Christina Robertson-Gardiner, Senior Planner, provided a presentation on the proposed code changes. She discussed HB 2001, policy tracker form, outstanding policy direction, overview of May 4 policy direction, visuals of the garage options, review of items in the second package, and next steps.

There was discussion regarding the possible circumventing of the code and putting plumbing in a garage to use as a dwelling unit and recognizing covenants and restrictions that prevented additional buildings on lots.

Mike Mitchell, resident of Oregon City, recommended the Commission go with the alternative options for the three outstanding items. The Planning Commission voted to allow detached duplexes or triplexes in any condition to encourage the preservation of existing homes. He encouraged the maximum flexibility for cottage home garages.

There was discussion regarding cottage home garages and detached duplexes and triplexes. There was consensus to move forward with the policy direction of the following:

- *1b (allows duplexes and triplexes to include detached units if the existing house is included as one of the units and continues to require quadplexes to be attached),*
- *2b (600-square feet detached garages are permitted when shared, allows a 400-square foot detached garage in conjunction with individual cottages), and*
- *3b (allow up to 200-square feet attached garages with individual cottages exempt from the allowed gross floor area and footprint limitations, slightly increasing the total building footprint and size).*

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 22-1001, the Housing Choices Code Update (GLUA 22-0002/LEG 22-00001) with the options of 1b, 2b, and 3b. The motion passed by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

Nay: Commissioner O'Donnell

9. GENERAL BUSINESS

9a. Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015)

Dayna Webb, City Engineer, provided a presentation on inflow and infiltration (I&I). She explained the program management method, procurement process, request for proposals, consultant selection process, program management team selected, pilot program tasks and costs, program implementation timeline, Water Environment Services (WES) intergovernmental agreement (IGA), and Annual Report.

Commission President McGriff thought this was a necessary project.

Commissioner Smith voiced his concern with the contribution from WES.

Mr. Lewis explained the benefits of this program and how they could establish a permanent flow monitoring system to determine the amount of I&I reduction in the city compared to other cities in WES.

Commissioner O'Donnell thought that data would allow the city to have a future negotiation with WES about the city's contribution and rates.

Motion made by Commissioner Marl, seconded by Commissioner O'Donnell, to approve the Personal Services Agreement with Wallis Engineering for the Inflow/Infiltration Program Management (CI 21-015). The motion passed by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner O'Donnell

Nay: Commissioner Smith

Mr. Williams promoted the new Baby Yoda library cards.

- 9b. Second Reading of Ordinance No. 22-1002, Adding the Parks and Recreation Advisory Committee to the City Code

Motion made by Commissioner Marl, Seconded by Commissioner Smith, moved to approve the second reading and final adoption of Ordinance No. 22-1002, adding the Parks and Recreation Advisory Committee to the City Code.

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

10. COMMUNICATIONS

11. City Manager

The City Manager did not have a report.

12. Commissioners

Commissioner Marl reminded everyone about voting in the election.

Commissioner McGriff provided an update on the process for agenda items and a check that was presented to the Willamette Falls Locks Commission.

13. Mayor

None

14. ADJOURNMENT

Commission President McGriff adjourned the meeting at 8:53 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 18, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:05 PM.

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

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, and Public Works Director John Lewis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Appointment of Petronella Donovan to the Transportation Advisory Committee

Commission President McGriff appointed Petronella Donovan to the Transportation Advisory Committee.

4. CITIZEN COMMENTS

Tom Geil, resident of Oregon City, requested allowing more citizen input at a Planning Commission hearing.

There was discussion regarding the time limitations for public comment and the ability for unlimited written comment.

Mr. Geil also questioned how many meetings a Planning Commissioner could miss. He thought if a commissioner was not performing their duties, they should be removed.

Dorothy Dahlsrud, resident of Oregon City, discussed preserving a unique tree grove in the Park Place area.

Karla Laws, resident of Oregon City, discussed concerns about multi-family developments on Molalla Avenue.

John Vahey, resident of Oregon City, said a wetland had been identified incorrectly on his property and he would like the map amended.

5. PRESENTATIONS

No presentations given.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. Resolution No. 22-20, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio and Declaring and Emergency
- 7b. Parks and Cemetery Division Replacement Vehicle
- 7c. Public Improvement Contract with Sierra Santa Fe Corporation for the 2022 Preventive Pavement Maintenance – Chip Seal/Fog Seal and Striping (CI 22-004)
- 7d. Public Improvement Contract with Blackline, Inc. for the 2022 Preventive Pavement Maintenance Type II Slurry Seal (CI 22-003)
- 7e. Public Improvement Contract with S-2 Contractors, Inc. for the 2022 Oregon City Roadway Pavement Project (CI 21-008)

8. PUBLIC HEARINGS

- 8a. Appeal of the Approval of a New Three-Story 30-Unit Apartment Complex Located Near Kamm Street (AP 22-00001; AP-22-0000; GLUA-21-00066; SP-21-00017; NROD 21-00018)

Commission President McGriff opened the public hearing.

Bill Kabeiseman, City Attorney, provided some background information regarding the legal requirements and the 120-day deadline. He asked for any declarations of bias, conflicts of interest, or ex parte contacts. Commissioner O'Donnell and Commission President McGriff visited the site prior to the meeting.

Christina Robertson-Gardiner, Senior Planner, provided the staff report. There were two appellants, the Elyville Neighborhood Association and Dave Wakefield. The Commission review was limited to the issues identified in the appeal and no new evidence was allowed. There were items submitted that were new evidence and not part of the record. She discussed the options for the appeal. She provided a background on the application, site plan, elevations, wetlands, and tree removal.

Josh Wheeler, Assistant City Engineer, discussed the transportation/Kamm Street connection and stormwater requirements.

Ms. Robertson-Gardiner discussed the Natural Resources Overlay District (NROD) and definition of stream, Type I tree mitigation, and other issues brought up by the appellants.

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There was discussion regarding the width of Kamm Street, setbacks, open space, and easement vs. right-of-way.

Todd Iselin and Ivy Watson, applicant representatives, provided a presentation on the proposed development of a 30-unit apartment project. They discussed the existing conditions, proposed layout, access, mix of 1- and 2-bedroom units, parking, landscaping, elevations, utility/stormwater plan, natural resources investigation, methods for the wetland and stream delineation, NROD findings, concurrences, and conclusion that the protected water feature did not extend as far onto the site as previously mapped and that the boundaries of the regulated NROD should be adjusted. They further discussed precipitation levels, upstream reach, and downstream reach.

Troy Brummel, resident of Oregon City, and Karla Laws, resident of Oregon City, provided testimony as representatives of the appellant Elyville Neighborhood Association. They expressed concerns about the extension of Kamm Street to Warner Milne, pedestrian and bicycle safety, parking, setbacks, erosion sediment control, groundwater infiltration, tree removal, NROD boundary, and uses prohibited in the NROD. They thought the developer had changed the scope of the land in the NROD before applying for a Type I verification. There was no unhoused encampment, and the trees should not have been removed.

Dave Wakefield, appellant, said he owned property abutting this development. He discussed the condition of Kamm Street and how the proposed connection would be a safety issue. He described his concerns regarding the ingress and egress of the development, emergency vehicle access, clearcutting in the NROD, devaluation of neighboring properties, no rise permit, and options beyond the Commission's decision. He did not think safety had been addressed in the documents.

Gary Avery, representing St. John the Apostle Cemetery, requested a ten-foot buffer on the north side of the building instead of the proposed 3-foot buffer. He was also concerned about flooding and safety. He agreed there had not been homeless on the property.

Brian Paulson, resident of Oregon City, discussed increased traffic and safety.

Katherine Piecelowitz, resident of Oregon City, discussed the density and zoning for the site and how she did not think this development was allowed. She also questioned the testing sites for the stream and wetlands delineation. There were requirements for protections for this type of stream, and piping was not allowed.

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

Mr. Iselin and Ms. Watson provided rebuttal. They addressed the neighbors' concerns about the easement, tree removal, emergency vehicle access, property values, homeless living in a shed that was demolished at the same time the trees were removed, how this was an outright allowed use in the zone, NROD verification, how the no rise permit and wildlife issues were not applicable, wetland delineation testing sites, and drainage mapping. Mr. Iselin said the applicant was willing to extend the 120-day deadline to June 8 if the commission needed more time. However, they would like the record to be closed.

There was discussion regarding the date of the extension.

Mr. Wakefield thought the commission should extend the deadline as long as needed to make a good decision. He explained he did not think bollards would be enough to address the safety issue on Kamm Street because it made it a through street and, at some point, it could be changed. A fence was needed to close off the property.

Mr. Brummel thought a fire truck backing up on Kamm Street was safer than opening it up and allowing cars through. NROD was not only about trees, but vegetation as well, and the scope was changed when the clearcutting occurred. He thought the applicant should have to do street improvements on the front access streets.

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Commission President McGriff closed the public hearing.

The Commission asked staff to bring back information regarding the building fronting a dead-end street, the definition of a stream, setbacks, NROD, transitioning an open flow channel to closed pipe, impact to modifying the property, condition added for tree mitigation on-site, screening from the cemetery, keeping the wetland viable for the water to flow where it needed to go, bollards on Kamm, and pedestrian access.

This item would come back to the June 1, 2022 meeting.

8b. First Reading of Ordinance 22-1001, the HB 2001 Housing Choices Code Update (GLUA 22-0002/LEG 22-00001)

Commission President McGriff opened the public hearing.

Mr. Kabeiseman said at the last meeting that the commission approved the first reading of this ordinance. However, new findings had been added at the request of the Fair Housing Council, and the previous ordinance had many options for the commission to choose from. He recommended doing a first reading again with the changes that had been made.

Christina Robertson-Gardiner, Senior Planner, reviewed the new items and public comments that had been received.

There was discussion regarding public notice requirements.

Dan Berge, resident of Oregon City, was in favor of the changes.

Commission President McGriff closed the public hearing.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the First Reading of Ordinance 22-1001, the HB 2001 Housing Choices Code Update (GLUA 22-0002/LEG 22-00001). The motion passed by the following vote:

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

Voting Nay: Commissioner O'Donnell

9. GENERAL BUSINESS

9a. City-Sponsored Special Event Program

This item was not discussed due to the lateness of the meeting.

10. COMMUNICATIONS

11. City Manager

The City Manager did not provide a report.

12. Commissioners

Commission President McGriff made a request on behalf of the Friends of the Buena Vista Clubhouse to apply for a grant.

Commissioner O'Donnell was not prepared to make a decision tonight.

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Commissioner Marl was concerned about what it would mean financially for the city down the road.

13. Mayor

None

14. ADJOURNMENT

Commission President McGriff adjourned the meeting at 10:55 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/17/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Resolution No. 22-29, Rescinding Resolution No. 13-27 and Adopting a New Oregon City Street Tree Species List

STAFF RECOMMENDATION:

Consider the recommendation and presentation (included) from the members of the Natural Resource Committee. Adopt the Resolution for the revised Street Tree List.

EXECUTIVE SUMMARY:

The Oregon City Street Tree List was last updated in 2013. Last summer, the City Commission asked the Natural Resource Committee to review and update the Street Tree List considering climate change and the appropriateness of species associated with various planting strip sizes, as well as evaluate the street tree standard drawing for opportunities to improve future tree health and ensure the best possible opportunity for tree success.

The NRC has since updated the Street Tree List and presented both the List and recommended code changes to staff and the City Commission. Staff is requesting direction to move forward with the presented code changes and has drafted a workplan that includes a public communication process. As requested by the City Commission, staff has also prepared a resolution to adopt the revised Street Tree List.

BACKGROUND:

In June, the NRC presented a revised *Street Tree List* that proactively prepares for climate change impacts. Considerations included tree species hardiness and minimizing the resource intensity needed for their maintenance. At the City Commission's request, the NRC attuned the list to address options for different planting strip sizes and guidelines to aid tree health and success, as well as reduce or prevent root system-related damage to infrastructure, with corresponding code changes as support.

Staff has developed a Workplan to guide the codification, public communication, and implementation processes of the recommended code changes.

The preliminary workplan is as follows, and includes a rough timeline:

1. **Formal direction from City Commission based on NRC recommendations** (August 2022)
2. **Communications Plan** (September-November 2022)
 - Public Outreach
 - Project Page (including tree permit link) w/narrative and FAQs.
 - Email, social media, flyer, monthly Trail News campaign
 - Survey
 - Commission/Committee Outreach
 - Send emails to Chamber, DSG, others
 - CIC Presentation, NRC update, Planning Commission work session.
3. **City Commission work session after survey and public outreach** (November 2022-January 2023)
 - Present the results of outreach and public comments.
4. **Legislative Land Use process** (February-April 2023)
 - Communication/outreach procedures as needed
 - Process Legislative Update (PC & CC hearings)

OPTIONS:

1. Adopt the NRC's revised Street Tree List and direct staff to proceed with code revisions.
2. Direct staff to make further revisions to the Street Tree List that can be brought back to the City Commission for adoption.
3. Deny adoption of the revised Street Tree List and retain the currently adopted Street Tree List.

RESOLUTION NO. 22-29

A RESOLUTION RESCINDING RESOLUTION NUMBER 13-27 AND ADOPTING A NEW OREGON CITY STREET TREE SPECIES LIST

WHEREAS, on December 4th, 2013, the City Commission adopted Resolution 13-27, a resolution by the City of Oregon City establishing a permitted street tree species list; and

WHEREAS, the Oregon City Municipal Code, Section 12.08.015 – Street Tree Planting and Maintenance Requirements, requires, in part, that species of street trees shall be selected from the Oregon City Street Tree List or be approved by a certified arborist; and

WHEREAS, City staff has worked with the Natural Resources Committee to research, review, and prepare the Oregon City Street Tree List (attached as Exhibit 1), which identifies the appropriate species of trees to plant according to applicable planter strip widths; and

WHEREAS, regulating the species of trees installed in the public right of way is in the best interest of the City to ensure that public infrastructure is not impacted by the planting of trees and that they do not cause maintenance problems; and

WHEREAS, regulating the species of trees installed in the public right of way is in the best interest of the City to ensure that the tree species on the Street Tree List are adaptive to climate change realities in ways that minimize long-term maintenance resource requirements, reduce the likelihood of hazards, and ensure healthy long-term street tree growth and success.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby rescinds Resolution Number 13-27 and adopts the Oregon City Street Tree List, set forth herein as Exhibit 1, as the designated Street Tree List for the City, which will become effective August 17th, 2022.

Approved and adopted at a regular meeting of the City Commission held on the 17th day of August 2022.

DENYSE C. MCGRUFF
Commission President

Attested to this 17th day of August 2022:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachments:
Exhibit 1 – 2022 Street Tree List

OREGON CITY STREET TREE LIST (Reso. 22-29, Adopted 08/17/2022)

COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes
RECOMMENDED STREET TREES FOR 2.5' TO 3' PLANTING STRIP									
American Hornbeam - Palisade (Carpinus caroliniana 'CCS'	Carpinus caroliniana	30'	15'	yes	upright, narrow	upright variety			
Tschonoskii Crabapple	Malus tschonoskii -3	30	15'	yes	Upright	Lovely reddish-orange to red fall foliage	White flowers, fruit. Often has multiple leaders so careful pruning required to avoid overcrowding.	No	Tougher than most crabapples.
Bigleaf Snowbell Tree	Styrax obassia	35	25'	Yes	upright and pyramidal-oval when young, rounded with age.	dark green above, pubescent beneath	Flowers white, fragrant	No	
Chinese Fringetree	Chionanthus retusus	20	25'	yes	Upright, oval	Fragrant white "fringe-like" flowers	Showy white fluffy flowers at branch tips. Olive-like blue fruits on female trees.	No	
Chinese Pistache	Pistachia chinensis - 4	25	25'	Yes	Oval, Rounded or Umbrella	Green. Red, Gold, Orange or Multicolored in Fall.	Inconspicuous. Flowers in Spring. Fruit Prolific, Red or Mostly Blue Drupe.	No	
Crape Myrtle	Lagerstroemia cultivars -5	20	20'	Yes	Oval, Rounded, Umbrella or Vase	Dark green, usually with a slight gloss.	Showy, Lavender, Pink, Red, Rose or White. Flowers in Summer.	No	
Hedge Maple	Acer campestre	35	30	Yes	Round to oval	Dark green turning yellow	Corky bark that is striking in winter	No	
Paperbark Maple	Acer griseum - 6	25	20	Yes	Narrow to rounded	Dark green above, silvery below turning brilliant red	thin strips	No	
Roughbark Maple	Acer triflorum	25	20'	Yes	Oval	dark green, becoming yellow, orange and/or scarlet in fall;	Flower yellow.	No	
Vine Maple	Acer circinatum	25	10	Yes	Upright, spreading	Medium green turning orange to bright red	Winged fruit resembling bow ties, thrives in shade	Native	
Japanese Snowbell	Styrax japonicus	25	25'	Yes	Rounded, horizontal	Medium to dark green, glabrous above.	Flowers perfect, bell-shaped, 2 cm wide, white with yellow stamens	No	
Japanese Tree Lilac	Syringa reticulata - 7	25	20'	Yes	Pyramidal	Green	White panicles and yellow brown fruit	No	
Eastern Redbud	Cercis canadensis - 8	35	30	Yes	Round	Rich green, heart shaped turning yellow	Small rosy pink flowers with 4-6 dried pods	No	Weak wood, not drought tolerant
Lavelle Hawthorn	Crataegus x lavalleyi - 9	30	20	Yes	Upright, open	Glossy green turning bronze to copper red	White cluster flowers, showy orange-red fruit	No	
Summer Sprite Linden	Tilia cordata 'Halka'	20	15'	Yes	Dense compact crown, sheared appearance	Yellow fall color	JF Schmidt small varietal	No	prone to aphids and sticky sap drop below canopy

COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes
RECOMMENDED STREET TREES FOR PLANTING IN 3' TO 4' PLANTING STRIP									
Trident Maple	<i>Acer buergeranum</i> - 10	25	20	Yes	Oval to Round	Glossy green turning yellow orange red	Exfoliating bark, adaptable to varied conditions	No	Nice looking tree, cool bark, unique leaf, have performed above par (better than Japanese maples in the sun and heat).
Vine Maple	<i>Acer circinatum</i>	25	10	Yes	Upright Spreading	Medium green turning bright orange and red	Northwest native maple, open delicate form, thrives in shade	Native	
Pyramidal Serviceberry	<i>Amelanchier canadensis pyramidalis</i>	30	20	Yes	Very upright	Dark green turning brilliant red and orange	White flowers in spring, dark purple fruit attract birds		not drought tolerant
Allegheny Serviceberry	<i>Amelanchier laevis</i>	25	15	Yes	Upright and oval	Green turning orange	White flowers in spring, blue purple fruit attract birds	No	not drought tolerant
Western serviceberry	<i>Amelanchier alnifolia</i>	25	25	Yes	Vertical, dense		Metro Green Street Tree**	Native	not drought tolerant
Eddies White Wonder Dogwood	<i>Cornus nutalli X florida</i>	40	15	Yes	Dense horizontal drooping	Good red fall color	White flowers	Partly	not drought tolerant
Columnar Goldenrain	<i>Koelreuteria paniculata fastigiata</i>	30	16		Narrow Fastigate	Green turning yellow	Yellow flowers in summer, brown persistent fruits, tolerant of poor conditions	No	
Goldenrain Tree	<i>Koelreuteria paniculata</i> -12	30	20		Round, Open	Green turning yellow	Yellow flowers in summer, brown persistent fruits, tolerant of poor conditions	No	
Japanese Tree Lilac	<i>Syringa reticulata</i>	25	15	Yes	Pyramidal	Green	White panicles and yellow brown fruit	No	
Ivory Silk Tree Lilac	<i>Syringa reticulata</i> 'Ivory Silk'	25	15	Yes	Pyramidal	Green	White panicles and yellow brown fruit	No	
Summer Sprite Linden	<i>Tilia cordata</i> 'Halka'	20	15'	yes	oval	Medium dark green leaves, excellent flowers for pollinators in early summer.	drought tolerant, low maintenance, easy to transplant. Semi-dwarf growth habit	No	Resilient tree, establishes well, prone to aphids and sticky sap drop below canopy
Crape myrtle	<i>Lagerstroemia</i> - larger tree-sized cultivars - 16	25-30	25	Yes	Usually upright, vase shaped	Red to reddish-orange in fall, best in full sun	Fall color varies by cultivar - Natchez = white, Arapaho = deep pink, Muskogee = pale lavender	No	Very heat tolerant but need watering for best flowering.

COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes
Crepe myrtle – Natchez	<i>Lagerstroemia indica</i>	15-25	15'	yes	shrub/tree, vase shape	Dark green, orange/red in fall	Has thin, gray bark that exfoliates, exposing smooth under-bark with varying colors ranging from brown to gray. White flowers	no	Very heat tolerant but flower best if watered in early summer
Crepe myrtle – Arapaho	<i>Lagerstroemia indica</i>	15-25	15'	yes	shrub/tree, vase shape	Dark green, orange/red in fall	Has thin, gray bark that exfoliates, exposing smooth under-bark with varying colors ranging from brown to gray. Deep pink flowers.	no	Very heat tolerant but flower best if watered in early summer
Crepe myrtle – Muskogee	<i>Lagerstroemia indica</i>	15-25	15'	yes	shrub/tree, vase shape	Dark green, orange/red in fall	Has thin, gray bark that exfoliates, exposing smooth under-bark with varying colors ranging from brown to gray. Pale lavender flowers.	no	Very heat tolerant but flower best if watered in early summer
Crepe myrtle – Wichita	<i>Lagerstroemia indica</i>	15-25	15'	yes	shrub/tree, vase shape	Dark green, orange/red in fall	Has thin, gray bark that exfoliates, exposing smooth under-bark with varying colors ranging from brown to gray. Deep purple flowers	no	Very heat tolerant but flower best if watered in early summer
RECOMMENDED STREET TREES FOR PLANTING IN 4 ½' TO 5 ½' PLANTING STRIPS									
Pyramidal European Hornbeam	<i>Carpinus betulus "Fastigiata"</i>	35	20		Dense, Upright, Pyramid to Oval	Dark green turning yellow	Retains leaves into winter, small hard nutlets in clusters		strong wood, drought tolerant
Frans Fontaine Hornbeam	<i>Carpinus betulus "Frans Fontaine"</i>	35	15	Yes	Broadly oval	Dark green turning yellow			strong wood, drought tolerant
Cascara, chitum	<i>Frangula purshiana</i>	30	25	Yes	Upright	Green turn yellow	black berries ok for humans but not tasty, good for wildlife		not drought tolerant
Lavelle Hawthorne	<i>Crataegus x lavellei</i>	30	20		Upright	Dark glossy green turning bronze red	White flowers, red persistent fruit		
Saratoga Ginkgo	<i>Ginkgo biloba "Saratoga"</i>	30	30	Yes	Round	Greenish gold turning yellow	Avoid female plants, fruit is extremely messy and malodorous		strong wood, drought tolerant, pest/disease resistant. Beware stinky fruit on female trees
Chitalpa x tashkentensis	<i>xChitalpa tashkentensis</i>	30	30	Yes	Upright	No fall color to speak of	Tubular pink or white summer flowers attract hummingbirds. No seedpods (sterile hybrid). Heat tolerant.		Weak wood, not drought tolerant
Amur Maackia	<i>Maackia amurensis</i>	30	25'	Yes		Blue-green compound leaves. Unremarkable pale chartreuse fall color or none.	Small white flower clusters in summer attract pollinators. Few pests or diseases. Small, flat brown seedpods.		
Golden Colonnade Ginkgo	<i>Ginkgo biloba "Golden Colonnade" -17</i>	45	35		Narrow broadening in age	Medium green turning gold/yellow	Fruitless clone	No	strong wood, pollution and drought tolerant
Windover Gold Ginkgo	<i>Ginkgo biloba "Windover Gold"</i>	40	25'	yes	upright	Medium green turning gold/yellow	Fruitless clone	No	strong wood, pollution and drought tolerant
Princeton Sentry Ginkgo	<i>Ginkgo biloba "Princeton Sentry"</i>	40	15		Narrowly pyramidal	Light green turning bright yellow	Fruitless clone	No	strong wood, pollution and drought tolerant
Osage organge	<i>Maclura pomifera -18</i>	30	35	Yes	oval	fruitless/thornless varieties should only be chosen, leaves turn yellow in the fall	drought sensitive their first few years. Few pests or diseases. Only street tree in Moraceae family.	No	Strong wood, specify male trees only
American Hornbeam	<i>Ostrya virginiana - 19</i>	35	25		Oval	Medium green turning yellow	Male catkins visible in winter, greenish white nutlets	No	
Skyrocket Oak	<i>Quercus robur 'Fastigiata'</i>	45	15		Fastigiate	Dark green turning yellow brown	Interesting oak for very narrow spaces	No	
Chancellor Linden	<i>Tillia cordata 'Chancole'</i>	45	20		Pyramidal, upright	Dark green turning yellow	Yellow fragrant flowers attractive to bees	No	prone to aphids and sticky sap drop below canopy
"WirelessTM" Zelkova	<i>Zelkova serrata 'Schmidtlow'</i>	24	36	Yes	Broadly spreading vase	Medium green turning red		No	
Mushshino Zelkova	<i>Zelkova serrata "Musashino"</i>	45	20		Very narrow upright vase	Medium green	ideal for narrow street, good canopy clearance	No	

COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes
Emerald Sunshine elm	<i>Ulmus propinqua</i> 'JFS Bieberich' - 21	35'	25'	Yes	Upright and vase shaped	Medium green turning yellow	heat and drought tolerant. Native to China	No	Excellent resistance to DED and elm-leaf beetle.
Emerald Avenue European Hornbeam	<i>Carpinus betulus</i> – 'JFS-KW1CB'	40'	28'	no	oval	green in summer, light gold in fall	strong wood, drought tolerant	no	improved form
Beacon oak	<i>Quercus bicolor</i> 'Bonnie and Mike'	40'	15'	no	upright	green in summer, yellow fall color	strong wood, good in wet soils	no	narrow swamp white oak
RECOMMENDED STREET TREES FOR PLANTING IN 6' TO 8' PARKING STRIPS									
European Hornbeam	<i>Carpinus betulus</i>	50	35		Oval to Round	Dark green to golden yellow	Holds leaves into winter	No	
Hackberry	<i>Celtis occidentalis</i> - 22	40	30		Oval	Dark green turning yellow	**Metro Green Street Tree	No	
Katsura Tree	<i>Cercidiphyllum japonicum</i> - 23	40	35		Oval	apricot tones. More orange-red fall color on 'Rotfuchs' cultivar.	trees. Often sends up multiple leaders which requires thinning to produce good structure. Is sole species in its	No	Very drought sensitive.
Persian Ironwood	<i>Parrotia persica</i>	35	20'	yes	Upright	various fall color from butter yellow to orange/red/maroon - sometimes all three on same tree. Interesting bark mosaic of green, white, brown	being new, though mature trees produce many competing branches that grow very thick so careful pruning required to space those out for good form. Few if any pests	No	Strong wood, drought tolerant
Yellowwood	<i>Cladastris lutea</i> - 24	40	35		Round	Yellow to bright green, orange/yellow fall	White fragrant flower clusters	No	
Tricolor Beech	<i>Fagus sylvatica</i> 'Roseo-Marginata'	40	30		Broad Oval	Purple with light pink border		No	
Saratoga Ginko	<i>Ginkgo biloba</i> 'Saratoga'	30	30		Round	Green gold to yellow	Avoid female plants, fruit is extremely messy and malodorous	No	
Golden Colonnade Ginkgo	<i>Ginkgo biloba</i> "Golden Colonnade" -17	45	35		Narrow broadening in age	Medium green turning gold/yellow	Fruitless clone	No	strong wood, pollution and drought tolerant
Windover Gold Ginkgo	<i>Ginkgo biloba</i> "Windover Gold"	40	25'	yes	upright	Medium green turning gold/yellow	Fruitless clone	No	strong wood, pollution and drought tolerant
Princeton Sentry Ginkgo	<i>Ginkgo biloba</i> "Princeton Sentry"	40	15		Narrowly pyramidal	Light green turning bright yellow	Fruitless clone	No	strong wood, pollution and drought tolerant
Shademaster Honeylocust	<i>Gleditsia triacanthos</i> 'Shademaster'	45	35		Vase	Dark green turning yellow		No	specify "thornless" male trees
Skyline Honeylocust	<i>Gleditsia triacanthos</i> 'Skyline'	50	30		Broad pyramidal	Medium green turning golden		No	
Halka Honeylocust	<i>Gleditsia triacanthos</i> 'Christie'	55	40		Upright	Green, yellow fall		No	
Kobus Magnolia	<i>Magnolia kobus</i> - 26	40	30		Round	Dark green	Evergreen leaves and flowers	No	
Royal Burgandy Cherry	<i>Prunus serrulata</i> 'Royal Burgandy'	30	20		Vase	Purple red to red and orange	Pink flowers	No	
Skymaster Oak	<i>Quercus robur</i> 'Pyramich'	50	25		Pyramidal	Dark green turning yellow		No	
Forest Green Oak	<i>Quercus frainetto</i> 'Schmidt'	50	30		Upright w/ strong central leader	Glossy deep green		No	
Glenleven Linden	<i>Tilia cordata</i> 'Glenleven'	45	30		Pyramidal	Medium green turning yellow		No	
Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'	40	30		Pyramidal, symmetrical	Dark green, yellow fall		No	
Redmond Bigleaf Linden	<i>Tillia americana x euchlora</i> "Redmond"	35	25		Pyramidal	light green, yellow fall		No	
Rancho Linden	<i>Tillia cordata</i> 'Rancho'	40	30		Vigorous pyramidal	Small leaves		No	
Frontier Elm	<i>Ulmus</i> 'Frontier'	40	30		Broadly oval	Glossy green, burgundy fall	Resistant to Dutch elm disease and phloem necrosis but moderately susceptible to elm leaf beetles.	No	
Accolade Elm	<i>Ulmus japonica</i> x <i>wilsonia</i>	70	60		Vase shaped w/ arching limbs	Glossy green, yellow fall	Resistant to Dutch elm disease and phloem necrosis	No	Re+K113:P114sistant to elm leaf beetle and dutch elm disease
Triumph Elm	<i>Ulmus</i> 'Morton Glossy'	70	60		Upright oval to vase shaped	Glossy dark green, yellow fall		No	
Green Vase Zelkova	<i>Zelkova serrata</i> 'Green Vase'	50	40		Vase shaped w/ upright arching limbs	Green, yellow fall		No	
Halka Zelkova	<i>Zelkova serrata</i> 'Halka'	45	30		Vase	Medium green turning yellow	Cultivar	No	
Village Green Zelkova	<i>Zelkova serrata</i> 'Village Green'	40	38		Vase to round	Deep green / rusty red fall	Not recommended for high wind areas	No	
"WirelessTM" Zelkova"	<i>Zelkova serrata</i> 'Schmidtlow'	24	36		Broadly spreading vase	Medium green turning red	Cultivar	No	
Musashino Zelkova	<i>Zelkova serrata</i> 'Musashino'	45	20		Very narrow upright vase	Medium green	Good for narrower street, clearance beneath canopy	No	
Hardy rubber tree	<i>Eucommia ulmoides</i>	45-50'	40		Round	dark green, elm like leaves. No fall color.	Moderately drought tolerant, low maintenance, sap is stringy latex "rubbery"	No	
Lacebark elm, Chinese elm	<i>Ulmus parvifolia</i> - 27	40	50		Upright, vase, rounded	Semi-evergreen in some cultivars, others can have good yellow, orange or red fall color.	Exfoliating bark, adaptable to varied conditions	No	Resistant to Dutch Elm disease, phloem necrosis and pollution,
Blue Spanish fir	<i>Abies pinsapo</i> 'Glauca' - 28	50-60'	20-30'		Pyramidal one young, then broadening	Glauca' has bluish gray foliage,	Pink pollen cones are attractive against blue foliage.	No	More drought tolerant than other true firs.

COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes
Silverleaf oak	<i>Quercus hypoleucoides</i> - 29	30-65'	30-40'		Upright, becoming more rounded	Gray leaf tops, silvery undersides. Evergreen.	Acorns are good for wildlife.	No	Very drought and heat tolerant.
Canyon live oak	<i>Quercus chrysolepis</i> - 30	30-60'	30-40'		Rounded	Deep gray, evergreen.	Acorns are good for wildlife.	Native	Very drought and heat tolerant.

RECOMMENDED STREET TREES FOR PLANTING IN 8 ½' AND LARGER PARKING STRIPS

Please Note: Species with a * are from Metro's illustrated Guide "Trees for Green Streets". They should be planted in an 8' or larger planter strip, or if in a tree well, at least 5' by 5' with removable pavers to make room for the tree as it grows.

Grand fir	<i>Abies grandis</i>	100	40		Upright, vertical, dense	Needles	Metro Green Street Tree**	Native	
Globe Serviceberry	<i>Amelanchier canadensis oblongifolia</i>	60	40		Round	Green turning bright yellow red	White flowers	No	Not drought tolerant
Katsura Tree	<i>Cercidiphyllum japonicum</i>	40	35		Oval	Blue green turning yellow to scarlet		No	Drought sensitive.
Deodar cedar	<i>Cedrus deodara</i>	80	60		Horizontal, dense		Metro Green Street Tree** Evergreen conifer.		
Atlas cedar	<i>Cedrus libani</i> ssp. <i>Atlantica</i>	60	60		Broad, spreading with age	Green in the species, brilliant blue in 'Glauca'	Metro Green Street Tree** Evergreen conifer. is easily damaged by the sun. Very shade tolerant. Fairly shallow roots. Casts dense shade - hard to grow anything	No	Drought tolerant
Purple Rivers Beech	<i>Fagus sylvatica 'Riversii'</i>	60	40		Oval	Deep purple turning bronze		No	strong wood
Tricolor Beech	<i>Fagus slyvatica 'Roseo-Marginata'</i>	40	30		Broad Oval	Purple with light pink border	Shade tolerant. Casts dense shade. Not drought tolerant. Fruitless, long-lived. Few pests or diseases. Tolerant of air pollution. Not much wildlife benefit.	No	strong wood
Shangri La Ginkgo	<i>Ginkgo biloba 'Shangri La</i> - 33	55	40		Upright then oval, rounded	Green turning to yellow		No	Drought tolerant once established
Halka Honeylocust	<i>Gledisia triacanthos 'Christie'</i>	55	40		Upright	Green turning yellow	Podless (mostly) and thornless	No	drought tolerant
Kentucky Coffee Tree	<i>Gymnocladus dioicus</i>	70	40		Open	Bipinnately compound leaves turn yellow	Espresso and True North cultivars are podless. Few pests or diseases.	No	strong wood, drought tolerant
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	70	25		Pyramidal to oval	Green turning orange to russet in fall	Deciduous conifer, looks like a redwood in summer	No	
Black Tupelo	<i>Nyssa sylvatica</i>	40	20	Yes	Pyramidal when young, spreading w/ age	Dark green glossy, copper/red in fall	Inconspicuous flowers are good for pollinators and excellent for honey. Birds relish blue fruits.	No	
Chinese scholar tree	<i>Sophora japonica</i>	50	40		Oval	Green, yellow in fall	Metro Green Street Tree**,	No	
London plane	<i>Platanus × acerifolia</i> - 34	100	65		Spreading	Green turning red in fall	Metro Green Street Tree**, Not shade tolerant, needs ample space, somewhat susceptible to disease and pests	No	
Bur Oak	<i>Quercus macrocarpa</i>	80	40		Horizontal, dense	Glossy green above and paler below		No	
Shumard Oak	<i>Quercus shumardii</i>	70	50		Horizontal, open	Glossy, dark green, turning brown to red in fall	Large acorns, tolerates drought and seasonal flooding	No	
Swamp White Oak	<i>Quercus bicolor</i>	60	45		Vertical, dense	Glossy green above, gray / white pubescent below.	some tolerance to drought and urban conditions	No	easy to transplant, good for tree wells, heat/drought tolerant
Oregon White Oak	<i>Quercus garryana</i>	65	45		Vertical, dense	Dark green, round lobed turning brown	Excellent wildlife tree, Needs ample space, sunlight.	Native	drought tolerant, tough to transplant
English Oak	<i>Quercus robur</i>	60	40		Vertical, dense	Dark green above, bluish green below,	Tolerates drought / seasonal flooding, poor soils, prefers well-drained soil	No	
Accolade Elm	<i>Ulmus hybrids</i>	60	40		Vase	Lustrous, smooth, dark green turning yellow	Resembles American elm, Reportedly tolerant of Dutch elm disease, elm leaf miner and elm leaf beetle	No	
Halka Zelkova	<i>Zelkova serrata 'Halka'</i>	45	30		Vase	Medium green turning yellow	Resistant to DED.	No	
Chinkapin oak	<i>Quercus muehlenbergii</i>	45-50'	45	no	round	dark green, brown in fall	tough, drought tolerant	no	
Texas red oak	<i>Quercus nuttallii</i>	50'	45	no	round	green in summer, red in fall	adapted to wet soils	no	
Forest Knight oak	<i>Quercus robur</i> x <i>Q. alba 'Tabor'</i>	50'	45'	no	round	green in summer, orange-red in fall	hybrid vigor, improved resistance to powdery mildew		
Burgundy Vase zelkova	<i>Zelkova serrata 'Burgundy Vase'</i>	60-75'	50-60'		Similar vase shape to Green Vase with better branch angles	Burgundy fall color	Improved canker resistance. Resistant to DED.	No	
Southern red oak, dagger oak	<i>Quercus falcata</i> - 36	60-80	40-60		Straight trunk, open-rounded crown	Reddish-brown in fall but not very showy.	Acorns feed wildlife. Bark dark and furrowed with age.	No	Moderately drought tolerant.
Black oak	<i>Quercus velutina</i> - 37	50-65	50-60		Globe-shaped, spreading crown	Green turning gold, brown or red.	Dark bark. Acorns are excellent food for wildlife.	No	Drought tolerant, tough tree for poor soils.
Cork oak	<i>Quercus suber</i> - 38	70-90	50-60		Tall and spreading	Grayish green.	Thick corky bark - the source of commercial cork.	No	Very drought tolerant.

OREGON NATIVE TREE SPECIES

Please Note: In general, native trees are NOT recommended as Street Trees within parking strips due to the large planting area required (at least 10' wide). There are some exceptions, which are listed above. Large native trees are appropriate behind the sidewalk in a yard or park area. The city encourages the planting of native plants and trees where appropriate. For further information, please refer to the following resources:
OSU Extension Service Landscape Plants website <http://oregonstate.edu/dept/ldplants/native-or.htm#native>
Oregon City Native Plant List <http://www.orcity.org/sites/default/files/Native%20Plant%20List.pdf>
Portland Plant List <http://www.portlandonline.com/auditor/index.cfm?&a=322280&c=34460>

COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes
Metro Trees for Green Streets	Booklet (For Purchase)	http://www.oregonmetro.gov/index.cfm/go/by.web/id=26337							
OTHER LARGE TREES									
<i>Please Note: Many species of large trees are NOT recommended as Street Trees within parking strips due to the large planting area required (at least 10' wide) or because they have certain characteristics that make them unsuitable as street trees (e.g. intolerance of clay soils, dust, or weaker structure or wood). There are some exceptions, which are listed above.</i> <i>Large trees may be appropriate behind the sidewalk in a yard or park area. The city encourages the planting of large trees where appropriate. For further information, please refer to the following resources:</i> Portland Plant List http://www.portlandonline.com/auditor/index.cfm?&a=322280&c=34460 Metro Trees for Green Streets http://www.oregonmetro.gov/index.cfm/go/by.web/id=26337 Booklet (For Purchase)									

Remove/Hiatus	COMMON NAME	SCIENTIFIC NAME	MATURE HEIGHT (ft)	CANOPY SPREAD (ft)	POWER LINE OK?	STRUCTURE	FOLIAGE	FLOWERS, FRUIT, OTHER SPECIAL INTEREST	OREGON NATIVE?	Notes						
Hiatus	Rocky Mountain Glow Maple	<i>Acer grandidentatum "schmidt"</i>	25	15	Yes	Oval	Dark green turning bright orange to red	Requires well drained soil	No							
Hiatus	Queen Elizabeth Hedge Maple	<i>Acer campestre</i> "Queen Elizabeth"	35	30	Yes	Upright, Oval	Dark green turning yellow									
Hiatus	Paperbark Maple	<i>Acer griseum</i>	30	20	Yes	Round	Green w/silver under, bright red orange in fall	Interesting cinnamon brown under exfoliating bark								
Hiatus	State StreetTM Maple	<i>Acer miyabei</i> 'Morton'	45	30		Upright, oval	Dark green turning yellow	Native to Japan, endangered	No							
Hiatus	Sycamore Maple	<i>Acer pseudoplatanus</i>	60	50		Wide spread	Green turning yellow		No	Outside its native range has proven invasive, as in the U.K.						
Hiatus	Wineleaf Sycamore Maple	<i>Acer pseudoplatanus</i> 'Spaithii'	30	50		Pyramidal	Dark green		No							

To: Mayor Rachel Lyles Smith, Commissioner Rocky Smith, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Adam Marl
 From: The Oregon City Natural Resources Committee - Nancy Broshot (Chair), Samantha Wolf (Vice-Chair), Devon Pilney, Chris Weaver, Brain Kvisler
 Re: Recommended Oregon City Street Tree List

I am pleased to send you the updated street tree recommendations for Oregon City. The Natural Resources Committee spent many months discussing what trees should be recommended based on available growing space, what trees did well during the summer heat wave, as well as which trees were most damaged in February 2021's ice storm. We also took into account the predicted changes in climate as well as pests that are spreading across the country so that trees planted today would be most likely to survive in the future.

Our final list denotes what trees we recommend for specific parking strip widths. We decided to not recommend trees be planted in parking strips less than 3 feet in width. In fact, we encourage the City Commission to change the city code that currently requires that when street trees are removed from parking strips less than 3 feet (the current 2.5 to 3 foot space) they have to be replaced. Most of these areas are in the McLoughlin Neighborhood where roads were widened in the past, leading to these very narrow strips. Trees planted in such small places have higher mortality and often cause issues with sidewalks and streets. We discussed the idea of being required to plant a tree elsewhere on the lot but noted that many of these sites either already have large trees on their lots or have a very small lot that has no room for a tree. We'd like the city to amend the city code to not require home owners replant trees in such spaces, to not have to plant a tree elsewhere on their lots to make up for the lost tree, and to not fine people who choose to not plant a tree. We did list trees that could be planted in such areas if the homeowner does want to have a tree, but do not want people to have to do so. We also think this recommendation should reflect that any tree could cause sidewalk damage.

The recommended list is the result of many hours of work by NRC member Samantha Wolf. She talked with Jim Gersbach from Oregon Department of Forestry Wildfire Program, Kristin Ramstad from Oregon Department of Forestry, Urban and Community Forests Assistance Program, and Glen Ahrens from Oregon State University Extension. Other resources included tree lists from the City of Portland, the City of Milwaukie, the City of Ashland, and Metro.

We removed some current tree choices and placed them on a hiatus list. These are trees that we believe have been overplanted. Having a tree canopy with low diversity can create issues if a disease or pest comes into an area, resulting in a massive loss of street trees (e.g., the result of Dutch elm disease in the past). We also are encouraging the city to have a tree inventory conducted. We do not have accurate data on the percent of each species in the city's canopy. We recommend the city have a future Natural Resource Committee reevaluate our present list again in the future after the tree inventory has been completed or after 10 years from the adoption of this list.

We welcome any questions, concerns, or comments you have about this.

Thank you very much

Natural Resource Committee Street Tree Recommendation

Nancy Broshot, NRC Chair
Samantha Wolf, NRC Vice Chair
Aquilla Hurd-Ravich, Staff liaison
City Commission
June 7, 2022

Meeting Purpose

- Background
- Present the NRC recommendation on changes to the City's street tree list
- City Commission Direction for next steps



Street Tree Recommendation

Background

- Street tree list last updated in 2013
- Summer of 2021 City Commission asked NRC to review Street Tree List
 - Climate Change
 - Species that will not cause damage to sidewalks
 - Identify minimum planter widths
 - Review the City's standard planting detail
- NRC discussed beginning in August 2021 and finalized in February 2022



Research

Samantha Wolf, NRC Vice Chair, consulted with several agencies on best practices:

- Oregon Department of Forestry Wildfire Program
- Oregon Department of Forestry, Urban and Community Forest Assistance Program
- Oregon State University Extension

Consulted tree lists from:

- City of Portland
- City of Milwaukie
- City of Ashland
- Metro



Street Tree Recommendation

Reasons for NRC Recommendation

- Climate change
- Trees that did well in heat and ice storm
- Tree size (above and below ground)
- Removed trees that appear to be over planted



Goldenrain Tree

Recommendations for Planter Widths

Planter Width	# of recommended types
2.5 feet -3 feet	10 options
3 feet – 4 feet	12
4.5 feet – 5.5 feet	19
6 feet- 8 feet	34
8.5 feet and greater	29



Pyramidal European Hornbeam



Street Tree Recommendation

NRC Recommendation

- No longer require replanting of street trees in planter strips with widths less than 3 feet. The Street Tree List includes appropriate species should a property owner desire to replant a tree.
- When the planter strip is 3 feet or less do not require property owners to replant on their private property or pay a fee-in-lieu.
- Conduct a tree inventory and review the list again or review list in ten years if no inventory completed.



Commission Direction

1. Direct staff to proceed with adoption of the Street Tree List
2. Direct staff to proceed with adoption of the Street Tree List and pursue some or all of the NRC recommendations.
3. Provide specific feedback to the Natural Resource Committee and staff for further investigation and bring back revised recommendations



Katsura Tree

Questions/ Discussion



Street Tree Recommendation



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: 08/17/2022

SUBJECT:

Request for Leave of Absence by Commissioner O'Donnell

STAFF RECOMMENDATION:

Staff recommends authorizing Commissioner O'Donnell's request for a leave of absence.

BACKGROUND:

Commissioner O'Donnell has made a request for a leave of absence from all City Commissioner duties for a period not to exceed 60 days, due to a family emergency.

The Charter of Oregon City identifies that a City Commission may take action to declare a vacancy in the event a commissioner is absent for 60 days without consent.

Chapter VII – Vacancies in Office, Section 31 – What Creates Vacancy

An excerpt, "An office shall be deemed vacant upon ...; or in the case of a mayor or commissioner, upon his/her absence from the city for 30 days without the consent of the commission or upon his/her absence from meetings of the commission for 60 days without like consent, and upon a declaration by the commission of the vacancy."

City Commission may allow a leave of absence without any consequences.

OPTIONS:

1. Provide consent and authorize Commissioner's request for a leave of absence.
2. Withhold consent and deny Commissioner's request for a leave of absence.

Request for Leave of Absence

August 8, 2022

Due to a family emergency, effective immediately, I am requesting a leave of absence from all City Commissioner duties for a period not to exceed 60 days.

Respectfully,

Frank O'Donnell
Oregon City Commissioner



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Director, Parks and Recreation, Kendall Reid

Agenda Date: 08/17/2022

SUBJECT:

Clackamette Park Master Plan

STAFF RECOMMENDATION:

Staff recommend City Commission approve the Clackamette Park Master Plan.

EXECUTIVE SUMMARY:

The City of Oregon City, Oregon is conducting a public master planning and design process for Clackamette Park. The Clackamette Park site is a 25-acre property, located at 1955 Clackamette Drive, Oregon City. Clackamette Park is a charter park located at the confluence of the Willamette and Clackamas Rivers. It is Oregon City's only park designated as a regional park and due to the park location and types of facilities located on the property, it sees heavy use from residents of Oregon City and people throughout the region. Facilities at the site include an RV Park, playground area, shelter buildings, horseshoe pits, picnic areas, boat ramp, skate park, RV dump station, pathways, restroom building and parking facilities.

BACKGROUND:

The City of Oregon City, Oregon is working with Lango Hansen Landscape Architects on the master plan as described above. The team has conducted numerous stakeholder interviews. At the first public open house, held on March 1st, the design team shared the existing conditions of Clackamette Park. This was followed by a public survey to solicit input on the existing conditions of the park. At the second open house, held on April 26th, three site design options were presented to the public. The public was given the opportunity to comment on the three design options. A second public survey that solicited comments on the three site design options and was open through May 17th. Additionally, the three options were presented at a joint PRAC Oregon City Commissioners work session on May 10th. The refined site master plan was presented to a joint PRAC Oregon City Commission meeting on July 12th.

OPTIONS:

1. Approve Clackamette Park Master Plan.
2. Instruct staff to return with modifications to Clackamette Park Master Plan.
3. Do not approve Clackamette Park Master Plan and provide staff direction.

Clackamette Park Master Plan

City Commission Plan Update - August 17, 2022





CLACKAMETTE PARK MASTER PLAN

8.17.2022



lango.hansen LANDSCAPE ARCHITECTS PC

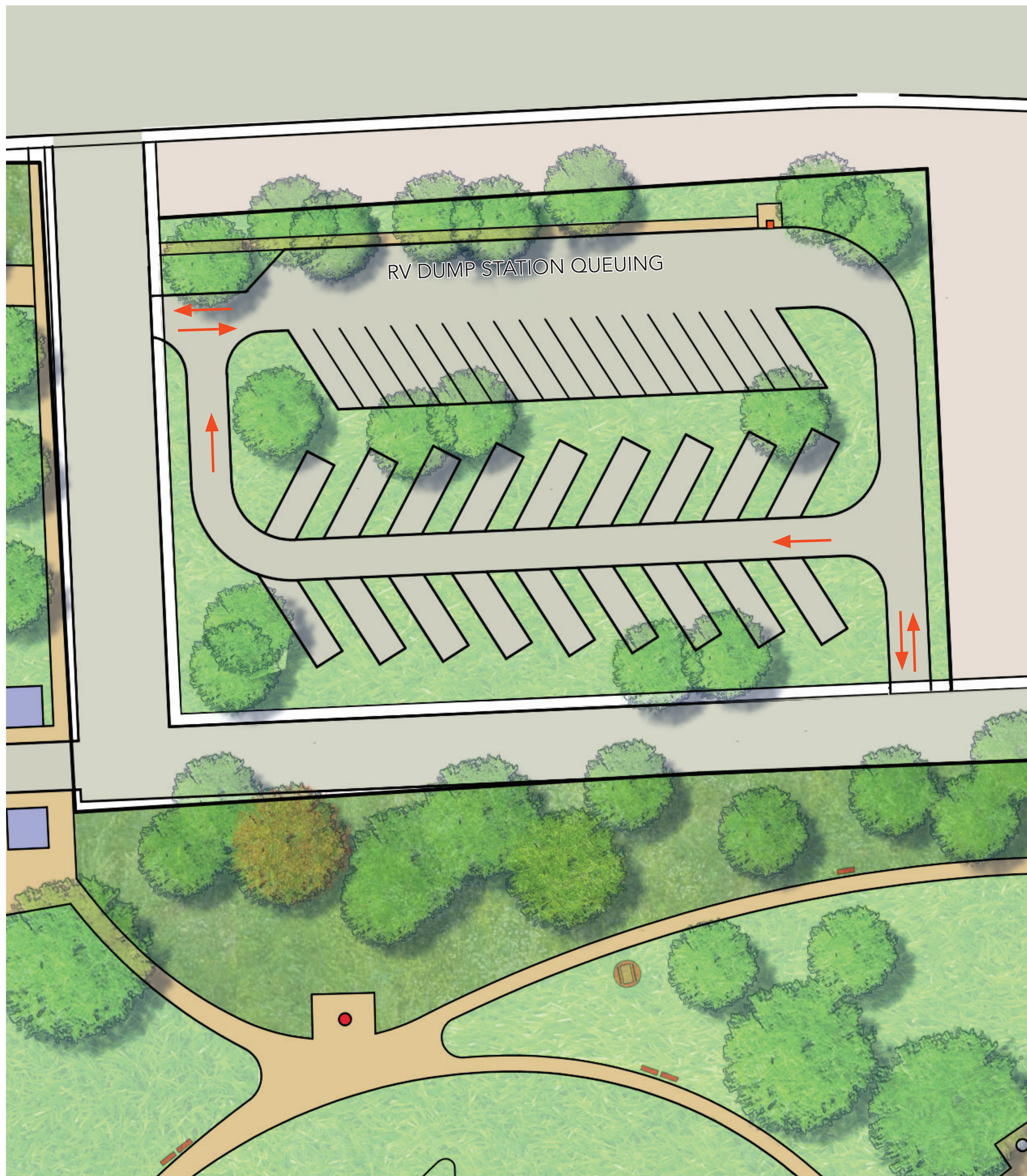




GREEN SPACE

	Turf Lawn	Shrub Beds/ Native Plants	Pedestrian Plaza
Existing	8.0 acres	10.4 acres	0 acres
Proposed	8.7 acres	10.4 acres	1.1 acres

The proposed master plan provides an increase of 1.8 acres of green space / open space.



RV PARK

- Provides 18 RV spaces
- 19 overflow trailer parking spaces provided
- Sanitary dump station hookup with onsite queuing for approximately 6-7 full length RVs (Current dump station has onsite queuing for approximately 3 RVs)



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 08/17/2022

SUBJECT:

Second Reading of Ordinance No. 21-1013, An Ordinance Withdrawing Territory from the Clackamas River Water District

STAFF RECOMMENDATION:

Approve Ordinance No. 21-1013 authorizing withdrawing of territory from the Clackamas River Water District (CRWD), as shown on Exhibits A and B.

EXECUTIVE SUMMARY:

This ordinance will withdraw properties from the Clackamas River Water District service boundary (territory). The affected properties reside within the city limits and are existing City water customers. There is no impact on customer water service or water rates.

BACKGROUND:

The City of Oregon City has a long history of providing safe, quality, reliable water to its customers. In accordance with statewide planning goals (ORS 197.175), the City of Oregon City assumes the responsibility to plan and zone the land uses within its urban service boundary.

ORS 222.524 allows Oregon City to withdraw territory from a water district after annexation to the city. As areas are annexed into the city and developed to City planned and zoned land-uses, water service is transferred to the city and the area is withdrawn from the Clackamas River Water District (CRWD).

In the past, areas were annexed to the City of Oregon City, redeveloped, and City water was provided, but it remained within the CRWD service territory. The City is currently going through the process of withdrawing annexed areas within the city that are current City customers within Phase 1.

Affected areas are shown on the map found in Attachment 1 – CRW Phase 1 Withdrawal Areas. More detailed maps with addresses have also been included for

reference as Attachment 2 – CRW Withdrawal Area Maps with Addresses. Future phases are anticipated as other properties are identified for withdrawal.

Customers will not see any change in their water service or water bill, but they will no longer be a part of the CRWD or have CRWD voting rights.

Key takeaways:

1. Removal of properties from the CRWD will not affect water service.
2. Removal of properties from the CRWD will not change water rates.
3. Removal of properties from the CRWD will mean that customers no longer have CRWD district membership rights.

As required by ORS 222.524, public notices were published and posted in advance of the hearing stating the date, time, place, and purpose of the July 20 public hearing (Attachment 3 – Public Notice).

OPTIONS:

1. Approve Ordinance No. 21-1013 as requested.
2. Approve Ordinance No. 21-1013 with specific modifications.
3. Deny Ordinance No. 21-1013. If the Commission chooses to deny the Ordinance, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$0.00

FY(s): Not Applicable

Funding Source(s): Not Applicable

ORDINANCE NO. 21-1013

AN ORDINANCE OF THE CITY OF OREGON CITY WITHDRAWING TERRITORY FROM THE CLACKAMAS RIVER WATER DISTRICT

WHEREAS, ORS 222.520 and 222.524 specify that whenever a part less than the entire area of a water district becomes incorporated as or annexed to the city, the city may cause that part to be withdrawn from the district at any time after such incorporation or annexation and after notice and hearing on the question of whether withdrawal is in the city's best interest; and

WHEREAS, the territory identified on attached Exhibit A – CRW Phase 1 Withdrawal Areas, and more particularly described in attached Exhibit B – Legal Descriptions and Maps, all of which are attached and incorporated by these references, is territory that in the past has been annexed to the City of Oregon City, but remained within the service area and territory of the Clackamas River Water District (CRWD); and

WHEREAS, in accordance with ORS 197.175 and state-wide planning goals, the City of Oregon City assumed the responsibility to plan and zone the land uses in the territory identified on attached Exhibit A – CRW Phase 1 Withdrawal Areas, and the city planned to provide city urban services to that territory; and

WHEREAS, said urban services have been provided to that territory and properties are current city water customers; and

WHEREAS, as required by ORS 222.524, the City Commission held a public hearing on July 20, 2022, to hear any objections to the proposed withdrawal of territory identified on attached Exhibit A – CRW Phase 1 Withdrawal Areas from the CRWD and to determine whether such withdrawal is in the best interest of the city; and

WHEREAS, as further required by ORS 222.524, the City Commission caused the appropriate notice of the date, time, place, and purpose of the July 20, 2022, public hearing to be published and posted in advance of the hearing; and

WHEREAS, the withdrawal of the territory identified on Exhibit A – Phase 1 Withdrawal Areas from CRWD is consistent with city policies and is in the best interest of the city.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Upon due consideration of all matters in the public record, including those raised and considered at the July 20, 2022, public hearing held with regard to the proposed withdrawal, the City Commission determines that the withdrawal of the territory identified in Exhibit A – CRW Phase 1 Withdrawal Areas, each more particularly described in Exhibit B – Legal Descriptions and Maps, from the service area of the CRWD is consistent with adopted City policies and in the best interest of the city.

Section 2. The territory identified in Exhibit A – CRW Phase 1 Withdrawal Areas, each more particularly described in Exhibit B – Legal Descriptions and Maps, is withdrawn from the CRWD and effective as of July 1, 2023.

Section 3. The City shall notify the Oregon Department of Revenue and Clackamas County tax assessor of this withdrawal on or before March 31, 2023. The City is authorized to finalize the exhibits in this ordinance to conform to any applicable filing or administrative requirements, provided no material change is made to a boundary's legal description or related map.

Section 4. If any provision of this ordinance is for any reason declared or held to be invalid or unenforceable by any court or administrative agency, the remaining provisions of this ordinance shall remain in full force and effect, and those provisions shall be enforceable to the fullest extent permitted by law.

Section 5. This ordinance shall take effect 30 days after it is passed by the City Commission.

First Reading this 20th day of July, 2022

Second Reading this 17th day of August, 2022

Attested to this 17th day of August, 2022.

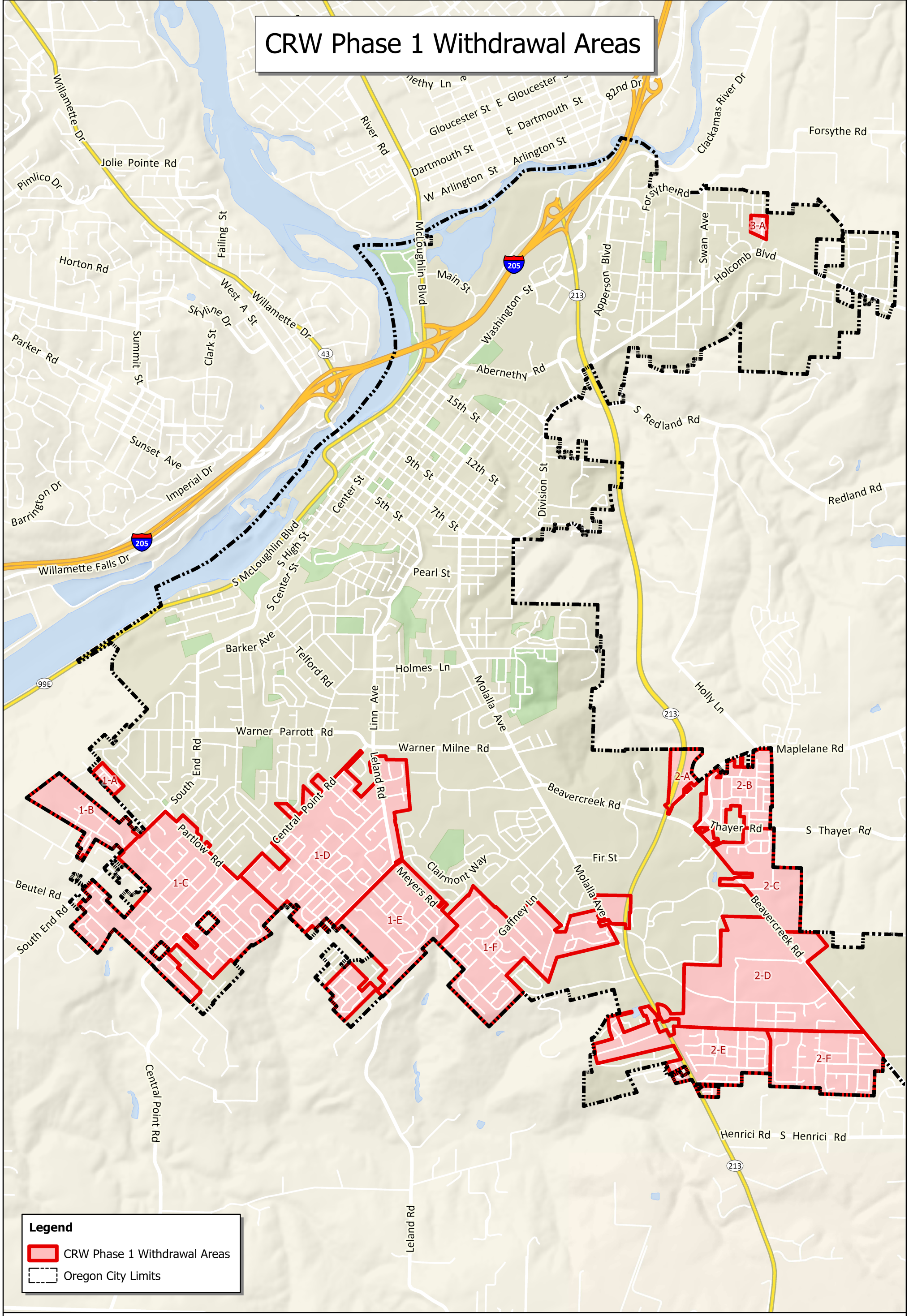
DENYSE C. MCGRUFF
City Commission President

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

CRW Phase 1 Withdrawal Areas

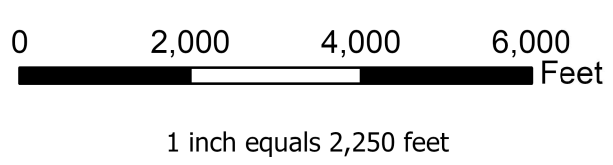


Legend

CRW Phase 1 Withdrawal Areas

Oregon City Limits

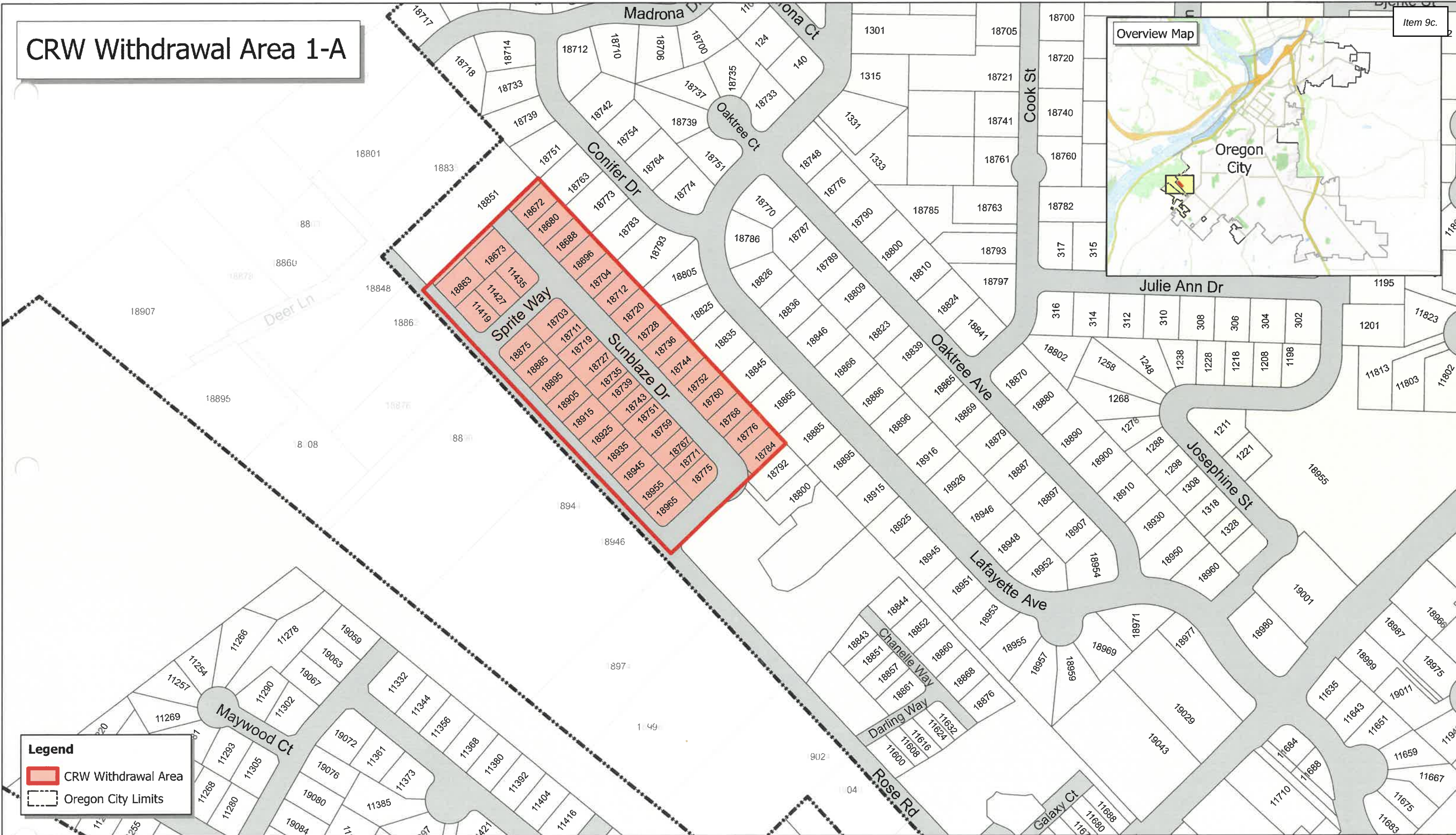
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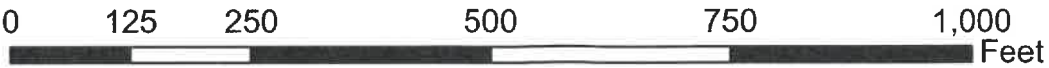
CRW Withdrawal Area 1-A



Legend

- CRW Withdrawal Area
- Oregon City Limits

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1 inch equals 200 feet



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CITY

CRW Withdrawal Area 1-B

Item 9c.

Overview Map

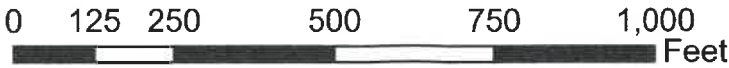


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CRW Withdrawal Area

Oregon City Limits

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1 inch equals 300 feet



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CRW Withdrawal Area 1-C

Item 9c.

Overview Map

Oregon
City

Legend

 CRW Withdrawal Area
 Oregon City Limits

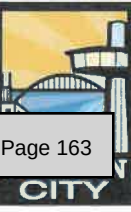
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1 inch equals 600 feet



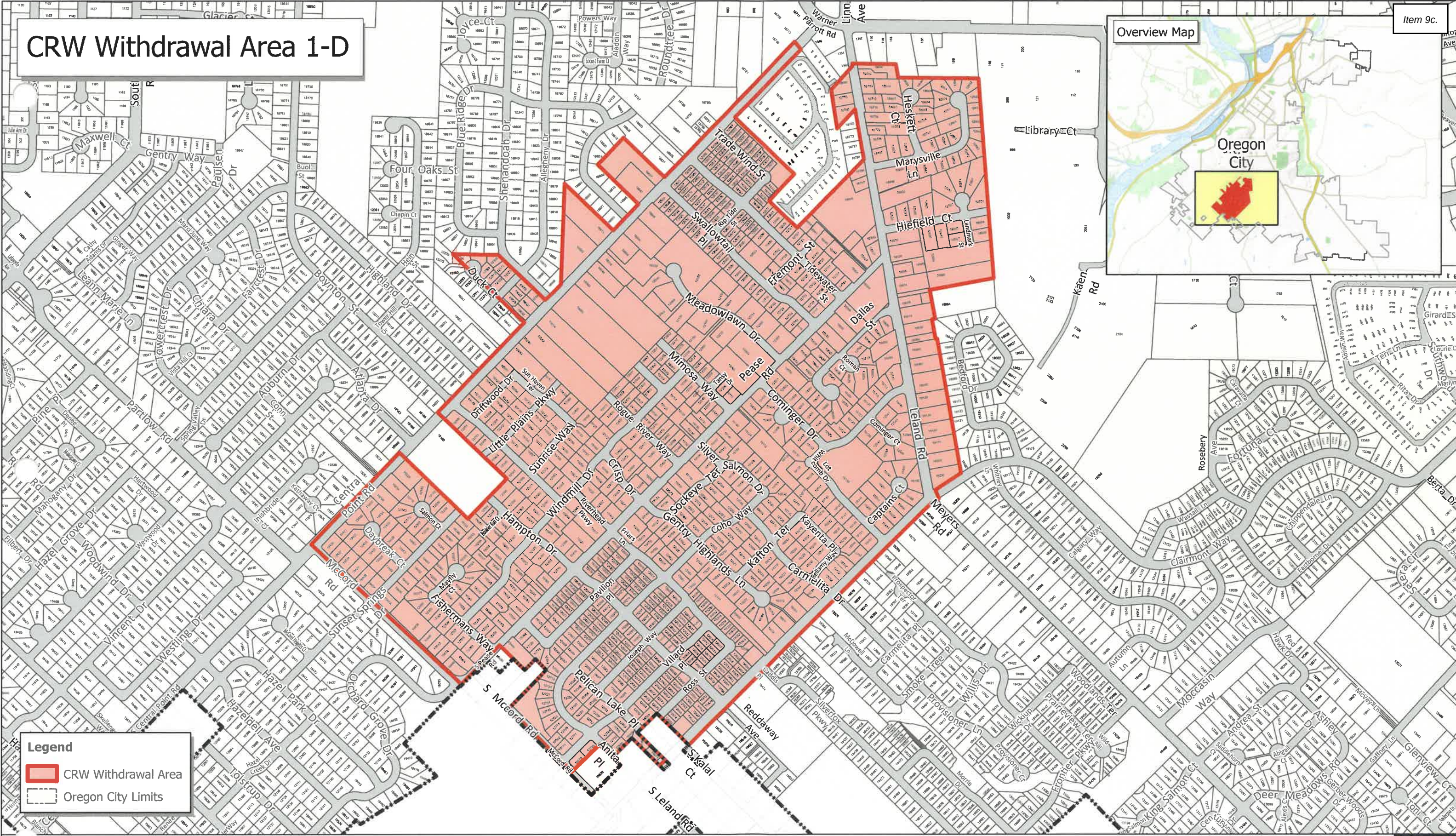
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CRW Withdrawal Area 1-D

Overview Map

Item 9c.

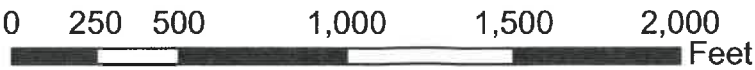


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CRW Withdrawal Area

Oregon City Limits

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1 inch equals 575 feet



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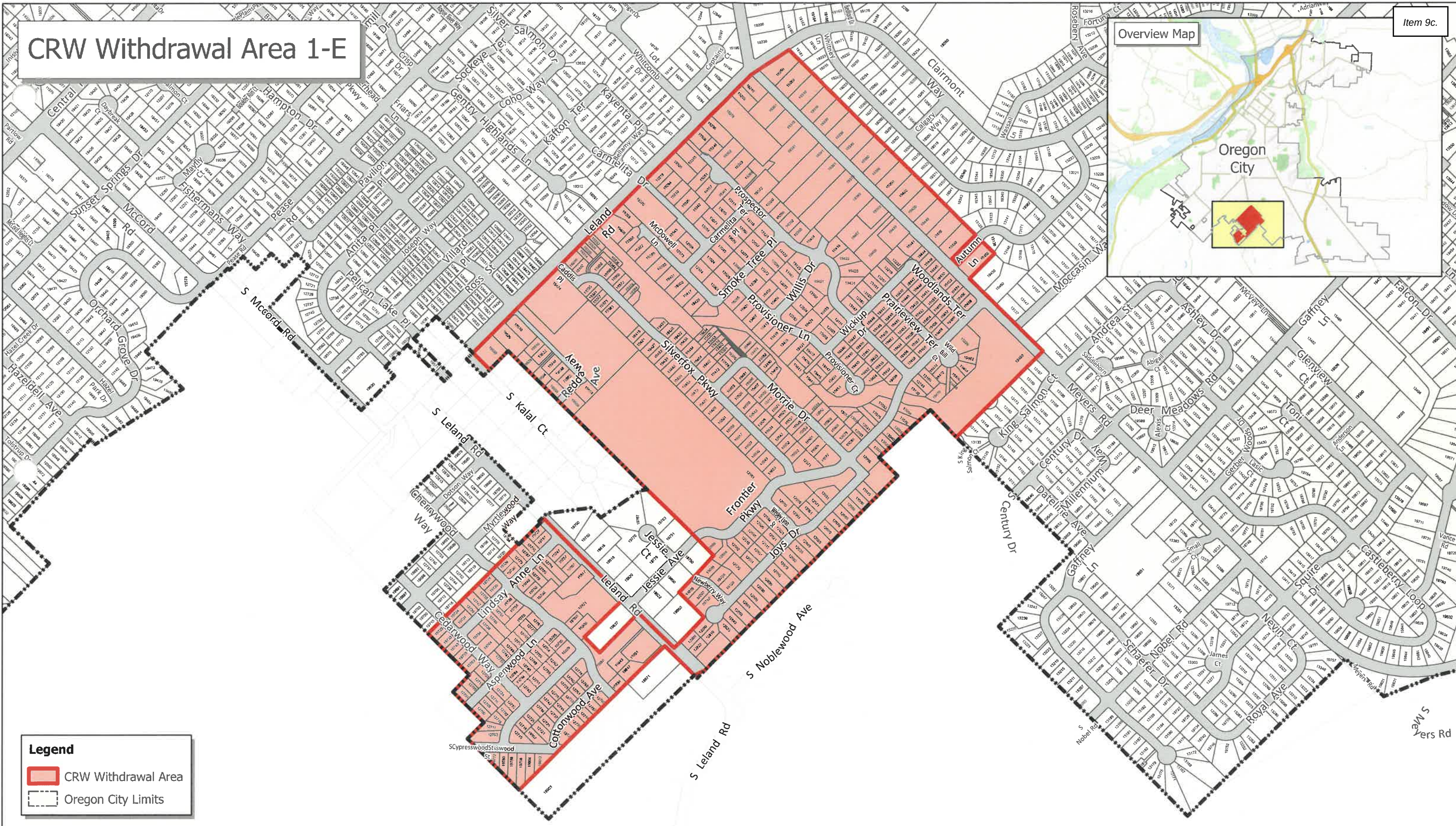
Page 164

CITY

CRW Withdrawal Area 1-E

Overview Map

Item 9c.

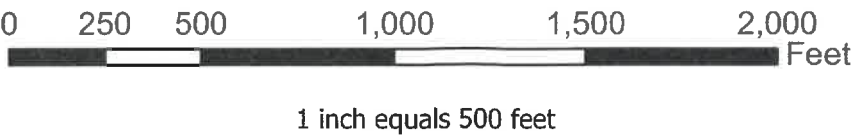


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CRW Withdrawal Area

Oregon City Limits

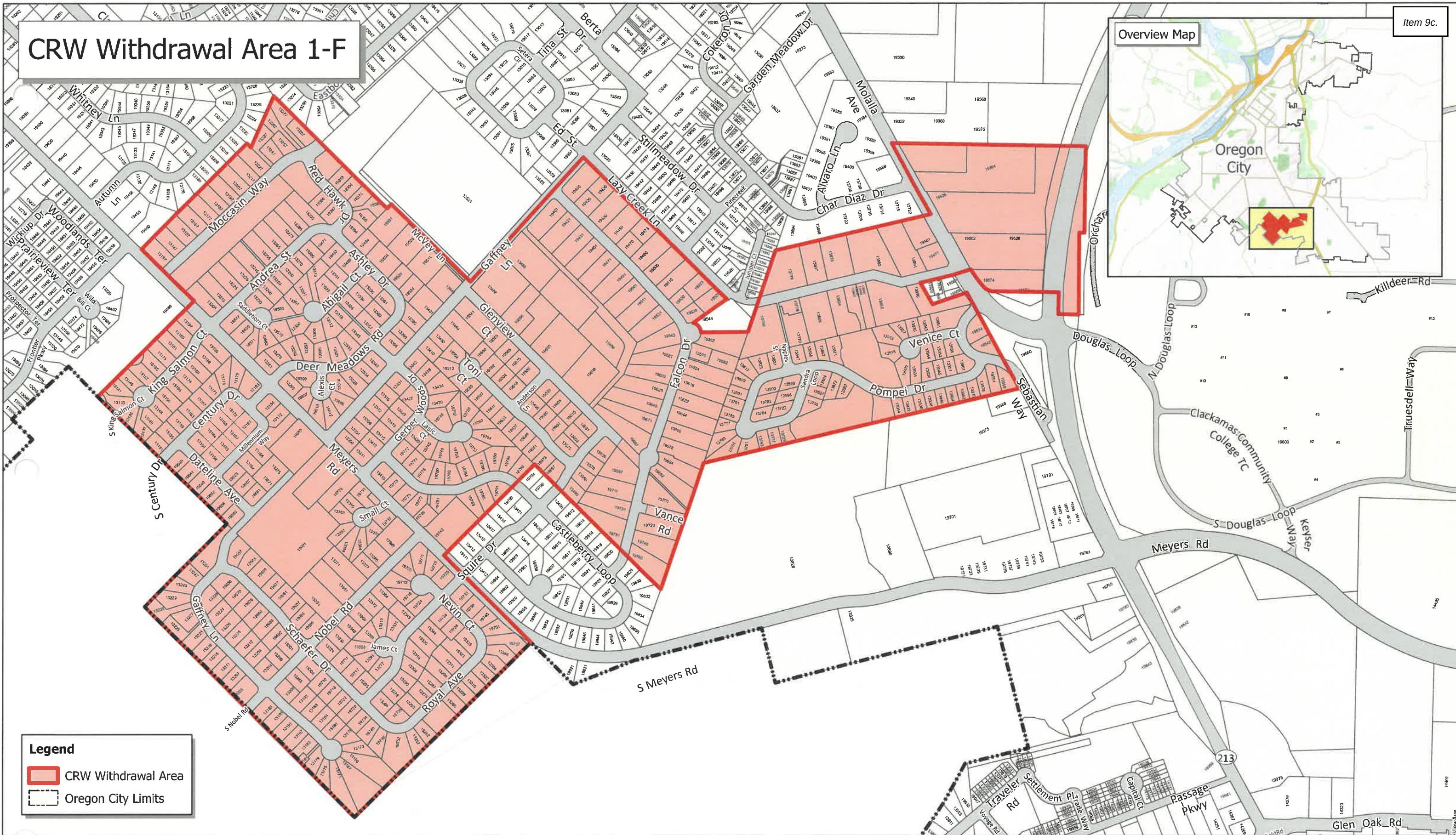
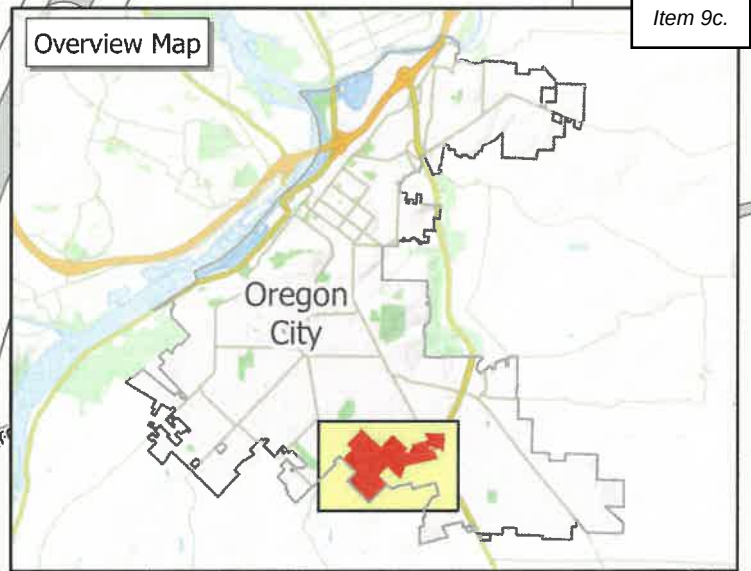
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CRW Withdrawal Area 1-F



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1 inch equals 450 feet

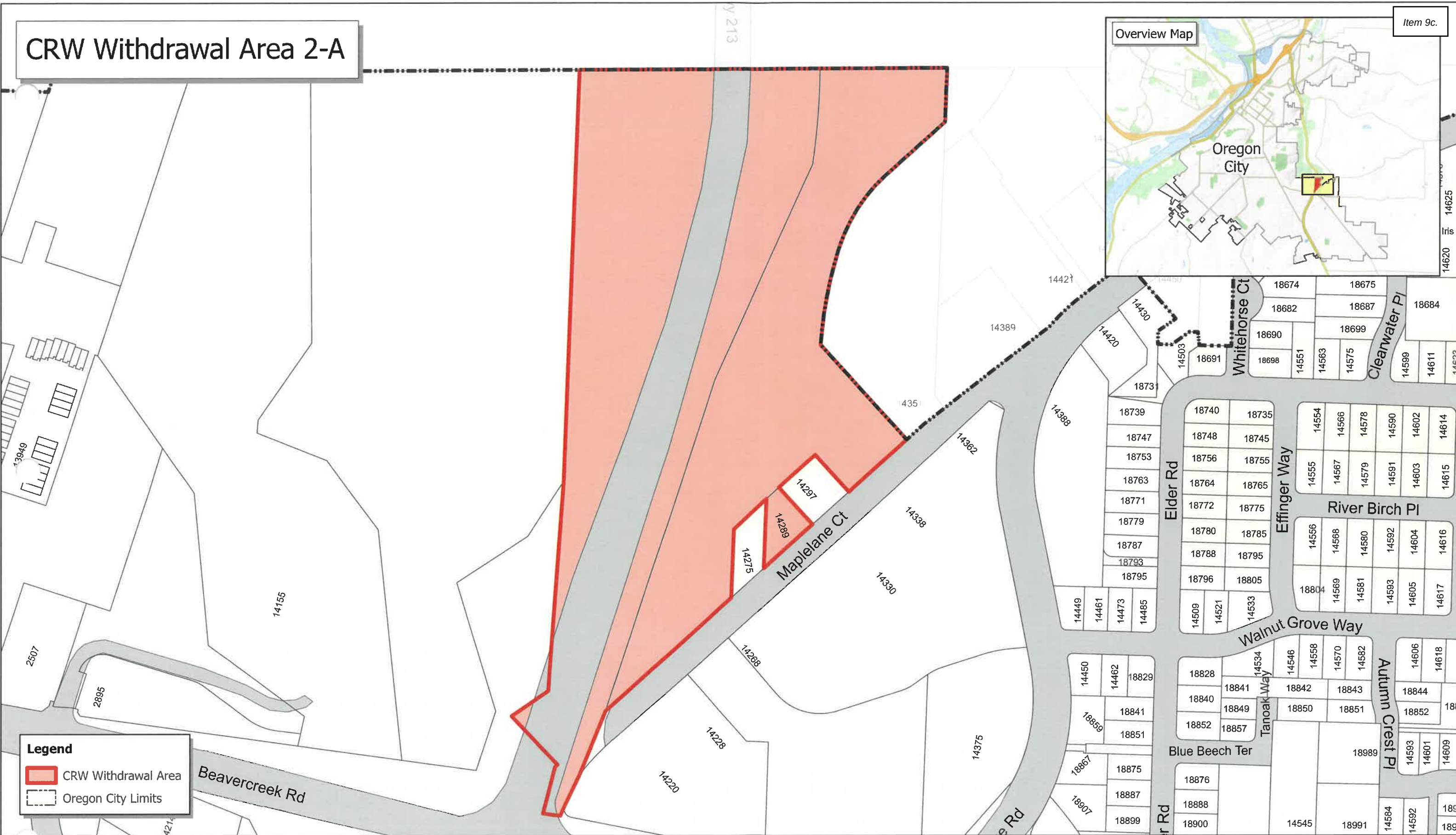


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CRW Withdrawal Area 2-A

Item 9c.

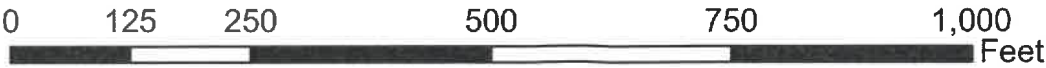


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CRW Withdrawal Area

Oregon City Limits

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1 inch equals 200 feet

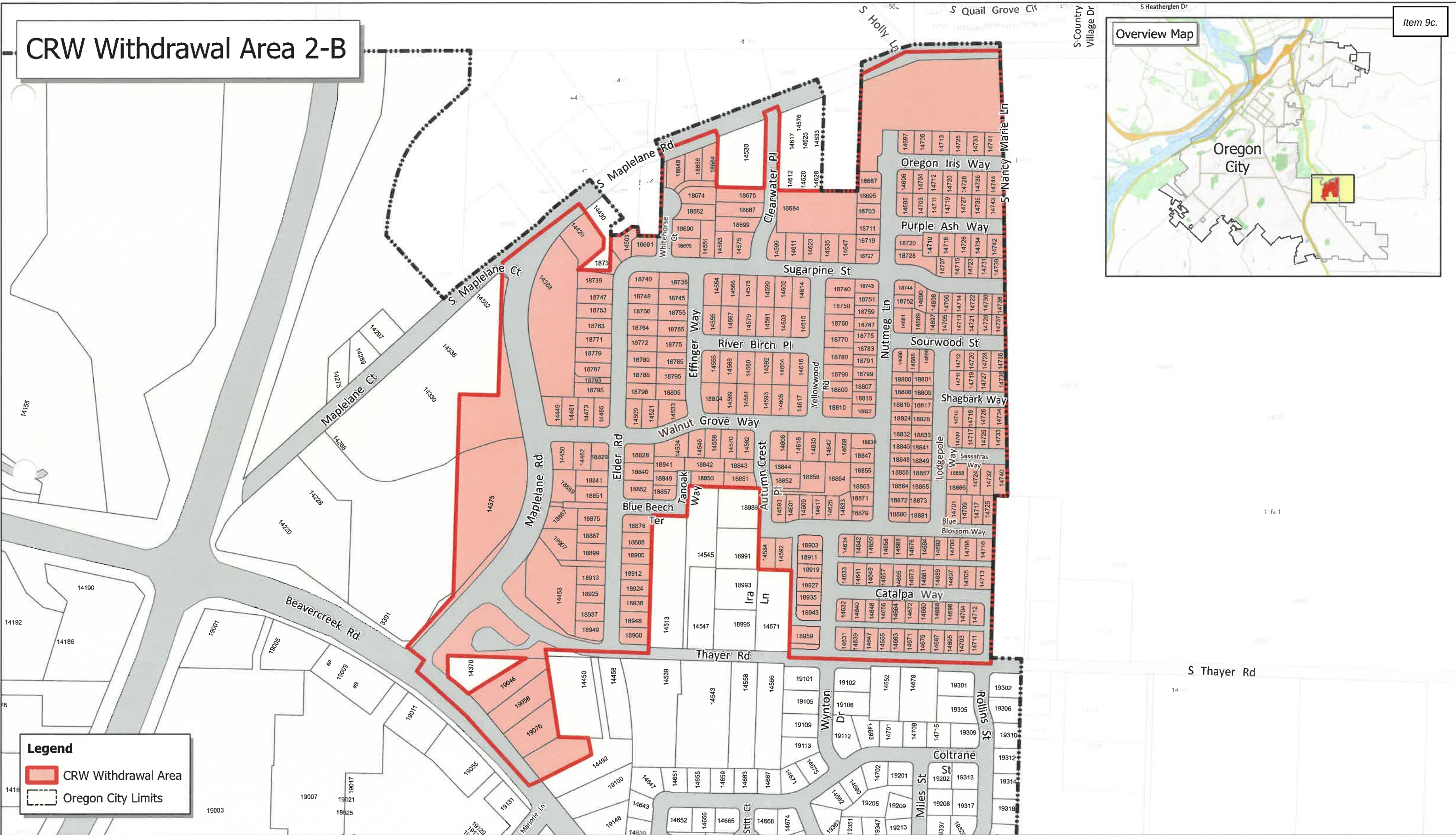


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CITY

CRW Withdrawal Area 2-B

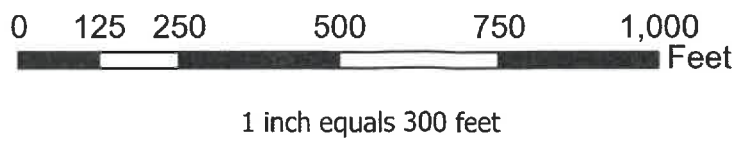


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CRW Withdrawal Area

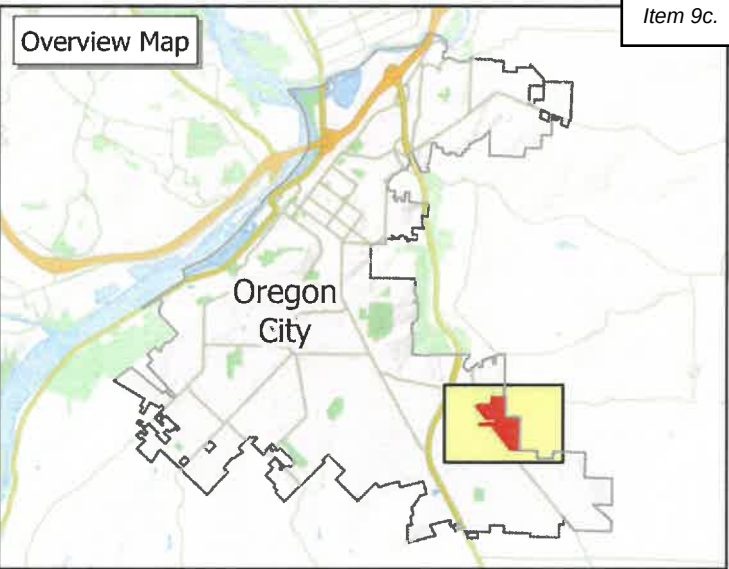
Oregon City Limits

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CRW Withdrawal Area 2-C



Legend

- CRW Withdrawal Area
- Oregon City Limits

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1 inch equals 350 feet

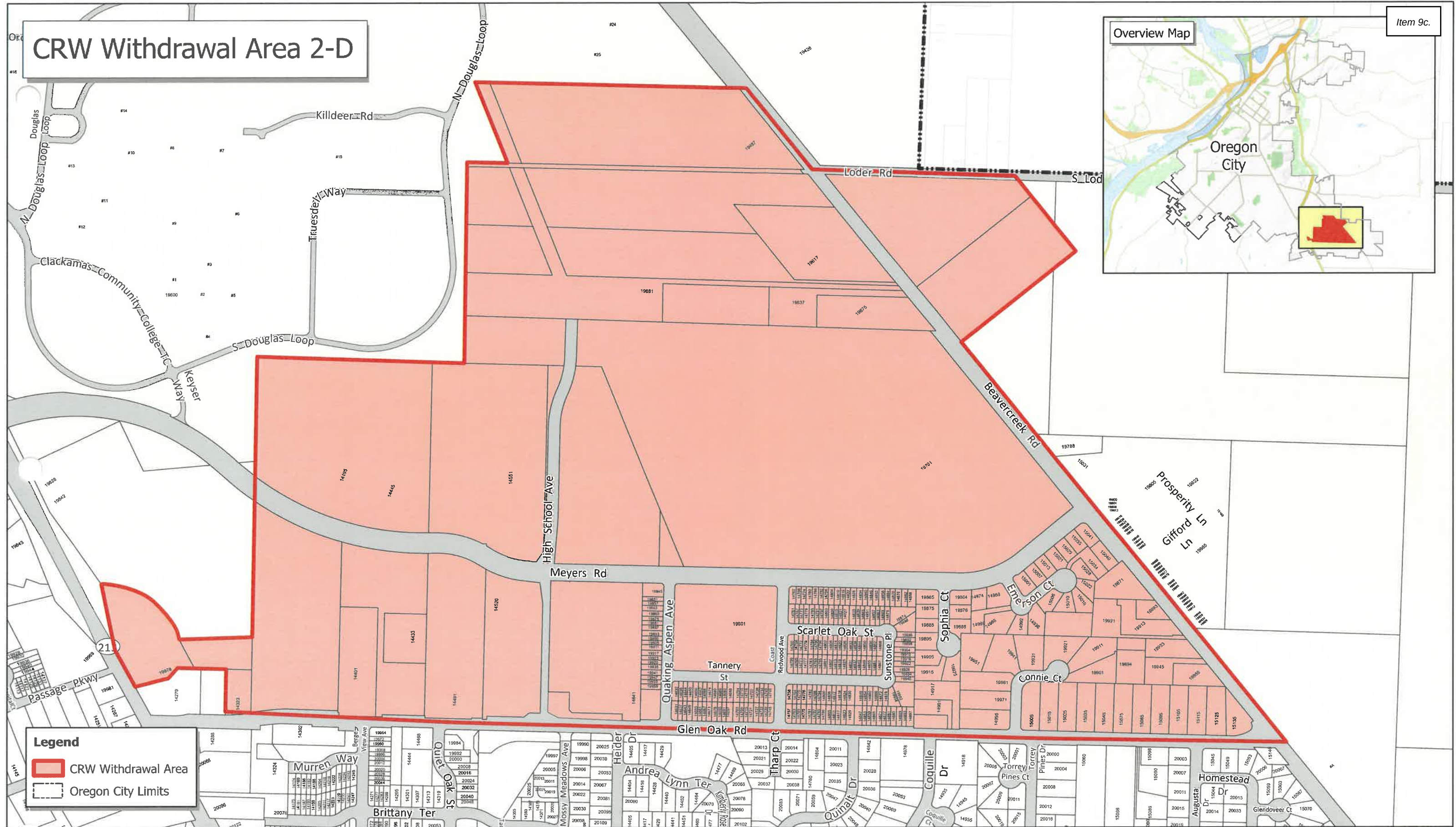


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CRW Withdrawal Area 2-D

Item 9c.



Legend

- CRW Withdrawal Area
- Oregon City Limits

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1 inch equals 400 feet



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CITY

CRW Withdrawal Area 2-E

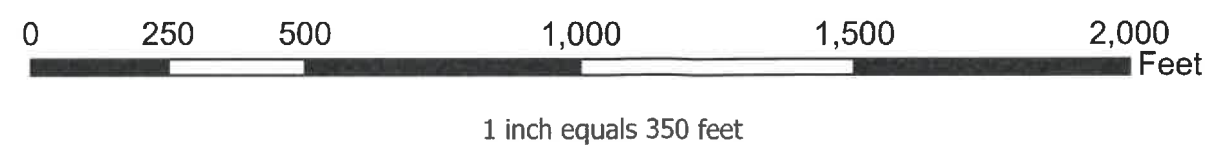
Overview Map

Item 9c.

Legend

-  CRW Withdrawal Area
-  Oregon City Limits

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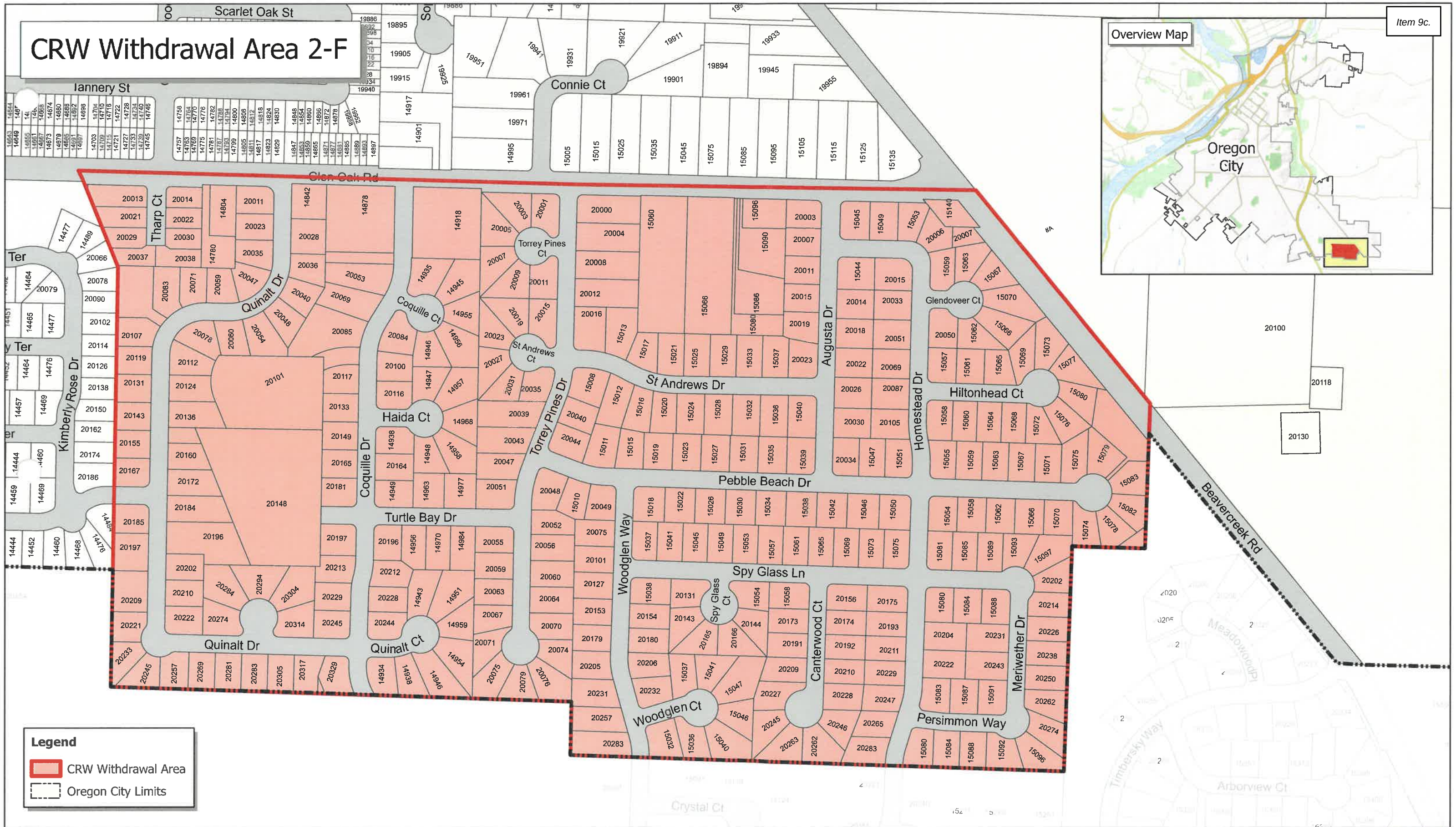
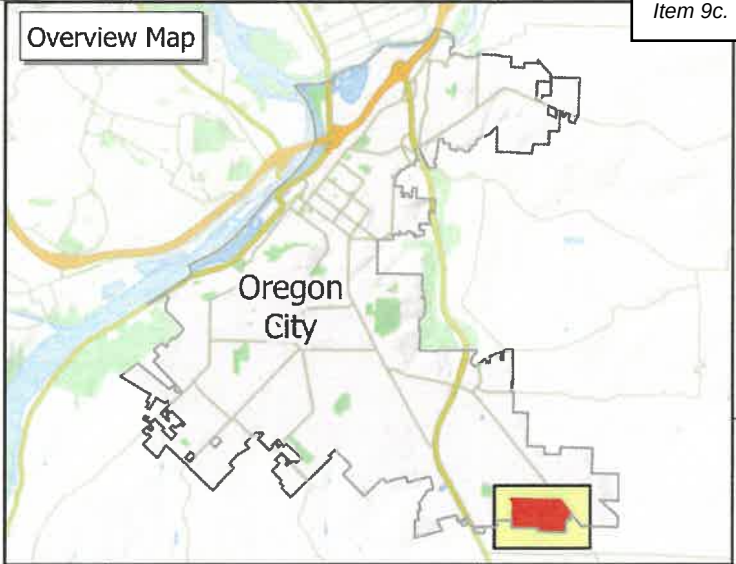


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CRW Withdrawal Area 2-F



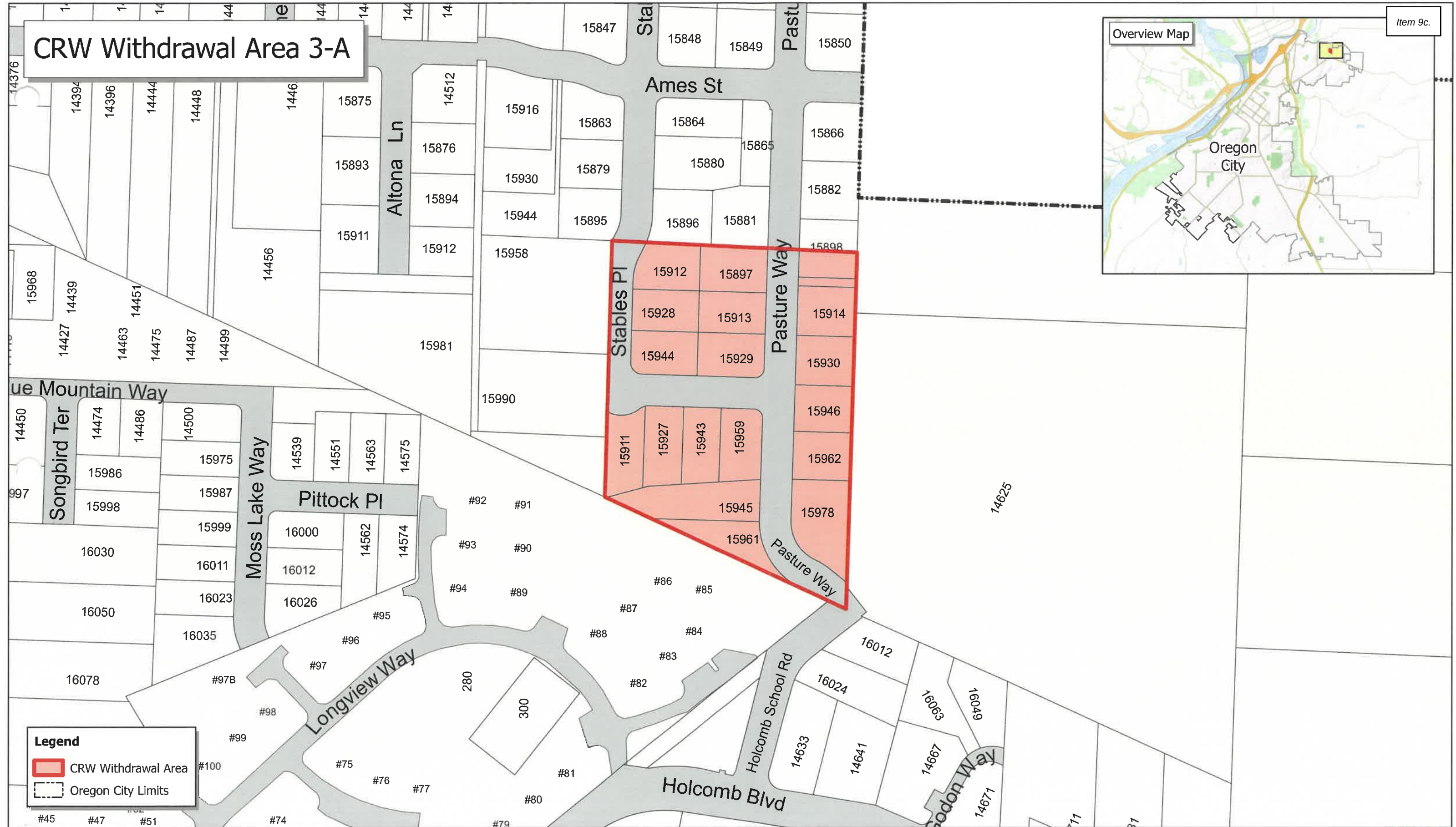
Legend

- CRW Withdrawal Area
- Oregon City Limits

CRW Withdrawal Area 3-A

Overview Map

Item 9c.



Legend

CRW Withdrawal Area

Oregon City Limits

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



1 inch equals 150 feet



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

Page 173

CITY



City of Oregon City NOTICE OF PUBLIC HEARING

On **Wednesday, July 20, 2022**, at **7:00 p.m.** in the Libke Public Safety Facility located at 1234 Linn Ave, Oregon City, Oregon, the City of Oregon City City Commission will conduct a public hearing on the following ordinance:

AN ORDINANCE WITHDRAWING TERRITORY FROM THE CLACKAMAS RIVER WATER DISTRICT

If enacted, the ordinance would authorize the withdrawal of certain portions of the service territory of the Clackamas River Water (CRW) District located within City of Oregon City limits that currently receive city water service. The areas affected by the proposed withdrawal are identified in the ordinance.

At the public hearing, the City Commission will hear any objections to or endorsements of the proposed withdrawal, and the City Commission will determine whether such withdrawal is in the best interest of the City.

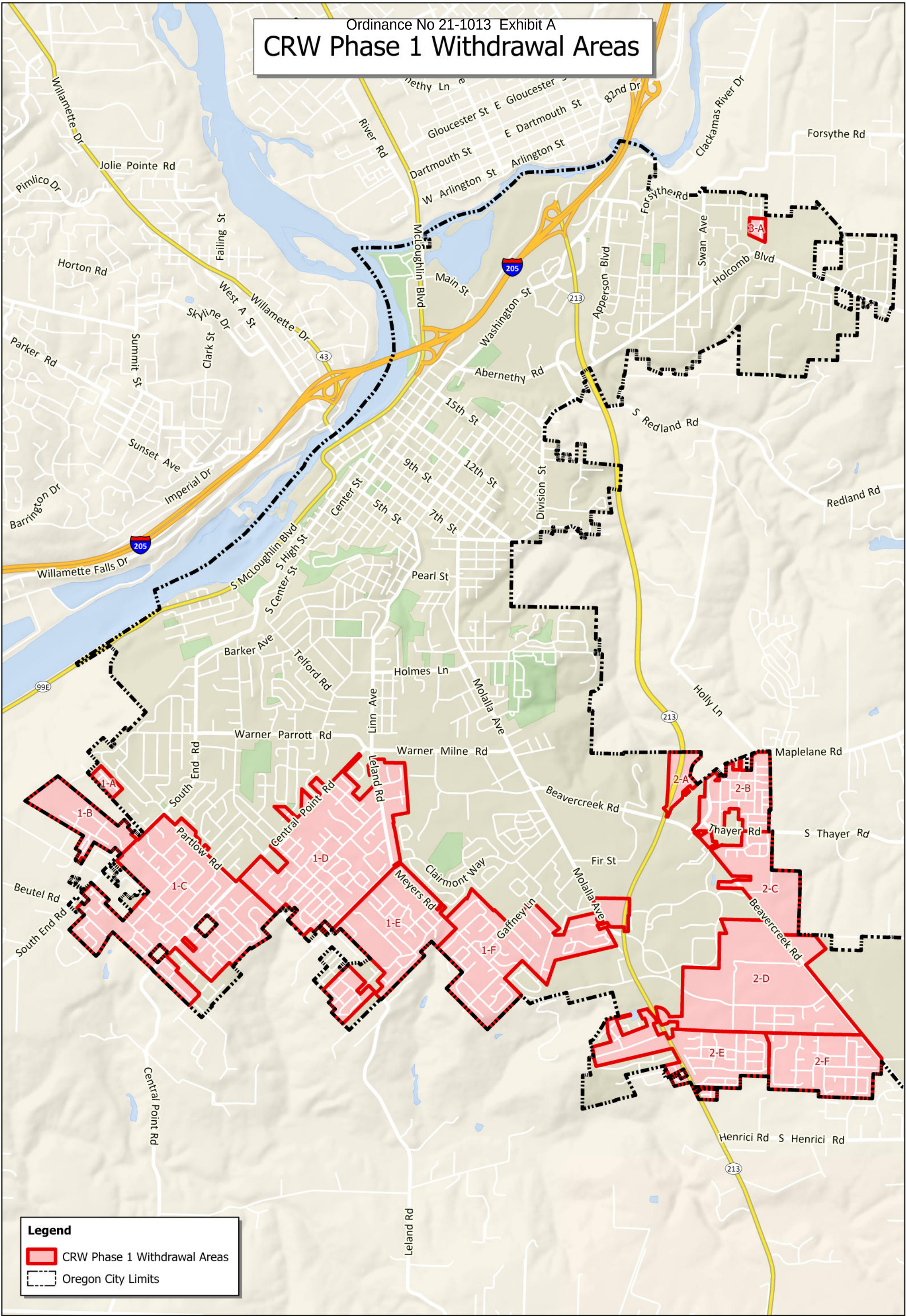
Information on the proposed withdrawal, including affected areas, can be found on the City of Oregon City's website at <https://www.orcity.org/publicworks/clackamas-river-water-service-area-withdrawal>. Written comments must be submitted to the Oregon City Public Works Division (pnelson@orcify.org) no later than 12 pm Monday, July 11, 2022, to be included in the Staff Report. Comments received after July 11 will be provided to the City Commission at the hearing and should be emailed to the City Recorder (recorderteam@orcify.org). The public record will remain open until the City Commission closes the public hearing.

Published: Daily Journal of Commerce
July 6, 2022 and
July 20, 2022

Patty Nelson, P.E.
Senior Engineer

Ordinance No 21-1013 Exhibit A

CRW Phase 1 Withdrawal Areas



Legend

- CRW Phase 1 Withdrawal Areas
- Oregon City Limits

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Ordinance 21-1013

EXHIBIT B

Clackamas River Water District Withdrawal – Phase 1 LEGAL DESCRIPTIONS & MAPS

Area 1-A: Exhibit 1-A.1 and Exhibit 1-A.2

Area 1-B: Exhibit 1-B.1 and Exhibit 1-B.2

Area 1-C: Exhibit 1-C.1 and Exhibit 1-C.2

Area 1-D: Exhibit 1-D.1 and Exhibit 1-D.2

Area 1-E: Exhibit 1-E.1 and Exhibit 1-E.2

Area 1-F: Exhibit 1-F.1 and Exhibit 1-F.2

Area 2-A: Exhibit 2-A.1 and Exhibit 2-A.2

Area 2-B: Exhibit 2-B.1 and Exhibit 2-B.2

Area 2-C: Exhibit 2-C.1 and Exhibit 2-C.2

Area 2-D: Exhibit 2-D.1 and Exhibit 2-D.2

Area 2-E: Exhibit 2-E.1 and Exhibit 2-E.2

Area 2-F: Exhibit 2-F.1 and Exhibit 2-F.2

Area 3-A: Exhibit 3-A.1 and Exhibit 3-A.2

**EXHIBIT 1-A.1
CLACKAMAS RIVER WATER WITHDRAWAL**

A parcel of land in Section 1, Township 3 South, Range 1 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the most Northerly corner of DAWN MEADOWS, Plat No. 4277, a duly recorded subdivision in Clackamas County, Oregon;

1. Thence South 42° 58' 03" East along the Northeasterly line of said DAWN MEADOWS, 824.18 feet to the most Easterly corner of Lot 15 of said DAWN MEADOWS;
2. Thence South 47° 01' 43" West along the Southeasterly line of said Lot 15 and the Southwesterly extension thereof, 334.43 feet, more or less, to a point on the centerline of Rose Road;
3. Thence North 42° 58' 54" West along said centerline, 819.24 feet to a point on the Southwesterly extension of the Northwesterly line of said DAWN MEADOWS;
4. Thence North 45° 44' 04" East along said extension and the Northwesterly line of said DAWN MEADOWS, 334.69 feet, more or less, to the point of beginning.

AREA 1-A

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 1-A

Item No.

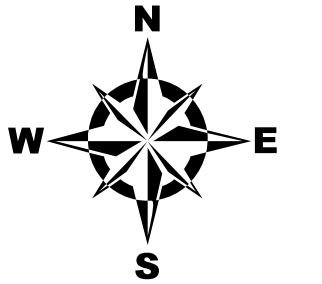
THOSE PORTIONS OF LAND LYING IN THE SOUTH HALF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LEGEND

- Withdrawal Boundary Area 1-A
- Surrounding Withdrawal Boundary Areas 1-B
- PLSS Section Line
- Subdivisions
- Parcel Boundary
- Donation Land Claims
- Legal Description Course Number



NOT TO SCALE



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512
DATE:
DRAWN BY: BAJ
CHECKED BY: PHR
APPROVED BY: AMB

REVISION: 1/27/21
REVISION:

EXHIBIT 1-B.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 2-23-2022

A parcel of land in Sections 1 and 12, Township 3 South, Range 1 East of the Willamette Meridian, more particularly described as follows:

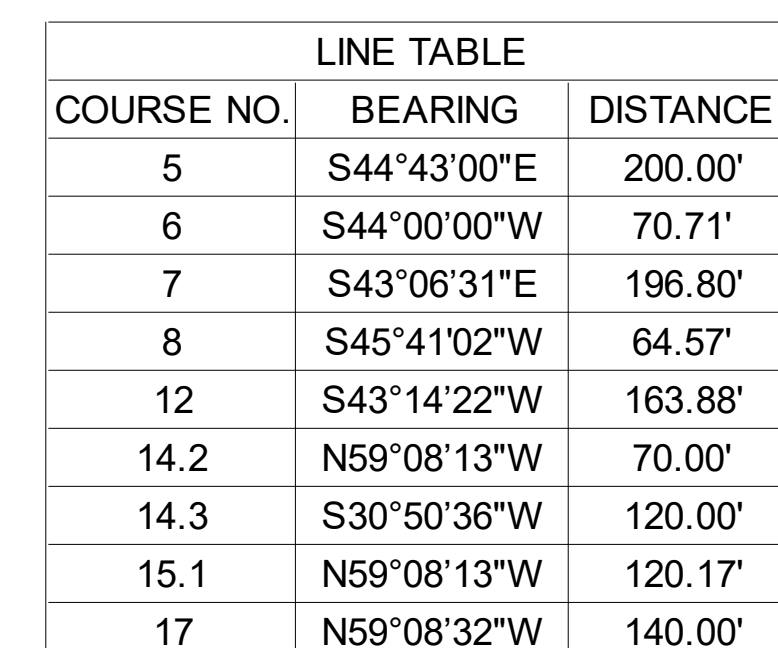
BEGINNING at the most Westerly corner of Partition Plat No. 2013-012, a duly recorded plat in Clackamas County, Oregon;

1. Thence North 50° 21' 47" East along the Northwestern line of said plat, 527.84 feet to a point;
2. Thence North 50° 25' 10" East along said Northwestern line, 528.58 feet to the most Northerly corner of said Partition Plat No. 2013-012;
3. Thence South 50° 24' 23" East along the Northeasterly line of said Partition Plat 2013-012, 2040.54 feet to an angle point;
4. Thence North 45° 36' 26" East along the most Easterly Northwestern line of Parcel 3 of said Partition Plat and the Northwestern line of a tract conveyed to Brian L. Doran and Susan A. Doran in Document No. 2000-060208, Clackamas County Deed Records, 236.25 feet to the most Northerly corner of said 2000-060208;
5. Thence South 44° 43' 00" East along the Northeasterly line of said 2000-060208, 200.00 feet to the most Easterly corner of said 2000-060208;
6. Thence South 44° 00' 00" West along the Southeasterly line of said 2000-060208, 70.71 feet to the most Southerly corner of said 2000-060208 and a point on the most Easterly Northeasterly line of said Parcel 3;
7. Thence South 43° 06' 31" East along said Northeasterly line of Parcel 3 and the Northeasterly line of Parcel 1 of said Partition Plat 2013-012, 196.80 feet to the most Northerly Easterly corner of said Parcel 1;
8. Thence South 45° 41' 02" West along the most Northerly Southeasterly line of said Parcel 1, 64.57 feet to an angle point;
9. Thence South 50° 24' 23" East along the most Southerly Northeasterly line of said Parcel 1 and the Southeasterly extension thereof, 198.82 feet, more or less, to the centerline of South End Road (Market Road No. 23);
10. Thence Southwesterly along said centerline of said South End Road, 560.81 feet, more or less, to a point on the Southeasterly extension of the Southwesterly line of Tract "B" of SOUTHRIDGE MEADOWS, Plat No. 3419, a duly recorded subdivision in Clackamas County;
11. Thence North 44° 18' 58" West along said extension and the Southwesterly line of Tract B of said SOUTHRIDGE MEADOWS, 240.00 feet to an angle point in Tract B;
12. Thence South 43° 14' 22" West along the Southeasterly line of Lot 82 of

- said SOUTHRIDGE MEADOWS, 163.88 feet to the most Southerly corner thereof;
13. Thence North 59° 08' 23" West along the Southwesterly line of said SOUTHRIDGE MEADOWS, 510.22 feet to the most Easterly corner of Lot 14, MERCHANT MEADOWS, Plat No. 3604, a duly recorded subdivision in Clackamas County, said corner is also the most Northerly corner of Lot 4, SOUTH END TERRACE, Plat No. 1336, a duly recorded subdivision in Clackamas County;
 - 14.1 Thence South 30° 49' 52" West along the Southeasterly line of said MERCHANT MEADOWS and the Southeasterly line of FAIR OAKS ESTATES, Plat No. 3813, a duly recorded subdivision in Clackamas County, 520.14 feet to the most Southerly corner of said FAIR OAKS ESTATES, said point also being the most Easterly corner of 3 of said FAIR OAKS ESTATES;
 - 14.2 Thence North 59° 08' 13" West along the Southwesterly line of said Lot 1 and the Northeasterly line of said Lot 3, 70.00 feet to the most Northerly corner of said Lot 3;
 - 14.3 Thence South 30° 50' 36" West along the Northwesterly line of said Lot 3 and the Southwesterly extension thereof, 120.00 feet to the Southwesterly line of said FAIR OAKS ESTATES;
 - 15.1 Thence North 59° 08' 13" West along the Southwesterly line of said FAIR OAKS ESTATES, 120.17 feet to the most Westerly corner of Merchant Place, a dedicated public right-of-way in the aforementioned MERCHANT MEADOWS;
 16. Thence North 30° 53' 29" East along the Northwesterly line of said Merchant Place, 243.96 feet to an angle point in the Northwesterly right-of-way line of said Merchant Place;
 17. Thence North 59° 08' 32" West along the Southwesterly line of Lot 7 of said MERCHANT MEADOWS, 140.00 feet to the most Westerly corner of said Lot 7;
 18. Thence North 30° 51' 38" East along the Northwesterly line of said MERCHANT MEADOWS, 395.94 feet to the most Northerly corner of said MERCHANT MEADOWS and a point on the Southwesterly line of the aforementioned SOUTHRIDGE MEADOWS;
 19. Thence North 59° 08' 23" West along the Southwesterly line of said SOUTHRIDGE MEADOWS, 863.57 feet to the most Westerly corner of said SOUTHRIDGE MEADOWS and an angle point in the Southerly line of Parcel 3 of the aforementioned Partition Plat No. 2013-012;
 20. Thence North 59° 07' 48" West along the Southerly line of said Parcel 3, 858.57 feet to the point of beginning.

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 1-B.2

Ordinance No. 21-1013



- Withdrawal Boundary Area 1-B
- Surrounding Withdrawal Boundary Areas
 - 1-A
 - 1-C
- PLSS Section Line
- Legal Description Course Number
- Subdivision/Partition
- Parcel Boundary
- Donation Land Claims



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 1/27/21
DATE:	
DRAWN BY: BAJ	REVISION: 2/25/22
CHECKED BY: PHR	
APPROVED BY: AMB	

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EXHIBIT 1-C.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 3-10-2022

A parcel of land in Sections 1 and 12, Township 3 South, Range 1 East and Sections 7, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the most Westerly corner of that tract of land conveyed to School District No. 62, Clackamas County, Oregon in Instrument No. 75-9354, Clackamas County Deed Records, said point also being on the Southeasterly right-of-way line of South End Road (Market Road No. 23, a 60-foot right-of-way);

1. Thence Northeasterly along said Southeasterly right-of-way line of said South End Road, 212 feet, more or less, to a point on the Southeasterly extension of the of the Southwesterly line of Tract "B" of SOUTHRIDGE MEADOWS, Plat No. 3419, a duly recorded subdivision in Clackamas County;
2. Thence Northwesterly at right angle to said right-of-way line of said South End Road, 30.00 feet, more or less, to the centerline of said South End Road;
3. Thence Northeasterly along said centerline of said South End Road, 560.81 feet, more or less, to a point on the Southeasterly extension of the most Southerly Northeasterly line of Parcel 1, Partition Plat No. 2013-012, a duly recorded plat in Clackamas County;
4. Thence Southeasterly at right angle to said centerline of said South End Road, 30.00 feet, more or less, to the Southeasterly right-of-way line of said South End Road;
5. Then Northeasterly along the Southeasterly right-of-way line of said South End Road, 912 feet, more or less, to the Northeasterly right-of-way line of Partlow Road, County Road No. 374½, as it existed in 1997;
6. Thence South 47° 45' East along said Northeasterly right-of-way line of Partlow Road, 400 feet, more or less, to the most Westerly corner of a tract of land conveyed to Teddy D. Scheer in Instrument No. 72-02188, Clackamas County Deed Records;
7. Thence North 43° East along the Northwesterly line of said Scheer tract, 240.5 feet to the most Northerly corner thereof;
8. Thence South 43° 45' East along the Northeasterly line of said Scheer tract, 517.96 feet, more or less, to a point on the Westerly line of OREGON CITY MAYWOOD PARK, Plat No. 3060, a duly recorded subdivision in Clackamas County, Oregon;

9. Thence South 7° 48' 34" West along said Westerly line, 106.26 feet, more or less, to the Southwest corner of Lot 27 of said OREGON CITY MAYWOOD PARK;
10. Thence South 46° 31' 09" East along said the Southwesterly line of said OREGON CITY MAYWOOD PARK, 159.97 feet, more or less, to the Northwest corner of a tract of land conveyed to James H. and Helen C. Bean by Instrument No. 79-00969, Clackamas County Deed Records;
11. Thence South 6° 56' West along the Westerly line of said 79-000969 tract, 190 feet, more or less, to the Northeasterly right-of-way line of the aforementioned Partlow Road;
12. Thence South 47° 45' East along said Partlow Road right-of-way, 90.32 feet, more or less, to the most Southerly corner of said 79-00969 tract and the most Westerly corner of that tract of land conveyed to Michael A. Cliburn and Patricia Lyn Harvey by Instrument No. 79-44947;
13. Thence North 42° 15' East along the Northwesterly line of said 79-44947 tract, 146.89 feet, more or less, to the most Northerly corner thereof;
14. Thence South 47° 45' East along the Northeasterly line of said 79-44947 tract, 136.15 feet to the most Easterly corner thereof, said point also being the most Northerly corner of Tract C of said OREGON CITY MAYWOOD PARK;
15. Thence South 42° 15' West along the Southeasterly line of said 79-44947 tract and the Northwesterly line of said Tract C, 151.12 feet, more or less, to the most Westerly corner thereof and a point on the Northeasterly right-of-way line of said Partlow Road;
16. Thence South 47° 45' East along the Northeasterly right-of-way line of said Partlow Road, 1116.8 feet, more or less, to the most Southerly corner of Partition Plat No. 1996-032, a duly recorded plat in Clackamas County;
17. Thence North 44° 03' 13" East along the Southeasterly line of said Partition Plat No. 1996-032, 116.34 feet, more or less, to the Northwesterly extension of the centerline of McCord Road, County Road No. 374½;
18. Thence South 46° 08' 09" East along said extension and said centerline, 1338.85 feet, more or less, to a point on the Northeasterly extension of the most Southeasterly line of Tract "A" of HAZEL CREEK FARMS, Plat No. 3745, a duly recorded subdivision in Clackamas County, Oregon;
19. Thence South 43° 54' 18" West along said extension and the Southeasterly line of said Tract "A", 489.16 feet to the most Southerly corner thereof;

20. Thence continuing South 43° 54' 18" West along the most Northerly Southeasterly line of Lot 83 of said HAZEL CREEK FARMS, 29.14 feet to a Stone with inscribed 'X' down 0.50 feet per PS 7481, a duly recorded Survey in Clackamas County, Oregon;
21. Thence South 44° 53' 42" East along the Northeasterly line of Lots 83, 82, 81 and 80 of said HAZEL CREEK FARMS, 300.00 feet to the most Easterly corner of said Lot 80;
22. Thence South 57° 39' 37" West along the Southeasterly lines of Lots 80, 79, 78, 77, 76, and 75 of said HAZEL CREEK FARMS, 586.96 feet to the most Southerly corner of said Lot 75;
23. Thence North 46° 03' 51" West along the Southwesterly line of said Lot 75, 38.92 feet to the most Easterly corner of Lot 40, WHEELER FARMS, Plat No. 4589, a duly recorded subdivision in Clackamas County, Oregon;
24. Thence South 42° 30' West along the Southeasterly line of Lots 40 through 50 of said WHEELER FARMS, 660.15 feet to the most Southerly corner of said Lot 50;
25. Thence North 46° 03' 51" West along the Southwesterly line of said Lot 50, 111.42 feet to the most Westerly corner of said Lot 50 and a point on the Southeasterly right-of-way line of Orchard Grove Drive;
26. Thence South 43° 56' 28" West along said Southeasterly right-of-way of Orchard Grove Drive, 259.19 feet to the beginning point of a 73.00-foot radius curve to the left;
27. Thence continuing South 43° 56' 29" West, 77.50 feet, more or less, to the most Easterly corner of HIGHLAND PARK, Plat No. 4450, a duly recorded subdivision in Clackamas County marked with an 8" x 8" stone with 'X' scribed on top, per Survey No. 2539, Clackamas County Survey Records;
28. Thence continuing South 43° 56' 28" West along the Southeasterly line of said HIGHLAND PARK, 360.00 feet to a point on the Southeasterly extension of the Northeasterly line of CENTRAL POINT CROSSING, Plat No. 4405, a duly recorded subdivision in Clackamas County;
29. Thence North 46° 04' 14" West along said extension and said Northeasterly line of said CENTRAL POINT CROSSING, 1323.22 feet, more or less, to a point on the Southeasterly right-of-way line Central Point Road, Market Road No. 24, 30.00 feet from centerline;
30. Thence South 43° 56' 49" West parallel to and 30.00 feet distant from said centerline of said Central Point Road, 225.00 feet, more or less, to a point on the Southeasterly extension of the Northeasterly line of that tract of land conveyed to

Michael G. Johnson and Fawn M. Johnson in Instrument No. 2017-023036,
Clackamas County Deed Records;

31. Thence North 46° 03' 11" West along said extension, 30.00 feet to the centerline of said Central Point Road;
32. Thence South 43° 56' 49" West along said centerline, 106.71 feet, more or less, to a point on the Northwesterly extension of the Southwesterly line of that tract of land conveyed to David Alan Horger and Miranda Jayne Horger in Instrument No. 2014-009631, Clackamas County Deed Records, and the Northwesterly extension of the Northeasterly line of Lot 1 of said CENTRAL POINT CROSSING;
33. Thence South 45° 52' 05" East along said extension and the Southwesterly line of said 2014-009631 tract and the Northeasterly line of Lots 1 and 2 of said CENTRAL POINT CROSSING and the Southeasterly extension thereof, 464.35 feet, more or less, to the centerline of Renee Way;
34. Thence South 43° 54' 16" West along said centerline of Renee Way, 100.00 feet, more or less, to a point on the Southwesterly line of said CENTRAL POINT CROSSING;
35. Thence South 46° 03' 29" East along the Southwesterly line of said CENTRAL POINT CROSSING and the Southwesterly line of the aforementioned HIGHLAND PARK, 853.86 feet to the most Southerly corner of said HIGHLAND PARK;
36. Thence South 43° 56' 28" West, 30.00 feet, more or less, to the most Easterly corner of PAYSON FARMS NO. 2, Plat No. 3665, a duly recorded subdivision in Clackamas County;
37. Thence South 46° 03' 29" East, 30.00 feet, more or less, to a point on the Southeasterly right-of-way line of White Lane;
38. Thence South 43° 56' 50" West along the Southeasterly right-of-way line of said White Lane, 380.00 feet, more or less, to a point on the Southeasterly extension of the Southwesterly line of PAYSON FARMS, Plat No. 3620, a duly recorded subdivision in Clackamas County;
39. Thence North 46° 03' 29" West along said extension and the Southwesterly line of said PAYSON FARMS, 1,313.33 feet to the most Westerly corner thereof and a point on the Southeasterly right-of-way line of Central Point Road (Market Road No. 24);
40. Thence Northwesterly across said Central Point Road, 65 feet, more or less, to the most Westerly corner of the intersection of said Central Point Road and Parrish Road (County Road No. 1005), said point also being the most Easterly corner of

that tract of land conveyed to Paul T. Sanders in Instrument No. 2018-070932, Clackamas County Deed Records;

41. Thence North 46° 46' 08" West along the Southwesterly right-of-way line of said Parrish Road and the Northeasterly line of 2018-070932 tract and that tract of land conveyed to Darrell Marc Trueb and Catherine Elizabeth Trueb in Instrument No. 2020-074464, Clackamas County Deed Records, 1,386.06 feet, more or less, to the most Northerly corner of said 2020-074464 tract;
42. Thence South 42° 29' 01" West along the Northwesterly line of said 2020-074464 tract and the Southeasterly line of said Parrish Road, 199.50 feet to the most Westerly corner of said 2020-074464 tract;
43. Thence South 47° 15' 59" East along the most Northerly Southwesterly line of said 2020-074464 tract, 15.00 feet to the most Easterly corner of PARRISH GROVE, PLAT No. 3661, a duly recorded subdivision in Clackamas County;
44. Thence South 30° 17' 07" West along the Southeasterly line of said PARRISH GROVE, 477.67 feet to an angle point in Tract "A" of said PARRISH GROVE;
45. Thence South 42° 41' 00" West along the Southeasterly line of said Tract "A", 104.20 feet to the most Southerly corner thereof;
46. Thence North 47° 18' 00" West along the Southwesterly line of said PARRISH GROVE, 982.84 feet to the most Westerly corner thereof;
47. Thence North 44° 00' 00" East along the Northwesterly line of said PARRISH GROVE, 556.34 feet to the most Northerly corner thereof, and a point on the Southwesterly right-of-way line of said Parrish Road;
48. Thence North 47° 15' 59" West along the Southwesterly right-of-way line of said Parrish Road, 259 feet, more or less, to a point on the Southwesterly extension of the Northwesterly line of Lot 1, LITTLE CREEK NORTH, Plat No. 3671, a duly recorded subdivision in Clackamas County;
49. Thence North 44° 00' 28" East along said extension and the Northwesterly line of said Lot 1, 189.33 feet, more or less, to the most Northerly corner thereof;
50. Thence South 47° 11' 07" East along the Northeasterly line of said Lot 1, 70.02 feet to the most Easterly corner thereof and a point on the Northwesterly line of Lot 4 of said LITTLE CREEK NORTH;
51. Thence North 44° 00' 28" East along the Northwesterly lines of said Lot 4 and Lot 5 of said LITTLE CREEK NORTH, 174.55 feet to the most Northerly corner of said Lot 5, and a point on the Southwesterly line of Lot 21, CHESTNUT CIRCLE, Plat No. 3739, a duly recorded subdivision in Clackamas County, and the most Easterly

corner of a tract of land conveyed to Patricio Pinada and Kristin Pinada in Instrument No. 2013-054282, Clackamas County Deed Records;

52. Thence North 47° 10' 56" West along the Southwesterly line of said CHESTNUT CIRCLE and the Northeasterly line said 2013-054282 tract and the Northwesterly extension thereof, 260.00 feet, more or less, to a point on the centerline line of South End Road, Market Road No. 23;
53. Thence North 44° 06' 54" East along said centerline of said South End Road, 365.36 feet, more or less, to a point on the Northwesterly extension of the Northeasterly line of said CHESTNUT CIRCLE;
54. Thence South 47° 35' 36" East along said extension and said Northeasterly line of said CHESTNUT CIRCLE, 622.20 feet, more or less, to the most Easterly corner of Lot 6 of said CHESTNUT CIRCLE;
55. Thence South 44° 04' 08" West along the Southeasterly line of Lots 6 and 7 of said CHESTNUT CIRCLE, 137.16 feet to the most Northerly corner of Lot 9 of said CHESTNUT CIRCLE;
56. Thence South 47° 11' 14" East along the Northeasterly line of Lots 9, 10, and Tract "A" of said CHESTNUT CIRCLE, 314.40 feet to the most Easterly corner of said Tract "A", said point also being the most Northerly corner of Tract "B" of LITTLE CREEK SOUTH, Plat No. 3670, a duly recorded subdivision in Clackamas County;
57. Thence South 47° 11' 19" East along the Northeasterly line of said Tract "B", 330.39 feet to the most Easterly corner thereof, and the most Southerly corner of that tract of land conveyed to Sergey Putin and Karina Putin in Instrument No. 2017-014782, Clackamas County Deed Records, and a point on the Northwesterly line of PARRISH GLEN, Plat No. 3460, a duly recorded subdivision in Clackamas County;
58. Thence North 41° 36' 29" East along the Northwesterly line of said PARRISH GLEN, the Northwesterly line of Partition Plat No. 1998-108, a duly recorded plat in Clackamas County, and the Northwesterly line of HAZEL GROVE 4, Plat No. 3417, a duly recorded subdivision in Clackamas County, 553.68 feet to the most Southerly corner of ASQUITH ESTATES, Plat No. 2498, a duly recorded subdivision in Clackamas County;
59. Thence North 40° 05' 46" East along the Southeasterly line of said ASQUITH ESTATES, 457.47 feet to the most Easterly corner thereof and a point on the Southwesterly line of previously mentioned 75-9354 tract;
60. Thence North 47° 22' 14" West along the Northeasterly line of said ASQUITH ESTATES and the Southwesterly line of Document No. 75-9354 and the Northwesterly extension thereof, 1165.01 feet to the point of beginning.

EXCEPTING THEREFROM (Map 3-2E-7CC) FILBERT ORCHARD, Plat No. 1744, a duly recorded subdivision in the Southeast one-quarter of Section 12, Township 3 South, Range 1 East, W.M. in Clackamas County, Oregon.

ALSO, EXCEPTING THEREFROM (Map 3-1E-12DC) a parcel of land in the M.M. McCarver and wife DLC No. 41 in Section 12, Township 3 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, more particularly described as follows:

Beginning at the most Easterly corner of PARRISH GLEN, Plat No. 3460, a duly recorded subdivision in Clackamas County, Oregon and the most Northerly corner of that tract of land conveyed to Michael G. Johnson and Fawn M. Johnson in Instrument No. 2017-023036, Clackamas County Deed Records;

1. Thence Southeasterly along the Northeasterly line of said 2017-023036 tract, 289.00 feet, more or less, to a point on the Northwesternly right-of-way line of Central Point Road (Market Road No. 24);
2. Thence Southwesterly along said Northwesternly right-of-way line, 378.00 feet, more or less, to the most Southerly corner of that tract of land conveyed to Larry S. Bennett and Judith A. Bennett in Book 683, Page 235, Clackamas County Deed Records;
3. Thence North 46° 47' 39" West along the Southwesterly line of said Book 683, Page 235 tract, 289.00 feet, more or less, to the most Northerly corner of Lot 1 of said PARRISH GLEN and the most Westerly corner of said Book 683, Page 235 tract and a point on the Southeasterly line of Lot 4 of said PARRISH GLEN;
4. Thence North 43° 57' 36" East along the most Northerly Southeasterly line of said PARRISH GLEN, 378.00 feet, more or less, to the point of beginning.

ALSO, EXCEPTING THEREFROM (Map 3-1E-12D, TL 1501) that tract of land conveyed to Naomi C. Lawyer, Trustee of the Naomi C. Lawyer Revocable Living Trust date May 23, 2019 in Instrument No. 2019-028243, Clackamas County Deed Records in the S.S. White DLC No. 42 in Section 12, Township 3 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, except that portion within public roads.

Ordinance No. 21-1013

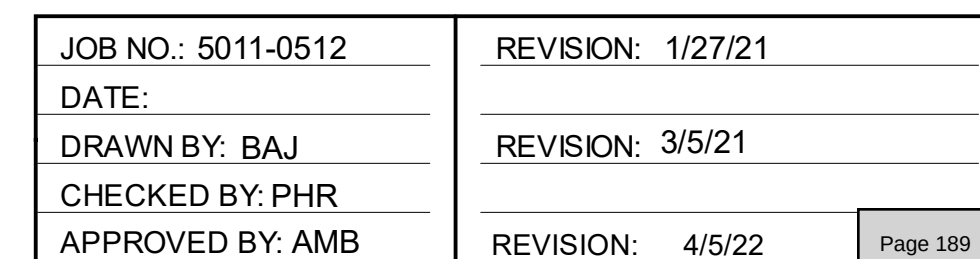


EXHIBIT 1-D.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
REVISED 4-5-2022

A parcel of land in Sections 6 and 7, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Southeasterly corner of LELAND VILLAGE, Plat No. 3357, a duly recorded subdivision in Clackamas County, Oregon, said point also being the Northeasterly corner of HIEFIELD, Plat No. 1357, a duly recorded subdivision in Clackamas County, Oregon;

1. Thence South 5° 52' 42" East along the Easterly line of said HIEFIELD, the Easterly line of LANDMARK SOUTH, Plat No. 3338, a duly recorded subdivision in Clackamas County, Oregon, and the Easterly line of MT. PLEASANT HEIGHTS, Plat No. 295, a duly recorded subdivision in Clackamas County, Oregon, 810.40 feet, more or less, to the Southeast corner of that tract of land conveyed to the Housing Authority of the County of Clackamas in Instrument No. 89-51628, Clackamas County Deed Records, said point also being the Northeasterly corner of that tract of land conveyed to Bernard L and Gina M. Hindman in Instrument No. 84-00148, Clackamas County Deed Records;
2. Thence South 78° 30' West along the Southerly line of said 89-51628 tract and the Northerly line of said 84-00148 tract, 412.79 feet to the Southwesterly corner of said 89-51628 tract, said point also being an angle point in the Northerly line of said 84-00148 tract;
3. Thence South 11° 30' East parallel with the most Northerly Westerly line of said MT. PLEASANT HEIGHTS, 189.05 feet to the Southwest corner of said 84-00148 tract and a point on the Southerly line of Lot 3 of said MT. PLEASANT HEIGHTS, said point also being the Southeasterly corner of that tract of land conveyed to James W. McCrory in Instrument No. 2019-052495, Clackamas County Deed Records, said point also being on the Northerly line of HILLENDALE NO. 3, Plat No. 2122, a duly recorded subdivision in Clackamas County, Oregon;
4. Thence South 78° 30' West along the Southerly line of said 2019-052495 tract and the Northerly line of said HILLENDALE NO. 3, 18.71 feet, more or less, to the Northwest corner of Lot 26, Block 10, of said HILLENDALE NO. 3, said point also being the Northeasterly corner of that tract of land conveyed to Susan R. Terzo in Instrument No. 2006-111016, Clackamas County Deed Records;
5. Thence South 11° 11' 40" East along the Westerly line of said Lot 26 and the Easterly line of said 2006-111-16 tract, 129.88 feet to the most Northerly Southwest corner of said Lot 26 and a point on the Northerly line of Lot 1, Block 1, PLEASANT ACRES, Plat No. 1638, a duly recorded subdivision in Clackamas County, Oregon;

6. Thence North $78^{\circ} 45' 30''$ East along said Northerly line of said Lot 1, 10.00 feet to the Northeast corner of said Lot 1, and an angle point in the Westerly line of said Lot 26;
7. Thence South $11^{\circ} 11' 40''$ East along the Easterly line of said PLEASANT ACRES and the Westerly line of said HILLENDALE NO. 3, 889.52 feet, more or less, to a point on the Northwesterly right-of-way line of Clairmont Way, said point also being the Southeast corner of Lot 8, Block 1, of said PLEASANT ACRES, and the Southwest corner of Lot 43, Block 10 of said HILLENDALE NO. 3;
8. Thence South $56^{\circ} 00' 00''$ West along the Northwesterly right-of-way line of said Clairmont Way, 201.91 feet to a point of curve for a 10.00-foot radius curve at the Southern most corner of said Lot 8;
9. Thence Southeasterly across Clairmont Way, 60.00 feet, more or less, to the Northern most point of curve for a 10.00 foot radius curve at the Western most corner of Lot 1, Block 2 of said PLEASANT ACRES;
10. Thence Southwesterly across Meyers Road (County Road No. 526), 60.00 feet, more or less, to the most Northerly corner of that tract of land conveyed to Harold O. Lydy and Bonnie E. Lydy in Instrument No. 75-26297, Clackamas County Deed Records, and the Southerly corner of the intersection of said Meyers Road and Leland Road (County Road No. 518);
11. Thence Southwesterly along the Southeasterly right-of-way line of said Leland Road, 2210.53 feet, more or less, to the Southeasterly extension of the Southwesterly line of RIAN PARK, Plat No. 4054, a duly recorded subdivision in Clackamas County;
12. Thence North $44^{\circ} 52' 10''$ West along said extension and the Southwesterly line of said RIAN PARK and the Northeasterly line of that tract of land conveyed to Bond A. Fisher and Kellie I. Fisher in Instrument No. 96-064521, Clackamas County Deed Records, 288.00 feet to the most Northerly corner of said 96-064521 tract;
13. Thence South $42^{\circ} 30'$ West along the Northwesterly line of said 96-064521 tract and the Northwesterly line of that tract of land convey to Dennis Mark Brown in Instrument No. 98-101393, Clackamas County Deed Records, 178.00 feet to the most Westerly corner of 98-101393 tract;
14. Thence South $47^{\circ} 30'$ East along the Southwesterly line of said 98-101393 tract and the Northeasterly line of Lots 123 and 122, PAVILION PARK NO. 3, Plat No. 4499, a duly recorded subdivision in Clackamas County and the Southeasterly extension thereof, 258.00 feet to said centerline of Leland Road;
15. Thence South $42^{\circ} 38' 14''$ West along said centerline, 50.16 feet to a point on the Southeasterly extension of the Southwesterly line said Lots 122 and 123 of said PAVILION PARK NO. 3

16. Thence North 47° 22' 03" West along said extension and said Southwesterly line of said Lots 122 and 123 and the Northeasterly line of that tract of land conveyed to Mikel Tidwell and Tara Tidwell in Instrument No. 2016-083622, Clackamas County Deed Records, 258.00 feet to the most Westerly corner of said Lot 123, a point on the Southeasterly line of Lot 124 of said PAVILION PARK NO. 3, and the most Northerly corner of said 2016-083622 tract;
17. Thence South 42° 38' 14" West along the Southeasterly line of Lots 124 and 129 and the Northwesterly line of said 2016-083622 tract, 177.00 feet to the most Southerly corner of Anita Place, a dedicated street right-of-way in said PAVILION PARK NO. 3 and the most Westerly corner of said 2016-083622 tract and a point on the Northeasterly line of that tract of land conveyed to Dan Berge in Instrument No. 2018-036024, Clackamas County Deed Records;
18. Thence North 47° 24' 15" West along the Northeasterly line of said 2018-036024 tract, 122.02 feet to the most Northerly corner thereof;
19. Thence South 42° 37' 00" West along the Northwesterly line of said 2018-036024 tract and the Southeasterly line of Lots 130 and 131, of said PAVILION PARK NO. 3 and the Southwesterly extension thereof, 275.00 feet, more or less, to the Southwesterly right-of-way line of McCord Road (County Road No. 374 ½)
20. Thence North 47° 26' 04" West along said Southwesterly right-of-way of McCord Road, 582.32 feet to a point on the Southwesterly extension of the most Southerly Northwesterly line of PAVILION PARK, Plat No. 4294, a duly recorded subdivision in Clackamas County;
21. Thence North 41° 25' 23" East along said extension and the most Southerly Northwesterly line of said PAVILION PARK and the Southeasterly line of that tract of land conveyed to Dolores Ann Herndon, as Trustor, and Valerie Mae McLain, as Trustee of the Dolores Ann Herndon Trust dated February 12, 2009 in Instrument No. 2009-031404, Clackamas County Deed Records, 370.19 feet to the most Southerly corner of Lot 99, PAVILION PARK NO. 2, Plat No. 4427, a duly recorded subdivision in Clackamas County and the most Easterly corner of said 2009-031404 tract;
22. Thence North 47° 25' 21" West along the Southwesterly line of said PAVILION PARK NO. 2 and the Northeasterly line of said 2009-031404 tract, 99.68 feet to the most Northerly corner thereof and the most Easterly corner of that tract of land conveyed to Linda R. Strohecker and Jeffery L. Strohecker in Instrument No. 2007-097975, Clackamas County Deed Records;
23. Thence South 42° 30' West along the Northwesterly line of said 2009-031404 tract and the Southeasterly line of said 2007-097975 tract, 100.00 feet, more or less, to the most Southerly corner thereof and the most Easterly corner of that tract of land

conveyed to Christina Elizabeth Toole in Instrument No. 2011-036086, Clackamas County Deed Records;

24. Thence North 47° 30' West along the Southwesterly line of said 2007-097975 tract and the Northeasterly line of said 2011-036086 tract and the Northeasterly line of that tract of land conveyed to Felica Williams and Travis Williams in Instrument No. 2019-043817, Clackamas County Deed Records, and the Northwesterly extension thereof, 226.64 feet, more or less, to the centerline of Pease Road, County Road 374 1/2;
25. Thence Southwesterly along the centerline of said Pease Road, 370.00 feet, more or less, to the centerline of McCord Road, County Road No. 374½;
26. Thence North 46° 08' 09" West along said centerline, 1338.85 feet, more or less, to the Southeasterly line of PARTITION PLAT NO. 1996-032, a duly recorded plat in Clackamas County;
- 27.1 Thence Northeasterly along the Southeasterly line of said PARTITION PLAT NO. 1996-032, the Southeasterly line of MCBRIDE ESTATES, Plat No. 3013, a duly recorded subdivision in Clackamas County, and the Northwesterly right-of-way line of Central Point Road, Market Road No. 24, 825.25 feet, more or less, to a point on the Northwesterly extension of the Southwesterly line of that tract of land conveyed to Edmund Landon Larios (undivided one-half interest) by Lila Mae (Wheeler) Larios in Instrument No. 83-24340, Clackamas County Deed Records;
- 27.2 Thence South 47° 45' East along said extension and said Southwesterly line of said 83-24340 tract, 630.0 feet, more or less, to the most Southerly corner thereof;
- 27.3 Thence North 42° 15' East along the Southeasterly line of said 83-24340 tract, 363.0 feet, more or less, to the most Easterly corner thereof;
- 27.4 Thence North 47° 15' West along the Northeasterly line of said 83-24340 tract and the Northwesterly extension thereof, 630.0 feet, more or less, to a point on the Northwesterly right-of-way line of said Central Point Road;
- 27.5 Thence Northeasterly along the Northwesterly right-of-way line of said Central Point Road, 812.0 feet, more or less, to a point on the Northeasterly line of that tract of land conveyed to Michael Nedelisky in Instrument No. 97-054756, Clackamas County Deed Records, said point also being on the Southwesterly line of that tract of land conveyed to Michael Nedelisky in Instrument No. 97-000738, Clackamas County Deed Records;
28. Thence North 44° 00' 40" West along the Northeasterly line of said 97-054756 tract and the Southwesterly line of said 97-000738, 635.00 feet, more or less, to the most

Westerly corner thereof and the most Westerly corner of Lot 24, DUCK RUN, Plat No. 3541, a duly recorded subdivision in Clackamas County;

29. Thence South 89° 06' 40" East along the Northerly line of said Lot 24, Tract C, and Lot 13 of said DUCK RUN, 292.90 feet to the Northeast corner of said Lot 13 and a point on the Southwesterly right-of-way line of Shenandoah Drive;
30. Thence South 46° 05' 00" East along the Southwesterly right-of-way line of said Shenandoah Drive and the Northeasterly line of said DUCK RUN, 427.52 feet to the most Easterly corner thereof and a point on the Northwesterly right-of-way line of said Central Point Road;
31. Thence North 42° 14' 20" East along the Northwesterly right-of-way line of said Central Point Road, 143.47 feet to the Southeast corner of Lot 2, Block 8, SHENANDOAH, Plat No. 1931, a duly recorded subdivision in Clackamas County, and the most Southerly corner of that tract of land conveyed to Richard and Connie Lemen in Instrument No. 2008-035481, Clackamas County Deed Records;
32. Thence North 00° 09' 00" East along the Easterly line of said Lot 2 and the Easterly line of SHENANDOAH NO. 2, Plat No. 2011, a duly recorded subdivision in Clackamas County, and the Westerly line of 2008-035481 tract and the Westerly line of that tract of land conveyed to Randall Stevens and Jody Carter, Trustees, or their successors in trust under the Stevens and Carter Revocable Living Trust dated November 17, 2020, and any amendments thereto in Instrument No. 2020-098924, Clackamas County Deed Records, 660.00 feet, more or less, to the most Northerly corner of 2020-098924 tract and the most Southerly Westerly corner of Lot 19, Block 2, SHENANDOAH NO. 4, Plat No. 2185, a duly recorded subdivision in Clackamas County;
33. Thence South 47° 48' 16" East along the Southwesterly line of said SHENANDOAH NO. 4 and the Northeasterly line of 2020-098924 tract, 439.71 feet to most Southerly corner of Lot 22 of said SHENANDOAH NO. 4 and a point on the Northwesterly right-of-way line of said Central Point Road;
34. Thence North 42° 02' 00" East along the Northwesterly right-of-way line of said Central Point Road, 237.08 feet to the most Easterly corner of Lot 1, Block 8, SHENANDOAH NO. 4;
35. Thence North 47° 48' 26" West along the Northeasterly lines of Lots 1, 2, and 3 of said Block 8, 369.77 feet to the most Southerly corner of Lot 4 of said Block 8;
36. Thence North 42° 01' 00" East along the Southeasterly lines of Lots 4, 5, and 6 of said Block 8, 243.09 feet to the most Northerly corner of that tract of land conveyed to Harold R. Walton and Margaret E. Walton, in Instrument No. 87-53099, Clackamas County Deed Records;

37. Thence South $47^{\circ} 48' 26''$ East along the Northeasterly line of said 87-53099 tract, 369.85 feet to the most Easterly corner thereof and a point on the Northwestern right-of-way line of said Central Point Road;
38. Thence North $42^{\circ} 02' 00''$ East along said Northwestern right-of-way line of said Central Point Road, 1,111.00 feet, more or less, to a point that is North $47^{\circ} 45' 00''$ West from the most Northerly corner of that tract of land conveyed as Parcel I to Robert J. Zimmer and Wanda J. Zimmer as Co-Trustees of The Zimmer Family Trust dated June 18, 2011 in Instrument No. 2016-043207, Clackamas County Deed Records;
39. Thence South $47^{\circ} 45' 00''$ East across said Central Point Road, 60.00 feet to said most Northerly corner of Parcel I of 2016-043207 tract and a point on the Southeasterly right-of-way line said Central Point Road;
40. Thence South $42^{\circ} 15' 00''$ West along said Southeasterly right-of-way line, 612.18 feet, more or less, to the most Northerly corner of TUGS LANDING, Plat No. 4092, a duly recorded subdivision in Clackamas County;
41. Thence South $46^{\circ} 48' 16''$ East along said Northeasterly line of TUGS LANDING, 536.05-feet, more or less, to the most Easterly corner of said TUGS LANDING;
42. Thence South $43^{\circ} 00' 30''$ West along the Easterly Southeasterly line of said TUGS LANDING, 240.93-feet to an angle point in the Southeasterly line of said TUGS LANDING;
43. Thence South $46^{\circ} 50' 08''$ East along the Northeasterly lines of Lots 17 and 16 of said TUGS LANDING, 88.13-feet to an angle point in the Southeasterly line of said TUGS LANDING, said point also being the most Northerly corner of Lot 12, KATY'S PLACE, Plat No. 4117, a duly recorded subdivision in Clackamas County;
44. Thence South $46^{\circ} 51' 45''$ East along the Northeasterly lines of Lots 12, 13, and 14 of said KATY'S PLACE, 164.42-feet to an angle point in the Northeasterly line of said Lot 14, said point also being the most Southerly corner of that tract of land conveyed to Robert J. Zimmer and Wanda J. Zimmer as Co-Trustees of the Zimmer Family Trust dated June 18, 2011 as Parcel 1 in Instrument No. 2016-043207, Clackamas County Deed Records;
45. Thence North $44^{\circ} 13' 11''$ East along said Lot 14 and the Southeasterly line of said 2016-043207 tract, 619.09 feet, more or less, to the most Northerly corner of PP 1992-040, Clackamas County Plat Records, and a point on the Westerly right-of-way line of Leland Road, Clackamas County Road No. 342;
46. Thence Northerly along said Westerly right-of-way line of said Leland Road, 331.46 feet, more or less, to the most Northerly corner of PP 1991-186, Clackamas County

Plat Records, said point also being the Southeast corner of PP 1996-057, Clackamas County Plat Records;

47. Thence South $42^{\circ} 58' 58''$ West along the Southeasterly line of said PP 1996-057, 172.01 feet, more or less, to the most Southerly corner thereof;
48. Thence North $08^{\circ} 52' 31''$ West along the Westerly line of said PP 1996-057, 256.56 feet to the most Westerly corner of said PP 1996-057;
49. Thence North $41^{\circ} 37' 14''$ East along the Northwesterly line of said PP 1996-057 and the Northeasterly extension thereof, 205.6 feet, more or less, to the Westerly line of the Samuel N. Vance DLC No. 51 in Township 3 South, Range 2 East in the center of said Leland Road;
50. Thence North $10^{\circ} 13' 46''$ West along the Westerly line of said Vance DLC No. 51 and the centerline of said Leland Road, 17.06 feet, more or less, to a point that is South $10^{\circ} 13' 46''$ East from the Northwest corner of said Vance DLC No. 51, 238.43 feet, said point also being on the Westerly extension of the Northerly line of PP 1997-093, Clackamas County Plat Records;
51. Thence North $89^{\circ} 15' 24''$ East along said Westerly extension and the Northerly line of said PP 1997-093, 290.26 feet to the Northeast corner thereof;
52. Thence South $11^{\circ} 38' 30''$ East along the Easterly line of said PP 1997-093, 90.52 feet to the Northwest corner Lot 22, of previously mentioned LELAND VILLAGE;
53. Thence North $89^{\circ} 13' 40''$ East along the Northerly line of said LELAND VILLAGE, 519.12 feet to the Northeast corner thereof;
54. Thence South $05^{\circ} 51' 53''$ East along the Easterly line of said LELAND VILLAGE, 503.93 feet to the point of beginning.

Ordinance No. 21-1013



EXHIBIT 1-E.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 3-10-2022

A parcel of land in Sections 7, 8, and 18, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the most Northerly corner of Lot 1, Block 2, PLEASANT ACRES, Plat No. 1638, a duly recorded subdivision in Clackamas County, Oregon;

1. Thence South 46° 14' 00" East along the Northeasterly line of said PLEASANT ACRES, 1,487.69 feet, more or less, to the most Easterly corner of Lot 15 of said Block 2, and a point on the Northwesterly right-of-way line of Autumn Lane;
2. Thence South 43° 46' 00" West along the Southeasterly line of said Lot 15 and said Northwesterly right-of-way line of Autumn Lane, 190.00 feet to a point of curve for a 10.00-foot radius curve at the Southern most corner of said Lot 15;
3. Thence South 46° 14' 00" East across said Autumn Lane, 50.00 feet to a point of curve for a 10.00-foot radius curve at the Western most corner of Lot 1, Block 3 of said PLEASANT ACRES;
4. Thence North 43° 46' 00" East along the Northwesterly line of said Lot 1 and the Southeasterly right-of-way line of said Autumn Lane, 190.00 feet to the most Northerly corner of said Lot 1;
5. Thence South 46° 14' 00" East along the Northeasterly line of said Lot 1, 100.25 feet to the most Easterly corner of said Lot 1;
6. Thence South 43° 46' 00" West along the Southeasterly line of said Lot 1, 200.00 feet to the most Southerly corner thereof and a point on the Northeasterly right-of-way line of Meyers Road, County Road No. 526;
7. Thence South 46° 14' 00" East along the Northeasterly right-of-way line of said Meyers Road, 208.55 feet to the most Southerly corner of Tract "A" of HILLENDALE NO. 2, Plat No. 2054, a duly recorded subdivision in Clackamas County and the most Westerly corner of DEER MEADOWS – PHASE 2, Plat No. 3284, a duly recorded subdivision in Clackamas County;
8. Thence South 46° 14' 39" East along the Northeasterly right-of-way line of said Meyers Road, 375 feet, more or less, to a point on the Northeasterly extension of the Southeasterly line of SETTLER'S POINT, Plat No. 3461, a duly recorded subdivision in Clackamas County;

9. Thence South 44° 05' 59" West along said extension and said Southeasterly line and the Northwesterly line of KING SALMON COURT, Plat No. 3874, a duly recorded subdivision in Clackamas County, 690.66 feet to the most Westerly corner of said KING SALMON COURT;
10. Thence North 45° 14' 39" West, 214.39 feet to a point on the Northeasterly extension of the Southeasterly line of Lot 77 of said SETTLER'S POINT;
11. Thence South 45° 58' 20" West along said extension and the Southeasterly line of Lots 77 through 72 and the Northwesterly line of Tract B of said SETTLER'S POINT, 393.31 feet to the most Southerly corner of said Lot 72 and a point on the Northeasterly line of Lot 22, SILVERFOX, Plat No. 3716, a duly recorded subdivision in Clackamas County;
12. Thence South 45° 56' 17" East along the Northeasterly line of said SILVERFOX, 147.30 feet to the most Easterly corner thereof;
13. Thence South 43° 55' 26" West along the Southeasterly line of said SILVERFOX, 526.81 feet to the most Southerly corner thereof, said point also being the most Easterly corner of NEWBERRY, Plat No. 3912, a duly recorded subdivision in Clackamas County;
14. Thence South 43° 54' 42" West along the Southeasterly line of said NEWBERRY, 1025.27 feet to the most Southerly corner thereof and a point on the Northeasterly right-of-way line of Leland Road, County Road No. 518;
15. Thence Southwesterly across said Leland Road, 65.00 feet, more or less, to a point on the Southwesterly right-of-way line of said Leland Road and the most Easterly corner of that tract conveyed to Joseph L. Winter in Instrument No. 99-011129, Clackamas County Deed Records;
- 16.1 Thence North 46° 45' West along the Southwesterly right-of-way line of said Leland Road, 229.85 feet, more or less, to the most Easterly corner of Partition Plat No. 2020-014, a duly recorded plat in Clackamas County;
- 17.1 Thence South 43° 24' 32" West along the Southeasterly line of said Partition Plat No. 2020-014, 295.00 feet to the most Southerly corner thereof, said point also being the most Easterly corner of Lot 39, MARLO FARMS, Plat No. 4446, a duly recorded subdivision in Clackamas County and a point on the Northwesterly line of that tract of land conveyed to Carl W. Gudel in deed Book 572, Page 342, Clackamas County Deed Records;
- 21.1 Thence South 43° 41' 57" West along the Southeasterly line of said MARLO FARMS and the Northwesterly line of said Gudel tract and the most Southwesterly Northwesterly line of that tract of land conveyed to Joseph L.

Winters in Instrument No. 99-011129, Clackamas County Deed Records, 860 feet, more or less, to the most Westerly corner of said Winters tract;

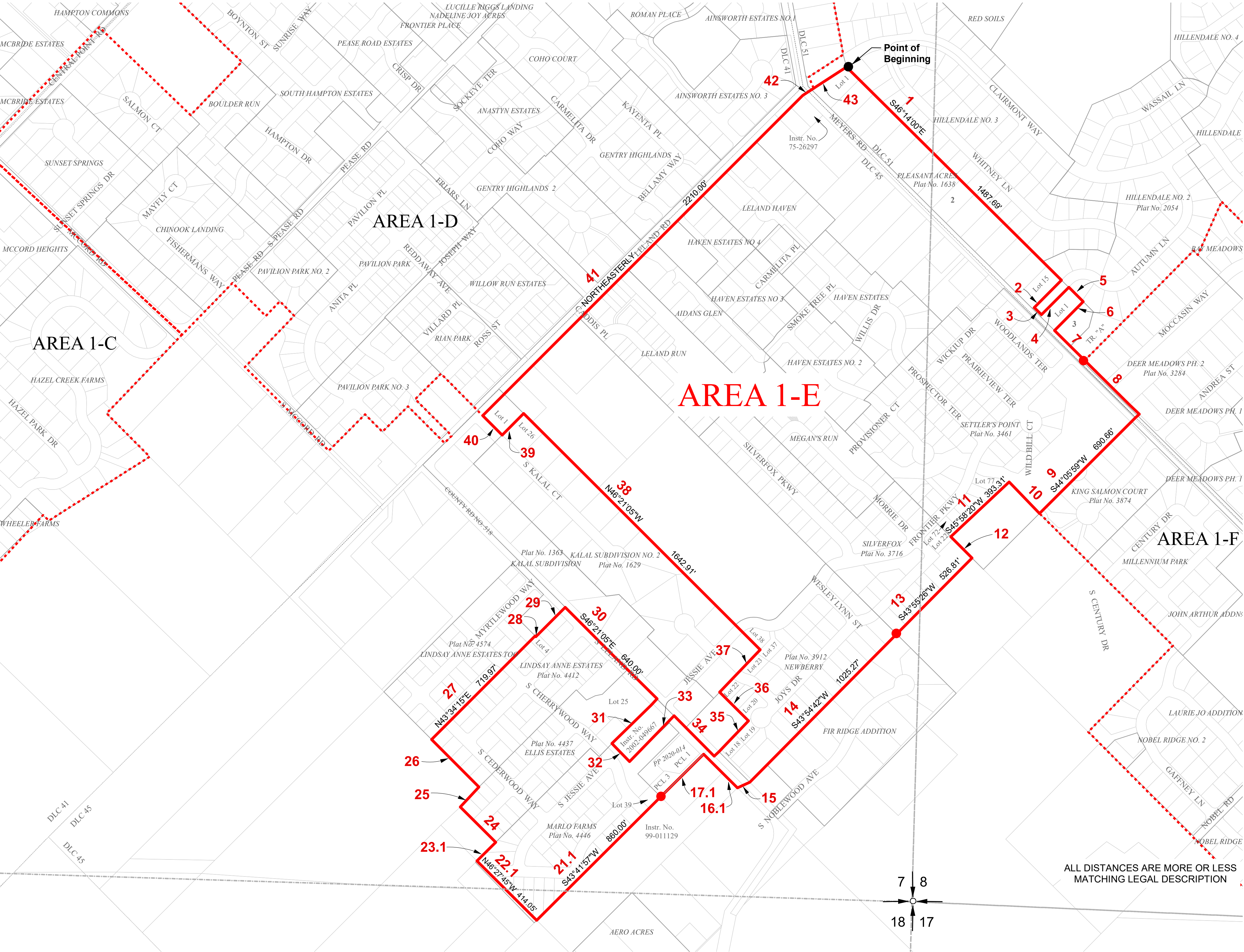
- 22.1 Thence North 46° 27' 45" West along the Northwesterly extension of the Southwesterly line of said Winters tract, 414.05 feet to the Northwesterly line of the afore mentioned MARLO FARMS;
- 23.1 Thence North 43° 45' 26" East along the Northwesterly line of said MARLO FARMS, 131 feet, more or less, to the most Southerly corner of ELLIS ESTATES, Plat No. 4437, a duly recorded subdivision in Clackamas County;
- 24 Thence North 46° 33' 16" West along the Southwesterly line of said ELLIS ESTATES, 246.05 feet to the most Westerly corner thereof;
- 25 Thence North 41° 48' 39" East along the Northwesterly line of said ELLIS ESTATES, 133.96 feet to the most Southerly corner of LINDSAY ANNE ESTATES, Plat No. 4412, a duly recorded subdivision in Clackamas County;
- 26 Thence North 46° 21' 05" West along the Southwesterly line of said LINDSAY ANNE ESTATES, 329.88 feet to the most Westerly corner thereof, said point also being the most Southerly corner of LINDSAY ANNE ESTATES TOO, Plat No. 4574, a duly recorded subdivision in Clackamas County;
- 27 Thence North 43° 34' 15" East along the Northwesterly line of said LINDSAY ANNE ESTATES and the Southeasterly line of said LINDSAY ANNE ESTATES TOO, 719.97 feet to an angle point in the Northwest line of Lot 4 of said LINDSAY ANNE ESTATES;
- 28 Thence South 46° 19' 21" East, 5.00 feet to another angle point in said Northwest line of said Lot 4;
- 29 Thence North 43° 34' 15" East along the Northwesterly line of said LINDSAY ANNE ESTATES and the Northeasterly extension thereof, 204.03 feet to the centerline of Leland Road;
- 30 Thence South 46° 21' 05" East along the centerline of said Leland Road, 640 feet, more or less, to the Northeasterly extension of the Southeasterly line of Lot 25 of said ELLIS ESTATES;
- 31 Thence South 44° 19' 34" West along said extension, said Southeasterly line of ELLIS ESTATES, and the Northwesterly line of that tract of land conveyed to Alfred Haller and M. Colleen Mihalik in Instrument No. 2002-049667, Clackamas County Deed Records, 310.14 feet, more or less, to the most Westerly corner thereof;

- 32 Thence South $45^{\circ} 44' 37''$ East along the Southwesterly line of said 2002-049667 tract, 124.17 feet to the most Southerly corner thereof;
- 33 Thence North $44^{\circ} 21' 27''$ East along the Southeasterly line of said 2002-049667 tract and the Northeasterly extension thereof, 311.45 feet to the centerline of said Leland Road;
- 34 Thence South $46^{\circ} 45' 26''$ East along said centerline, 272 feet, more or less, to the Southwesterly extension of the Northwesterly line of Lot 18, NEWBERRY;
- 35 Thence North $42^{\circ} 55' 21''$ East along said extension and said Northwesterly line and the Northwesterly line of Lot 19, NEWBERRY, 239.99 feet to the most Southerly corner of Lot 20, NEWBERRY;
- 36 Thence North $45^{\circ} 57' 53''$ West along the Southwesterly line of Lots 20, 21, and 22, NEWBERRY, 200.00 feet to the most Westerly corner of said Lot 22;
- 37 Thence North $42^{\circ} 55' 21''$ East along the Northwesterly line of Lots 22, 23, and 37, NEWBERRY, 287.99 feet to the most Southerly corner of Lot 38, NEWBERRY, said point is also the most Easterly corner of KALAL SUBDIVISION NO. 2, Plat No. 1629, a duly recorded subdivision in Clackamas County;
- 38 Thence North $46^{\circ} 21' 05''$ West along the Northeasterly line of said KALAL SUBDIVISION NO. 2, 1,642.91 feet to the most Northerly corner thereof, said point also being the most Easterly corner of Lot 1, KALAL SUBDIVISION, Plat No. 1363, a duly recorded subdivision in Clackamas County;
- 39 Thence South $43^{\circ} 38' 55''$ West along the Northwesterly line of Lot 26 of said KALAL SUBDIVISION NO. 2 and the Southeasterly line of said Lot 1, 149.22 feet to the most Westerly corner of said Lot 26, KALAL SUBDIVISION NO. 2, the most Southerly corner of said Lot 1, KALAL SUBDIVISION and a point on the Northeasterly right-of-way line of Kalal Court;
- 40 Thence North $46^{\circ} 21' 05''$ West along the Southwesterly line of said Lot 1 and said Northeasterly right-of-way line of said Kalal Court and the Northwesterly extension thereof, 134.94 feet, more or less, to the Southeasterly right-of-way line of said Leland Road;
- 41 Thence Northeasterly along said Southeasterly right-of-way line of said Leland Road, 2,210 feet, more or less, to the most Northerly corner of a tract of land conveyed to Harold O. Lydy and Bonnie E. Lydy in Instrument No. 75-26297, Clackamas County Deed Records, and the Southerly corner of the intersection of Leland Road and Meyers Road;

- 42 Thence Northeasterly across Meyers Road, 60 feet, more or less, to the Northern most point of curve for a 10.00-foot radius curve at the Western most corner of Lot 1, Block 2 of previously mentioned PLEASANT ACRES and a point on the Southeasterly right-of-way line of Clairmont Way;
- 43 Thence North 56° 00' 00" East along the Southeasterly right-of-way of said Clairmont Way, 192.89 feet to the point of beginning.

THOSE PORTIONS OF LAND LYING IN THE EAST HALF OF SECTION 7, THOSE PORTIONS LYING IN IN THE WEST HALF OF SECTION 8 AND THOSE PORTIONS LYING IN IN THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LINE TABLE		
COURSE NO.	BEARING	DISTANCE
2	S43°46'00"W	190.00'
3	S46°14'00"E	50.00'
4	N43°46'00"E	190.00'
5	S46°14'00"E	100.25'
6	S43°46'00"W	200.00'
7	S46°14'00"E	208.55'
8	S46°14'39"E	375.00'
10	N45°14'39"W	214.39'
12	S45°56'17"E	147.30'
15	SWLY	65.00'
16.1	N46°45"W	229.85'
17.1	S43°24'32"W	295.00'
23.1	N43°45'26"E	131.00'
24	N46°33'16"W	246.05'
25	N41°48'39"E	133.96'
26	N46°21'05"W	329.88'
28	S46°19'21"E	5.00'
29	N43°34'15"E	204.03'
31	S44°19'34"W	310.14'
32	S45°44'37"E	124.17'
33	N44°21'27"E	311.45'
34	S46°45'26"E	272.00'
35	N42°55'21"E	239.99'
36	N45°57'53"W	200.00'
37	N42°55'21"E	287.99'
39	S43°38'55"W	149.22'
40	N46°21'05"W	134.94'
42	NELY	60.00'
43	N56°00'00"E	192.89'

LEGEND

PLSS Section Line

Withdrawal Boundary Area 1-E

Surrounding Withdrawal Boundary Areas

1-C

1-D

1-F

Subdivisions

Parcel Boundary

Donation Land Claims

1

Legal Description Course Number



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 3/11/21
DATE:	
DRAWN BY: BAJ	REVISION: 3/11/22
CHECKED BY: PHR	
APPROVED BY: AMB	

EXHIBIT 1-F.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 3-10-2022

A parcel of land in Sections 8, 9, and 17, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the most Southerly corner of Tract "A" of HILLENDALE NO. 2, Plat No. 2054, a duly recorded subdivision in Clackamas County and the most Westerly corner Lot 62, DEER MEADOWS – PHASE 2, Plat No. 3284, a duly recorded subdivision in Clackamas County, said point also being on the Northeasterly right-of-way line of Meyers Road, County Road No. 526;

1. Thence North 43° 47' 16" East along the Northwesterly line of said DEER MEADOWS – PHASE 2, 759.81 feet to the Most Northerly corner thereof;
2. Thence South 46° 20' 13" East along the Northeasterly line of said DEER MEADOWS – PHASE 2, 29.67 feet, more or less, to the most Westerly corner of Lot 10, BAY MEADOWS, Plat No. 3853, a duly recorded subdivision in Clackamas County and the most Southerly corner of Lot 27, Block 1 of said HILLENDALE NO. 2;
3. Thence North 22° 58' 49" East along the Westerly line of said BAY MEADOWS and the Easterly line of Lots 27, 26, and 25, Block 1, of said HILLENDALE NO. 2, 286.27 feet, to the most Northerly corner of Lot 8 of said BAY MEADOWS and the most Easterly corner of Lot 25 of said Block 1;
4. Thence South 46° 21' 00" East along the Northeasterly line of said BAY MEADOWS, 814.83 feet to the most Easterly corner thereof and a point on the Northwesterly line of MAUREEN'S ADDITION, Plat No. 1560, a duly recorded subdivision in Clackamas County;
5. Thence North 43° 07' 45" East along the Northwesterly line of said MAUREEN'S ADDITION, 30.00 feet to the most Northerly corner thereof;
6. Thence South 46° 52' 15" East along the Northeasterly line of said MAUREEN'S ADDITION and the Southeasterly extension thereof, 564.80 feet to a point on the centerline of Gaffney Lane, County Road No. 526;
7. Thence North 40° 43' 45" East along the said centerline, 855 feet, more or less, to the Northwesterly extension of the Southwesterly right-of-way line of Lazy Creek Lane;
8. Thence South 46° 44' 30" East along said extension and said Southwesterly right-of-way line of Lazy Creek Lane, 1027.41 feet, more or less, to the most Easterly corner of Partition Plat 1998-124, a duly recorded Plat in Clackamas County, said point also being the most Northerly corner of Lot 11, GAFFNEY

LANE ACRES, Plat No. 1491, a duly recorded subdivision in Clackamas County;

9. Thence South 53° 15' West along the Northwesterly line of said Lot 11 and the Southeasterly line of said Partition Plat 1998-124, 210.24 feet to the cul-de-sac right-of-way line of said South Falcon Drive;
10. Thence Southeasterly around said cul-de-sac 50-foot radius curve to the right, 67.57 feet to the Southwesterly corner of said Lot 11, said point also being the Northwesterly corner of Lot 12 of said GAFFNEY LANE ACRES;
11. Thence North 87° 50' East along the Southerly line of said Lot 11 and the Northerly line of said Lot 12, 230.64 feet to the Southeast corner of said Lot 11 and a point on the East line of the S.N. Vance DLC No. 51 and the West line of the Caufield DLC No. 53;
12. Thence North 17° 03' 02" East along said DLC line, 440 feet, more or less, to the Northwesterly corner of that tract of land conveyed to Mark Schmidt Jr. and Irene Robin Schmidt in Instrument No. 2019-083728, Clackamas County Deed Records, said point also being the most Westerly corner of Lot 8, CHAR DIAZ ESTATES, Plat No. 3395, a duly recorded subdivision in Clackamas County;
13. Thence North 76° 51' 52" East along the Southerly line of said CHAR DIAZ ESTATES and the Easterly extension thereof, 806.21 feet, more or less, to the centerline of Molalla Avenue, County Road No. 22;
14. Thence North 28° 41' 13" West along said centerline, 415 feet, more or less, to a point on the Westerly extension of the Northerly line that tract of land conveyed to The Followers of Christ (of Oregon City) in Book 342, Page 157, Clackamas County Deed Records;
15. Thence East along said extension and the Northerly line of said Book 342, Page 157 tract, the Northerly line of that tract of land conveyed to The Followers of Christ (of Oregon City) in Book 544, Page 413, Clackamas County Deed Records, and the Northerly line of that tract of land conveyed to Edward J. Wanke and Leola Wanke in Book 455, Page 739, Clackamas County Deed Records, 1,000 feet, more or less, to the Northeast corner thereof;
16. Thence South 00° 07' East along the Easterly line of said Book 455, Page 739 tract, 437.6 feet to the North right-of-way line of a 30-foot public Road;
17. Thence South 89° 53' West along said right-of-way line, 26.19 feet;
18. Thence South 00° 07' East, 410.3 feet to the Southeast corner of a tract of land in Book 609, Page 84, Clackamas County Deed Records;

19. Thence South $89^{\circ} 53'$ West along the Southerly line of said Book 609, Page 84 tract, 100 feet to the most Easterly Southwest corner thereof, and the Southeast corner of that tract of land conveyed to Clackamas Community College in Instrument No. 69-162, Clackamas County Deed Records;
20. Thence North $00^{\circ} 07'$ West along the most Southerly Westerly line of said Book 609, Page 84 tract and the Easterly line of said 69-162 tract, 100 feet to the Northeast corner thereof;
21. Thence South $89^{\circ} 53'$ West along the most Westerly South line of said Book 609, Page 84 tract and the Northerly line of said 69-162 tract, 365 feet, more or less, to a point on the Northeasterly right-of-way line of Molalla Avenue;
22. Thence Northwesterly along said right-of-way line of Molalla Avenue, 160 feet, more or less, to the most Westerly corner of that tract of land conveyed to FDP OC POINT, LLC in Instrument No. 2014-042882, Clackamas County Deed Records;
23. Thence Southwesterly across said Molalla Avenue, 101 feet, more or less, to the most Northerly corner of Lot 3, AVERY ESTATES, Plat No. 4600, a duly recorded subdivision in Clackamas County;
24. Thence South $76^{\circ} 51' 52''$ West along the Northerly line of said AVERY ESTATES, 164.76 feet to the most Westerly corner of Lot 1 of said AVERY ESTATES;
25. Thence South $28^{\circ} 35' 44''$ East along the Westerly line of said AVERY ESTATES, 125.46 feet to the most Southerly corner of Lot 5 of said AVERY ESTATES;
26. Thence North $71^{\circ} 48' 08''$ East along the Southerly line of said AVERY ESTATES, 171.80 feet to a point on the Westerly right-of-way line of Molalla Avenue as it existed in 1999;
27. Thence South $28^{\circ} 40' 30''$ East along said right-of-way line, 636.47 feet to the most Easterly corner of LAND'S END, Plat No. 3508, a duly recorded subdivision in Clackamas County;
28. Thence South $76^{\circ} 54' 16''$ West along the Southerly line of said LAND'S END, 642.08 feet to an angle point in said Southerly line;
29. Thence continuing South $76^{\circ} 56' 24''$ West along said Southerly line, 1010.38 feet to the most Southerly corner of said LAND'S END, a point on the Easterly line of GAFFNEY LANE ACRES, Plat No. 1491, a duly recorded subdivision in Clackamas County and a point on the West line of said DLC No. 53;

30. Thence South 17° 03' 02" West along the West Line of said DLC No. 53, the Easterly line of said GAFFNEY LANE ACRES, and the Easterly line of GAFFNEY LANE ACRES NO. 2, Plat No. 1676, a duly recorded subdivision in Clackamas County, 667.97 feet, more or less, to the most Southerly corner thereof, and the most Easterly corner of CASTLEBERRY PARK NO. 2, Plat No. 3095, a duly recorded subdivision in Clackamas County;
31. Thence North 44° 46' 30" West along the Southwesterly line of said GAFFNEY LANE ACRES NO. 2, the Southwesterly line of ANDERWOOD, Plat No. 3287, a duly recorded subdivision in Clackamas County, and the Northeasterly line of CASTLEBERRY PARK, Plat No. 3059, a duly recorded subdivision in Clackamas County, 900.10 feet to the most Northerly corner thereof;
32. Thence South 44° 44' 24" West along the Northwesterly line of said CASTLEBERRY PARK and the Southwesterly extension thereof, 656.79 feet to the centerline of said Meyers Road and a point on the Southwesterly line of DLC No. 51;
33. Thence South 45° 15' 36" East along the Southwesterly line of said DLC No. 51 and the Northeasterly line of DLC No. 45, 630 feet, more or less, to a point on the Northeasterly extension of the Southeasterly line of NOBEL RIDGE, Plat No. 3488, a duly recorded subdivision in Clackamas County;
34. Thence South 45° 03' 50" West along said extension and the Southeasterly line of said NOBEL RIDGE, 1,264.35 feet to the most Southerly corner thereof;
35. Thence North 44° 28' 47" West along the Southwesterly line of said NOBEL RIDGE and NOBEL RIDGE NO. 2, Plat No. 3599, a duly recorded subdivision in Clackamas County, 1,519.90 feet to the most Westerly corner thereof;
36. Thence North 44° 28' 20" East along the Northwesterly line of said NOBEL RIDGE NO. 2, 593.98 feet to the most Northerly corner thereof and a point on the Southwesterly line of MILLENNIUM PARK, Plat No. 3549, a duly recorded subdivision in Clackamas County;
37. Thence North 46° 45' 32" West along the Southwesterly line of said MILLENNIUM PARK and the Southwesterly line of KING SALMON COURT, Plat No. 3874, a duly recorded subdivision in Clackamas County, 922.75 feet to the most Westerly corner thereof;
38. Thence North 45° 04' 28" East along the Northwesterly line of said KING SALMON COURT and the Northeasterly extension thereof, 690.66 feet, more or less, to the Northeasterly right-of-way line of Meyers Road;
39. Thence North 46° 14' 39" West along said right-of-way line, 375 feet, more or less, to the point of beginning.

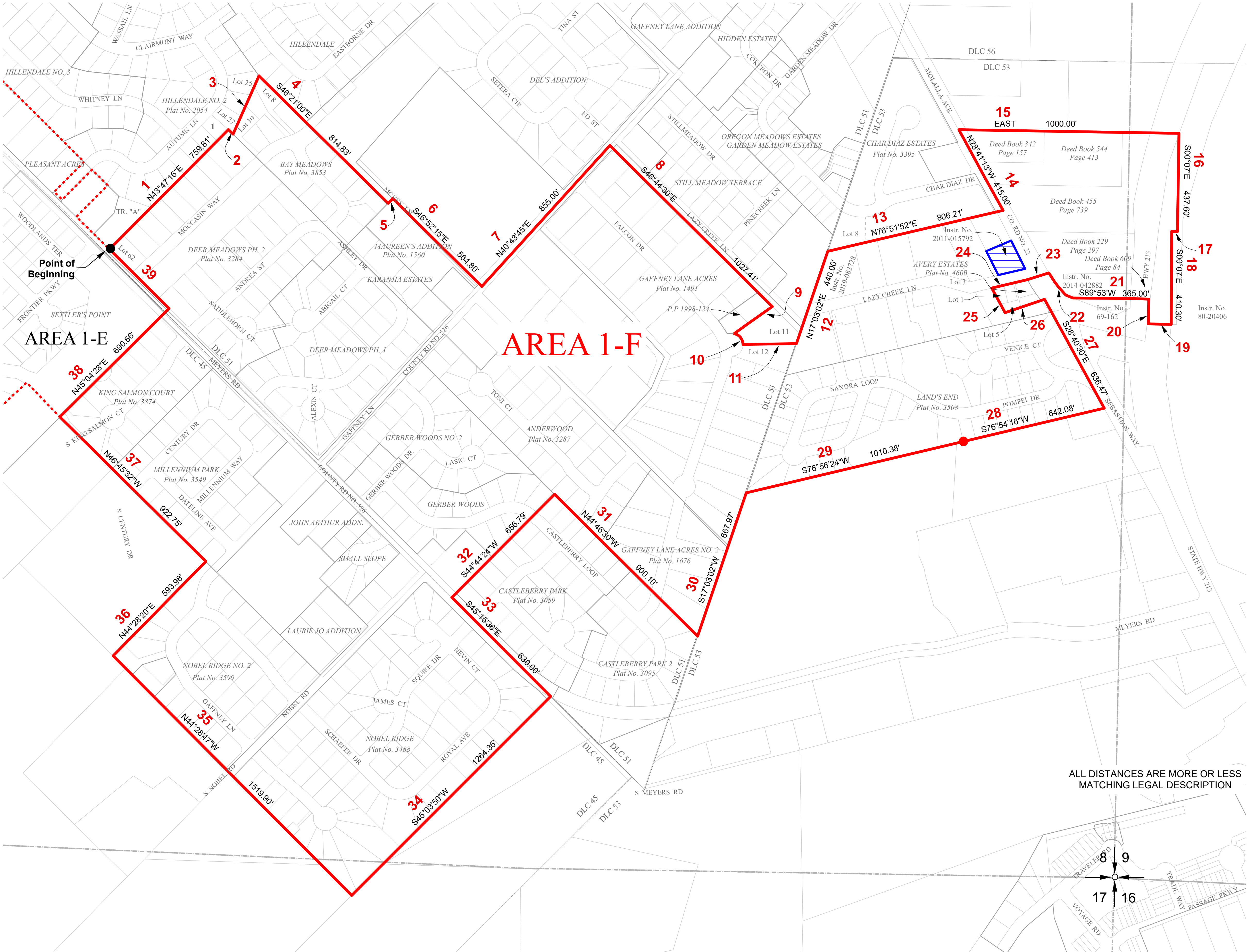
EXCEPTING THEREFROM (Map 3-2E-08AD, TL 401) that tract of land conveyed to Quyen Do Luu in Instrument No. 2011-015792, Clackamas County Deed Records in Donation Land Claim No. 53, in the Northeast one-quarter of Section 8, Township 3 South, Range 2 East, W.M. in Clackamas County, Oregon.

AREA 1-F

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 1-F.2

THOSE PORTIONS OF LAND LYING IN THE EAST HALF OF SECTION 08, THOSE PORTIONS LYING IN IN THE WEST HALF OF SECTION 09 AND THOSE PORTIONS LYING IN IN THE NORTH HALF OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LINE TABLE		
COURSE NO.	BEARING	DISTANCE
2	S46°20'13"E	29.67'
3	N22°58'49"E	286.27'
5	N43°07'45"E	30.00'
9	S53°15'W	210.24'
10	SELY	67.57'
11	N87°50'E	230.64'
17	S89°53'W	26.19'
19	S89°53'W	100.00'
20	N00°07'W	100.00'
22	NWLY	160.00'
23	SWLY	101.00'
24	S76°51'52"W	164.76'
25	S28°35'44"E	125.46'
26	N71°48'08"E	171.80'
39	N46°14'39"W	375.00'

LEGEND

To Remain CRW District Boundary

Withdrawal Boundary Area 1-F

Surrounding Withdrawal Boundary Areas

1-E

PLSS Section Line

Subdivisions

Parcel Boundary

Donation Land Claims

1

Legal Description Course Number

ALL DISTANCES ARE MORE OR LESS
MATCHING LEGAL DESCRIPTION

PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 5-8-21
DATE:	REVISION: 3-16-22
DRAWN BY: BAJ	
CHECKED BY: PHR	
APPROVED BY: AMB	

Page 209

EXHIBIT 2-A.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
REVISED 6-15-2021

A parcel of land in Section 4, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the most Easterly corner of the Southerly portion of Partition Plat No. 1996-007, a duly recorded Plat in Clackamas County, said point also being the most Southerly corner of that tract of land conveyed to Jesus Jimenez Solano in Instrument No. 2018-048721, Clackamas County Deed Records, said point also being on the Northwestern right-of-way line of Maplelane Court;

1. Thence South 47° 53' 16" West along the Northwestern right-of-way line of said Maplelane Court, 176.51 feet to the most Easterly corner of Parcel 2 of said Partition Plat;
2. Thence North 42° 06' 44" West along the Northeasterly line of said Parcel 2, 113.13 feet to the most Northerly corner thereof;
3. Thence South 47° 53' 16" West along the Northwestern line of said Parcel 2, 110.00 feet to the most Westerly corner thereof and the most Northerly corner of Parcel 3 of said Partition Plat;
4. Thence South 42° 06' 44" East along the Southwesterly line of said Parcel 2 and the Northeasterly line of said Parcel 3, 113.13 feet to the most Southerly corner of said Parcel 2, the most Easterly corner of said Parcel 3, and a point on the Northwestern right-of-way line of Maplelane Court;
5. Thence South 47° 53' 16" West along said Northwestern right-of-way line, 148.33 feet to the most Southerly corner of said Parcel 3 and the Southeast corner that tract of land conveyed to Historic Properties, LLC in Instrument No. 2014-011021, Clackamas County Deed Records;
6. Thence North 02° 11' 33" East along the Easterly line of said 2014-011021 tract, 158.08 feet to the most Northerly corner thereof;
7. Thence South 47° 53' 16" West along the Northwestern line of said 2014-011021 tract, 100.00 feet to the Northwestern corner thereof;
8. Thence South 02° 11' 33" West along the Westerly line of said 2014-011021 tract, 158.08 feet to the most Southerly corner thereof and a point on the Northwestern right-of-way line of said Maplelane Court;
9. Thence South 47° 53' 16" West along said Northwestern right-of-way line, 382.88 feet to a point on the Easterly right-of-way line of State Highway 213;

10. Thence Southerly along the Easterly right-of-way line of said State Highway 213, 260 feet, more or less, to the Northerly right-of-way line of Beaver Creek Road (Market Road No. 11) as it existed in 1969;
11. Thence Westerly along said Northerly right-of-way, 30 feet, more or less, to the centerline of Maple Lane as it existed in 1969;
12. Thence North $14^{\circ} 24'$ East along the centerline of said Maple Lane, 109.37 feet an angle point in said centerline;
13. Thence North $46^{\circ} 29'$ East along said centerline, 7.50 feet to a point on the Southeasterly extension of the Southwesterly line of that tract of land conveyed to Wendell W. Heagle and Phyllis A. Heagle in Instrument No. 69-3215, Clackamas County Deed Records;
14. Thence North $43^{\circ} 31'$ West along said extension and said Southwesterly line of said 69-3215 tract, 152.75 feet to the most Westerly corner thereof;
15. Thence North $56^{\circ} 10'$ East along the Northwesterly line of said 69-3215 tract, 101.46 feet to the most Northerly corner thereof and the most Westerly corner of that tract of land conveyed to Wendell W. Heagle and Phyllis A. Heagle in Instrument No 69-3217, Clackamas County Deed Records;
16. Thence North $5^{\circ} 40' 30''$ East along the Westerly line of said 69-3217 tract, 39.64 feet to the most Northerly corner thereof;
17. Thence Northerly, 440 feet to an angle point on the Easterly line of Parcel 5 of Partition Plat No. 1996-139, a duly recorded Plat in Clackamas County, that is Southerly 933.38 feet from the Northeast corner thereof;
18. Thence North $00^{\circ} 58' 01''$ East along the Easterly line of said Parcel 5, 297.38 feet to another angle point in said Easterly line;
19. Thence North $01^{\circ} 25' 11''$ East along said Easterly line, 636.00 feet to the Northeast corner thereof and a point on the South line of the LDC Latourette DLC;
20. Thence Easterly along said Southerly line, 530 feet, more or less, to point on the Easterly right-of-way line of said State Hwy 213 and the Northwest corner of Partition Plat No. 1996-007, a duly record Plat in Clackamas County;
21. Thence North $89^{\circ} 44' 18''$ East along the North line of said Partition Plat, 287.36 feet to the Northeast corner thereof;

22. Thence South $02^{\circ} 11' 33''$ West along the East line of said Partition Plat, 122.37 feet to an angle point in said East line;
23. Thence Southwesterly and Southerly along the Easterly line of said Partition Plat, 602.04 feet to another angle point in said Easterly line;
24. Thence South $42^{\circ} 06' 44''$ East along the Easterly line of said Partition Plat, 290.40 feet to the point of beginning.

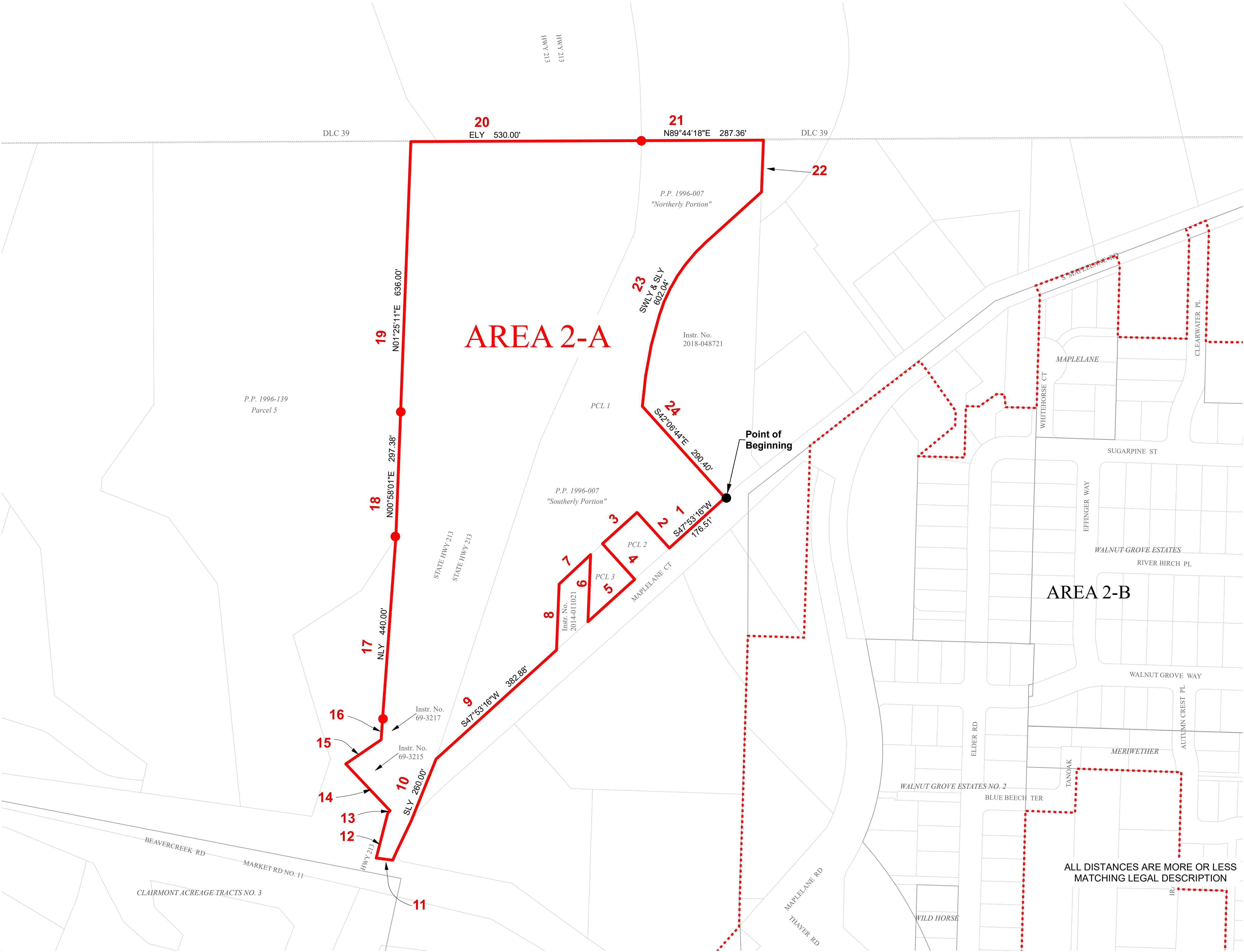
AREA 2-A

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 2-A.Z

Ordinance No. 21-1013

THOSE PORTIONS OF LAND LYING IN THE SOUTH HALF OF SECTION 04, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

LINE TABLE		
COURSE NO.	BEARING	DISTANCE
2	N42°06'44"W	113.13'
3	S47°53'16"W	110.00'
4	S42°06'44"E	113.13'
5	S47°53'16"W	148.33'
6	N02°11'33"E	158.08'
7	S47°53'16"W	100.00'
8	S02°11'33"W	158.08'
11	WLY	30.00'
12	N14°24'E	109.37'
13	N46°29'E	7.50'
14	N43°31'W	152.75'
15	N56°10'E	101.46'
16	N5°40'30"E	39.64'
22	S02°11'33"W	122.37'



LEGEND

Withdrawal Boundary Area 2-A

Surrounding Withdrawal Boundary Areas 2-B

PLSS Section Line

Subdivisions

Parcel Boundary

Donation Land Claims

1

Legal Description Course Number

N

W

S

E

NOT TO SCALE

PREPARED FOR
CITY OF OREGON CITY

PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512

DATE:

DRAWN BY: BAJ

CHECKED BY: PHR

APPROVED BY: AMB

REVISION: 6-15-21

REVISION:

Page 213

EXHIBIT 2-B.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 7-13-2021

A parcel of land in Sections 4 and 9, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of DOUGLAS GROVE, Plat No. 4459, a duly recorded subdivision in Clackamas County, said point also being on the Northerly right-of-way line of Thayer Road, County Road No. 377;

1. Thence South 00° 08' 24" East, 20.00 feet to the centerline of Thayer Road, County Road No. 377;
2. South 89° 51' 36" West along said centerline, 683.99 feet to a point on the Southerly extension of the most Southerly West line of MERIWETHER, Plat No. 4363, a duly recorded subdivision in Clackamas County;
3. Thence North 00° 30' 21" West along said extension and said most Southerly West line of said MERIWETHER, 296.88 feet to the Southeast corner Lot 20 of said MERIWETHER;
4. Thence South 89° 52' 01" West along the Southerly line of Lots 20 and 19 of said MERIWETHER, 113.81 feet to the Southwest corner said Lot 19;
5. Thence North 00° 28' 08" West along the Westerly line of said Lot 19 and the Northerly extension thereof, 276.00 feet to a point on the Easterly extension of the Southerly line of Lots 4 and 5 of said MERIWETHER and the Northeast corner of that tract of land conveyed Aaron Rutherford and Anna Rutherford in Instrument No. 2013-078340, Clackamas County Deed Records;
6. Thence South 89° 52' 01" West along said extension, the Southerly lines of said Lots 5 and 4 and the Westerly extension thereof, 246.97 feet to the Northeast corner of Partition Plat No. 2013-024, a duly recorded Plat in Clackamas County;
7. Thence South 00° 27' 24" East along the Easterly line of said Partition Plat 2013-024, 102.10 feet to the Northeast corner of Parcel 1 of said Partition Plat No 2013-024;
8. Thence South 89° 39' 27" West along the North line of said Parcel 1, 117.58 feet to the Northwest corner thereof and the Northeast corner of Lot 86, WALNUT GROVE ESTATES NO. 2, Plat No. 4031, a duly recorded Subdivision in Clackamas County;

9. Thence South $00^{\circ} 21' 24''$ East along the West line of said Partition Plat and the East line of said WALNUT GROVE ESTATES NO. 2 and the Southerly extension thereof, 470.45 feet to the centerline of said Thayer Road;
10. Thence South $89^{\circ} 51' 36''$ West along the centerline of said Thayer Road, 350 feet, more or less, to a point on the Northerly extension of the Westerly line of that tract of land conveyed to Ronald R. Courneya and Linda M. Taylor in Instrument No. 2000-033084, Clackamas County Deed Records and the Easterly line of Lots 4, 5 and 6, CREEKSIDE ACRES, Plat No. 1277;
11. Thence South $10^{\circ} 37' 10''$ East along said Northerly extension and the Easterly line of said Lots 6, 5, and 4, and the Westerly line of said 2000-033084 tract, 269.15 feet, more or less, to the Southwest corner thereof;
12. Thence East along the Southerly line of said 2000-033084 tract and the most Easterly North line of said Lot 4, 100.00 feet to the Northeast corner of that tract of land conveyed as Parcel II to City of Oregon City in Instrument No. 2002-050759, Clackamas County Deed Records;
13. Thence Southeasterly along the Easterly line of said 2002-050759 tract, 58.66 feet, more or less, to the most Easterly corner thereof;
14. Thence South $61^{\circ} 07' 11''$ West along the Southerly line of said 2002-050759 tract and the Southwesterly extension thereof, 221.74 feet, more or less, to the centerline of Beaver Creek Road, Market Road No. 11;
15. Thence Northwesterly along the centerline of said Beaver Creek Road, 570 feet, more or less, to a point on the Southwesterly extension of the centerline of Maplelane Road;
16. Thence Northeasterly along said extension, 30 feet, more or less, to the Northwesterly extension of the Northeasterly right-of-way line of said Beaver Creek Road;
17. Thence Northwesterly along said extension of the Northeasterly right-of-way line, 80 feet, more or less, to a point on the Southwesterly extension of the Northwesterly right-of-way line of said Maplelane Road;
18. Thence Northeasterly along said extension and the Northwesterly right-of-way line of said Maplelane Road, 230 feet, more or less, to a point on the Westerly line of WESTOVER ACRES, Plat No. 396 (Vacated);
19. Thence North along the Westerly line of said WESTOVER ACRES, 687 feet, more or less, to Southwest corner of Lot 6, Block B of said WESTOVER ACRES;

20. Thence East along the Southerly line of said Lot 6, 132.38 feet, more or less, to a point on the Southerly extension of the Easterly line of Lot 1 of said WESTOVER ACRES;
21. Thence North along said extension and said Easterly line and the Northerly extension thereof, 449.12 feet, more or less, to the centerline of Maplelane Court;
22. Thence Northeasterly along the said centerline, 317 feet, more or less, to a point on the Northwesterly extension of the Northeasterly line of that tract of land conveyed to Ivan R. Crumrine in Instrument No. 2019-003436, Clackamas County Deed Records;
23. Thence South $40^{\circ} 13'$ East along said extension and said Northeasterly line, 145 feet, more or less, to an angle point in said Northeasterly line and the most Northerly corner of that tract of land conveyed to James Karl Whitehill and Gladys M. Whitehill in Instrument No. 72-16644, Clackamas County Deed Records;
24. Thence South parallel with the East line of Lot 4, Block B of said WESTOVER ACRES, 35 feet to Southeast corner of said 72-16644 tract and an angle point in the West line of that tract of land conveyed as Parcel II to Robert Lofgren in Instrument No. 97-085621, Clackamas County Deed Records;
25. Thence South $49^{\circ} 42'$ West along the Southeasterly line of said 2019-003436 tract, said line also being the Southeasterly line of the 72-16644 tract, and the most Southerly Northwesterly line of said 97-085621 tract, 108 feet to the Northwest corner of Lot 18, WALNUT GLEN, Plat No. 4343, a duly recorded subdivision in Clackamas County, said point also being the most Westerly corner Tract B of said WALNUT GLEN;
26. Thence North $89^{\circ} 37' 10''$ East along the Northerly line of said Tract B and the Southerly line of said 97-085621 tract, 109.41 feet to the Southeast corner thereof;
27. Thence North $00^{\circ} 24' 08''$ West along the West line of said Tract B and Lot 1 of said WALNUT GLEN, 121.28 feet to the Northwest corner thereof;
28. Thence North $89^{\circ} 33' 15''$ East along the Northerly line of said Lot 1, 31.24 feet to an angle point in the said Northerly line;
29. Thence North $52^{\circ} 41' 43''$ East along said Northerly line, 50.01 feet to another angle point in said Northerly line;
30. Thence North $89^{\circ} 33' 15''$ East along said North line, 18.70 feet to the Northeast corner of said Lot 1;

31. Thence South 07° 46' 26" East along the Easterly line of said Lot 1, 30.25 feet to the most Northerly Northwest corner of Lot 2 of said WALNUT GLEN;
32. Thence North 89° 33' 15" East along the Northerly line of said Lot 2 and the Easterly extension thereof, 73.04 feet to a point on the Westerly line of MAPLELANE, Plat No. 4217, a duly recorded subdivision in Clackamas County and the Westerly right-of-way line of Whitehorse Court;
33. Thence North 00° 22' 52" West along said West line of MAPLELANE, 262 feet to the Northwest corner thereof and a point on the Southerly right-of-way line of Maplelane Road;
34. Thence North 32° 43' 01" West, 30.00 feet to the centerline of Maplelane Road, County Road No. 398;
35. Thence North 67° 16' 59" East along said centerline, 201.24 feet;
36. Thence South 32° 43' 01" East, 30.00 feet to the Northeast corner of said MAPLELANE;
37. Thence South 00° 26' 24" East along the East line of said MAPLELANE, 170.66 feet to the Northwest corner of Lot 1, WALNUT GROVE ESTATES, Plat No. 4024, a duly recorded subdivision in Clackamas County;
38. Thence North 89° 24' 58" East along the North line of said Lot 1, 162.79 feet to the Northeast corner thereof and a point on the West right-of-way line of Clearwater Place;
39. Thence North 00° 35' 02" West along said West right-of-way line, 236.07 feet to the Southerly right-of-way line of previously mentioned Maplelane Road;
40. Thence North 22° 36' 46" West, 30.00 feet to the centerline of said Maplelane Road;
41. Thence North 67° 23' 14" East along said centerline, 48.54 feet;
42. Thence South 22° 36' 46" East, 30.00 feet to the intersection of the Southerly right-of-way line of said Maplelane Road and the Easterly right-of-way line of said Clearwater Place;
43. Thence South 00° 35' 02" East along the Easterly right-of-way line of said Clearwater Place and the Westerly line of that tract of land conveyed to Nathan Rowland and Desiree Rowland in Instrument No. 2019-024687, Clackamas County Deed Records, 256.12 feet to the Southwest corner thereof, and the Northwest corner of that tract of land conveyed to Kenneth

Ray Sayre and Cwendolyn A. Sayre in Instrument No. 80-16985, Clackamas County Deed Records;

44. Thence North 89° 02' 00" East along the South line of said 2019-024687 tract, the North line of said 80-16985 tract and the South line of that tract of land conveyed to Gary E. Boom in Instrument No. 97-003545, Clackamas County Deed Records, 271.55 feet to the Southeast corner thereof, the Northeast corner of said 80-16985 tract, and a point on the West line of Lot 97, CRABTREE TERRACE NO. 2, Plat No. 4358, a duly recorded subdivision in Clackamas County;
45. Thence North 00° 35' 27" West along the East line of said 97-003545 tract and the West line of that tract of land conveyed to John Jones and Eva K. Jones in Instrument No. 2013-085217, Clackamas County Deed Records and the Northerly extension thereof, 366.00 feet to the centerline of said Maplelane Road;
46. Thence North 67° 22' 10" East along said centerline, 196 feet, more or less, to an angle point in said centerline;
47. Thence continuing along said centerline North 87° 17' 22" East, 288 feet, more or less, to a point on the Northerly extension of the Easterly line of said 2013-085217 tract;
48. Thence South 02° 42' 01" East along the East line of said 2013-085217 tract, the East line of said CRABTREE TERRACE NO. 2, and the East line of CRABTREE TERRACE, Plat No. 4225, a duly recorded subdivision in Clackamas County, 1505.99 feet to the Southeast corner thereof;
49. Thence South 89° 51' 20" West along the South line of said CRABTREE TERRACE, 43.48 feet to the Northeast corner of the aforementioned DOUGLAS GROVE;
50. Thence South 00° 44' 22" East along the East line of said DOUGLAS GROVE, 552.90 feet to the Point of Beginning.

EXCEPT, that tract of land conveyed to Martha Sanchez and Alejandro Sanchez in Instrument No. 2005-019217, Clackamas County Deed Records, more particularly described as follows:

Part of Lots 6 and 7, CREEKSIDE ACRES, Plat No. 1277, a duly recorded subdivision in Clackamas County described as follows:

Beginning at the Northwest corner of said Lot 7;

1. Thence South $2^{\circ} 48' 58''$ East along the West line of said Lot 7, 71.89 feet to the Southwest lot corner;
2. Thence South $48^{\circ} 09' 15''$ East along the Southwesterly lot line, 90.34 feet to a point that is North $48^{\circ} 09' 15''$ West, 15.00 feet from the most Southerly corner of said Lot 7;
3. Thence Northeasterly in a straight line to a point on the North line of Lot 6, that is 15.00 feet East of the Northwest corner of said Lot 6;
4. Thence West along the North lines of Lots 6 and 7, 267.11 feet to the point of beginning.

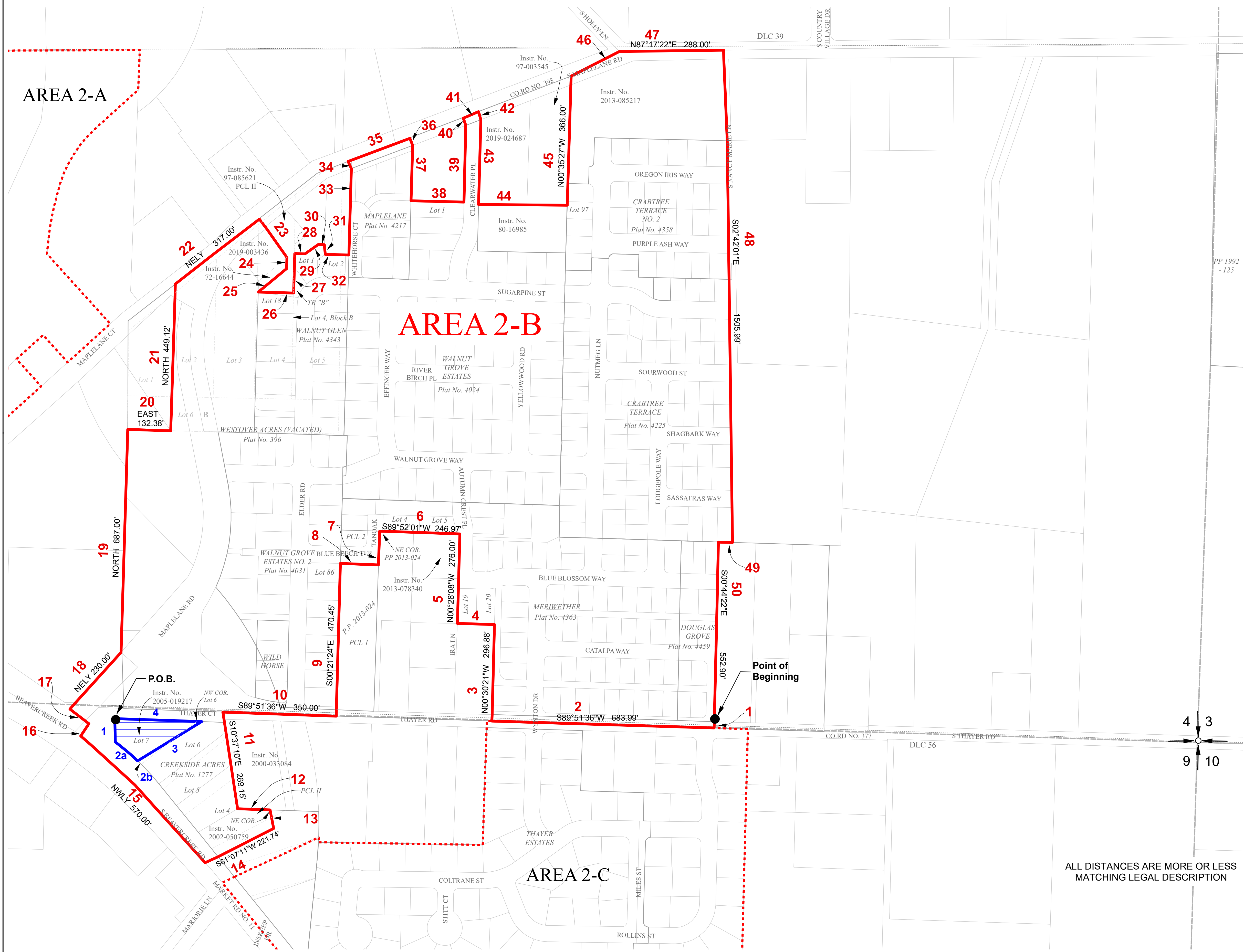
. (3-2E-09AB-01900)

AREA 2-B

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 2-B.2

THOSE PORTIONS OF LAND LYING IN SECTION 04 AND THOSE PORTIONS LYING IN THE NORTH HALF OF SECTION 09, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LINE TABLE		
COURSE NO.	BEARING	DISTANCE
1	S00°08'24"E	20.00'
4	S89°52'01"W	113.81'
7	S00°27'24"E	102.10'
8	S89°39'27"W	117.58'
12	EAST	100.00'
13	SELY	58.66'
16	NELY	30.00'
17	NWLY	80.00'
23	S40°13'E	145.00'
24	SOUTH	35.00'
25	S49°42'W	108.00'
26	N89°37'10"E	109.41'
27	N00°24'08"W	121.28'
28	N89°33'15"E	31.24'
29	N52°41'43"E	50.01'
30	N89°33'15"E	18.70'
31	S07°46'26"E	30.25'
32	N89°33'15"E	73.04'
33	N00°22'52"W	262.00'
34	N32°43'01"W	30.00'
35	N67°16'59"E	201.24'
36	S32°43'01"E	30.00'
37	S00°26'24"E	170.66'
38	N89°24'58"E	162.79'
39	N00°35'02"W	236.07'
40	N22°36'46"W	30.00'
41	N67°23'14"E	48.54'
42	S22°36'46"E	30.00'
43	S00°35'02"E	256.12'
44	N89°02'00"E	271.55'
46	N67°22'10"E	196.00'
49	S89°51'20"W	43.48'

EXCEPT-LINE TABLE		
COURSE NO.	BEARING	DISTANCE
1	S02°48'58"E	71.89'
2a	S48°09'15"E	90.34'
2b	N48°09'15"W	15.00'
3	NELY	15.00'
4	WEST	267.11'

LEGEND

Withdrawal Boundary Area 2-B

To Remain CRW District Boundary

Surrounding Withdrawal Boundary Areas

2-C

2-A

PLSS Section Line

Subdivisions

Parcel Boundary

Donation Land Claims

1

Legal Description Course Number

N

S

E

W

NOT TO SCALE

PREPARED FOR

CITY OF OREGON CITY

PREPARED BY

CLACKAMAS RIVER WATER

JOB NO.: 5011-0512

DATE:

DRAWN BY: BAJ

CHECKED BY: PHR

APPROVED BY: AMB

REVISION: 7/13/21

REVISION: 8/9/21

Page 220

EXHIBIT 2-C.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 7-08-2021

A parcel of land in Section 9, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Northeast corner of THAYER ESTATES NO. 2, Plat No. 3171, a duly recorded subdivision in Clackamas County, said point also being on the Southerly right-of-way line of Thayer Road, County Road No. 377;

1. Thence South 1° 28' 00" West along the Easterly line of said THAYER ESTATES NO. 2, the Westerly line of that tract of land conveyed to Stephen Alexander Riehl in Instrument No. 2017-000664, Clackamas County Deed Records, and the Westerly line of that tract of land conveyed to The James and Twyla Dunlap Trust in Instrument No. 2014-032066, Clackamas County Deed Records, 728.35 feet to the Southeast corner of said THAYER ESTATES NO. 2;
2. Thence South 00° 26' 25" East along the Westerly line of said 2014-032066 tract, 255.02 feet to the Southwest corner thereof and the most Northerly Northwest corner of that tract of land conveyed to Beaver Creek Structures LLC in Instrument No. 2020-109377, Clackamas County Deed Records;
3. Thence North 89° 57' 50" East along the North line of said 2020-109377 tract, 748.14 feet to the Northeast corner thereof;
4. Thence South along the East line of said 2020-109377 tract and the East line of that tract of land conveyed to Terry W. Emmert in Instrument No. 2006-063192, Clackamas County Deed Records, and the Southerly extension thereof, 1658.3 feet to the centerline of John Loder Road, County Road No. 877;
5. Thence West along the centerline of said John Loder Road, 480.8 feet to centerline of Beaver Creek Road, Market Road No. 11;
6. Thence Northwesterly along the centerline of said Beaver Creek Road, 1553.25 feet to the Easterly extension of the South line of that tract of land conveyed as Parcel I to the CLACKAMAS COUNTY AREA EDUCATION DISTRICT, aka Clackamas Community College of Clackamas County, Oregon in Instrument No. 90-06405, Clackamas County Deed Records, and a point on the South line of the Washington Williams DLC No. 56;
7. Thence West along said extension and the South line of said 90-06405 tract and said South line of the Washington Williams DLC, 643.0 feet, more or less, to the Southwest corner of said 90-06405 tract;

8. Thence North 4° 54' East along the West line of said 90-06405 tract, 166.8 feet, to the Northwest thereof;
9. Thence East along the North line of said 90-06405 tract, 341.65 feet, to the most Westerly corner of that tract of land conveyed as Parcel II in said 90-06405 tract;
10. Thence Northeasterly along the Northwesterly line of said Parcel II, 81.42 feet, more or less, to the most Northerly corner of said Parcel II and a point on the Southwesterly right-of-way line of said Beaver Creek Road;
11. Thence Easterly across said Beaver Creek Road, 90 feet, more or less, to the most Westerly corner of that tract of land conveyed as Parcel B to Flatcat LLC in Instrument No. 2006-055907, Clackamas County Deed Records, and the Southwest corner of that tract of land conveyed to Andy Barney in Instrument No. 2015-069569, Clackamas County Deed Records;
12. Thence North 89° 00' East along the Southerly line of said 2015-069569 tract, 350 feet, more or less, to the Southeast corner thereof;
13. Thence North 00° 24' West along the East line of said 2015-069569 tract, 100.00 feet to the Northeast corner thereof;
14. Thence South 89° 00' West along the North line of said 2015-069569 tract and the Westerly extension thereof, 477.30 feet to the centerline of said Beaver Creek Road;
15. Thence Northwesterly along said centerline, 885 feet, more or less, to a point on the Southwesterly extension of Northwesterly line of that tract of land conveyed to Audra Nicole Hodges in Instrument No. 2014-032153, Clackamas County Deed Records;
16. Thence North 62° 07' 05" East along said Southwesterly extension and said Northwesterly line of said 2014-032153 tract, 286.61 feet, more or less, to the most Northerly corner of Lot 2, CREEKSIDE ACRES, Plat No. 1277, a duly recorded subdivision in Clackamas County;
17. Thence Southerly along the Easterly line of said Lot 2, 13.40 feet to the Northwest corner of Lot 12, THAYER ESTATES, Plat No. 3169, a duly recorded subdivision in Clackamas County;
18. Thence South 89° 04' 46" East along the North line of Lots 12 through 7 of said THAYER ESTATES, 505.26 feet to the Northeast corner of said Lot 7 and the Southwest corner of Lot 4 of said THAYER ESTATES;

19. Thence North $1^{\circ} 54' 41''$ East along the West line of Lot 4 through 1 of said THAYER ESTATES and the Northerly extension thereof, 381.28 feet, to the centerline of the aforementioned Thayer Road;
20. Thence South $88^{\circ} 11' 01''$ East along said centerline, 803.57 feet to a point on the Northerly extension of the Easterly line of the aforementioned THAYER ESTATES NO. 2;
21. Thence South $1^{\circ} 28' 00''$ West along said extension, 20.00 feet to the point of beginning.

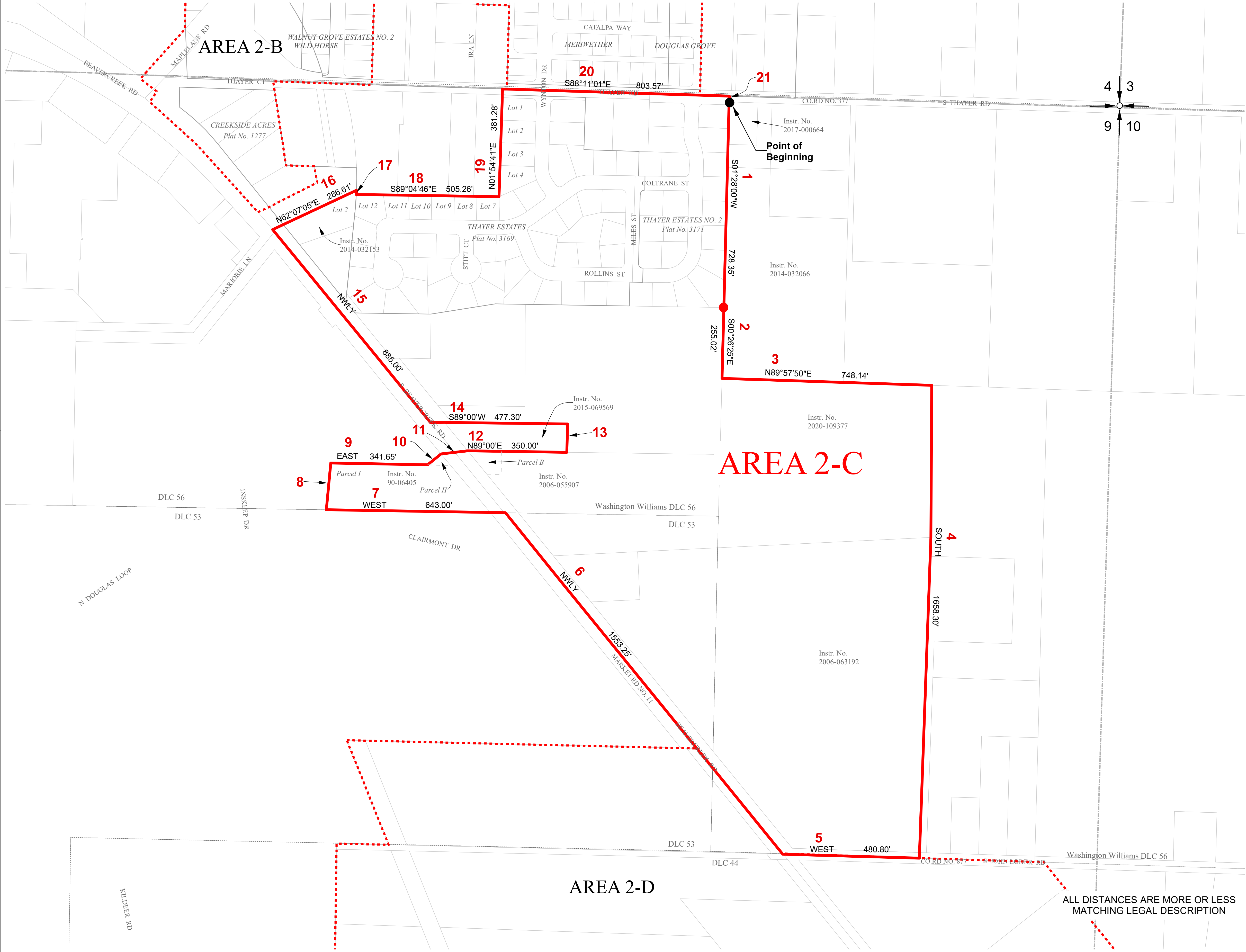
AREA 2-C

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 2-C.2

Ordinance No. 21-1013

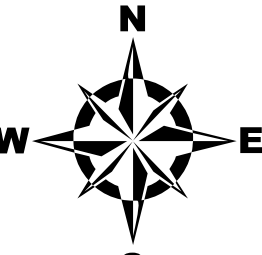
THOSE PORTIONS OF LAND LYING IN SECTION 09 TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

LINE TABLE		
COURSE NO.	BEARING	DISTANCE
8	N04°54'E	166.80'
10	NELY	81.42'
11	ELY	90.00'
13	N00°24'W	100.00'
17	SLY	13.40'
21	S01°28'00"W	20.00'



LEGEND

- Withdrawal Boundary Area 2-C
- Subdivisions
- Surrounding Withdrawal Boundary Areas
 - 2-A
 - 2-B
 - 2-D
- Parcel Boundary
- Donation Land Claims
- 1 Legal Description Course Number
- PLSS Section Line



NOT TO SCALE




PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 7/9/21
DATE:	
DRAWN BY: BAJ	REVISION: 9/17/21
CHECKED BY: PHR	
APPROVED BY: AMB	

ALL DISTANCES ARE MORE OR LESS
MATCHING LEGAL DESCRIPTION

**EXHIBIT 2-D.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL**

A parcel of land in Sections 9 and 10, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Section corner common the Sections 9, 10, 15, and 16, of said Township and Range, said point also being on the centerline of Glen Oak Road, County Road No. 881;

1. Thence Westerly along the Section line between said Sections 9 and 16, 3525.5 feet, more or less, to a point on the Easterly line of that tract of land conveyed to Oregon City Pediatric Building, LLC in Instrument No. 2001-060283, Clackamas County Deed Records;
2. Thence North along said East line, 200 feet, more or less, to the Northeast corner thereof;
3. Thence North 89° 14' West along the North line of said 2001-060283 tract, 221.3 feet to an angle point in said 2001-060283 tract;
4. Thence South 28° 00' West continuing along the Northerly line of said 2001-060283 tract, 60.07 feet to another angle point in said 2001-060283 tract Northerly line;
5. Thence South 74° 46' West continuing along said Northerly line, 153.72 feet to a point on the Northeasterly right-of-way line of Molalla Avenue, State Hwy 213;
6. Thence North 29° 29' West along said Northeasterly right-of-way line of Molalla Avenue, 227.80 feet to an angle point in said right-of-way line;
7. Thence Northwesterly along said Molalla Avenue right-of-way line, 275 feet, more or less, to the centerline of Caufield Creek;
8. Thence Easterly and Southerly along the centerline of said Caufield Creek, 470 feet, more or less, to the Northwest corner of that tract of land conveyed to Ronald R. Saunders, Trustee of the Ronald R. Saunders PS/MPP Plan and Trust, u/d/t January 1, 1993 in Instrument No. 2005-107640, Clackamas County Deed Records;
9. Thence North 87° 17' 00" East along the Northerly line of said 2005-107640 tract, 331.50 feet to the Northeast corner thereof, said point also being the Southeast corner of that tract of land conveyed to Kathleen Ann Berge, Trustee of the Kathleen Ann Berge Revocable Living Trust in Instrument No.

2015-056847, Clackamas County Deed Records and a point on the most Westerly East line of the Robert Caufield DLC No. 53, and a point on the West line of Partition Plat No. 2021-003, a duly recorded Plat in Clackamas County;

10. Thence Northerly along said DLC line, 1255 feet, more or less, to the Northwest corner of said Partition Plat No. 2021-003;
11. Thence Easterly along the Northerly line of said Partition Plat 2021-003 and the Northerly line of that tract of land conveyed to Oregon City School District in Instrument No. 2012-080636, Clackamas County Deed Records, 937.85 feet, more or less, to the Southwest corner of that tract of land conveyed to Oregon City School District No. 62 in Instrument No. 91-52218, Clackamas County Deed Records and a point on the one-quarter section line of Section 9, T. 3 S., R. 2 E., of the W.M.;
12. Thence Northerly along said one-quarter section line, 920.04 feet to a point on the Northerly line of the Andrew Hood DLC No. 44;
13. Thence Easterly along said DLC line, 160 feet, more or less, to Southwest corner of that tract of land conveyed to Teske Properties, LLC in Instrument No. 2014-008046, Clackamas County Deed Records and a point on the Westerly line of the Willamette Valley Southern Railroad - Abandoned;
14. Thence Northerly along the Westerly line of said 2014-008046 tract, 365 feet, more or less, to the Northwest corner thereof;
15. Thence Easterly along the Northerly line of said 2014-008046 tract and the Northerly line of that tract of land conveyed to Teske Properties, LLC in Instrument No. 99-001806, Clackamas County Deed Records and the Easterly extension thereof, 1285 feet, more or less, to the centerline of Beaver Creek Road, Market Road 11;
16. Thence Southeasterly along the centerline of said Beaver Creek Road, 425 feet, more or less, to the Westerly extension of the centerline of Loder Road, County Road No. 877;
17. Thence Easterly along the centerline of said Loder Road, 923 feet, more or less, to a point on the Northwesterly extension of the Northeasterly line of that tract of land conveyed to Hall Southworth Properties, LLC as Parcel 2 in Instrument No. 2017-079251, Clackamas County Deed Records;
18. Thence South 40° 45' East along said extension and the Northeasterly line of said 2017-079251 tract, 442 feet, more or less, to the most easterly corner thereof;

19. Thence South $49^{\circ} 55'$ West along the Southeasterly line of said 2017-079251 tract, 670 feet to the most Southerly corner thereof, said point also being on the Northeasterly right-of-way line of said Beaver Creek Road;
20. Thence Southeasterly along said Northeasterly right-of-way line of said Beaver Creek Road, 2376 feet, more or less, to a point on the Easterly extension of the centerline of the aforementioned Glen Oak Road, said point also being on the Section Line common to Sections 10 and 15 of the aforementioned Township and Range;
21. Thence Westerly along said extension, the centerline of said Glen Oak Road and said Section line, 1130 feet, more or less, to the point of beginning.

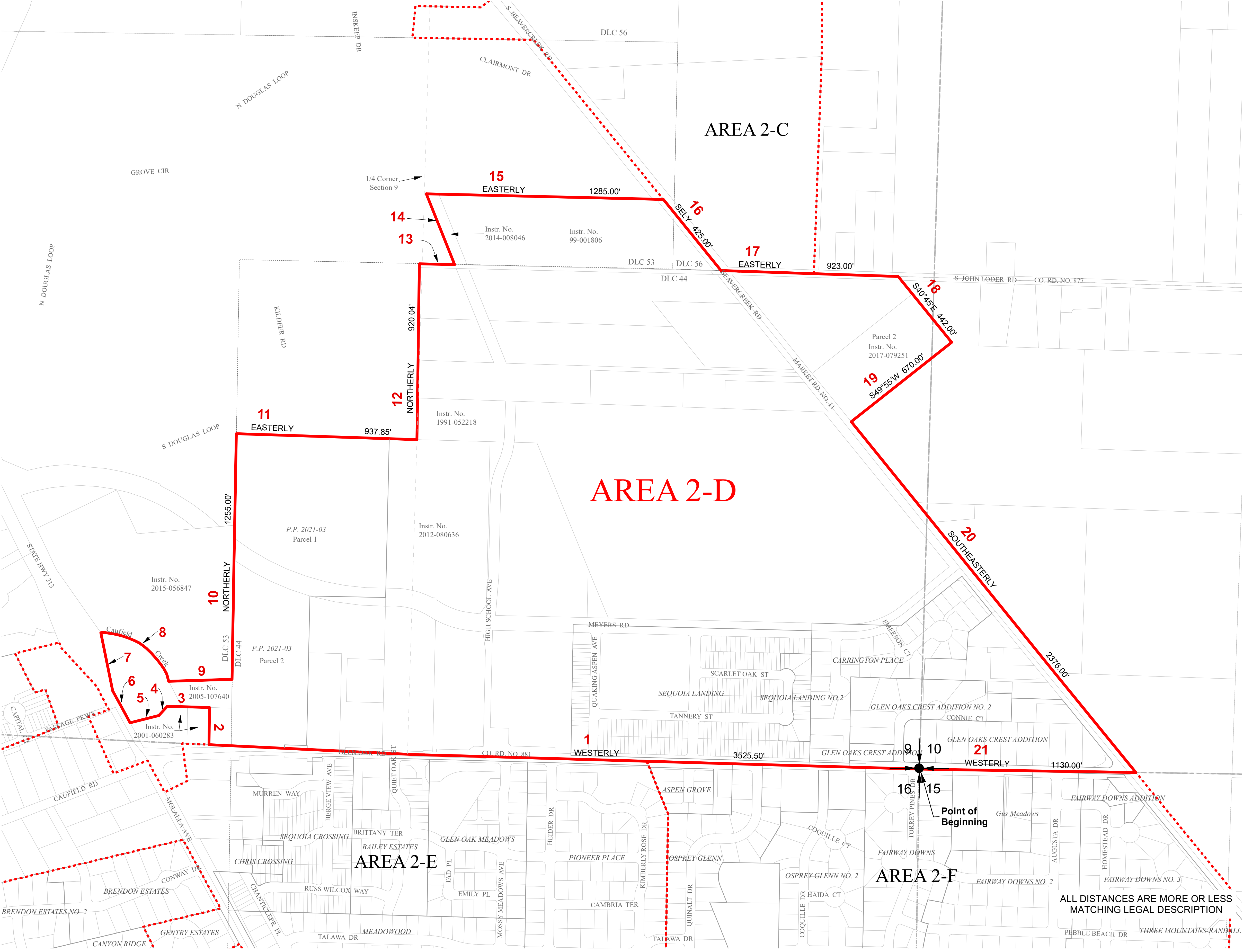
AREA 2-D

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 2-D.2

Ordinance No. 21-1013

THOSE PORTIONS OF LAND LYING IN SECTION 09 AND 10, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

LINE TABLE		
COURSE NO.	BEARING	DISTANCE
2	NORTH	200.00'
3	N89°14'W	221.30'
4	S28°00'W	60.07'
5	S74°46'W	153.72'
6	N29°29'W	227.80'
7	NWLY	275.00'
8	ELY & SLY	470.00'
9	N87°17'00"E	331.50'
13	ELY	160.00'
14	NLY	365.00'



LEGEND

Withdrawal Boundary Area 2-D

Surrounding Withdrawal Boundary Areas

2-C

2-E

2-F

PLSS Section Line

Subdivisions

Parcel Boundary

Donation Land Claims

1 Legal Description Course Number

NOT TO SCALE

PREPARED FOR
CITY OF OREGON CITY

PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 7/26/21
DATE:	
DRAWN BY: BAJ	REVISION:
CHECKED BY: PHR	
APPROVED BY: AMB	

EXHIBIT 2-E.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL
 REVISED 4-5-2022

A parcel of land in Sections 8, 9, 16 and 17, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Northeasterly corner of BRENDON ESTATES, Plat No. 3072, a duly recorded subdivision in Clackamas County, said point also being on the Westerly right-of-way line of Molalla Avenue (State Hwy 213);

1. Thence South 28° 33' 14" East along the Easterly line of said BRENDON ESTATES and the Westerly right-of-way line of said Molalla Avenue, 409.95 feet to the Southeasterly corner of said BRENDON ESTATES and the Northeasterly corner of GENTRY ESTATES, Plat No. 3885, a duly recorded subdivision in Clackamas County;
2. Thence South 76° 43' 58" West along the Northerly line of said GENTRY ESTATES, 414.87 feet to the Northwesterly corner thereof;
3. Thence South 26° 31' 00" East along the Westerly line of said GENTRY ESTATES, 310.08 feet to the Southwesterly corner thereof and a point on the Northerly right-of-way line of said Canyon Ridge Drive, County Road No. 3370;
4. Thence North 62° 45' 39" East along the Southerly line of said GENTRY ESTATES and the Northerly right-of-way line of said Canyon Ridge Drive, 410.98 feet to the Southeasterly corner of said GENTRY ESTATES and a point on the Westerly right-of-way of said Molalla Avenue;
5. Thence Southeasterly along the Westerly right-of-way line of said Molalla Avenue, 188.07 feet, more or less, to the most Northerly corner of Lot 8, KINSLIE HEIGHTS, Plat No. 4382, a duly recorded subdivision in Clackamas County;
6. Thence South 62° 51' 26" West along the Northerly line of said Lot 8 and the Southwesterly extension thereof, 166.42 feet to the most Easterly corner of Lot 9 of said KINSLIE HEIGHTS;
7. Thence North 27° 08' 25" West along the Easterly line of Lots 9 and 10 of said KINSLIE HEIGHTS, 124.79 feet, to a point on the Southerly right-of-way line of Canyon Ridge Drive as originally dedicated in CANYON RIDGE, Plat No. 2475, a duly recorded subdivision in Clackamas County, said point also being on the South line of Parcel B of said CANYON RIDGE;

8. Thence Southwesterly along the Southerly right-of-way line of said Canyon Ridge Drive and the Southerly line of said Parcel B, 238.67 feet to a point on the Westerly line Lot 1 of said KINSLIE HEIGHTS;
9. Thence South 26° 32' 10" East along the Westerly line of said KINSLIE HEIGHTS, 215.86 feet to the Southwest corner thereof;
10. Thence North 76° 41' 26" East along the Southerly line of said KINSLIE HEIGHTS, 419.76 feet to the Southeast corner of that tract of land conveyed to Sylvia C. Kraljev as Parcel II in Instrument No. 92-01830, Clackamas County Deed Records, and a point on the Southwesterly right-of-way line of State Highway No. 213 as it existed in 1992;
11. Thence Southeasterly along the said Southwesterly right-of-way line, 495 feet, more or less, to a point on the Westerly extension of the Southerly line of EDMONT ESTATES, Plat No. 4248, a duly recorded subdivision in Clackamas County, said Southerly line is also the Southerly line of Partition Plat No. 1991-173, a duly recorded Plat in Clackamas County;
12. Thence South 89° 24' 27" East along said extension, said Southerly line of EDMONT ESTATES, and the Southerly line of Partition Plat No. 1991-173, 470 feet, more or less, to the Southeast corner of Lot 9 of said EDMONT ESTATES, said point also being a point that is 66.10 feet Easterly from the Southeast corner of Parcel 5 of said Partition Plat No. 1991-173;
13. Thence North 00° 19' 25" East along the Easterly line of Lots 9, 8, 7, and 6 of said EDMONT ESTATES, said line also being a line parallel with the East line of said Parcel 5, also being the West line of Parcel 4 of said Partition Plat No. 1991-173, 282.34 feet to the Northeast corner of said Lot 6 and a point that is 22.00 feet, when measured at right angles from the North line of the Westerly portion of said Parcel 4;
14. Thence North 89° 40' 35" West along the North line of said EDMONT ESTATES, said line is also parallel with and 22.00 feet, when measured at right angles, from said North line of said Parcel 4 and 10.00 feet, when measured at right angles, from the North line of said Parcel 5, 395.20 feet to and angle point in the North line of Lot 3 of said EDMONT ESTATES and a point 10.00 feet distant Southeasterly from, when measured at right angles, the Northwesterly line of said Parcel 5;
15. Thence South 57° 30' 34" West along the Northwesterly line of said Lot 3 and the Northwesterly line of Tract A of said EDMONT ESTATES and parallel with and 10.00 feet distant from the Northwesterly line of said Parcel 5, 92.91 feet to an angle point in said Tract 1;

16. Thence South 41° 30' 14" West along the Northwesterly line of said Tract A and the Southwesterly extension thereof, 54.11 feet to a point on the Northeasterly right-of-way line of said State Highway No. 213 as it existed in 1994;
17. Thence North 27° 45' 47" West along said Northeasterly right-of-way line of State Highway No. 213, 151.00 feet to the most Westerly corner of Partition Plat 1990-119, a duly recorded plat in Clackamas County, and the Southwest corner of Parcel 2 of Partition Plat No. 1998-008, a duly recorded plat in Clackamas County;
18. Thence South 89° 40' 35" East along the Northerly line of the 10-foot access strip to Parcel 2 of said Partition Plat 1990-119 and the Southerly line of said Partition Plat No. 1998-008, 1180.44 feet to the main body of said Parcel 2 and the Southeast corner of said Parcel 2 of Partition Plat No. 1998-008;
19. Thence North 00° 31' 29" West along the Westerly line of the body of said Parcel 2, Partition Plat No. 1990-119, and the Easterly line of said Parcel 2 of Partition Plat No. 1998-008, 336.10 feet to the Northeast corner thereof, and the Northwest corner of said Parcel 2, Partition Plat No. 1990-119, said point also being the Southwest corner of PIONEER PLACE, Plat No. 3397, a duly recorded subdivision in Clackamas County;
20. Thence South 89° 40' 35" East along the Northerly line of Parcels 2 and 3 of said Partition Plat 1990-119 and the Southerly line of said PIONEER PLACE, 737.65 feet to the Northeast corner of said Parcel 3, the Southeast corner of said PIONEER PLACE, and a point on the Westerly line of OSPREY GLENN, Plat No. 3244, a duly recorded subdivision in Clackamas County;
21. Thence North 00° 53' 00" West along the Westerly line of said OSPREY GLENN and the Easterly line of said PIONEER PLACE, 866.73 feet to an angle point in the Westerly line of Tract C of said OSPREY GLENN and the Northeast corner of Lot 5 of said PIONEER PLACE;
22. Thence North 21° 58' 50" West along the Westerly line of said Tract C, the Easterly line of said PIONEER PLACE, and the Westerly line of ASPEN GROVE, Plat No. 4263, a duly recorded subdivision in Clackamas County and the Northwesterly extension thereof, 296 feet, more or less, to the centerline of Glen Oak Road, County Road No. 881, and the Section line between the afore mentioned Sections 9 and 16;
23. Thence Westerly along said Section line, 2419 feet, more or less, to a point on the Northerly extension of the Easterly line of that tract of land conveyed to W. Michael Moll in Instrument No. 2005-043970, Clackamas County Deed Records;

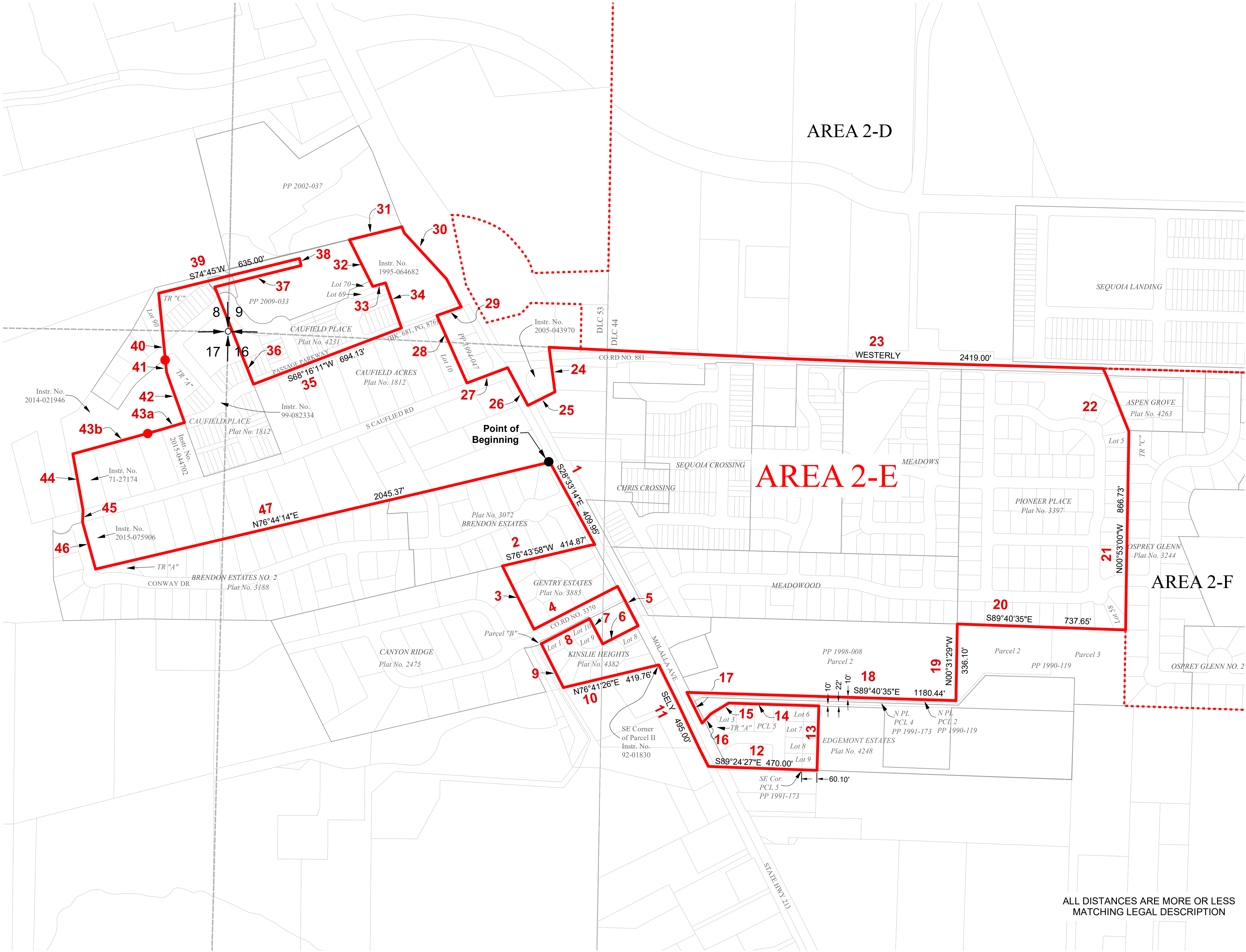
24. Thence South 5° 05' 04" East along said extension and the Easterly line of said 2005-043970 tract, 165 feet, more or less, to the Southeast corner thereof;
25. Thence South 60° 38' 00" West along the Southeasterly line of said 2005-043970 tract, 134.72 feet, more or less, to the centerline of State Highway No. 213;
26. Thence Northwesterly along said centerline, 200 feet, more or less, to a point on the Northeasterly extension of the Southeasterly line of Partition Plat No. 1994-047, a duly recorded Plat in Clackamas County;
27. Thence South 68° 17' West along said extension and the Southeasterly line of Partition Plat 1994-047, 180 feet, more or less, to the most Southerly corner thereof, said point also being the most Easterly corner of Lot 10, CAUFIELD ACRES, Plat No. 1812, a duly recorded subdivision in Clackamas County;
28. Thence North 24° 31' 28" West along the Westerly line of said Partition Plat and the Easterly line of said CAUFIELD ACRES, 312.55 feet, to the most Westerly corner of said Partition Plat and a point on the South line of a Public Road dedicated in Book 681, Page 876, Clackamas County Deed Records;
29. Thence North 68° 14' 50" East along the Northwesterly line of said Partition Plat, 117.54 feet to the most Northerly corner thereof and a point on the Westerly right-of-way line of State Highway No. 213;
30. Thence Northwesterly along the Westerly right-of-way line of said State Highway No. 213, 450 feet, more or less, to the most Northerly corner of that tract of land conveyed to Daniel G. Tooze in Instrument No. 95-064682, Clackamas County Deed Records and the most Easterly corner of Partition Plat 2002-037, a duly recorded Plat in Clackamas County;
31. Thence South 75° 13' 55" West along the Southerly line of said Partition Plat 2002-037 and the Northwesterly line of said 95-064682 tract, 236 feet, more or less, to the most Westerly corner thereof and the most Northerly corner of Partition Plat 2009-033, a duly recorded Plat in Clackamas County;
32. Thence South 27° 41' 03" East along the Northeasterly line of said Partition Plat 2009-033, the most Westerly Southwesterly line of said 95-064682 tract, and the Northeasterly line of Lot 70, CAUFIELD PLACE, Plat No. 4231, a duly recorded subdivision in Clackamas County, 229.05 feet to the Southeast corner of said Lot 70;
33. Thence North 73° 20' 57" East along the most Easterly Northerly line of Lot 69 of said CAUFIELD PLACE, 57.69 feet to the Northeast corner thereof;

34. Thence South 20° 17' 32" East along the most Southerly Easterly line of said CAUFIELD PLACE, 200.35 feet to the most Easterly corner thereof;
35. Thence South 68° 16' 11" West along the most Easterly Southerly line of said CAUFIELD PLACE, 694.13 feet to the most Southerly Easterly line of said CAUFIELD PLACE and a point on the Northerly extension of the Westerly line of CAUFIELD ACRES, said point also being on the most Westerly East line of a tract of land conveyed to Sandra J. Labahn in Instrument No. 99-082334, Clackamas County Deed Records;
36. Thence North 22° 39' West along said East line, passing through an iron pipe, 434 feet, more or less, to a point 3 feet Northwesterly from said iron pipe, said point being the West end of the most Easterly South line of said 99-082334 tract;
37. Thence North 74° 45' East along said most Easterly South line, 410 feet, more or less, to the most Easterly corner of said 99-082334 tract;
38. Thence Northerly along the most Easterly line of said 99-082334 tract, 30 feet, more or less, to the Northeast corner of said tract;
39. Thence South 74° 45' West along the North line of said 99-082334 tract, 635 feet, more or less, to a point on the East line of Lot 90 and the West line of Tract C, CAUFIELD PLACE;
40. Thence South 06° 40' 00" East along said East line and the extension thereof, 289 feet, more or less, to a point on the Southeasterly line of Traveler Road and the Northwest corner of Tract A, CAUFIELD PLACE,
41. Thence continuing South 06° 40' 00" East along the most Northerly Westerly line of said Tract A, 62.30 feet to an angle point in said Westerly line;
42. Thence South 20° 40' 17" East along the most Southerly Westerly line of said Tract A and the Southerly extension thereof, 234.66 feet to the centerline of Passage Parkway and the most Northerly corner of that tract of land conveyed to Jason Hamasu and Francesca Hamasu in Instrument No. 2015-044702, Clackamas County Deed Records, and the most Easterly corner of that tract of land conveyed to Shawn P. Dachtler and Daisy D. Dachtler in Instrument No. 2014-021946, Clackamas County Deed Records;
43. Thence South 72° 20' 06" West, 166.28 feet and South 73° 42' 06" West, 349.33 feet along the most Easterly Southeast line of said 2014-021946 tract to the most Westerly corner of that tract of land conveyed to Edwin Harold Turpin and Judith I. Turpin in Instrument No. 71-27174, Clackamas County Deed Records;

44. Thence South $12^{\circ} 30' 53''$ East along the Westerly line of 71-27174 tract, 249.82 feet to the most Southerly corner thereof and a point on the Northerly right-of-way line of S. Caufield Road;
45. Thence Southerly across said Caufield Road, 52 feet, more or less, to the most Westerly corner of that tract of land conveyed to Denzil P. McNiece and Lois L. McNiece in Instrument No. 2015-075906, Clackamas County Deed Records, and a point on the Easterly right-of-way line of Conway Drive;
46. Thence South $15^{\circ} 19' 43''$ East along the Westerly line of said 2015-075906 tract and the Easterly right-of-way line of said Conway Drive, 213.88 feet to the most Southerly corner of said 2015-075906 tract and the most Westerly corner of Tract A, BRENDON ESTATES NO. 2, Plat No. 3188, a duly recorded in Clackamas County;
47. Thence North $76^{\circ} 44' 14''$ East along the Northerly lines of said BRENDON ESTATES NO. 2 and the aforementioned BRENDON ESTATES, 2045.37 feet to the point of beginning.

THOSE PORTIONS OF LAND LYING IN SECTION 08 AND THOSE PORTIONS LYING IN SECTION 09 AND THOSE PORTIONS LYING IN SECTION 16 AND THOSE PORTIONS LYING IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LINE TABLE		
COURSE NO.	BEARING	DISTANCE
3	S26°31'00"E	310.08'
4	N62°45'39"E	410.98'
5	SELY	188.07'
6	S62°51'26"W	166.42'
7	N27°08'25"W	124.79'
8	SWLY	238.67'
9	S26°32'10"E	215.86'
13	N00°19'25"E	282.34'
14	N89°40'35"W	395.20'
15	S57°30'34"W	92.91'
16	S41°30'14"W	54.11'
17	N27°45'47"W	151.00'
22	N21°58'50"W	296.00'
24	S05°05'04"E	165.00'
25	S60°38'00"W	134.72'
26	NWLY	200.00'
27	S68°17'W	180.00'
28	N24°31'28"W	312.55'
29	N68°14'50"E	117.54'
30	NWLY	450.00'
31	S75°13'55"W	236.00'
32	S27°41'03"E	229.05'
33	N73°20'57"E	57.69'
34	S20°17'32"E	200.35'
36	N22°39'W	434.00'
37	N74°45'E	410.00'
38	NLY	30.00'
40	S06°40'00"E	289.00'
41	S06°40'00"E	62.30'
42	S20°40'17"E	234.66'
43a	S72°20'06"W	166.28'
43b	S73°42'06"W	349.33'
44	S12°30'53"E	249.82'
45	SLY	52.00'
46	S15°19'43"E	213.88'

LEGEND

Withdrawal Boundary Area 2-E

Subdivisions

Surrounding Withdrawal Boundary Areas

2-D

2-F

PLSS Section Line

1 Legal Description Course Number

N PL North Property Line



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

ALL DISTANCES ARE MORE OR LESS
MATCHING LEGAL DESCRIPTION

JOB NO.: 5011-0512	REVISION: 10/13/21
DATE:	
DRAWN BY: BAJ	REVISION: 10/15/21
CHECKED BY: PHR	
APPROVED BY: AMB	REVISION: 4/5/22

EXHIBIT 2-F.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL

A parcel of land in Sections 15 and 16, Township 3 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Section corner common the Sections 9, 10, 15, and 16, of said Township and Range, said point also being on the centerline of Glen Oak Road, County Road No. 881;

1. Thence Westerly along the Section line between said Sections 9 and 16, 1429 feet, more or less, to a point on the Northerly extension of the Westerly line of ASPEN GROVE, Plat No. 4263, a duly recorded subdivision in Clackamas County;
2. Thence South 21° 58' 50" East along said extension and said Westerly line and the Easterly line of PIONEER PLACE, Plat No. 3397, a duly recorded subdivision in Clackamas County, 294.56 feet, more or less, to the Northeast corner of Lot 5 of said PIONEER PLACE and a point on the West line of Tract C of OSPREY GLENN, Plat No. 3244, a duly recorded subdivision in Clackamas County;
3. Thence South 00° 53' 00" East along the West line of said OSPREY GLENN, 1202.80 feet to Southwest corner thereof;
4. Thence South 89° 56' 00" East along the South line of said OSPREY GLENN, 293.90 feet to Southeast corner of Lot 21 of said OSPREY GLENN and the Southwest corner of Lot 54, OSPREY GLENN NO. 2, Plat No. 3354, a duly recorded subdivision in Clackamas County;
5. Thence North 89° 45' 00" East along the South line of said OSPREY GLENN NO. 2, 294.43 feet to the Southeast corner of Lot 57 thereof;
6. Thence Easterly, 20 feet, more or less, to the Southwest corner of Lot 58 of said OSPREY GLENN NO. 2;
7. Thence South 89° 42' 01" East along the South line of said OSPREY GLENN NO. 2, 420.57 feet to the Southeast corner thereof and the Southwest corner of FAIRWAY DOWNS, Plat No. 3161, a duly recorded subdivision in Clackamas County;
8. Thence South 88° 05' 58" East along the South line of said FAIRWAY DOWNS, 283.85 feet to the Southeast corner thereof and a point on the West line of Lot 205, FAIRWAY DOWNS NO. 4, Plat No. 3511, a duly recorded subdivision in Clackamas County;

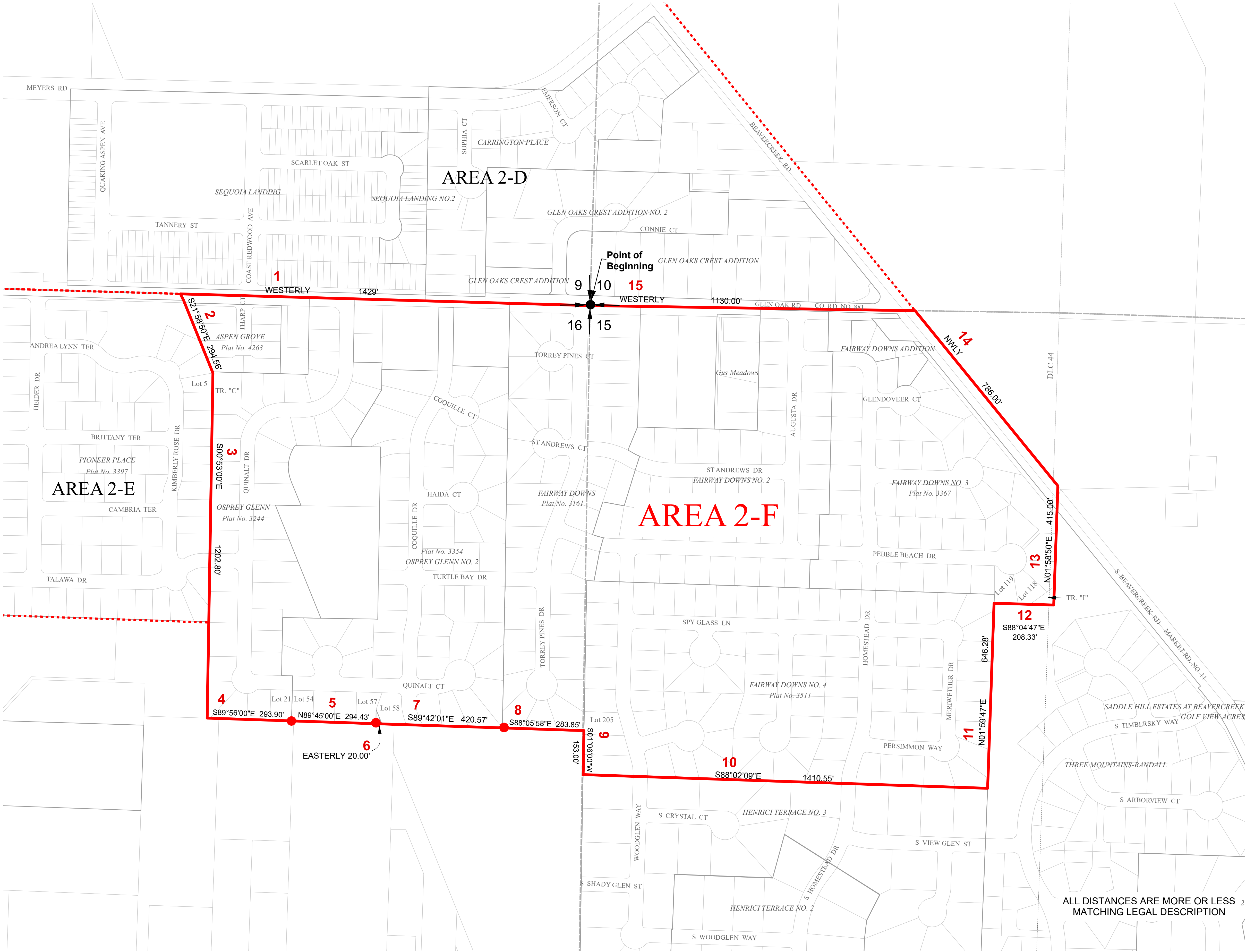
9. Thence South $01^{\circ} 06' 00''$ West along the West line of said FAIRWAY DOWNS NO. 4, 153 feet, more or less, to the Southwest corner thereof;
10. Thence South $88^{\circ} 02' 09''$ East along the South line of said FAIRWAY DOWNS NO. 4, 1410.55 feet to the Southeast corner thereof;
11. Thence North $01^{\circ} 59' 47''$ East along the East line of said FAIRWAY DOWNS NO. 4, 646.28 feet to the Southwest corner of Lot 119, FAIRWAY DOWNS NO. 3, Plat No. 3367, a duly recorded subdivision in Clackamas County;
12. Thence South $88^{\circ} 04' 47''$ East along the South line of Lots 119, 118, and Tract I of said FAIRWAY DOWNS NO. 3, 208.33 feet to the Southeast corner of said Tract I;
13. Thence North $01^{\circ} 58' 50''$ East along the East line of said FAIRWAY DOWNS NO. 3 and the Northerly extension thereof, 415 feet, more or less, to a point on the Northeasterly right-of-way line of Beavercreek Road, Market Road No. 11;
14. Thence Northwesterly along said Northeasterly right-of-way line, 786 feet, more or less, to a point on the Easterly extension of the centerline of the aforementioned Glen Oak Road, said point also being on the Section Line common to Sections 10 and 15 of the aforementioned Township and Range;
15. Thence Westerly along said extension, the centerline of said Glen Oak Road and said Section line, 1130 feet, more or less, to the point of beginning.

AREA 2-F

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 2-F.2

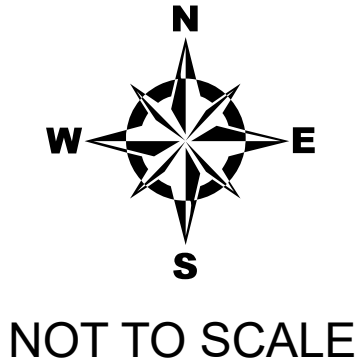
THOSE PORTIONS OF LAND LYING IN SECTION 15 AND THOSE PORTIONS LYING IN SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LEGEND

	Withdrawal Boundary Area 2-F		Subdivisions
	Surrounding Withdrawal Boundary Areas		Parcel Boundary
	2-D		Donation Land Claims
	2-E		Legal Description Course Number
	PLSS Section Line		



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 7/13/21
DATE:	
DRAWN BY: BAJ	REVISION:
CHECKED BY: PHR	
APPROVED BY: AMB	

ALL DISTANCES ARE MORE OR LESS
MATCHING LEGAL DESCRIPTION

EXHIBIT 3-A.1
CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL

A parcel of land in Sections 21 and 28, Township 2 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of SUNNYBROOK RIDGE, Plat No. 4444, a duly recorded subdivision in Clackamas County;

1. Thence North $66^{\circ} 45' 02''$ West along the Southerly line of said SUNNYBROOK RIDGE, 456.85 feet to the Southwest corner thereof;
2. Thence North $00^{\circ} 08' 12''$ West along the Westerly line of said SUNNYBROOK RIDGE, 440.47 feet to the Southeast corner Lot 3 of said SUNNYBROOK RIDGE and a point on the Westerly right-of-way line of Stables Place, a dedicated public road;
3. Thence Easterly across said Stables Place, 60 feet, more or less, to the Northwest corner of Lot 7 and the Southwest corner of Lot 6 of said SUNNYBROOK RIDGE;
4. Thence South $89^{\circ} 08' 31''$ East along the South line of Lots 6 and 13 and the North line of Lots 7 and 12 of said SUNNYBROOK RIDGE and the Easterly extension thereof, 362.09 feet, more or less to a point on the East line of said SUNNYBROOK RIDGE;
5. Thence South $00^{\circ} 00' 52''$ East along said East line of said SUNNYBROOK RIDGE, 612.20 feet to point of beginning;

AREA 3-A

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 3-A.Z

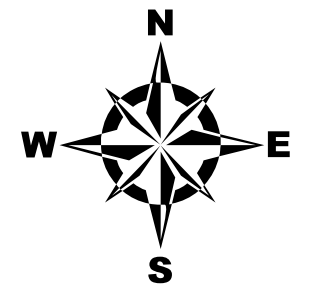
THOSE PORTIONS OF LAND LYING IN SECTION 21 AND THOSE PORTIONS LYING IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LEGEND

- Area**
- Withdrawal Boundary Area 3-A
 - PLSS Section Line
- Subdivisions**
- Parcel Boundary
 - Donation Land Claims
- 1** Legal Description Course Number



NOT TO SCALE



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512
DATE:
DRAWN BY: BAJ
CHECKED BY: PHR
APPROVED BY: AMB

REVISION: 7/22/21
REVISION:



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 8/17/2022
From: Senior Planner Christina Robertson-Gardiner

SUBJECT:

Second Reading of Ordinance 22-1004, Amendments to Chapter 17.04 Definitions and Chapter 17.42 Flood Management Overlay District of the Oregon City Municipal Code (LEG 22-00002)

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the second reading of Ordinance 22-1004 and approve LEG-22-0002.

EXECUTIVE SUMMARY:

The City Commission adopted the first reading of the Ordinance at the August 9, 2022 City Commission special meeting.

At the July 25, 2022 Planning Commission Meeting, the Planning Commission voted 7-0 to forward a recommendation of approval to the City Commission for LEG 22-0002.

The Oregon City Public Works Department requests the adoption of an ordinance to revise Oregon City Municipal Code sections 17.04 and 17.42. The request for code changes is made due to a request from the Federal Emergency Management Agency (FEMA) in conjunction with their Community Rating System (CRS) Program, of which the City is a participant.

BACKGROUND:

The CRS Program, if participated in by a governmental jurisdiction, requires insurance companies to provide floodplain insurance to those properties located within the floodplain at a discount. The program rating ranges from 1 to 10. The City is currently an 8 and hopes to obtain a 6 as part of the 5-year certification. A rating of 8 provides a 10% discount in insurance. A rating of 6 provides a 20% discount on insurance. To receive these discounts, a property must be mapped by FEMA as a

Special Flood Hazard Area (SFHA). Non-SFHA properties which lie in an area designated as B, C, and X where minimal flooding occurs will be eligible for half of the SFHA discount (or 5 and 10%, respectively). Non-SFHA properties can obtain Preferred Risk Policies.

The City is currently undergoing its 5-year review with FEMA to maintain or improve the CRS rating. During the review, FEMA requested additional revisions to the City's floodplain code (OCMC 17.42).

The changes include:

- adding a criterion concerning the construction of 'manufactured homes' within a floodplain, and;
- the application of the floodplain code to 'machinery and equipment'.
- changes to definitions in OCMC 17.04 additional language to clarify how manufactured homes, machinery, and equipment are handled in floodplain zones.

The FEMA reviewer states that the criteria in Oregon City Municipal Code are unclear, even though the city already references these topics/policies in the existing code, and has requested code updates as part of the FEMA program review using FEMA standard language.

The update to the Code is a pre-requisite to remain in the CRS program. If the City is able to improve its rating, an additional reduction in insurance rate will also be realized by property owners with property located within the floodplain.

Lastly, a change in FEMA regulations also will allow CRS enrolled communities to provide an insurance discount to those property owners with properties outside of a mapped Special Flood Hazard Area (SFHA) that wish to obtain flood insurance that meet certain criteria.

Do the proposed code revisions change existing city policy or further restrict what can be built on properties located in the flood overlay district?

The code changes proposed by this application enhance the Code with language that FEMA feels is clearer than the existing language in the Code; however, the City has been implementing the same floodplain standards for several years.

These code changes will not affect the implementation of floodplain regulations or require anything different than what was previously needed.

A property in the floodplain will be required to follow regulations and complete elevation certificates and will be eligible for insurance discounts. These code changes do not further restrict the ability to complete development in the floodplain.

What will occur if the City does not adopt the proposed revisions?

If the City does not approve and implement these code changes, the City will lose its status as a CRS community, and insurance discounts will no longer be available.

OPTIONS:

1. Approve the second reading of Ordinance 22-1004 with the changes to OCMC 17.104 and 17.42 as recommended by the Planning Commission.

ORDINANCE NO. 22-1004

**AN ORDINANCE ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE;
TITLE 17: ZONING OF THE OREGON CITY MUNICIPAL CODE RELATED TO THE
FLOODPLAIN CODE**

WHEREAS, The City of Oregon City Public Works Department is implementing a number of projects which all require various changes to the City Code; and

WHEREAS, the City's Comprehensive Plan anticipates the need for amendments from time to time, in order to maintain a balance of predictability for developers and neighborhood livability for residents;

WHEREAS, the Oregon City Municipal Code contains development standards for private and public development and construction; and

WHEREAS, The proposed code revisions generally address the need for clarifications in the technical development review of properties in the Flood Management Overlay District and to address a request from the Federal Emergency Management Agency (FEMA) as part of Oregon City's Community Rating System (CRS) Program review; and

WHEREAS, the amendments will result in greater transparency within the Oregon City Municipal Code by documenting existing city policy and do not further restrict the ability to complete development in the floodplain; and

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

Section 1. The City hereby amends the portions of the existing Oregon City Municipal Code Title 17: Zoning Of The Oregon City Municipal Code; which are attached hereto as Exhibit A.

Section 2. The Commission adopts the "Staff Report and Recommendation for Legislative File: LEG 22-0002.

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 3rd day of August and the City Commission finally enacted the foregoing Ordinance this 17th day of August 2022.

Denyse C. McGriff
Commission President

Attested to this _____ day of _____ 2022:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Amended Sections of the Oregon City Municipal Code

Oregon City Municipal Code

GLUA 22-0018/LEG 22-00002

Flood Management Overlay District Update

August 3, 2022 City Commission Hearing

Code Amendments Package #1

Ordinance No. 22-1004

OCMC 17.04 Definitions

OCMC 17.42 Flood Management Overlay District

Version: Clean Copy



Chapter 17.04 DEFINITIONS

17.04.005 Generally.

- A. As used in this title, words in the present tense include the future; the singular number includes the plural and the plural number includes the singular; unless the context clearly indicates the contrary, the word "shall" is mandatory and not discretionary; the word "may" is permissive; the masculine gender includes the feminine and neuter; and the term "this title" shall be deemed to include the text of this title and accompanying zoning maps and all amendments hereafter made thereto.
- B. Whenever the following words or terms and their derivatives are used in this title, they shall have the meaning herein ascribed to them, unless the context makes such meaning repugnant thereto.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.010 Accessory building or accessory structure.

"Accessory building" or "accessory structure" means a detached building or structure subordinate in size and use, but located on the same lot as, a principal building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.015 "Accessory dwelling unit" (ADU).

"Accessory dwelling unit" (ADU) means a residential dwelling unit located on the same lot as a single-family dwelling, that is not a recreational vehicle. The habitable living unit provides basic living requirements including permanent cooking and toilet facilities, and may be either attached to the same building as the single-family dwelling unit or in a detached building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.020 Access control.

"Access control" means the regulation of public access rights to and from properties abutting public rights-of-way by the construction of physical barriers or conveyance to the city of a property interest (reserve strip) that prevents access to the public right-of-way.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.025 Accessway.

"Accessway" means any public or private way that is created to provide ingress or egress for persons to one or more lots, parcels, areas, or tracts of land. The term "accessway" includes highway, streets, roads, avenues, alleys, paths, sidewalks or similar designations.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.030 Accessway, pedestrian/bicycle.

"Accessway, pedestrian/bicycle" means any off-street path or way as described in OCMC 16.12, intended primarily for pedestrians or bicycles and which provides direct routes within and from new developments to residential areas, retail and office areas, transit streets and neighborhood activity centers.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.035 Access, vehicular.

"Vehicular access" means an improved roadway, either public or private, providing automobile entrance and/or exit from an approved public street.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.037 After-hours public parking.

"After-hours public parking" means utilization of parking, not within the right-of-way, by the public with or without charge when the associated primary use is not active.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.040 Alley.

"Alley" means a public or private way not more than twenty feet wide that provides access to a property or properties from a side other than the designated front of the property.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.045 Alteration.

"Alteration" means the addition to, removal of or from, or physical modification or repair of, any exterior part or portion of a landmark or structures in an historic or conservation district. In an historic district any physical change shall be considered a form of alteration and shall be treated as such, except repair and maintenance or change of copy.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.050 Amateur radio operator.

"Amateur radio operator" means a ham radio operator, as licensed by the United States Government.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.055 Anadromous fish-bearing stream.

"Anadromous fish-bearing stream" means a stream or portion of a stream which is identified by resolution of the city commission as spawning or rearing habitat for those species of fish which return to rivers from the sea for breeding.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.060 Antenna.

"Antenna" means any pole, panel, rod, reflection disc or similar device used for the transmission or reception of radio frequency signals, including, but not limited to omni-directional antenna (whip), directional antenna (panel), micro cell, and parabolic antenna (dish). The antenna does not include the support structure or tower.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.070 Applicant.

"Applicant" means the party or parties who submit an application seeking development approval through an administrative, quasi-judicial or legislative procedure under OCMC Chapter 16 or 17.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.075 Application.

"Application" means any request for approval of a permit or a legislative amendment to the city's land use regulations, comprehensive plan or related zoning maps.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.080 Approval criteria and approval standards.

"Approval criteria" and "approval standards" means all standards which must be met in order to approve an application. Depending upon the specific application, approval criteria include standards contained in this code, the Oregon City Comprehensive Plan and applicable state law.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.081 Aquifer.

"Aquifer" is a geologic formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield significant quantities of water to wells and springs.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.082 Arborist, certified.

"Certified Arborist" means a professional tree service provider whose certification is regulated and current and maintained with the International Society of Arboriculture (ISA). To use the term "Certified Arborist," an individual must have three years of experience and have passed an ISA certification exam that tests a variety of tree care knowledge.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.083 Arcade, pedestrian.

A covered area contiguous to a street or plaza that is open and unobstructed to a height of not less than ten feet and that provides public access to building entrances, retail space and/or public space. An arcade may include building columns, landscaping, statuary, pools, or fountains as part of the arcade for the purpose of computing area. The term "arcade" shall not include off-street loading areas, driveways, off-street parking areas, or open pedestrian walkways.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.085 Architect.

"Architect" means an architect licensed by the state of Oregon.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.090 Architectural significance.

"Architectural significance" for the purposes of OCMC 17.40 means that the structure or district:

1. Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style;
2. Embodies those distinguishing characteristics of an architectural-type specimen;

3. Is the work of an architect or master builder whose individual work has influenced the development of the city; or
4. Contains elements of architectural design, detail, materials or craftsmanship which represents a significant innovation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.095 Arterial.

"Arterial" means any street so designated in the city's transportation master plan.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.100 Attachment.

"Attachment" means for the purposes of OCMC 17.80, an antenna or other piece of related equipment affixed to a transmission tower, building, light, utility pole, or water tower.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.105 Area of special flood hazard.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.110 Array.

"Array" means the combination of antennas mounted on a support structure or support tower.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.115 Assisted living facility.

"Assisted living facility" means a facility established for profit or nonprofit, which provides nursing care and related medical services on a twenty-four-hour-per-day basis to sixteen or more individuals because of illness, disease, or physical or mental infirmity. Provides care for those persons not in need of hospital care. Patients do not reside in self-contained dwelling units.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.120 Auxiliary support equipment.

"Auxiliary support equipment" means for the purposes of OCMC 17.80 all equipment necessary to provide wireless communication signals and data, including but not limited to, electronic processing devices, air conditioning units, and emergency generators. For the purpose of this chapter, auxiliary support equipment shall also include the shelter, cabinets, and other structural facilities used to house and shelter necessary equipment. Auxiliary support equipment does not include support towers or structures.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.125 Bankfull stage or bankfull flow.

"Bankfull stage" or "bankfull flow" means the stage or elevation of a stream at which water overflows the natural banks of streams or other waters of this state. The bankfull stage or flow may be approximated using either

the two-year recurrence interval flood elevation or one foot measured vertically above the ordinary mean high water line.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.130 Base flood.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the one hundred-year flood.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.135 Basement.

"Basement" means a story partly underground. A basement shall be counted as a story in accordance with the accepted building division definitions.

For the purpose of OCMC 17.42 basement means any area of the building having its floor subgrade (below ground level) on all sides.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.140 Base flood elevation.

"Base flood elevation" means the elevation of the base flood or one hundred-year storm as defined in FEMA (Federal Emergency Management Agency) flood insurance studies, or the highest flood of record since the adoption of the flood insurance maps, or, in areas without FEMA floodplains, the elevation of the twenty-five-year storm, or the edge of mapped floodprone soils or similar methodologies whichever is higher.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.143 Beaver Creek Road Concept Plan.

The Beaver Creek Road Concept Plan was renamed the Thimble Creek Concept Plan in 2020. Any reference to the Beaver Creek Road Concept Plan refers to the Thimble Creek Concept Plan.

(Ord. No. 21-1006, § 1(Exh. A), 7-1-2020)

Editor's note(s)—Ord. No. 21-1006, § 1(Exh. A), adopted July 1, 2020, set out provisions intended for use as § 17.04.147. For purposes of classification, and at the editor's discretion, these provisions have been included as § 17.04.143.

17.04.145 Bed and breakfast inns and boardinghouses.

"Bed and breakfast inns and boardinghouses" means building(s) which provides overnight accommodations to the public for fewer than thirty consecutive days.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.150 Beneficial uses or beneficial water uses.

"Beneficial uses" or "beneficial water uses" means, as defined by the Oregon Department of Water Resources, use of an in stream public use of water for the benefit of an appropriator for a purpose consistent with the laws and the economic and general welfare of the people of the state and includes, but is not limited to, domestic, fish life, industrial, irrigation, mining, municipal, pollution abatement, power development, recreation, stock water and wildlife uses.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.153 Board.

"Board" for the purposes of OCMC 17.40 means the historic review board.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.154 Building.

"Building" means structure.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.155 Building, compatible.

"Compatible building" means for the purposes of OCMC 17.40, buildings in the Canemah National Register Historic District, which date from 1910 to the 1950's.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.160 Building, historic.

"Historic building" means for the purposes of OCMC 17.40, any primary, secondary or compatible building in the Canemah National Register Historic District, or any locally designated structure elsewhere in the city.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.165 Building of primary historic significance.

"Building of primary historic significance" shall include buildings in the Canemah National Register Historic district shall include buildings dating from prior to 1880 which are primarily one and one-half or two-story frame structures built in the Gothic Revival and Classic Revival styles. These buildings are primarily single-family dwellings.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.170 Building of secondary historic significance.

"Building of secondary historic significance" shall include buildings in the Canemah National Register Historic District dating from 1880 to 1940 which are predominantly rural farm house style and bungalows. These buildings are primarily single-family dwellings.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.175 Camouflage.

"Camouflage" for the purposes of OCMC 17.80 means the design and construction of a wireless communications facility (WCF) to resemble an object that is not a wireless communication facility and which is typically present in the environment.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.176 Capital improvement project.

"Capital improvement project" is a project located within an existing or proposed right-of-way or easement including roads, water mains, sanitary sewers, storm sewers and their appurtenances where the project is solely or partially funded by city funds and is solely or partially administered by the city of Oregon City.

(Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.177 Cargo container.

A standardized, reusable vessel that is or appears to be: (1) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, or (2) designed for being mounted or moved on a rail car, or (3) designed for or capable of being mounted on a chassis or bogie for movement by truck trailer or loaded on a ship.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.178 Carpool.

"Carpool" means a group of two or more commuters, including the driver, who share the ride to or from work, school or other destination.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.180 Certified engineering geologist.

"Certified engineering geologist" is any registered geologist who is certified in the specialty of engineering geology under provisions of ORS 672.505 to 672.705.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.185 Citizen involvement committee.

"Citizen involvement committee" means an officially recognized advisory body on citizen involvement with one representative from each neighborhood association.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.190 City.

"City" means the city of Oregon City.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.195 City engineer.

"City engineer" means the engineer manager for the city, their duly authorized representative(s), or the city's duly authorized representative(s) as designated by the city manager or public works director.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.196 City transportation engineer.

"City transportation engineer" means the transportation planning engineer for the city, their duly authorized representative(s), or the city's duly authorized representative(s) as designated by the city manager.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.200 Code.

"Code" means the Oregon City Municipal Code.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.205 Commercial vehicles.

"Commercial vehicle" means a vehicle of over eight thousand pounds gross weight that is designed for or being used to transport merchandise, or a vehicle of less than eight thousand pounds gross weight.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.210 Collector.

"Collector" means any street so designated in the city's transportation master plan.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.215 Collocation or co-location.

"Collocation" or "co-location" means the use of a common wireless communications support structure or tower for two or more antenna arrays.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.220 Community development director.

"Community development director" means the manager of the planning division or the community development director's designee.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.225 Comprehensive plan.

"Comprehensive plan" means the city of Oregon City Comprehensive Plan.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.227 Concept plan area.

"Concept plan area" is a defined area for which there is an adopted concept plan, including the South End Concept Plan area, the Beavercreek Road Concept Plan area, and the Park Place Concept Plan area.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.230 Construction area.

Defined as right-of-way, public utility easements, and within the building footprint of a building site for any mixed-use, commercial or industrial development, or if a residential development, within the allowable building footprint permitted by the setback requirements of the zone district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.235 Constructed wetlands.

"Constructed wetlands" means wetlands developed as a water quality or quantity facility, subject to change and maintenance as such. These areas must be clearly defined and separated from naturally occurring or created wetlands.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.255 Commercial vehicles.

"Commercial vehicle" means:

- A. A vehicle of over eight thousand pounds gross weight that is designed for or being used to transport merchandise, or a vehicle of less than eight thousand pounds gross weight with the business name of the user permanently exhibited on one or both of its sides that is designed and being used to transport merchandise;
- B. A station wagon or other vehicle with the business name of the user permanently exhibited on one or both of its sides, when used for transporting merchandise.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.260 Cottage cluster.

"Cottage cluster " means a grouping of no fewer than four detached dwelling units per acre with a footprint of less than 900 square feet each that includes a common courtyard.

17.04.261 Cottage cluster unit.

"Cottage cluster unit" means an individual dwelling unit with a footprint of less than 900 square feet within a cottage cluster.

17.04.265 Created wetlands.

"Created wetlands" means wetlands developed in an area previously identified as a non-wetland to replace, or mitigate wetland destruction or displacement. A created wetland shall be regulated and managed the same as an existing wetland.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.267 Crest.

"Crest" of slope means the point of curvature where the ground surface descends from the top of a slope.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.270 Cul-de-sac.

"Cul-de-sac" means a street not more than three hundred fifty feet in length having one end open to traffic and being terminated by a vehicle turnaround. The cul-de-sac is measured from the edge of the right-of-way of the intersecting street to the edge of the pavement at the end of the cul-de-sac.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.275 Day care facility.

"Day care facility" means a facility that provides regular day care services to children under thirteen years of age, including a day nursery, nursery school group or similar unit operating under any name. A day care facility shall not include services provided by a physician or nurse, or facilities operated primarily for education or supervised training or instruction, or day care provided by a "babysitter" or "family day care provider" as defined in this chapter. A day care facility caring for ten or more children shall satisfy the certification requirements of the children's services division.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.280 Debris.

"Debris" means discarded man-made objects that would not occur in an undeveloped stream corridor or wetland. Debris includes, but is not limited to, tires, vehicles, litter, scrap metal, construction waste, lumber, plastic or styrofoam. Debris does not include objects necessary to a use allowed by this code, or ornamental and recreational structures. Debris does not include existing natural plant materials or natural plant materials which are left after flooding, downed or standing dead trees or trees which have fallen into protected water features.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.285 Decision-maker.

"Decision-maker" means the city entity rendering a decision on an application. For applications made under this title, the decision-maker will be either the city engineer, community development director, public works director, or their designee or the planning commission or the city commission or as designated by OCMC 17.50.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.290 Demolish.

"Demolish" means to raze, destroy, dismantle, deface or in any other manner cause partial or total ruin of the designated landmark or structure in an historic or conservation district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.295 Design flood elevation.

"Design flood elevation" means an elevation that is a minimum of twelve inches greater than the base flood elevation as defined by FEMA (Federal Emergency Management Agency). It can also be referred to as the elevation of the highest flood (generally the base flood elevation including freeboard) that a retrofitting method is designed to protect against. It can also be referred to as the Flood Protection Elevation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.300 Development.

"Development" means an activity where a building or grading operation occurs, a material change in the use or appearance of a structure or land occurs, dividing land into two or more parcels, partitioning or subdividing of land as provided in ORS 92.010 to 92.285 or the creation or termination of an access right. Development does not refer to a capital improvement project or an activity within the right-of-way or public utility easement that is not associated with land or use changes occurring outside of a right-of-way or public utility easement, except where stated.

For the purpose of OCMC 17.26 and OCMC 17.40, "development" means any man-made change to improved or unimproved real estate, including but not limited to buildings, or other structures, mining, dredging, filling, grading, capital improvement projects, excavation or drilling operations.

For the purpose of OCMC 17.42 "development" means any man-made change to improved or unimproved real estate, including but not limited to buildings, or other structures, mining, dredging, filling, grading, paving, capital improvement projects, excavation or drilling operations.

For the purpose of OCMC 17.47, "development" means any man-made change to improved or unimproved real estate, including but not limited to the construction of buildings or other structures, sewers, streets or other structures or facilities, capital improvement projects, mining, dredging, paving, filling or grading in amounts greater than ten cubic yards on any lot or excavation. In addition, any other activity that results in the removal of more than ten percent of the existing vegetation in the water quality resource area on a lot is defined as "development."

"Development" does not include the following:

1. Stream enhancement or restoration projects approved by the city;
2. Farming practices as defined in ORS 30.930 and farm use as defined in ORS 215.203, except that buildings associated with farm practices and farm uses are subject to the requirements of this chapter; and
3. Construction on lots in subdivisions meeting the criteria of ORS 92.040(2)(1995).

For the purpose of OCMC 17.49, "development" means any man-made change defined as the construction of buildings or other structures, capital improvement projects, mining, dredging, paving, filling, grading, or site clearing, and grubbing in amounts greater than ten cubic yards on any lot or excavation. In addition, any other activity that results in the removal of more than ten percent of the existing vegetation in the water quality resource area on a lot is defined as development. Development does not include the following:

1. Stream enhancement or restoration projects approved by the city;
2. Farming practices as defined in ORS 30.930 and farm use as defined in ORS 215.203, except that buildings associated with farm practices and farm uses are subject to the requirements of this chapter; and
3. Construction on lots in subdivisions meeting the criteria of ORS 92.040(2) (1995).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.305 Development site.

"Development site" means any lot or lots on any part of which development is taking place. A capital improvement project or an activity within the right-of-way that is not associated with land or use changes occurring outside of right-of-way or public utility easement, does not occur within a "development site".

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.310 Direct.

"Direct" when used in connection with pedestrian or bicycle access, means the shortest practicable connection or access between two points, which in no instance should involve out-of-direction travel more than fifty percent longer than the straight line distance between two points.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.315 Director.

"Director" means the director of community development, public works director, or designee.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.320 Disturb.

"Disturb" means man-made changes to the existing physical status of the land, which are made in connection with development. The following uses are excluded from the definition:

1. Enhancement or restoration of the water quality resource area;
2. Planting native cover identified in the Oregon City native plant list as adopted by Oregon City Commission resolution;
3. Installation of erosion control measures pursuant to an approved erosion and sediment control plan under Chapter 17.47.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.325 District.

"District" means the area within a designated historic district, conservation district or historic corridor as provided by the zoning maps of the city.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.330 Dormer.

"Dormer" is a window vertical in a roof or the roofed structure containing such a window. A dormer is considered an alteration to a building, as it stays within the roof line and does not increase the floor area dimensions.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.333 Duplex.

Duplex" means two attached dwelling units on a lot, or, where permitted, two detached dwelling units on a lot. A duplex does not include a primary dwelling and an accessory dwelling unit on a lot.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.335 Dwelling unit.

"Dwelling unit" means a habitable living unit that provides basic living requirements including permanent cooking, and toilet facilities.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.340 Easement.

"Easement" means the space in, upon, above, along, across, over or under a private property for the constructing, reconstructing, operating, maintaining, inspecting, and repairing of a facility owned by someone other than the private property whereby the easement is located.

(Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.355 Elevated building.

"Elevated building" for insurance purposes means a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.360 Emergency.

"Emergency" means any man-made or natural event or circumstance causing or threatening loss of life, injury to person or property, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation disruptions, and disease.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.365 Engineer.

"Engineer" means a registered professional engineer licensed by the state of Oregon (P.E.).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.370 Engineering geologist.

"Engineering geologist" means a registered professional engineering geologist licensed by the state of Oregon (CEG).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.375 Enhancement.

"Enhancement" means the process of improving upon the natural functions and/or values of an area or feature which has been degraded by human activity. Enhancement activities may or may not return the site to a pre-disturbance condition, but create/recreate processes and features that occur naturally.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.380 Entertainment centers and arcades.

"Entertainment centers and arcades" means a place open to minors where three or more mechanical or electronic amusement devices are located as either the primary or a secondary use.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.385 Erosion.

"Erosion" is the movement of soil, rocks, and other surface materials by wind, water, or mechanical means.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.390 Excavation.

"Excavation" is any act of development by which soil, earth, sand, gravel, rock or any similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated, exposed or bulldozed, including the conditions resulting therefrom.

For the purpose of Chapter 17.47 "excavation" means: Any act of development by which soil or rock is cut into, dug, quarried, uncovered, removed, displaced, exposed or relocated.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.395 Expedited land division.

"Expedited land division" means a division of land as defined in ORS 197.360.

17.04.405 Exterior.

"Exterior" for the purpose of Chapter 17.40 means any portion of the outside of a landmark building, structure, or site in a district or any addition thereto.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.410 Facade.

"Facade" means the exterior wall(s) or elevation(s) of a structure.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.420 Family day care provider.

"Family day care provider" means a day care provider who regularly provides day care to fewer than sixteen children, including the children of the provider, regardless of full-time or part-time status, in the provider's home in the family living quarters. Provisions of day care to sixteen or more children in the home of the provider shall constitute the operations of a "day care facility," as defined in this chapter, and shall be subject to the requirements of this title for day care facilities. A family day care provider shall satisfy the certification requirements of the office of child care.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.425 Federal Aviation Administration (FAA).

"Federal Aviation Administration (FAA)" means the federal regulatory agency responsible for the safety of the nation's air traffic control system, including airspace impacted by wireless communications support structures and towers.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.430 Federal Communications Commission (FCC).

"Federal Communications Commission (FCC)" means the federal regulatory agency charged with regulating interstate and international communications by radio, television, wire, satellite, and cable.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.435 Fill.

"Fill" means any material such as, but not limited to, sand, gravel, soil, rock or other natural or man-made material placed by artificial means.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.440 Final action and final decision.

"Final action" and "final decision" means the city's final decision on a permit application for which there is either no appeal to another decision-maker within the city, or, if there is the possibility of a local appeal, an appeal was not timely perfected in accordance with OCMC 17.50.190. A decision is deemed to be final on the date that written notice of the decision is mailed to those entitled to notice of the decision.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.445 Flag lot.

"Flag lot" means a lot or parcel that has a narrow frontage on a public right-of-way and a narrow accessway which serves the main body of the lot used for building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.450 Flood or flooding.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; and/or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.455 Flood insurance rate map.

"Flood insurance rate map" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.460 Flood insurance study.

"Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary-floodway map, and the water surface elevation of the base flood.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.465 Flood management areas.

"Flood management areas" means all lands contained within the one hundred-year floodplain, flood area and floodway as shown on the Federal Emergency Management Agency Flood Insurance Rate Maps, floodway maps and the area of inundation for the February 1996 flood.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.470 Floodplain.

"Floodplain" means the land area identified and designated by the United States Army Corps of Engineers, the Oregon Division of State Lands, FEMA, or City of Oregon City that has been or may be covered temporarily by water as a result of a storm event of identified frequency. It is usually the flat area of land adjacent to a stream or river formed by floods.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.475 Floodway.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.480 Floodway fringe.

"Floodway fringe" means the area of the floodplain, lying outside the floodway, which does not contribute appreciably to the passage of floodwater, but serves as a retention area.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.481 Food unit, mobile.

A vendor or seller of food and/or beverages from a motorized, non-motorized or towed vehicle including a wheeled trailer or cart capable of being towed or pushed by a vehicle or by hand not within a building. Mobile food units may require licensing from state and county health departments. Food units may be transitory or non-transitory.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.482 Footcandle.

A unit of measurement referring to illumination incident to a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.483 Footprint.

"Footprint" for the purposes of OCMC 17.54.010 means the horizontal area as seen in plan, measured from outside of all exterior walls and supporting columns. It includes dwellings, garages, carports, and accessory structures, but not trellises, patios, and areas of porch, deck, and balcony less than 30 inches from finished grade, or cantilevered covers, porches or projections which do not have a post touching the ground or ramps and stairways required for access.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.485 Front facade.

"Front facade" means the exterior wall/foundation of a building exposed to the front lot line. This shall be the most architecturally significant elevation of the building, commonly including a front door or main entrance. If the most architecturally significant elevation of the building is not exposed to the front lot line, the community development director shall determine the front facade.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.490 Front lot line.

"Front lot line" means a lot line abutting a street. For corner lots, the front lot line is that with the narrowest frontage. When the lot line abutting a street is curved, the front lot line follows the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole. See figure 17.04.490.

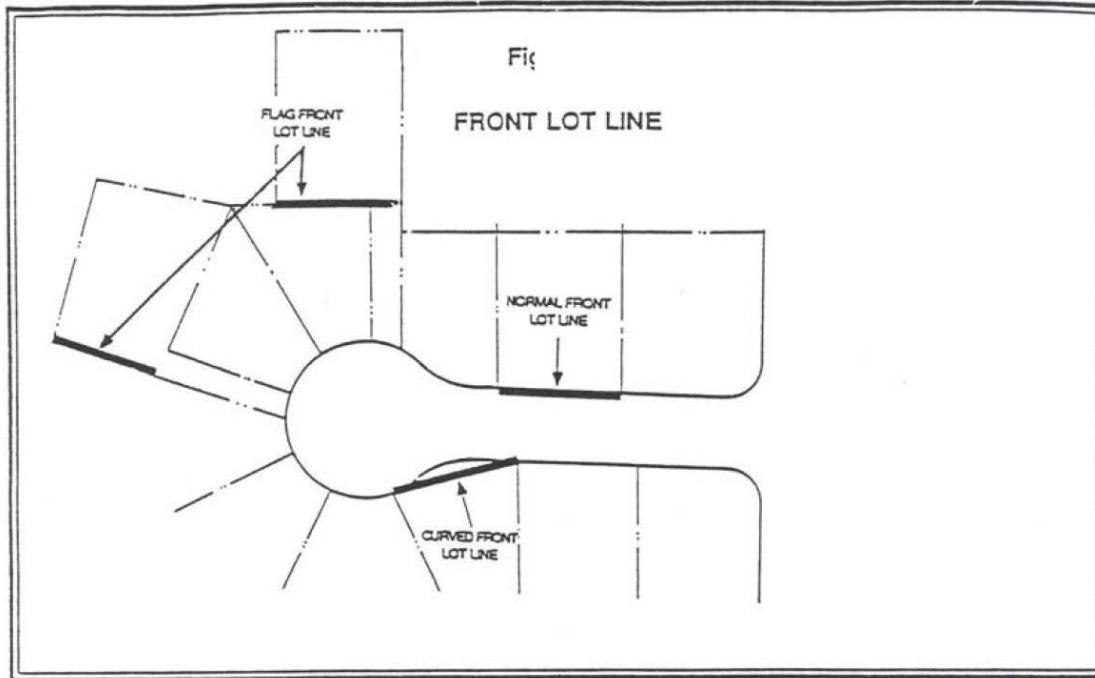


Figure 17.04.490

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.495 Frontage.

"Frontage" means that portion of a parcel of property which abuts a dedicated public street or highway or an approved private way.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.497 Fully shielded or cut-off light fixture.

Any outdoor light fixture shielded in such a manner that all light emitted by the fixture is projected below the horizontal as determined by a photometric test or certified by the manufacturer. For purposes of this standard, "cut-off angle" is defined as the angle formed by a line drawn from the direction of light rays at the light source and a line perpendicular to the ground from the light source above from which no light is emitted.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.500 Garage.

"Garage" means an attached or detached structure(s), or portion thereof used or designed to be used for the parking or storage of vehicles, including carports. Garages do not include detached accessory dwelling units which are not part of a detached garage.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.505 Geological assessment.

"Geological assessment" is an assessment prepared and stamped by a certified engineering geologist, detailing the surface and subsurface conditions of the site and delineating the areas of a property that might be subject to specified geologic hazards.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.510 Geologic hazard areas.

"Geologic hazard areas" mean:

1. Any area identified on the city's steep slope and landslide area map;
2. Area within two hundred feet of the crest or toe of a slope that is twenty-five percent or greater;
3. Areas with a slope of twenty-five percent or more;
4. Geologic hazards areas identified by the state of Oregon Department of Geology and Mineral Industries (DOGAMI) in Bulletin 99, Geology and Geologic Hazards of Northwestern Clackamas County, Oregon (1979);
5. Any other area that is identified by a suitably qualified geotechnical engineer or engineering geologist who is licensed in Oregon and derives his or her livelihood principally from that profession as being subject to soil instability, slumping or earth flow, high groundwater level, landslide, or seismic activity.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.515 Geologic hazards overlay zone.

"Geologic hazards overlay zone" means the zone mapped by the city of Oregon City that is subject to review pursuant to OCMC 17.44 as follows:

1. The following areas identified on the city's slope and geology map which represents:
 - a. Areas within fifty feet of the crest or toe of a slope that is twenty-five percent or greater, or within two hundred feet of the crest or toe of a landslide geologic units QIs and Qf identified by DOGAMI and derived from LIDAR IMS-29 and IMS-26 publications in 2009, whichever is greater;
 - b. Areas with a slope of twenty-five percent or more;
 - c. Geologic hazards areas identified by the state of Oregon Department of Geology and Mineral Industries (DOGAMI) as landslide or debris flow fan (QIs and Qf geologic units derived from LIDAR IMS-29 and IMS-26 publications in 2009); and
 - d. Geologic hazards areas identified in Bulletin 99, Geology and Geologic Hazards of Northwestern Clackamas County, Oregon (1979).
2. Any other area that is identified by a suitably qualified geotechnical engineer or engineering geologist who is licensed in Oregon and derives his or her livelihood principally from that profession as being subject to soil instability, slumping or earth flow, high groundwater level, and landslide.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.520 Geotechnical engineer.

"Geotechnical engineer" is a professional engineer, registered in the state of Oregon as provided by ORS 672.002 to 672.325, who by training, education and experience is qualified in the practice of geotechnical or soils engineering practices.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.525 Geotechnical remediation.

"Geotechnical remediation" means construction designed to increase the factor of safety against earth movement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.530 Geotechnical report.

"Geotechnical report" is a report prepared and stamped by a geotechnical engineer, evaluating the site conditions and mitigation measures necessary to reduce the risks associated with development in geologically hazardous areas.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.532 Glare.

The reflection of harsh, bright light; and the physical effect resulting from high luminances or insufficiently shielded light sources in the field of view.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.535 Grading.

"Grading" is the act of excavating and filling as defined in OCMC 15.48.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.540 Gross floor area.

"Gross floor area" means the total enclosed floor area within buildings, measured in square feet, excluding basement areas used for storage or parking.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.543 Habitat.

"Habitat" means the location of natural resource areas that support fish and wildlife populations, including wetlands, riparian areas, natural areas, wooded areas, areas of significant trees or vegetation, and areas designated as being within the natural resource overlay district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.545 Half street.

"Half street" means a portion of the width of a full street, usually along the edge of a subdivision.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.550 Height of building.

"Height of building" means a vertical distance measured from the average finished grade elevation on the street-facing elevation to:

1. One-half the vertical distance between the eaves and the highest ridge for a gable, hip or gambrel roof,

2. The top of the roof for flat roofs,
3. The deck lines for mansard roofs, or
4. The top of the parapet for buildings with parapets that completely surround the perimeter of a roof.

Roof structures needed to operate and maintain the building on which they are located such as chimneys, flues, stacks, fire escapes, gas holders, elevator enclosures, ventilators, skylights, solar panels, water towers and tanks, and similar are exempt from the building height measurement. Additional decorative and functional elements such as flag poles, partially enclosed parapets and building entry features, steeples and bell towers, carillons, monuments, cupolas, television aerials, broadcasting and microwave transmitting and relay towers, electric transmission line towers, and electric substation structures are also exempt from the building height measurement.

Except that, for buildings within the flood management overlay district subject to Chapter 17.42, height shall be measured from the design flood elevation or average finished grade at front of the structure, whichever is higher. For the purpose of Chapter 17.80, "height" shall mean the distance measured from the original grade at the base of the wireless communication facility to the highest point on the wireless communication facility, including the antenna(s) and lightning rod(s).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.555 Heritage tree.

"Heritage tree" is a tree or stand of trees that is of landmark importance to the city of Oregon City due to age, size, species, horticultural and ecological value or historical association.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.560 Heritage grove.

"Heritage grove" is at least two heritage trees separated by no more than twenty feet on a property or properties.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.562 Highly constrained residential lot.

A residential vacant lot of record that has less than thousand square feet of buildable area, with minimum dimensions of fifty feet by fifty feet, remaining outside the natural resource overlay district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.564 Highly constrained commercial lot.

A commercial or industrially zoned lot of record that has more than seventy-five percent of its area covered by the natural resource overlay district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.565 Historical significance.

"Historical significance" means that the structure of district:

1. Has character, interest or value, as part of the development, heritage or cultural characteristics of the city, state or nation;
2. Is the site of an historic event with an effect upon society;

3. Is identified with a person or group of persons who had some influence on society; or
4. Exemplifies the cultural, political, economic, social or historic heritage of the community.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.570 Historic corridor.

"Historic corridor" means that portion of a parcel of land that is a part of a designated linear historic feature such as the route of the Oregon Trail-Barlow Road.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.575 Historic site.

"Historic site" means the structure and the property surrounding a landmark, a structure in an historic district, or a designated structure in a conservation district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.580 Home occupation.

"Home occupation" means an occupation carried on solely by the resident or residents of a dwelling unit as a secondary use in accordance with Section 17.54.120.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.585 Hotel.

"Hotel" means a building which is designed or used to offer lodging, with or without meals, for compensation, primarily for overnight lodging.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.586 Impervious surface.

Any nonvertical surface artificially covered or hardened so as to prevent or impede the percolation of stormwater water into the soil, including but not limited to roof tops excepting eaves, swimming pools, paved or graveled roads, and walkways or parking areas and excluding landscaping, surface water retention/detention facilities, access easements serving neighboring property, and driveways.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.587 Incandescent.

A common form of artificial light in which a filament is contained in a vacuum and heated to brightness by an electric current.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.590 Infrastructure provider.

"Infrastructure provider" for the purposes of Chapter 17.80 means an applicant whose proposal includes only the construction of new support towers or auxiliary structures to be subsequently utilized by service providers.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.595 Institutional development.

"Institutional development" includes all public, semi-public and private community facilities and uses, including government office and maintenance facilities, educational facilities, research institutions, correctional institutions, museums, libraries, stadiums, hospitals, residential care facilities, auditoriums and convention or meeting halls, churches, parks and public recreational facilities, automobile parking structures, and other similar facilities and uses.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.600 Interior parking lot landscaping.

"Interior parking lot landscaping" means landscaping located inside the surfaced area used for on-site parking and maneuvering.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.605 Invasive non-native, nuisance, prohibited or noxious vegetation.

"Invasive non-native," "nuisance," "prohibited" or "noxious vegetation" means plant species that have been introduced and, due to aggressive growth patterns and lack of natural enemies in the area where introduced, spread rapidly into native plant communities, or which are listed as invasive, nuisance, prohibited or noxious plants on the Oregon City Nuisance Plant List, or by the Oregon Department of Agriculture, Clackamas Soil and Water District, or Portland Plant List.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.610 Land division.

"Land division" means any partition or subdivision.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.615 Landscaping.

"Landscaping." Site improvements which include lawn, garden, groundcover, trees, plants and other natural and decorative features, including but not limited to, patios or plazas open to the public or open commonly to residents and street furniture and walkways which are contiguous and integrated with plant material landscaped areas. The verification of plant materials requiring specific characteristics can be achieved by any of the following methods:

1. Description in Sunset Western Garden Book (Editor Sunset Books, 2012 or later edition);
2. The Oregon City Native Plant List;
3. City of Portland Native Plan List;
4. Metro Native Plant List;
5. By an appendix, definition, or other reference in the Zoning Code; or
6. By specific certification by a licensed landscape architect.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.620 Landscape area.

"Landscape area" means land set aside and used for planting of grass, shrubs, trees or similar living plants.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.625 Landslide.

"Landslide" means the downslope movement of soil, rocks, or other surface matter on a site. Landslides may include, but are not limited to, slumps, mudflows, earthflows, debris flows, rockfalls and the source areas for above.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.630 Lattice tower.

"Lattice tower" is a support tower characterized by an open framework of lateral cross members that stabilize the tower.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.635 Legislative action.

"Legislative action" means any final decision of the city that approves or denies a request to amend the city's land use regulations, comprehensive plan or related maps and does not pertain to a particular property or small set of properties.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.637 Licensee representative.

"Licensee representative" means an owner, director, officer, manager, employee, agent or other representative of a licensee, to the extent that the person acts in a representative capacity.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.640 Limited land use application.

"Limited land use application" means an application for any use where the decision is based on discretionary standards designed to regulate the physical characteristics of a use permitted outright, including subdivision or site plan and design review or any other application which is processed pursuant to a Type II proceeding as provided in this chapter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.645 Live/work dwelling.

"Live/work dwelling" a dwelling in which a business is designed to be operated on the ground floor. The ground floor commercial, personal service, or office space has visibility, signage and access from the primary street.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.650 Loading space.

"Loading space" means an off-street space, having a paved surface, within a building or on the same lot with a building, for the temporary parking of a commercial vehicle or truck while loading or unloading merchandise or materials and which has direct access to a street or alley.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.655 Local street.

"Local street" means any street so designated in the city's transportation system plan. Typically, a local street is a public street that serves abutting lands, is designed to carry a minimal amount and weight of traffic.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.660 Lot.

"Lot" and "legal lot" mean a single unit of land created by a subdivision which, at the time of creation, complied with all procedural and substantive requirements of any applicable local, state or federal law.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.665 Lot, corner.

"Corner lot" means a lot abutting upon two or more streets at their intersection.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.670 Lot coverage.

"Lot coverage" means the area of a lot covered by the footprint of all structures two hundred square feet or greater (excluding decks and porches), expressed as a percentage of the total lot area.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.675 Lot depth.

"Lot depth" means the distance measured from the mid-point of the front lot lines to the mid-point of the opposite, usually rear lot line and generally at approximately right angles to the lot width.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.680 Local floodplain administrator.

"Local floodplain administrator" means the city's building official.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.685 Lot, interior.

"Interior lot" means a lot other than a corner lot.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.690 Lot line adjustment.

"Lot line adjustment" means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.695 Lot of record.

"Lot of record" means a lot or parcel which has been legally recorded in the office of the county recorder by deed or contract of sale prior to the enactment of an ordinance or regulation by reason of which the lot or parcel no longer meets the dimensional or area requirements of the city.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.700 Lot, width.

"Lot width" means the perpendicular distance measured between the midpoints of the two principal opposite side lot lines and generally at approximately right angles to the lot depth.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.705 Lowest floor.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this title found at OCMC 17.42.160.E.4 or 5.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.707 Low impact development standard.

Any construction technique approved by the city engineer that is designed to provide on-site capture, treatment and infiltration of stormwater as a means to improve water quality, reduce the amount of impervious surface, and/or provide habitat benefits on a development site.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.709 Machinery and Equipment.

"Machinery and Equipment" means electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities.

17.04.710 Major modification.

"Major modification" means any of the following changes from a previously approved permit, except for changes eligible for a Type I review, requiring the application to return through the same process as the original review:

1. For subdivisions or planned unit developments, an increase in the total number of dwelling units by ten percent or more, an increase in the number of multiple-family dwellings by more than ten percent, or a reduction in the amount of landscaping, open space or land reserved for a protected feature of ten percent or more;
2. For design review or conditional use permits for mixed-use or commercial developments, an increase in the area of commercial space by more than ten percent;
3. For any site plan or design review approval, any change not eligible for a Type I Minor Site Plan and Design Review, including the relocation of buildings, streets, access points onto the existing public right-of-way, utility easements, parking lot expansions, or other site improvements away from the previously approved general location;

4. For any prior approval, an increase in the amount of impervious surface on hillsides or unstable soils subject to regulation under city code Chapter 17.44 by ten percent or more; or
5. Any change that renders the prior approved permit incompatible with surrounding lands or development in noncompliance with any of the conditions of approval or approval criteria.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.712 Major transit stop.

"Major transit stop" means transit centers, high capacity transit stations, major bus stops, inter-city bus passenger terminals, inter-city rail passenger terminals, and bike-transit facilities as shown in the regional transportation plan.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.715 Main building entrance.

"Main building entrance" means a primary entrance to a building, intended for use by residents, employees, customers, clients, visitors, messengers and members of the public.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.720 Major public improvements.

"Major public improvements" means the expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of lands or the making of public improvements within a district, except for the repair or maintenance of public or private improvements within a district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.725 Manager.

"Manager" means the city manager or the city manager's designated representative.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.730 Manufactured home.

"Manufactured home" means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for a permanent residential purpose and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction. The term "manufactured home" does not include a "recreational vehicle."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.735 Manufactured home park or subdivision.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.740 Map.

"Map" means a final diagram, drawing or other graphical representation concerning a partition or subdivision.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.010 Marijuana.

"Marijuana" means the plant cannabis family cannabaceae, any part of the plant cannabis family cannabaceae and the seeds of the plant cannabis family cannabaceae. "Marijuana" does not include industrial hemp, as defined in state law.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.020 Marijuana business.

"Marijuana business" means:

1. Any business licensed by the Oregon Liquor Control Commission to engage in the business of producing, processing, wholesaling, or selling marijuana or marijuana items, or
2. Any business registered with the Oregon Health Authority for the growing, processing, or dispensing of marijuana or marijuana items.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.030 Marijuana items.

"Marijuana item" means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.040 Marijuana laboratory (laboratories).

"Marijuana laboratory (laboratories)" means an entity which tests or researches marijuana products for THC levels, pesticides, mold, etc. pursuant to applicable Oregon Administrative Rules.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.050 Marijuana licensee.

"Marijuana licensee" means a person who holds a business license issued by the city to engage in a marijuana business in accordance with this chapter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.060 Marijuana processor (processing).

"Marijuana processor (processing)" means an entity licensed by the Oregon Liquor Control Commission or Oregon Health Authority to process marijuana. This includes the manufacture of concentrates, extracts, edibles and/or topicals.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.070 Marijuana producer (production).

"Marijuana producer (production)" means an entity licensed by the Oregon Liquor Control Commission or the Oregon Health Authority to manufacture, plant, cultivate, grow or harvest marijuana. This is the only license able to cultivate marijuana.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.080 Marijuana retailer.

"Marijuana retailer" means an entity licensed by the Oregon Liquor Control Commission or Oregon Health Authority to sell marijuana items to a consumer in this state.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.741.090 Marijuana wholesaler.

"Marijuana wholesaler" means an entity licensed by the Oregon Liquor Control Commission or Oregon Health Authority to purchase items in this state for resale to a person other than a consumer. This means an entity that buys and sells at wholesale.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.742 Medical marijuana dispensary.

"Medical marijuana dispensary" means an entity registered with the Oregon Liquor Control Commission or Oregon Health Authority to transfer marijuana.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.743 Membrane or fabric covered storage area.

An area used for storage covered by a tarp or fabric membrane or that is either attached to a rigid framework, natural feature or some other structure, or a metal-sided cargo container. It is not intended to include the weather proofing of a vehicle, boat or other individual item by a tarp or other type of covering as long as the covering is attached directly to and covers only the particular item.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.745 Metro.

"Metro" means the regional government of the Portland Metropolitan area and the elected Metro council as the policy-setting body of the government.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.746 Metro ESEE analysis.

"ESEE" means economic, social, environmental and Energy (ESEE) analysis and is the process by which Metro determined whether to allow, limit, or prohibit activities in the city's significant natural resource sites.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.750 Micro cell.

"Micro cell" for the purposes of Chapter 17.80 means a wireless communications facility consisting of an antenna that is either: (a) four feet in height and with an area of not more than five hundred eighty square inches; or (b) if a tubular antenna, no more than four inches in diameter and no more than six feet in length.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.752 Middle housing.

"Middle housing " means duplexes, triplexes, quadplexes, townhouses and cottage clusters.

17.04.753 Middle housing land division.

"Middle housing land division" means a partition or subdivision of a lot or parcel on which the development of middle housing is allowed.

17.04.755 Minor modification.

"Minor modification" means any changes from a previously approved permit which are less than a major modification.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.760 Mitigation.

"Mitigation" means the reduction of adverse effects of a proposed project by considering, in the following order:

1. Avoiding the impact altogether by not taking a certain action or parts of an action;
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation;
3. Rectifying the impact by repairing, rehabilitating or restoring the affected environment;
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action by monitoring and taking appropriate measures; and
5. Compensating for the impact by replacing or providing a comparable substitute.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.765 Mitigation measure.

"Mitigation measure" is an action designed to reduce project-induced geologically hazardous area impacts.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.766 Mobile vendor.

A provider, vendor or seller of merchandise and/or services, etc. from a motorized or towed vehicle including a wheeled trailer capable of being towed by a vehicle. For the exclusive mobile vending of food, see definition of "food units, mobile."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.770 Monopole.

"Monopole" means a support tower composed of a single upright pole, engineered to be self-supporting, and used to support one or more antenna(s) or array(s). A monopole does not include towers requiring guy wires or lattice cross supports.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.775 Motel.

"Motel" means a building or series of buildings in which lodging is offered for compensation primarily for overnight lodging which is distinguished from a hotel primarily by reason of providing direct independent access to and adjoining parking for each rental unit.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.780 Multi-family residential.

"Multi-family residential" is a structure or structures located on one lot and containing five or more total dwelling units in any vertical or horizontal arrangement. Individual units do not have to be structurally attached. Multi-family developments, known as apartments and condominiums, may include structures that are similar in form to townhouses, cottage clusters, duplexes, triplexes, quadplexes or single-family dwellings.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.785 Native vegetation.

"Native vegetation" means any vegetation listed on the Oregon City native plant list as adopted by Oregon City Commission resolution.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.790 Natural location.

"Natural location" means the location of those channels, swales, and other non-man-made conveyance systems as defined by the first documented topographic contours existing for the subject property either from maps or photographs, or such other means as appropriate.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.795 Nearby.

"Nearby," when used in connection with pedestrian or bicycle access, means uses within one-quarter mile distance which can reasonably be expected to be used by pedestrians, and uses within two miles distance which can reasonably be expected to be used by bicyclists.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.800 Neighborhood activity center.

"Neighborhood activity center" refers to land uses which attract or are capable of attracting a substantial amount of pedestrian use. Neighborhood activity centers include, but are not limited to, parks, schools, retail store and service areas, shopping centers, recreational centers, meeting rooms, theaters, museums and other pedestrian oriented uses.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.805 Neighborhood association.

"Neighborhood association" means a group whose membership is recognized by the city, open to residents, property owners and owners of businesses located in the neighborhood. This group makes comments and recommendations on problems, policies and projects in the neighborhood.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.808 Net density.

"Net density" means the number of dwelling units divided by the net developable area, as measured in acres. The result of minimum net density calculations shall be rounded up to the nearest whole dwelling unit, and the result of maximum net density calculations shall be rounded down to the nearest whole dwelling unit. If rounding of minimum and maximum net densities results in conflicting numbers of dwelling units, the minimum net density shall be rounded down to nearest whole dwelling unit.

Gross site area: 4.84 acres

Net developable area: 4.84 acres X 0.8 = 3.87 acres (80% is developable, 20% is right-of-way, slopes, etc.)

Density (see density standards in OCMC Table 17.10.050):

Minimum net density = 7.0 du/acre X 3.87 acres = 27.09 du (round up) — 28 units

Maximum net density = 8.7 du/acre X 3.87 acres = 33.67 du (round down) — 33 units

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.810 Net developable area.

"Net developable area" means the area of a parcel of land or the aggregate of contiguous parcels under the same ownership remaining after deducting any portion of the parcel or aggregate of parcels with one or more of the following characteristics:

1. Elevation within the one hundred-year floodplain, as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps;
2. The area within an underlying natural resource overlay district (NROD) governed by OCMC 17.49 that is indicated on the adopted NROD map or which has been otherwise delineated pursuant to OCMC 17.49;
3. Steep slopes exceeding thirty-five percent. Applicant may make a request for the community development director to determine whether to make further adjustments for slopes equal to or above twenty-five percent per OCMC 17.44.060.H;
4. Open space;
5. Public facilities and rights-of-way;
6. Upon approval of the community development director, any lands where development of structures requiring a building permit is prohibited due to an easement and is similar in nature to items 1—5.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.812 Net leasable area.

Actual square-footage of a building or outdoor area that may be leased or rented to tenants, which excludes parking lots, common areas, shared hallways, elevator shafts, stairways, and space devoted to cooling, heating, or other equipment.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.815 New construction.

"New construction" means structure for which the "start of construction" commenced on or after the effective date of the ordinance codified in this title.

For the purposes of Chapter 17.40, "new construction" means a new building or structure separate from an existing building that is larger than two hundred square feet on any property located within a historic overlay district. Any building addition that is thirty percent or more in area (be it individual or cumulative) of the original structure shall also be considered "new construction."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1009, § 1(Exh. A), 10-16-2019)

17.04.820 New manufactured home park or subdivision.

"New manufactured home park or subdivision" means a manufactured home park subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the ordinance codified in this chapter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.825 Nonconforming use.

"Nonconforming use" means a use which lawfully occupied a building or land at the time this title or subsequent amendments became effective and which does not conform with the use regulations of the district in which it is located.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.830 Non-final decision.

"Non-final decision" means any decision by the community development director, historic review board or planning commission which is not a final decision but is appealable to another decision maker within the city.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.840 Nursery, day or child care center.

"Nursery, day or child care center" means a commercial enterprise where more than five children are cared for during the day, including a kindergarten.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.845 Office.

"Office" means a place where a particular kind of business is transacted or a service is supplied.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.850 One hundred twenty-day period.

"One hundred twenty-day period" means the one hundred twenty-day period within which ORS 227.178 requires the city to take final action on a complete application.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.855 Open space.

"Open space" means land that is undeveloped and that is planned to remain so indefinitely. The term encompasses parks, forests and farmland. It may also refer only to land zoned as being available to the public, including playgrounds, watershed preserves and schools.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.860 Ordinary mean high water line.

"Ordinary mean high water line" means, as defined in OAR 141-82-005, the line on the bank or shore to which water ordinarily rises in season; synonymous with mean high water (ORS 274.005).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.865 Ordinary mean low water line.

"Ordinary mean low water line" means, as defined in OAR 141-82-005, the line on the bank or shore to which water ordinarily recedes in season; synonymous with mean low water (ORS 274.005).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.870 Owner or property owner.

"Owner or property owner" means the person who is the legal record owner of the land, or where there is a recorded land sale contract, the purchaser thereunder.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.875 Overlay district.

"Overlay district" means a special zoning district, the restrictions and conditions of which shall be in addition to such restrictions and conditions as may be imposed in the underlying zone.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.880 Parcel.

"Parcel" and "legal parcel" mean a single unit of land created by a partition or subdivision which, at the time of creation, complied with all procedural and substantive requirements of any applicable local, state or federal law.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.885 Parking area, public.

"Public parking area" means an open off-street area used for the temporary parking of more than three automobiles and available for public use, with or without charge or as an accommodation for clients or customers.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.890 Parking lot.

"Parking lot" means off-street parking spaces.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.895 Parking space.

"Parking space" means an unobstructed off-street area having an all-weather surface for the temporary parking or storage of one automobile.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.900 Partition/partition land.

"Partition" or to "partition land" means to divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition land" does not include:

1. A division of land resulting from a lien foreclosure, foreclosure of a recorded contract for the sale of real property or the creation of cemetery lots;
2. An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created and where the existing unit of land reduced in size by the adjustment complies with any applicable zoning ordinance;
3. The division of land resulting from the recording of a subdivision;
4. A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes provided that such road or right-of-way complies with the Oregon City Comprehensive Plan, applicable state statutes, and does not create additional parcels.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.905 Partition plat.

"Partition plat" means and includes a final map and other writing containing all the descriptions, locations, specifications, provisions and information concerning a partition.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.907 Pedestrian scale lighting.

Lighting fixtures that are dimensionally smaller than those intended to accommodate automobile traffic flow and buffering and which are intended to provide adequate illumination of areas used by pedestrians or bicyclists for security, recreational or commercial purposes. In general pedestrian scale lighting is no higher than twelve feet tall.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.910 Pedestrian walkway.

"Pedestrian walkway" means a hard surfaced facility for pedestrians within a development or between developments, distinct from surfaces used for motor vehicles. A pedestrian walkway is distinguished from a sidewalk by its location on private property outside the public right-of-way and from a pedestrian/bicycle accessway by the function it serves.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.915 Perimeter parking lot landscaping.

"Perimeter parking lot landscaping" means the five-foot wide landscaped planter strip located on the perimeter of all parking lots located adjacent to the right-of-way and/or adjoining properties. Parking lots are defined as the surfaced area used for on-site automobile parking and maneuvering.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.920 Permit.

"Permit" means any form of quasi-judicial approval relating to the use of land rendered by the city under OCMC 16 or 17, including subdivisions, partitions, lot line adjustments and abandonments, zone changes, plan amendments, conditional use permits, land use and limited land use decisions, and expedited land divisions. Permit does not include any city decision relating to system development charges under Chapter 3.20.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.923 Pervious.

"Pervious" refers to any material or surface that permits full or partial absorption of stormwater into previously unimproved land.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.925 Planning division.

"Planning division" means the planning division of the city of Oregon City.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.930 Planter (or planting) strip.

"Planter (or planting) strip" means an area for landscaping and street trees within the public street right-of-way, usually located between the curb and sidewalk. Also known as a parking strip or tree lawn.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.935 Plat.

"Plat" means a map of the lots in a proposed partition or subdivision, drawn to scale and which includes all of the information required by the applicable provisions of OCMC 16 and 17.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.937 Pollutant.

"Pollutant" means the presence in the outdoor atmosphere, ground, or water of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal, or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.940 Porch.

"Porch" means a roofed open unenclosed area, which may be screened, attached to or part of and with direct access to or from a building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.945 Practicable.

"Practicable" means available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purpose.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.950 Preliminary plan or plat.

"Preliminary plan" or "plat" mean a preliminary subdivision plat or partition plat as appropriate.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.955 Principal dwelling unit.

"Principal dwelling unit" means the primary residence for a particular lot.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.960 Private street.

"Private street" means a privately owned and maintained street or accessway. The creation of private streets shall include emergency access and utility easements and reciprocal easements for all properties intended to use the accessway. Private streets shall be designed and constructed to the standards required by the city, but those standards may be different than would apply to public streets.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.965 Property line.

"Property line" means the division or boundary between two legal lots or parcels. The property line may sometimes be the same line as the right-of-way line even though right-of-way is not a lot or parcel.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.970 Protected water features.

"Protected water features" shall include:

1. Title 3 wetlands;
2. Rivers and perennial and intermittent streams;
3. Springs which feed stream and wetlands and have year-round flow; and
4. Natural lakes.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.973 Public garage.

"Public garage" means any automobile repairs and servicing when enclosed within the building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.975 Public recycle drop/receiving center.

"Public recycle drop/receiving center" means a facility that receives and temporarily stores separated recyclable waste materials including glass, scrap paper, corrugated paper, newspaper, tin cans, aluminum, plastic

and oil. Maximum storage for each type of separated recyclable waste shall not exceed six hundred cubic feet. Oil storage shall not exceed six hundred gallons. Preparation of separated materials shall be limited to nonmechanical methods such as baling and glass breaking.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.980 Public recycle warehouse.

"Public recycle warehouse" means a facility that receives and stores and prepares for transport separated recyclable waste material including glass, scrap paper, corrugated paper, newspaper, tin cans, aluminum, plastic and oil. Preparation of separated materials, including baling, compacting and glass breaking, may be part of this facility.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.982 Public street.

"Public street" means a publicly maintained street or accessway under the jurisdiction of a governmental entity.

(Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.985 Public utilities and services.

"Public utilities and services" means facilities for providing electric power, communication, water, sewers and transportation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.986 Public utility easement.

"Public utility easement" means an easement that allows a utility the right to use and access specific areas of another's property for constructing and maintaining gas, electric, telecommunication, fiberoptic, water, and sewer lines.

(Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.987 Public works director.

"Public works director" means the director of the public works department for the city, their duly authorized representative(s), or the city's duly authorized representative(s) as designated by the city manager.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.989 Quadplex.

"Quadplex " means four attached dwelling units on a lot.

17.04.990 Quasi-judicial.

"Quasi-judicial" means any final decision of the city that applies the provisions of OCMC 16 or 17, in response to an application, that pertains to a specific property or small set of properties and which is legally required to result in a decision by the city.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.995 Radio frequency (RF) energy.

"Radio frequency (RF) energy" means the energy used by cellular telephones, telecommunications facilities, and other wireless communications devices to transmit and receive voice, video, and other data information.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1000 Rear lot line.

"Rear lot line" means a lot line that is opposite to and more distant from the front lot line. In the case of a corner lot, the community development director shall determine the rear lot line. In the case of an irregular or triangular shaped lot, an imaginary lot line ten feet in length shall be drawn within the lot parallel to and at the maximum distance from the front lot line. A lot line abutting an alley is a rear lot line.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1005 Record.

"Record" means the public record compiled for each quasi-judicial and legislative action and includes the written minutes of all public hearings, audio tape recordings, if any, of the public meetings, the application and all materials duly submitted by the applicant, all documents, evidence, letters and other materials duly submitted by any party to the decision-making proceeding, staff reports, public notices, and all decisions rendered by city decision-makers.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1010 Recreational vehicle.

"Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily as temporary quarters for recreational, camping, travel or seasonal use and not for use as a dwelling.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1015 Religious institution.

A church or place of worship or religious assembly with related facilities such as the following in any combination: Rectory or convent, private school, meeting hall, offices for administration of the institution, licensed child or adult daycare, playground or cemetery.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1016 Remodel.

To change the structure or form of something. For the purposes of Chapter 17.48, remodeling shall exclude changes to building materials, façade changes, and changes to windows and doors that do not include additions or changes to building form.

(Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.1020 Reserve strip.

"Reserve strip" means a parcel of land, usually one foot in width, running the length of a half-street parallel to the center line or running across the end of a street at right angles to the center line which, when deeded to the city, prevents the abutting property owner from using the street for access to the abutting property without first making the appropriate dedication from his/her land.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1021 Residence.

A structure or part of a structure containing dwelling units or rooming units, including single-family detached and attached dwelling units, duplexes, townhomes or townhouses, triplexes, quadplexes, cottage clusters, accessory dwelling units, multi-family dwelling units, manufactured homes, and boarding or rooming houses. Residences do not include: Such transient accommodations as transient hotels, shelters, bed and breakfasts, motels, tourist cabins, or trailer courts; dormitories, fraternity or sorority houses; in a mixed-use structure, that part of the structure used for any nonresidential uses, except accessory to residential uses; or recreational vehicles.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1025 Residential facility.

"Residential facility" means a residential care, residential training or residential treatment facility licensed or registered by or under the authority of the state licensing agency, as defined in ORS 443.400, under ORS 443.400 to 443.460 or licensed by the State Office for Services to Children and Families under ORS 418.205 to 418.327 which provides residential care alone or in conjunction with treatment or training or a combination thereof for six to fifteen individuals who need not be related. Staff persons required to meet licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential facility.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1030 Residential home.

"Residential home" means a residential treatment or training or an adult foster home licensed by or under the authority of the state licensing agency, as defined in ORS 443.400, under ORS 443.400 to 443.825, a residential facility registered under ORS 443.480 to 443.500 or an adult foster home licensed under ORS 443.705 to 443.825 which provides residential care alone or in conjunction with treatment or training or a combination thereof for five or fewer individuals who need not be related. Staff persons required to meet licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential home.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1035 Residential zone.

"Residential zone" shall include any of the following zoning districts: R-10 single-family dwelling district, R-8 single-family dwelling district, R-6 single-family dwelling district, R-5 dwelling district, R-3.5 dwelling district and R-2 dwelling district.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1040 Resource versus facility.

"Resource" versus "facility" means the distinction being made is between a "resource," a functioning natural system such as a wetland or stream; and a "facility" which refers to a created or constructed structure or drainage way that is designed, constructed and maintained to collect and filter, retain, or detain surface water runoff during and after a storm event for the purpose of water quality improvement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1045 Restoration.

"Restoration" for the purposes of OCMC 17.49 means the process of returning a disturbed or altered area or feature to a previously existing natural condition. Restoration activities reestablish the structure, function and/or diversity to that which occurred prior to impacts caused by human activity. Also see "revegetation" and "mitigation".

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1047 Restrictive covenant.

"Restrictive covenant" means a restriction on the use of a lot or parcel of land that is set forth in the deed and recorded with the county recorder. It is binding on subsequent owners and may be used to enforce the preservation of trees, wetlands or other natural resources on the property. Also known as "deed restriction."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1048 Revegetation.

"Revegetation" means the re-establishment of vegetation on previously disturbed land, for the purpose of restoration and mitigation measures for a disturbed natural area or buffer zone. See also "restoration."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1050 Retail store.

"Retail store" means a business establishment where goods are sold in small quantities to the ultimate consumer.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1055 Right-of-way.

"Right-of-way" means the area between boundary lines of a public street, public alley or other public accessway. Right-of-way is not a parcel, lot, or considered real estate or real property.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.1060 Riparian.

"Riparian" means those areas associated with streams, lakes and wetlands where vegetation communities are predominately influenced by their association with water.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1065 Routine repair and maintenance.

"Routine repair and maintenance" means activities directed at preserving an existing allowed use or facility, without expanding the development footprint or site use.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1070 School, commercial.

"Commercial school" means a building where instruction is given to pupils in arts, crafts or trades, and operated as a commercial enterprise as distinguished from schools endowed and/or supported by taxation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1075 School, primary, elementary, junior high or high.

"School, primary, elementary, junior high or high" shall include public or private schools, but not nursery school, kindergarten or day care centers, except when operated in conjunction with a school.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1080 School, private.

"Private school" means a school not supported by taxes.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1085 School, public.

"Public school" means a primarily tax supported school controlled by a local governmental authority.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1090 Screening.

"Screening" means for the purposes of OCMC 17.80 means to effectively obscure to a minimum height of six feet the view of the base of a wireless communication facility.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1093 Security lighting.

Lighting intended to reduce the risk of personal attack, discourage intruders, vandals, or burglars, and to facilitate active surveillance of an area by designated surveillance personnel or by remote camera.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1095 Sediment.

"Sediment" means any soil, sand, dirt, dust, mud, rock, gravel, refuse or any other organic or inorganic material that is in suspension, is transported, has been moved or is likely to be moved by erosion. Sedimentation is the process by which sediment is removed from its site of origin by soil erosion, suspension in water, and/or wind or water transport.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1100 Self-supporting.

"Self-supporting" means the independent support of itself or its own weight.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1105 Service station.

"Service station" means an establishment where bulk sales, fuels, oils or accessories for motor vehicles are dispensed, sold or offered for retail sale and where minor motor vehicle repair service is available.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1110 Setback.

"Setback" means the minimum distance by which the footprint of all buildings or structures shall be separated from a lot line.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1115 Shade.

"Shade" means a shadow cast by the shade point of a structure or vegetation when the sun is at an altitude of 21.3 degrees and an azimuth ranging from 22.7 degrees east and west of true south.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1117 Shelter.

"Shelter" means a congregate facility designed to provide overnight sleeping or daytime accommodation to shelter families and individuals offered on a short-term basis. Shelters may offer meals, lodging and associated services on-site, aimed at helping people move towards self-sufficiency. Shelters may include day shelters, transitional shelters, temporary warming shelters and other temporary or permanent spaces made available for sheltering individuals or families. Shelters are not considered bed and breakfast inns/boardinghouses, hotels or motels.

(Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.1119 Shelter, day.

"Day shelter" means a shelter utilized between the hours of seven a.m. and seven p.m. which does not contain sleeping facilities.

(Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.1121 Shelter, emergency.

"Emergency shelter" means any facility, the primary purpose of which is to provide a temporary overnight shelter for the homeless in general or for specific populations of the homeless under specified circumstances and which does not require occupants to sign leases or occupancy agreements. Emergency shelters include temporary cooling or warming shelters and other temporary spaces made available for sheltering individuals or families in response to emergencies when an emergency has been declared by the city commission by resolution.

(Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.1123 Shelter, temporary warming/cooling.

"Temporary warming shelter" means a shelter operating between the hours of seven p.m. and seven a.m. when the outside temperature is predicted to be thirty-three degrees or below, including wind chill factor, as measured by the National Oceanic and Atmospheric Administration.

"Temporary cooling shelter" means a shelter operating when the outside temperature is predicted to be ninety-five degrees or above, as measured by the National Oceanic and Atmospheric Administration.

(Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.04.1125 Sidewalk, curb-tight (aka attached sidewalk).

"Curb-tight or attached sidewalk" refers to a sidewalk that is attached and not separated from the curb and gutter of a street by a planter strip, tree lawn or other landscaping.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1127 Sidewalk, setback (aka detached sidewalk).

"Setback" or "Detached sidewalk" refers to a sidewalk that is separated from the curb and gutter of a street by a planter strip, tree lawn or other landscaping. Setback sidewalks may be placed fully or partially within easements on private property.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1130 Significant negative impact.

"Significant negative impact" for the purpose of Chapter 17.49 means an impact that affects the natural environment, considered individually or cumulatively with other impacts on the water quality resource area, to the point where existing water quality functions and values are degraded.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1135 Single-family attached residential units.

"Single-family attached residential units" means townhouse.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1140 Single-family detached residential units.

"Single-family detached residential units" means one principal or primary dwelling unit per lot that is freestanding and structurally separate from other dwelling units on the site, except accessory dwelling units. This includes manufactured homes.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1143 Skyway or skybridge, pedestrian.

"Pedestrian skyway" or "sky bridge" is an elevated walkway exclusively for pedestrian or bicycle traffic, connecting two or more structures, that passes over a right-of-way or open areas such as alleys, plazas and other similar public amenity areas. Such structures may be enclosed or open to the elements.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1145 Slope.

"Slope" is an inclined earth surface, the inclination of which is expressed denoting a given rise in elevation over a given run in distance. A forty percent slope, for example, refers to a forty-foot rise in elevation over a distance of one hundred feet. A one hundred percent slope equals a forty-five-degree angle. Slopes are measured across a horizontal rise and run calculation within any horizontal twenty-five-foot distance. "Slope" shall be calculated as follows:

1. For lots or parcels individually or cumulatively greater than ten thousand square feet in size, between grade breaks, obtain the vertical distance, divide by the horizontal distance and multiply by one hundred. The horizontal distance to be used in determining the location of grade breaks shall be fifty feet;
2. For lots or parcels ten thousand square feet or smaller in size, obtain the vertical distance across the lot or parcel, divide by the horizontal distance and multiply by one hundred;

The resulting number is the slope expressed as a percentage.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1150 Solid waste processing facility.

"Solid waste processing facility" means a place or piece of equipment whereby mixed solid waste is altered in form, condition or content by methods or systems such as, but not limited to, shredding, milling or pulverizing.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1155 Solid waste transfer facility.

"Solid waste transfer facility" means a waste collection and disposal system between the point of collection and a processing facility or a disposal site.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1160 South or south facing.

"South" or "south facing" means true south, or twenty degrees east of magnetic south.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1165 Stable, private.

"Private Stable" means a detached accessory building for the keeping of horses owned by occupants of the premises and which are not kept for remuneration or profit.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1170 Start of construction.

"Start of construction" is meant to include substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the

property of accessory buildings, such as garages or shed not occupied as dwelling units or not a part of the main structure.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1175 Steep slopes.

"Steep slopes" means those slopes that are equal to or greater than twenty-five percent. Steep slopes have been removed from the "buildable lands" inventory and have not been used in calculations to determine the number of acres within the urban growth boundary which are available for development.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1180 Stormwater.

"Stormwater" means the surface water runoff that results from all natural forms of precipitation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1183 Stormwater pre-treatment facility.

"Stormwater pre-treatment facility" means any structure or drainage way that is designed, constructed, and maintained to collect and filter, retain, or detain surface water run-off during and after a storm event for the purpose of water quality improvement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1185 Stormwater quantity control and quality control facilities.

"Stormwater quantity control and quality control facility" means a component of a man-made drainage feature, or features designed or constructed to perform a particular function or multiple functions, including, but not limited to, pipes, swales, ditches, culvert, street gutters, detention basins, retention basins, wet ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, and sediment basins. Stormwater facilities shall not include building gutters, downspouts and drains serving one single-family residence.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1190 Stormwater pretreatment facility.

"Stormwater pretreatment facility" means any structure or drainage way that is designed, constructed and maintained to collect and filter, retain or detain surface water runoff during and after a storm event for the purpose of water quality improvement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1195 Story.

"Story" means that part of a building between the surface of any floor and the surface of the floor next above it or if there be no floor above it, then the space between the floor and the ceiling next above it. A basement shall count as a story if the finished floor level directly above an underfloor space is more than 6 feet above grade for more than 50 percent of the total perimeter or is more than 12 feet above grade at any point.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1200 Story, half.

"Half story" means a story under a gable, hip, or gambrel roof of which the wall are not standard height.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1205 Stream.

"Stream" means areas where surface water produces a defined channel or bed, including bedrock channels, gravel beds, sand and silt beds, and defined-channel swales. The channel or bed does not have to contain water year-round. This definition is not meant to include irrigation ditches, canals, storm or surface water runoff structures, or other artificial watercourses unless they are used to convey streams naturally occurring prior to construction of such watercourses. Streams are categorized into two classes: Perennial streams and intermittent streams. Perennial stream means a stream that flows year-round during years of normal precipitation. Intermittent stream means a stream that flows only part of the year, or seasonally, during years of normal precipitation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1210 Street or road.

"Street or road" means a public or private way that is created to provide the principal means of ingress or egress for persons to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide ingress and egress to such land in conjunction with the use of such land for forestry, mining or agricultural purposes.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1215 Structure.

"Structure" means anything constructed or erected that requires location on the ground or attached to something having location on the ground.

For OCMC 17.42 "structure" means a walled and roofed building including a gas or liquid storage tank that is principally aboveground.

Utility poles and transportation facilities or any items located within a public easement or right-of-way are not considered structures within this definition.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.1220 Structural alterations.

"Structural alterations" means any change in the supporting members of a building such as bearing walls, columns, beams or girders.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1225 Subdivide land.

"Subdivide land" means to divide an area or tract of land into four or more lots within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year. Subdivide land does not include:

1. A division of land resulting from a lien foreclosure, foreclosure of a recorded contract for the sale of real property or the creation of cemetery lots;
2. An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created and where the existing unit of land reduced in size by the adjustment complies with any applicable zoning ordinance;
3. The division of land resulting from the recording of a partition;

4. A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes provided that such road or right-of-way complies with the Oregon City Comprehensive Plan, applicable state statutes, and does not create additional parcels.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1230 Subdivide.

"Subdivide" means to divide an area or tract of land into four or more lots within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1235 Subdivider.

"Subdivider" means any person who undertakes the subdividing of a parcel of land, including changes in street or lot lines, for the purpose of transfer of ownership or development.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1240 Subdivision.

"Subdivision" means an act of subdividing land.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1245 Subdivision plat.

"Subdivision plat" means and includes a final map or other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1250 Subject property.

"Subject property" means the land that is the subject of a permit application.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1255 Substantial damage.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the assessed value of the structure before the damage occurred.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1260 Substantial improvement.

"Substantial improvement" for the purpose of OCMC 17.40 means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration

of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which has been identified by the local code enforcement official and that is the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1265 Support structure.

"Support structure" means an existing building or other structure to which an antenna is or will be attached, including, but not limited to, buildings, steeples, water towers, and billboard signs. Support structures do not include support towers, buildings or structures used for residential purposes, utility poles, light standards, or light poles.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1270 Support tower.

"Support tower" means a structure designed and constructed exclusively to support a wireless communication facility or an antenna array, including, but not limited to, monopoles, lattice towers, guyed towers, and self-supporting towers.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1271 Temporary structure.

A temporary structure permitted in OCMC 17.62 or 17.54.010, excluding mobile vendors.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1275 Temporary wireless communication facility (temporary WCF).

"Temporary wireless communication facility (temporary WCF)" means any wireless communication facility that is to be placed in use for not more than sixty days, is not deployed in a permanent manner, and does not have a permanent foundation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1277 Thimble Creek Concept Plan.

The Beavercreek Road Concept Plan was renamed the Thimble Creek Concept Plan in 2020. Any reference to the Beavercreek Road Concept Plan refers to the Thimble Creek Concept Plan.

(Ord. No. 21-1006, § 1(Exh. A), 7-1-2020)

17.04.1280 Through lot.

"Through lot" means a lot having frontage on two streets that are not alleys.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1285 Title 3.

"Title 3" means that part of the Metro urban growth management functional plan which requires local governments to comply with regional regulations. Title 3 is a part of those regional regulations.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1290 Title 3 wetlands.

"Title 3 "wetlands" means wetlands of Metropolitan concern as shown on the Metro water quality and flood management area map and other wetlands added to city or county adopted water quality and flood management area maps consistent with the criteria in OCMC 17.49.090.D. Title 3 wetlands do not include artificially constructed and managed stormwater and water quality treatment facilities.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1295 Toe.

"Toe" of slope means the point of curvature where the ground surface flattens from a descending slope.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1300 Top of bank.

"Top of bank" means the same as "bankfull stage."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1301 Townhouse or townhome.

"Townhouse" or "townhome" means a dwelling unit that is part of a row of two or more attached dwelling units, where each unit is located on an individual lot and shares at least one common wall with an adjacent dwelling unit.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1302 Townhouse project.

"Townhouse project " means one or more townhouse structures constructed, or proposed to be constructed, together with the development site where the land has been divided, or is proposed to be divided, to reflect the Townhouse property lines and any commonly owned property.

17.04.1303 Tract.

"Tract" means a piece of land created and designated as part of a land division that is not a lot, lot of record, or a public right-of-way.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1305 Transit stop.

"Transit stop" means any posted bus, light rail or other mass transit stop.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1310 Transit street.

"Transit street" means any street identified as an existing or planned bus, rail or mass transit route by a transit agency or a street on which transit operates.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1312 Transportation facilities.

"Transportation facilities" shall include construction, operation, and maintenance of travel lanes, bike lanes and facilities, curbs, gutters, drainage facilities, sidewalks, transit stops, landscaping, and related improvements located within rights-of-way controlled by a public agency, consistent with the city's transportation system plan.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1315 Tree.

"Tree" means a living standing woody plant having a trunk six inches in diameter or nineteen inches in circumference or more at a point four and one-half feet above mean ground level at the base of the tree.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1320 Tree, buffer.

"Buffer tree" means an evergreen or deciduous tree that has been approved as part of a buffering and/or screening plan.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1325 Tree caliper.

"Tree caliper" means an ANSI (American National Standards Institute) standard for the measurement of nursery trees. For trees up to six inches in diameter, caliper is measured at six inches above the ground level. Trees that a seven to twelve-inch caliper are measured at twelve inches above the ground. For nursery stock above twelve inches in diameter, a DBH measurement is used (see Tree, Diameter at Breast Height).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1330 Tree, clear cutting.

See "Clear cutting."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1335 Tree, critical root zone.

"Tree, critical root zone" means the rooting area of a tree, within the tree's dripline, which if injured or otherwise disturbed is likely to affect a tree's chance for survival.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1340 Tree, diameter at breast height (DBH).

"Tree, diameter at breast height (DBH)" means a measurement of the trunk or stem diameter of a mature tree at a height 4.5 feet above the ground level at the base of the tree. Trees growing on slopes are measured at the mid-point between the up-slope and down-slope sides (see trees, regulated).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1345 Tree dripline.

"Tree dripline" means an imaginary line along the ground that reflects the perimeter of the crown of a tree extended vertically to the ground. The dripline radius is typically measured at approximately one foot away from the trunk of the tree for each inch of tree diameter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1350 Tree, established.

A public or street tree which has been properly planted and maintained in an approved location pursuant to accepted city standards, and which is not diseased, dying or hazardous.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1355 Tree, grove/tree group.

"Tree, grove/tree group" means a stand of more than one tree separated by no more than twenty feet.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1360 Tree, diseased.

"Diseased tree" means a tree that has a naturally occurring disease that is expected to kill the tree, or which harbors communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees as determined by a certified arborist, forester or horticulturist.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1363 Tree, hazardous.

"Hazardous tree" means a tree that presents a significant risk to life or property as determined by a certified arborist, forester, or horticulturalist. An otherwise healthy tree that may become a hazard to a proposed future development shall not be considered a hazardous tree. Hazardous trees may include, but are not limited to dead, diseased, broken, split, cracked, leaning, and uprooted trees. A tree harboring communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees may also be identified as a hazardous tree.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1365 Tree (or grove), heritage.

(Also commonly known as a "heritage tree" or "grove.")

"Heritage tree" or "grove" means a tree or group of trees that have been designated by the city as having unique importance, and subject to the heritage tree regulations of OCMC 12.08.050. Where a grouping of two or more heritage trees is separated by no more than twenty feet on a property or properties, the term heritage grove may be used.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1370 Tree, imminent hazard.

"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.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1375 Tree lawn.

See the definition of "planter strip".

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1380 Tree (or grove), native.

"Native tree" or "grove" refers to a regulated native tree or groves of trees that are found on the Oregon City Native Plant List. Significant native trees are those that contribute to the landscape character of the area and include Douglas fir, cedar, redwood, sequoia, oak, ash, birch, and maple. Significant native trees are typically suitable for retention next to streets and are not of a species that would likely create a public nuisance, hazard, or maintenance problem.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1385 Tree, ornamental.

"Ornamental tree" means for purposes of tree removal, any tree (including shade trees) that originated as nursery stock as opposed to native trees that originated at the site prior to development.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1390 Tree, parking lot.

"Parking lot tree" means a tree the location and variety of which was approved as part of a parking lot plan through the site plan and design review process.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1395 Tree, perimeter.

"Tree, perimeter" means a tree located within five feet of an adjacent property line.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1400 Tree protection plan.

"Tree protection plan" means a detailed description of how trees intended to remain after development will be protected and maintained.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1405 Tree pruning.

"Tree pruning" means the prudent and judicious maintenance of trees through cutting out of branches, water sprouts, suckers, twigs, or branches. Major pruning entails the cutting out of branches three inches in diameter or greater. Major pruning also includes root pruning and cutting out branches and limbs constituting more than twenty percent of the trees foliage bearing area. Minor pruning includes removal of deadwood and pruning less than twenty percent of the tree's foliage bearing area.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1410 Tree, public.

"Public tree" means a tree or trees within a public park, greenway, or other property owned by a governmental agency or dedicated to the public use. Street trees located in the public right-of-way are considered public trees.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1415 Tree, (or grove) regulated.

"Regulated tree or grove" means trees and groves located on development properties undergoing land use review which are subject to the tree protection provisions of OCMC 17.41. Street trees, buffer trees, and parking lot trees of any size, as well as heritage trees and groves, may fall under the general category of "regulated" or protected trees.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1420 Tree removal.

"Tree removal" means to cut down a tree or remove all or fifty percent or more of the crown, trunk, or root system of a tree; or to damage a tree so as to cause the tree to decline or die. "Removal" includes but is not limited to sever crown reduction (topping), damage inflicted upon a root system by application of toxic substances, operation of equipment and vehicles, storage of materials, change of natural grade due to unapproved excavation or filling, or unapproved alteration of natural physical conditions. "Removal" does not include normal and prudent trimming or pruning of trees.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1425 Tree, street.

"Street tree" means any tree located in a public right-of-way, including streets and publicly dedicated alleys. For the purposes of this chapter, street right-of-way includes the area between the edge of pavement, edge of gravel or face of curb and the property line, depending on the circumstances.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1430 Tree, severe crown reduction.

"Tree, severe crown reduction" means the specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree's crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not a form of pruning. (Also known as tree topping.)

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1435 Tree topping.

See "Severe Crown Reduction."

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1437 Tributary.

"Tributary" means a stream, regardless of size or water volume, that flows into or joins another stream. The point where two tributaries meet is called a confluence.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1438 Triplex.

"Triplex " means three attached dwelling units on a lot, or, where permitted, three detached dwelling units on a lot.

17.04.1440 Undevelopable area.

"Undevelopable area" means an area that cannot be used practicably for a habitable structure because of natural conditions, such as severe topographic relief, water bodies, or conditions that isolate one portion of a property from another portion so that access is not practicable to the unbuildable portion; or man-made conditions, such as existing development which isolates a portion of the site and prevents its further development; setbacks or development restrictions that prohibit development of a given area of a lot by law or private agreement; or existence or absence of easements or access rights that prevent development of a given area.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1445 Use.

"Use" means the purpose that land, or a building or a structure now serves or for which is occupied, maintained, arranged or designed.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1450 Utility facilities.

"Utility facilities" means buildings, features or any constructed portion of a system which provides for the production, transmission, conveyance, delivery or furnishing of services including, but not limited to, heat, light, water, power, natural gas, sanitary sewer, stormwater, telephone and cable television. Utility facilities do not include stormwater pretreatment facilities.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.1455 Utility pole placement/replacement.

"Utility pole placement/replacement" means placement of antennas or antenna arrays on existing or replaced features such as utility poles, light standards, and light poles for streets and parking lots.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.04.1458 Vanpool.

"Vanpool" means a group of five or more commuters, including the driver, who share the ride to and from work, school or other destination on a regularly scheduled basis.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1460 Variance.

"Variance" means a grant of relief from the requirements of OCMC 16 or 17, which permit construction in a manner that would otherwise be prohibited.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1465 Vegetated corridor.

"Vegetated corridor" means the area of setback between the top of bank of a protected water feature and the delineated edge of the water quality resource area as defined in OCMC Table 17.49-1 of this chapter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1470 Visible or measurable erosion.

"Visible or measurable erosion" includes, but is not limited to:

1. Deposits of mud, dirt, sediment or similar material exceeding one-half cubic foot in volume on public or private streets, adjacent property, or onto the storm and surface water system, either by direct deposit, dropping discharge, or as a result of the action of erosion.
2. Evidence of concentrated flows of water over bare soils; turbid or sediment laden flows; or evidence of on-site erosion such as rivulets on bare soil slopes, where the flow of water is not filtered or captured on the site.
3. Earth slides, mudflows, earth sloughing, or other earth movement that leaves the property.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1475 Watercourse.

"Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently, and if the latter, with some degree of regularity. Such flow must be in a definite direction.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1480 Water dependent.

"Water dependent" means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1485 Water quality resource areas.

"Water quality resource areas" means vegetated corridors and the adjacent protected water feature as established by OCMC 17.49.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1490 Watershed.

"Watershed" means a geographic unit defined by the flows of rainwater or snowmelt. All land in a watershed drains to a common outlet, such as a stream, lake or wetland.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1495 Wetlands.

"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support and, under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes,

bogs and similar areas. Wetlands are those areas identified and delineated by a qualified wetland specialist as set forth in the 1987 Corps of Engineers Wetland Delineation Manual.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1500 Wireless communications.

"Wireless communications" means any personal wireless services as defined by the Federal Telecommunications Act of 1996 as amended, including but not limited to cellular, personal communications services, specialized mobile radio, enhanced specialized mobile radio, paging, similar Federal Communications Commission-licensed commercial wireless telecommunications services, and wireless telecommunications services for public safety that currently exist or that may be developed in the future.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1505 Wireless communications facility (WCF).

"Wireless communications facility (WCF)" means any un-staffed facility for the transmission and/or reception of radio frequency signals, which includes, but is not limited to, all auxiliary support equipment, any support tower or structure used to achieve the necessary elevation for the antenna, transmission and reception cabling and devices, and all antenna arrays.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1510 Yard.

"Yard" means an open space other than a court on the same lot with a building unoccupied or unobstructed from the ground upward except for usual building projections as permitted by this title.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1515 Yard, front.

"Front yard" means a yard extending the full width of the lot, the depth of which is the minimum distance from the front lot line to the main building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1520 Yard, rear.

"Rear yard" means a yard extending the full width of the lot, the depth of which is the minimum distance from the rear lot line to the main building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1525 Yard, side.

"Side yard" means a yard extending from the front yard to the rear yard along the side of the main building. The width of such yard is the minimum distance from the side lot line to the main building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1530 Yard, side, corner.

"Corner side yard" means a yard lot located on a corner which extends from the front yard to the rear yard along the side of the main building. The width of such yard is the minimum distance from the side lot line abutting the street to the main building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.1535 Yard, side, interior.

"Interior side yard" means a yard extending from the front yard to the rear yard along the side of the main building. The width of such yard is the minimum distance from the side lot line not abutting the street to the main building.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.42.160 Flood management area standards.

A. Uses Permitted Outright:

1. Excavation and fill required to plant any new trees or vegetation.
2. Restoration or enhancement of floodplains, riparian areas, wetland, upland and streams that meet federal and state standards provided that any restoration project which encroaches on the floodway complies with the requirements of Section 17.42.190 (Floodways).

B. Provisional Uses.

1. All uses allowed in the base zone or existing flood hazard overlay zone are allowed in the flood management overlay district subject to compliance with the development standards of this section.

C. Prohibited Uses.

1. Any use prohibited in the base zone;
2. Uncontained areas of hazardous materials as defined by the Department of Environmental Quality.

D. Site Development Standards. All development in the floodplain shall conform to the following balanced cut and fill standards:

1. This subsection does not apply to work necessary to protect, repair, maintain or replace existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements in response to emergencies provided that, after the emergency has passed, adverse impacts are mitigated in accordance with applicable standards.
2. No net fill in any floodplain is allowed. All fill placed in a floodplain shall be balanced with at least an equal amount of soil material removed. For the purpose of calculating net fill, fill shall include any structure below the design flood elevation that has been floodproofed pursuant to subsection (E)(5) of this section.
3. Any excavation below bankfull stage shall not count toward compensating for fill.
4. Excavation to balance a fill shall be located on the same parcel as the fill unless it is not practicable to do so. In such cases, the excavation shall be located in the same Oregon City floodplain, so long as the proposed excavation and fill will not increase flood impacts for surrounding properties as determined through hydrologic and hydraulic analysis.
5. For excavated areas identified by the city to remain dry in the summer, such as parks or mowed areas, the lowest elevation of the excavated area shall be at least six inches above the winter "low water" elevation, and sloped at a minimum of two percent towards the protected water feature pursuant to Chapter 17.49. One percent slopes will be allowed in smaller areas.
6. For excavated areas identified by the city to remain wet in the summer, such as a constructed wetland, the grade shall be designed not to drain into the protected water feature pursuant to Chapter 17.49.
7. Parking areas in the floodplain shall be accompanied by signs that inform the public that the parking area is located in a flood management area and that care should be taken when the potential for flooding exists.
8. Temporary fills permitted during construction shall be removed at the end of construction, thirty days after subdivision acceptance or completion of the final inspection.
9. New culverts, stream crossings and transportation projects shall be designed as balanced cut and fill projects or designed not to significantly raise the design flood elevation. Such projects shall be designed to minimize the area of fill in flood management areas and to minimize erosive velocities.

Stream crossings shall be as close to perpendicular to the stream as practicable. Bridges shall be used instead of culverts wherever practicable.

10. Excavation and fill required for the construction of detention facilities or structures, and other facilities, such as levees, specifically shall be designed to reduce or mitigate flood impacts and improve water quality. Levees shall not be used to create vacant buildable lands.

E. Construction Standards.

1. Anchoring.

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movements and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebooks for additional techniques).

2. Construction Materials and Methods.

- a. All new construction, substantial improvements, and substantial flood damage restoration for residential and non-residential buildings, including manufactured homes in subdivisions and manufactured home parks, subject to this Chapter shall follow this section.
- b. All construction considered herein shall be constructed with materials and utility equipment resistant to flood damage.
- c. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- d. "Machinery and Equipment" (electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities), other than specially designed equipment, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Residential Machinery and Equipment shall be elevated to at least the base flood elevation plus one foot. Machinery and Equipment may be placed below the base flood elevation if floodproofed to the base flood elevation. Locating Machinery and Equipment below one foot above base flood elevation is permitted provided that the machinery and equipment is designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation.. Specially designed equipment (e.g. elevator components) may be located below one foot above base flood elevation.

3. Utilities.

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Residential Construction.

- a. New construction, substantial improvements, and substantial flood damage restoration of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation referred to as the design flood elevation.
 - b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless they are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - ii. The bottom of all openings shall be no higher than one foot above grade.
 - iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - c. Manufactured Homes. The following standards apply to all manufactured homes to be placed, substantially improved, or restored after substantial flood damage on sites within Flood Hazard Overlay District. When manufactured homes in a subdivision or mobile home park are installed in flood hazard areas, they shall be elevated such that the lowest finished floor is at least one foot above base flood elevation; and, anchored according to the Oregon Residential Specialty Code.
5. Nonresidential Construction.
- a. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above base flood elevation; or, together with attendant utility and sanitary facilities, shall:
 - i. Be floodproofed so that below the design flood level the structure is watertight with walls substantially impermeable to the passage of water provided that the requirements of subsection D.2. of this section are met;
 - ii. Have structured components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 17.42.110B.;
 - iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection E.4.b. of this section; and
 - v. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the design flood level will be rated as one foot below that level).
- F. Recreational Vehicles. Recreational vehicles placed on sites within Zones A1-30, AH and AE as shown on the flood insurance rate map shall:

1. Be on-site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
 2. Meet the requirements of subsection E.6. of this section and the elevation and anchoring requirements for manufactured homes.
- G. Below Grade Crawlspaces. Below grade crawlspaces are allowed subject to the following standards. It should be noted that there are potential increased charges to personal insurance costs for below grade crawlspaces.
1. The building shall be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and effects of buoyancy can usually be addressed through the required openings stated in subsection 2. below. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer. Other types of foundations are recommended for these areas.
 2. The crawlspace is an enclosed area below the base flood elevation (BFE) and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one foot above the lowest adjacent exterior grade.
 3. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
 4. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodways cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
 5. The interior grade of a crawlspace below the BFE must not be more than two feet below the lowest adjacent exterior grade.
 6. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point. The height limitations is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.
 7. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles or gravel or crushed stone drainage by gravity or mechanical means.
 8. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace. For areas with floodwater velocities in excess of five feet per second, below grade crawlspaces are prohibited.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 10-1003, § 1(Exh. 1), 7-7-2010)

Legislative Update Revisions to Oregon City Municipal Code 17.04 and 17.42

July 25, 2022



GLUA 22-00018/LEG 22- 00002

Flood Overlay Management District Code Amendments

Process

- Legislative Type IV Process
- Public Hearings
 - Planning & City Commissions
 - Number of hearings at discretion of each hearings body
- Disclosures of exparte conversations **is not** require in Legislative process, disclosures of conflict of interest **is** required.
- No public comment receive to date.

Proposal

- Request from the Federal Emergency Management Agency (FEMA) as part of Oregon City's Community Rating System (CRS) Program review.
- These code changes do not further restrict the ability to complete development in the floodplain.
- If the City does not approve and implement these code changes, the City will lose its status as a CRS community, and insurance discounts will no longer be available.



Revisions to Oregon City Municipal Code
17.04 and 17.42

Federal Emergency Management Agency (FEMA)

- Community Rating System (CRS) Program
- City Eligibility October 1, 2003
- Annual Reports
- 5-Year Certifications
- Rating System 1-10.
- Existing City Rating = 8
- Anticipated City Rating = 6



Revisions to Oregon City Municipal Code 17.04 and 17.42

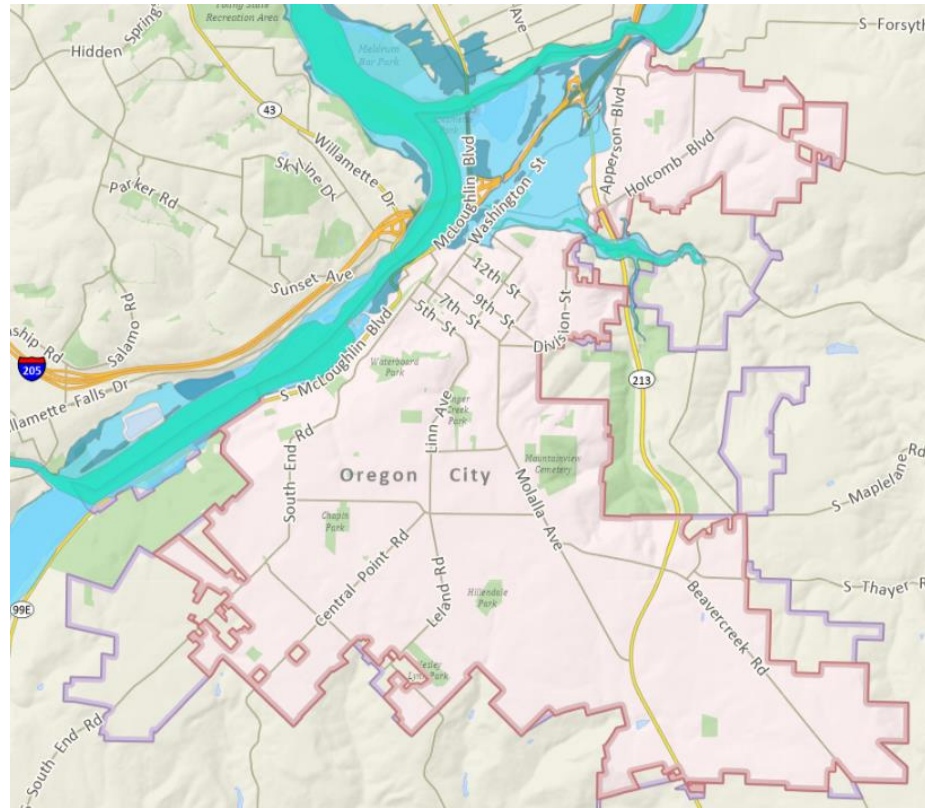
Code Changes

- 17.04 – Definitions
 - Machinery and Equipment
 - 17.42 – Flood Management Overlay District
 - Inclusion of Manufactured Homes
 - Inclusion of Machinery and Equipment
-
- Last update Ordinance 10-1003
 - These changes are by request of FEMA. The City already administers code in this way.



Revisions to Oregon City Municipal Code 17.04 and 17.42

Floodplain Overlay Zone



Revisions to Oregon City Municipal Code 17.04 and 17.42

Community Rating System

How much discount property owners in your community can get

Rate Class	Discount for SFHA*	Discount for Non-SFHA**	Credit Points Required
1	45%	10%	4,500 +
2	40%	10%	4,000–4,499
3	35%	10%	3,500–3,999
4	30%	10%	3,500–3,499
5	25%	10%	3,000–2,999
6	20%	10%	2,500–2,499
7	15%	5%	1,500–1,999
8	10%	5%	1,000–1,499
9	5%	5%	500–999
10	0	0	0–499

* Special Flood Hazard Area

** Preferred Risk Policies are available only in B, C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AR and A99 are limited to a 5% discount. Premium reductions are subject to change.



Revisions to Oregon City Municipal Code 17.04 and 17.42 and the CRS Program

Community Rating System

- Impact

- 215 Parcels located in the 100 year floodplain (Special Flood Hazard Area)
 - 20% insurance discount (10% increase)
- All other Oregon City parcels (Zone X)
 - 10% insurance discount (5% increase)



Revisions to Oregon City Municipal Code
17.04 and 17.42 and the CRS Program

Questions?



Revisions to Oregon City Municipal Code
17.04 and 17.42 and the CRS Program



LEGISLATIVE STAFF REPORT AND RECOMMENDATION

A preliminary analysis of the applicable approval criteria for a legislative proposal is enclosed within the following report.

July 26, 2022

HEARING DATE: July 25, 2022 - Planning Commission

FILE NUMBER: LEG-22-00002

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: City of Oregon City, c/o Public Works Development Department
Po Box 3040, Oregon City, OR 97045
Josh Wheeler, Assistant City Engineer

REQUEST: Amendments to Chapter 17.04.020 -Definition and Chapter 17.42 Flood Management Overlay District of the Oregon City Municipal Code

LOCATION(S): Properties located in the Flood Management Overlay District

I. BACKGROUND:

File No. LEG-22-00002 amends Chapter 17.04.020 -Definition and Chapter 17.42 Flood Management Overlay District of the Oregon City Municipal Code

The Oregon City Public Works Department requests the adoption of an ordinance to revise Oregon City Municipal Code sections 17.04 and 17.42.

The request for code changes is made due to a request from the Federal Emergency Management Agency (FEMA) in conjunction with their Community Rating System (CRS) Program, of which the City is a participant.

The CRS Program, if participated in by a governmental jurisdiction, requires insurance companies to provide floodplain insurance to those properties located within the floodplain at a discount. The program rating ranges from 1 to 10. The City is currently an 8 and hopes to obtain a 6 as part of the 5-year certification. A rating of 8 provides a 10% discount in insurance. A rating of 6 provides a 20% discount on insurance. To receive these discounts, a property must be mapped by FEMA as a Special Flood Hazard Area (SFHA). Non-SFHA properties which lie in an area designated as B, C, and X where

minimal flooding occurs will be eligible for half of the SFHA discount (or 5 and 10%, respectively). Non-SFHA properties can obtain Preferred Risk Policies.

The City entered the CRS program on October 1, 2003. This program allows those that own property within a floodplain to receive floodplain insurance at a discounted rate. The City updated its codes in 2010 when FEMA requested updated codes to meet new Federal requirements to remain in the CRS program. These were adopted as Ordinance 10-1003. Other sections of the Code were also updated unrelated to FEMA within that ordinance.

The City is currently undergoing its 5-year review with FEMA to maintain or improve the CRS rating. During the review, FEMA has asked for additional revisions to the City's floodplain code (OCMC 17.42).

The changes include adding a criterion concerning the construction of 'manufactured homes' within a floodplain and the application of floodplain to 'machinery and equipment'. The FEMA reviewer states that the criteria is unclear in Oregon City Municipal Code and has requested additional language to clarify how manufactured homes, machinery, and equipment are handled in floodplain zones. By making changes to OCMC 17.42, changes to the definitions in OCMC 17.04 were also needed.

The update to the Code is a pre-requisite to remain in the CRS program. If the City is able to improve its rating, an additional reduction in insurance rate will also be realized by property owners with property located within the floodplain.

Lastly, a change in FEMA regulations also will allow CRS communities to provide an insurance discount to those properties outside of a mapped Special Flood Hazard Area (SFHA) that wish to obtain flood insurance that meet certain criteria.

Who is affected by this regulation?

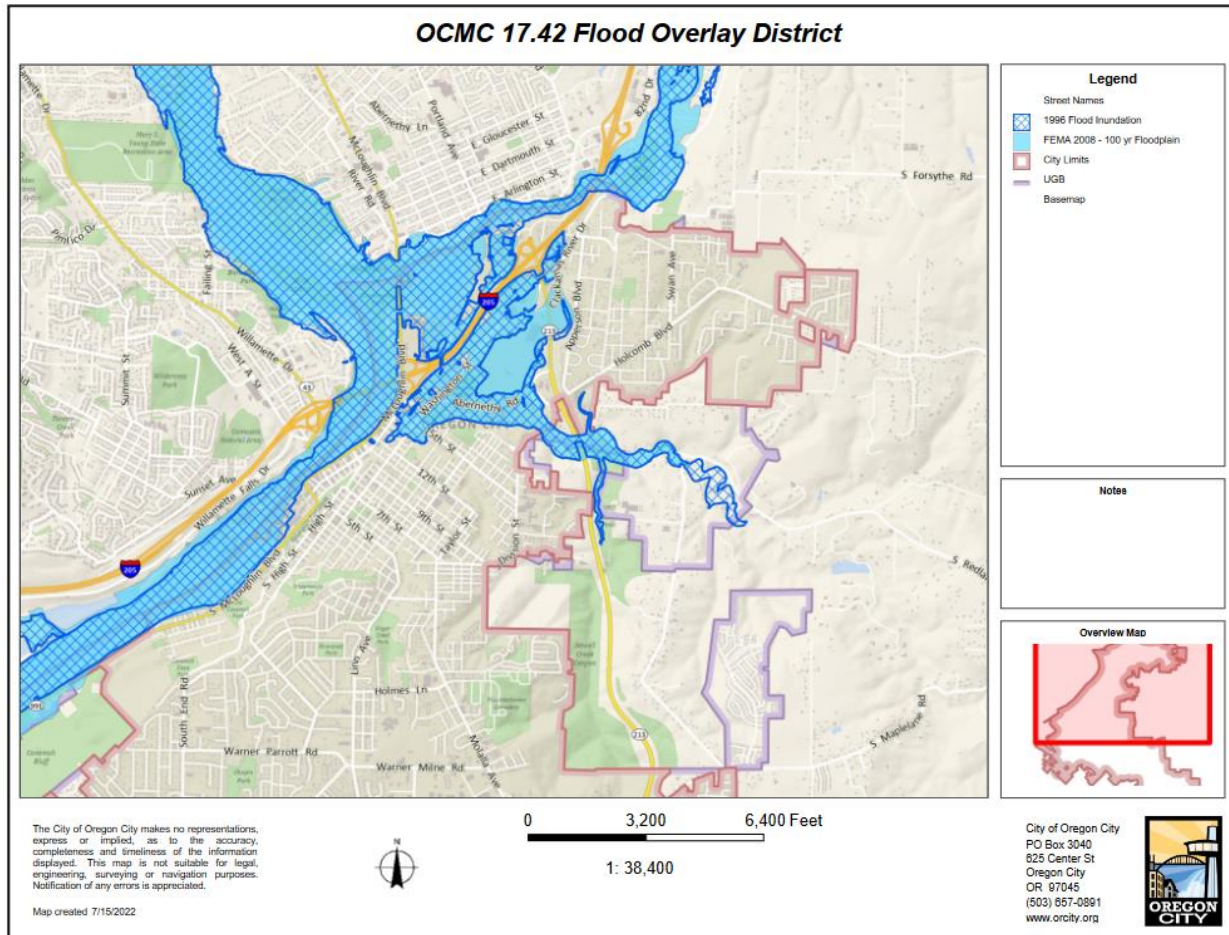
Properties located within the Flood Overlay Management District

Do the proposed code revisions change existing city policy or further restrict what can be built on properties located in the flood overlay district?

The code changes proposed by this application enhance the Code with language that FEMA feels is more clear than the existing language in the Code; however, the City has been implementing the same floodplain standards for several years. These code changes will not affect the implementation of floodplain regulations or require anything different than what was previously needed. A property in the floodplain will be required to follow regulations and complete elevation certificates and will be eligible for insurance discounts. These code changes do not further restrict the ability to complete development in the floodplain.

What will occur if the City does not adopt the proposed revisions?

If the City does not approve and implement these code changes, the City will lose its status as a CRS community, and insurance discounts will no longer be available.



PROCESS

Adoption of the code amendments is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission following public hearings.

SUMMARY OF CODE AMENDMENTS

Revisions to Chapter 17.04 Definitions

17.04.295 Design flood elevation.

"Design flood elevation" means an elevation that is a minimum of twelve inches greater than the base flood elevation as defined by FEMA (Federal Emergency Management Agency). It can also be referred to as the elevation of the highest flood (generally the base flood elevation including freeboard) that a retrofitting method is designed to protect against. It can also be referred to as the Flood Protection Elevation.

17.04.709 Machinery and Equipment.

"Machinery and Equipment" means electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities.

Revisions to Chapter 17.42 Flood Management Overlay District.

Chapter 17.42.160 E Construction Standards

E. Construction Standards.

1. Anchoring.

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movements and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebooks for additional techniques).

2. Construction Materials and Methods.

- a. All new construction, substantial improvements, and substantial flood damage restoration for residential and non-residential buildings, including manufactured homes in subdivisions and manufactured home parks, subject to this Chapter shall follow this section.
- b. All construction considered herein shall be constructed with materials and utility equipment resistant to flood damage.
- c. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- d. "Machinery and Equipment" (electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities), other than specially designed equipment, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Residential Machinery and Equipment shall be elevated to at least the base flood elevation plus one foot. Machinery and equipment may be placed below the base flood elevation if floodproofed to the base flood elevation. Locating Machinery and Equipment below one foot above base flood elevation is permitted provided that the machinery and equipment is designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation.. Specially designed equipment (e.g. elevator components) may be located below one foot above base flood elevation.

3. Utilities.

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.

- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Residential Construction.

- a. New construction, substantial improvements, and substantial flood damage restoration of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation referred to as the design flood elevation.
- b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless they are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - ii. The bottom of all openings shall be no higher than one foot above grade.
 - iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- c. Manufactured Homes. The following standards apply to all manufactured homes to be placed, substantially improved, or restored after substantial flood damage on sites within Flood Hazard Overlay District. When manufactured homes in a subdivision or mobile home park are installed in flood hazard areas, they shall be elevated such that the lowest finished floor is at least one foot above base flood elevation; and, anchored according to the Oregon Residential Specialty Code.

5. Nonresidential Construction.

- a. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above base flood elevation; or, together with attendant utility and sanitary facilities, shall:
 - i. Be floodproofed so that below the design flood level the structure is watertight with walls substantially impermeable to the passage of water provided that the requirements of subsection D.2. of this section are met;
 - ii. Have structured components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 17.42.110B.;
 - iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection E.4.b. of this section; and
 - v. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the design flood level will be rated as one foot below that level).

The Legislative Process as it relates to the Oregon City Comprehensive Plan

The applicable approval criteria for a legislative action are set forth in the applicable goals and policies of the Oregon City Comprehensive Plan, and any applicable statewide planning goals.

Section 2 – *Land Use* of the 2004 Oregon City Comprehensive Plan indicates that the regular review and updated of the Comprehensive Plan should consider the following:

1. Plan implementation process.
2. Adequacy of the Plan to guide land use actions, including an examination of trends.
3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.
4. Addition of updated factual information including that made available to the City of regional, state and federal governmental agencies.

Oregon City Comprehensive Plan (P.16)

Regular Review and Update

Plan maintenance and updating is a continuous technical review of the Plan by the Planning staff. This review and any subsequent recommendations for Plan updating should be presented to the Neighborhood Associations, Planning Commission and City Commission for input and discussion in the same manner as requested Plan changes. The continuous review should consider:

1. Plan implementation process;

Staff presented the amendments to the Citizen Involvement Committee on June 6, 2022

The first evidentiary public hearing for the proposed amendments will be held with the Planning Commission and will follow the notice procedures for a legislative action per OCMC 17.50. The City Commission public hearing will be scheduled once the Planning Commission has completed its review and provided a recommendation on the proposed amendments.

The Department of Land Conservation and Development was notified as required by ORS 197.610 – 197.625. The Staff Report will be made available at least seven days prior to the public hearing, and the application will be processed according to the Legislative Hearing Process as required under Oregon City Municipal Code 17.50.170. Implementation of the Plan is discussed further in Criterion 2.

2. Adequacy of the Plan to guide land use actions, including an examination of trends.

The proposed code amendments are a response to the community's desire to protect public safety and welfare through the Flood Overlay Management District

3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.

The City has been a participant in the CRS program since 2003. This program balances community desire for natural hazard protection and mitigation with an individual property's ability to develop. The additional regulations for this program are also met with a reduced FEMA flood insurance rate.

4. Addition of updated factual information including that made available to the City by regional, state and federal governmental agencies.

The request for code revisions is made due to a request from the Federal Emergency Management Agency (FEMA) in conjunction with their Community Rating System (CRS) Program, of which the City is a participant.

Public Notice and Comments

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director provided the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development on June 9, 2022. Notice of the June 25, 2022 hearing was sent to all property owners and residents in the Flood Management Overlay District and other agency staff. No Public comments have been received for this proposal.

II. DECISION-MAKING CRITERIA

The remainder of this staff report provides additional findings to demonstrate that the proposed annexation code amendments are consistent with applicable approval criteria.

CHAPTER 17.68 ZONING CHANGES AND COMPREHENSIVE PLAN AMENDMENTS

17.68.010 - Initiation of the amendment.

A text amendment to the Comprehensive Plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Applicant's Response: The Oregon City Public Works Department has made a Land Use Application on June 6, 2022 to the Planning Division.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

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

Complies: The proposed change to Oregon City Municipal Code 17.04 and 17.42 will be consistent with the applicable goals and policies of the comprehensive Plan as detailed further in this report.

- B. That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed by the zone or plan*

amendment, or can be made available prior to issuing a certificate of occupancy. Service shall be sufficient to support the range of uses and development allowed by the zone or plan amendment;

Complies: The proposed change to Oregon City Municipal Code 17.04 and 17.42 does not impact existing or future uses or utilities serving the City. The changes are proposed as directed by FEMA; however, the City, through its Building Division and Public Works Department, has already implemented the Floodplain Overlay Zone to manufactured homes and areas of a building that contain machinery and equipment based on State building codes.

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

Complies: The proposed change to Oregon City Municipal Code 17.04 and 17.42 does not impact existing or future functions, capacity, or level of service of the Transportation System serving the City. Clarifications of Code relate to Buildings, not the transportation system; therefore, this criteria is not applicable.

D. Statewide planning goals shall be addressed if the comprehensive Plan does not contain specific policies or provisions which control the amendment.

Complies: The proposed change to Oregon City Municipal Code 17.04 and 17.42 will be consistent with the applicable goals and policies of the comprehensive Plan and statewide planning goals as detailed further in this report.

17.68.025 - Zoning for land annexed into the City.

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

Complies: No zoning change is proposed by the proposed code amendments; therefore, this criteria is not applicable.

17.68.040 - Approval by the Commission.

If the Planning Commission finds that the request or application for an amendment, or change, complies with the criteria of OCMC 17.68.020, it shall forward its findings and recommendation to the City Commission for action thereon by that body.

Complies: The Oregon City Public Works Department respectfully request the Planning Commission to provide a positive recommendation to the City Commission for code adoption.

17.68.050 - Conditions.

In granting a change in zoning classification to any property, the Commission may attach such conditions and requirements to the zone change as the Commission deems necessary in the public interest and such conditions and restrictions shall thereafter apply to the zone change or map amendment.

Complies: No zoning change is proposed by the proposed code amendments; therefore, this criteria is not applicable.

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

Goal 1: Citizen Involvement

Goal 1.1 – Citizen Involvement Program

Policy 1.1.1 Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.

Goal 1.4 – Community Involvement

Policy 1.4.1 Notify citizens about community involvement opportunities when they occur.

Finding: This proposal makes no changes to the City's citizen involvement program or public notification procedures. Residents and taxpayers within the Flood Management Overlay District and within 300 feet of the proposed received public notice of the code changes. The public process that led to the legislative file included community engagement, as described in this staff report.

Section 1: Citizen Involvement

Goal 1.1 Citizen Involvement Program

Implement a Citizen Involvement Program that will provide an active and systematic process for citizen participation in all phases of the land-use decision-making process to enable citizens to consider and act upon a broad range of issues affecting the livability, community sustainability, and quality of neighborhoods and the community as a whole.

The Oregon City Public Works Department presented to the Citizen Involvement Committee on June 6, 2022 to meet Goal 1.1.

Policy 1.1.1

Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.

The Oregon City Public Works Department presented to the Citizen Involvement Committee on June 6, 2022 to meet Goal 1.1.

Goal 1.2 Community and Comprehensive Planning

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

Policy 1.2.1

Encourage citizens to participate in appropriate government functions and land-use planning.

Policy 1.2.1

Encourage development and refinement of CIC and neighborhood association bylaws that will govern the groups' formation and operations.

The Oregon City Public Works Department presented to the Citizen Involvement Committee on June 6, 2022 to meet Goal 1.1.

Goal 1.3 Community Education

Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.

Policy 1.3.1

Encourage training of volunteers involved with the CIC and neighborhood associations.

The Oregon City Public Works Department presented to the Citizen Involvement Committee on June 6, 2022 to meet Goal 1.1. The Oregon City Public Works Department also provides educational brochures at City Hall and at the Operations Building. Once Code is adopted and the City receives its new 5-year rating, the City will be providing public notice through use of the website, social media, and direct mailings to those owning properties within the floodplain.

Goal 1.4 Community Involvement

Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

The Oregon City Public Works Department presented to the Citizen Involvement Committee on June 6, 2022 to meet Goal 1.1. The Oregon City Public Works Department also provides educational brochures at City Hall and at the Operations Building. Once the Code is adopted and the City receives its new 5-year rating, the City will be providing public notice through the website, social media, and direct mailings to those owning properties within the floodplain.

Section 2: Land Use**Goal 2.1 Efficient Use of Land**

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

The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions. Land will not be further regulated as part of the proposed code amendments; however, through the CRS 5-year certification process, various procedures are being improved to ensure proper documentation by each department occurs on an annual basis.

Goal 2.2 Downtown Oregon City

Develop the Downtown area, which includes the Historic Downtown Area, the "north end" of the Downtown, Clackamette Cove, and the End of the Oregon Trail area, as a quality place for shopping, living, working, cultural and recreational activities, and social interaction. Provide walkways for pedestrian and bicycle traffic, preserve views of Willamette Falls and the Willamette River, and preserve the natural amenities of the area.

The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions. The downtown area will not be further regulated as part of the proposed code amendments; however, through the CRS 5-year certification process, various procedures are being improved to ensure proper documentation by each department occurs on an annual basis.

Goal 2.7 Oregon City Comprehensive Plan Land-Use Map

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

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

- Low Density Residential (LR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Commercial (C)
- Mixed Use Corridor (MUC)
- Mixed Use Employment (MUE)
- Mixed Use Downtown (MUD)
- Industrial (I)
- Public and Quasi-Public (QP)
- Parks (P)
- Future Urban Holding (FUH)

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposal will maintain the existing Oregon City Land Use Map as the official long range planning guide for land use development of the City by types, density and location (Goal 2.7).

Goal 5.4 Natural Resources

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

The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions. Natural Resources will not be further regulated as part of the proposed code amendments; however, through the CRS 5-year certification process, various procedures are being improved to ensure proper documentation by each department occurs on an annual basis.

Section 7: Natural Hazards

Flooding

Most flooding in Oregon City is the result of overflows of one or more of its three major streams—the Willamette River, Clackamas River, and Abernethy Creek—although localized, minor flooding can occur during storms. Flooding is most likely between October and April and generally results from a series of heavy rainfall events that can be aggravated, as in 1964 and 1996, by concurrent snowmelt in the watershed.

Because the Willamette River is influenced by tidal height nearly to the base of the falls, flooding at the confluence of the Clackamas and Willamette rivers and Abernethy Creek can be exacerbated by high river levels caused by high winter tides and storm surge on the coast. Areas associated with the Willamette and Clackamas rivers and Abernethy Creek that are subject to flooding have been mapped and are shown in the Oregon City Hazard Mitigation Plan (1998).....

In 1999, Oregon City adopted a Flood Management Overlay District as part of the City of Oregon City Municipal Code. An overlay district is an area that contains a specific resource or potential hazard and is subject to regulations related to the resource or hazard. Examples are historic areas and floodplains. The

purpose of a Flood Management Overlay District is to minimize public and private losses due to flooding through a variety of means.

Areas in the Flood Management Overlay District are within the 100-year floodplain, flood areas, and floodways as shown on the Federal Emergency Management Agency flood insurance maps, including areas of special flood hazard delineated in 1979 and the area inundated by the 1996 flood and have physical or documented evidence of flooding based on aerial photographs of the 1996 flooding and/or the water quality and flood management areas maps.

Goal 7.1 Natural Hazards

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

Policy 7.1.1

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

Policy 7.1.2

Protect existing development from natural hazards through mitigation measures identified in the Oregon City Hazard Mitigation Plan.

Policy 7.1.3

Reduce risk to residents and businesses by maintaining accurate information on the existence and potential of hazards.

Policy 7.1.4

Minimize the risk of loss of life and damage to property from flooding by limiting development in the 100-year floodplain and by ensuring that accepted methods of flood proofing are used.

Policy 7.1.6

Encourage the use of land and design of structures that are relatively unaffected by the periodic effects of flooding, such as parking and other uses not normally occupied by humans.

Policy 7.1.7

Prohibit uses in areas subject to flooding that would exacerbate or contribute to hazards posed by flooding by introducing hazardous materials, filling or obstructing floodways, modifying drainage channels, and other detrimental actions.

The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions. Natural Resources will not be further regulated as part of the proposed code amendments; however, through the CRS 5-year certification process, various procedures are being improved to ensure proper documentation by each department occurs on an annual basis.

Current City Code already meets the criteria. A Floodplain Overlay District already exists to *protect life and reduce property loss from the destruction associated with natural hazards and limit loss of life and damage to property from natural hazards by regulating or prohibiting development in areas of known or potential hazards.*

The City already participates in the Natural Hazards Mitigation Plan and that document is part of the CRS certification.

The City already *reduces risk to residents and businesses by maintaining accurate information on the existence and potential of hazards.* This is completed as required by the CRS program to document flood

elevation certificates and document any properties which come to the City to inquire about properties within a floodplain overlay. Those inquiries are kept in each division that discusses property inquiries.

The City already *minimizes the risk of loss of life and damage to property from flooding by limiting development in the 100-year floodplain and by ensuring that accepted methods of floodproofing are used*. This regulation is provided by existing City Code 17.42. These amendments will clarify that regulation.

The City already *encourages the use of land and design of structures that are relatively unaffected by the periodic effects of flooding, such as parking and other uses not normally occupied by humans*. This regulation is provided by existing City Code 17.42. These amendments will clarify that regulation.

The City already *prohibits uses in areas subject to flooding that would exacerbate or contribute to hazards posed by flooding by introducing hazardous materials, filling or obstructing floodways, modifying drainage channels, and other detrimental actions*. This regulation is provided by existing City Code 17.42. These amendments will clarify that regulation.

Section 9: Economic Development

Goal 9.1 Improve Oregon City's Economic Health

Provide a vital, diversified, innovative economy including an adequate supply of goods and services and employment opportunities to work toward an economically reasonable, ecologically sound and socially equitable economy.

The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions. Economic Development will not be further regulated as part of the proposed code amendments; however, through the CRS 5-year certification process, various procedures are being improved to ensure proper documentation by each department occurs on an annual basis and ensures all inquiries within the City are notified of being located within a Floodplain District Overlay as already documented within the City's GIS system and can be seen in its property reports output.

Goal 14.3 Orderly Provision of Services to Growth Areas

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

The proposed change to Oregon City Municipal Code 17.04 and 17.42 does not impact existing or future utilities serving the City or the Urban Growth Area. The changes are proposed as directed by FEMA; however, the City, through its Building Division and Public Works Department, already implement the Floodplain Overlay Zone to manufactured homes and areas of a building that contain machinery and equipment based on State building codes and will continue do that as Urban Growth Areas are annexed to the City.

Section 15: Willamette River Greenway

Goal 15.1 Protect the Willamette River Greenway

Ensure the environmental and economic health of the Willamette River by adopting goals, policies and procedures that meet LCDC Statewide Planning Goal 15, Willamette River Greenway.

The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions. The Willamette River Greenway overlay will not be further regulated as part of the proposed code amendments; however, through the CRS 5-year certification process, various procedures are being improved to ensure proper documentation by each department occurs on an annual basis.

Statewide Planning Goals

STATEWIDE PLANNING GOAL Goal 1 Public Involvement

Public involvement is a required part of land use planning in Oregon. This requirement is one of the things that make Oregon's land use planning program unique. The requirement for public participation is written in the first goal of nineteen in the statewide land use planning system.

Residents and taxpayers within the Flood Management Overlay District and within 300 feet of the proposed received public notice of the code changes. The Legislative file and proposed redline changes are available online at the project website The public process that led to the legislative file included a presentation to the Citizen Involvement Committee and general citywide outreach about the Flood Management Overlay District and the Community Rating System process and flood insurance.

STATEWIDE PLANNING GOAL Goal 7: Areas Subject to Natural Hazards

To protect life and property from natural disasters and hazards.

Finding: Complies as Proposed The code amendments clarify regulations already implemented by Oregon State Building Codes and used by City staff in the Building, Planning, and Engineering Divisions
To protect life and property from natural disasters and hazards.

The Floodplain Overlay District was adopted in 1999 and is acknowledged by the Department of Land Conservation and Development. The goal of the Overlay District is to *protect life and reduce property loss from the destruction associated with natural hazards and limit loss of life and damage to property from natural hazards by regulating or prohibiting development in areas of known or potential hazards.* Please refer to Oregon City's Comprehensive Plan Chapter 7 Goals and Policies section in the staff report for further findings.

STATEWIDE PLANNING GOAL Goal 9: Economic Development

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: Complies as Proposed. This legislative code update will continue to support the aim of creating a vibrant economy by ensuring that commercial development is allowed within the Flood Management

Overlay District, provides clear direction to property owners on construction methods, and supporting the CRS system by providing a discount rate on flood insurance.

Chapter 17.50 Administration and Procedures

17.50.050 – Pre-application conference.

- A. *Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.*
 1. *To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.*
 2. *At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.*
 3. *The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.*
- B. *A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal Code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.*
- C. *Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this Code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.*

Finding: Staff held the required pre-application conference meeting in June 2022.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. *Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.*
- B. *The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.*
- C. *A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.*

- D. *If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.*
- E. *To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.*

Finding: Staff presented the amendments to the Citizen Involvement Committee on May 3, 2021.

17.50.070 - Completeness review and one hundred twenty-day rule.

- C. *Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:*
 - 1. *Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.*
 - 2. *Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.*
 - 3. *The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.*
 - 4. *The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.*
- D. *A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:*
 - 1. *The project includes five or more residential units, including assisted living facilities or group homes;*
 - 2. *At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and*
 - 3. *Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.*
- E. *The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.*
- F. *The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.*

Finding: Legislative actions are not subject to the 120-day deadline.

III. RECOMMENDATION

Based on the findings in this report, staff recommends amendments to OCMC 17.42 for the Flood Management OVerlay District program. Staff will prepare an Ordinance when the matter is before the City Commission for its consideration and adoption.

EXHIBITS:

1. Proposed Amendments to Chapter 17.04 and 17.42
2. June 9, 2022 Letter from Josh Wheeler, Assistant City Engineer
3. 1996 Flood Inundation Area Founding Ordinance
4. 1996 Flood Inundation Area Current Ordinance
5. June 6, 2022 CIC Presentation

Legislative Update Revisions to Oregon City Municipal Code 17.04 and 17.42

June 6, 2022



Federal Emergency Management Agency (FEMA)

- Community Rating System (CRS) Program
- City Eligibility October 1, 2003
- Annual Reports
- 5-Year Certifications
- Rating System 1-10.
- Existing City Rating = 8
- Hopeful City Rating = 6-7



Revisions to Oregon City Municipal Code 17.04 and 17.42

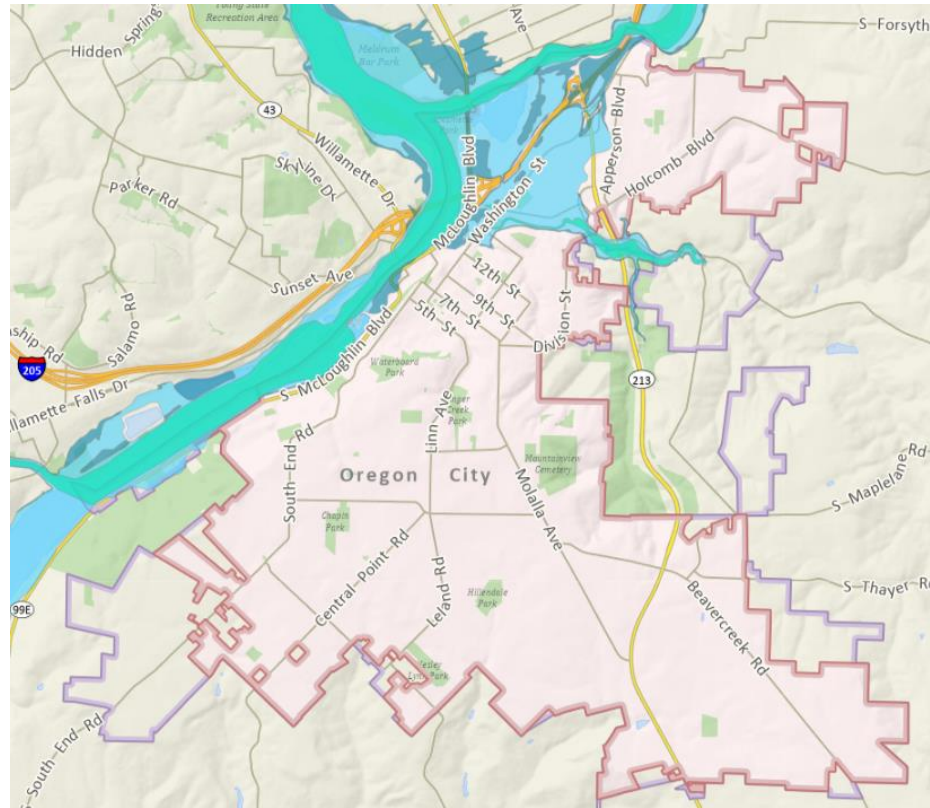
Code Changes

- 17.04 – Definitions
 - Machinery and Equipment
- 17.42 – Flood Management Overlay District
 - Inclusion of Manufactured Homes
 - Inclusion of Machinery and Equipment



Revisions to Oregon City Municipal Code
17.04 and 17.42

Floodplain Overlay Zone



Revisions to Oregon City Municipal Code 17.04 and 17.42

June 6, 2022

Oregon City Planning Division
695 Warner Parrott Rd
Oregon City, Oregon 97045

RE: Legislative Application
Revisions to OCMC 17.04 and 17.42

To Whom it May Concern:

In conjunction with the land use application, the Oregon City Public Works Department requests the adoption of an ordinance to revise Oregon City Municipal Code sections 17.04 and 17.42.

The request for code changes is made due to a request from the Federal Emergency Management Agency (FEMA) in conjunction with their Community Rating System (CRS) Program of which the City is a participant in.

The City entered the CRS program October 1, 2003. This program allows those that own property within a floodplain to receive floodplain insurance at a discounted rate. The City updated their codes in 2010 when FEMA requested updated codes to meet new Federal requirements to remain in the CRS program. These were adopted as Ordinance 10-1003. Other sections of code were also updated unrelated to FEMA within that ordinance.

The City is currently undergoing its 5-year review with FEMA to maintain or improve the CRS rating. During the review, FEMA has asked for additional revisions to the City's floodplain code (OCMC 17.42).

The changes include adding a criteria concerning construction of 'manufactured homes' within a floodplain and the application of floodplain to 'machinery and equipment'. The FEMA reviewer states that the criteria is unclear in Oregon City Municipal Code and has requested additional language to clarify how manufactured homes and machinery and equipment are handled in

June 9, 2022

Page 2

floodplain zones. BY making changes to OCMC 17.42, changes to the definitions in OCMC 17.04 were also needed.

The update to code is a pre-requisite to remaining in the CRS program. If the City is able to improve their rating, an additional reduction in insurance rate will also be realized by property owners with property within the floodplain.

Lastly, a change in FEMA regulations also will allow CRS communities to provide an insurance discount to those properties outside of a mapped floodplain who wish to obtain flood insurance.

If you should have any questions, please do not hesitate to contact me.

A handwritten signature in blue ink, appearing to read "Josh Wheeler".

Josh Wheeler, PE
Assistant City Engineer

17.42.160 Flood management area standards.

- A. Uses Permitted Outright:
1. Excavation and fill required to plant any new trees or vegetation.
 2. Restoration or enhancement of floodplains, riparian areas, wetland, upland and streams that meet federal and state standards provided that any restoration project which encroaches on the floodway complies with the requirements of Section 17.42.190 (Floodways).
- B. Provisional Uses.
1. All uses allowed in the base zone or existing flood hazard overlay zone are allowed in the flood management overlay district subject to compliance with the development standards of this section.
- C. Prohibited Uses.
1. Any use prohibited in the base zone;
 2. Uncontained areas of hazardous materials as defined by the Department of Environmental Quality.
- D. Site Development Standards. All development in the floodplain shall conform to the following balanced cut and fill standards:
1. This subsection does not apply to work necessary to protect, repair, maintain or replace existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements in response to emergencies provided that, after the emergency has passed, adverse impacts are mitigated in accordance with applicable standards.
 2. No net fill in any floodplain is allowed. All fill placed in a floodplain shall be balanced with at least an equal amount of soil material removed. For the purpose of calculating net fill, fill shall include any structure below the design flood elevation that has been floodproofed pursuant to subsection (E)(5) of this section.
 3. Any excavation below bankfull stage shall not count toward compensating for fill.
 4. Excavation to balance a fill shall be located on the same parcel as the fill unless it is not practicable to do so. In such cases, the excavation shall be located in the same Oregon City floodplain, so long as the proposed excavation and fill will not increase flood impacts for surrounding properties as determined through hydrologic and hydraulic analysis.
 5. For excavated areas identified by the city to remain dry in the summer, such as parks or mowed areas, the lowest elevation of the excavated area shall be at least six inches above the winter "low water" elevation, and sloped at a minimum of two percent towards the protected water feature pursuant to Chapter 17.49. One percent slopes will be allowed in smaller areas.
 6. For excavated areas identified by the city to remain wet in the summer, such as a constructed wetland, the grade shall be designed not to drain into the protected water feature pursuant to Chapter 17.49.
 7. Parking areas in the floodplain shall be accompanied by signs that inform the public that the parking area is located in a flood management area and that care should be taken when the potential for flooding exists.
 8. Temporary fills permitted during construction shall be removed at the end of construction, thirty days after subdivision acceptance or completion of the final inspection.
 9. New culverts, stream crossings and transportation projects shall be designed as balanced cut and fill projects or designed not to significantly raise the design flood elevation. Such projects shall be designed to minimize the area of fill in flood management areas and to minimize erosive velocities.

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(Supp. No. 42)

Stream crossings shall be as close to perpendicular to the stream as practicable. Bridges shall be used instead of culverts wherever practicable.

10. Excavation and fill required for the construction of detention facilities or structures, and other facilities, such as levees, specifically shall be designed to reduce or mitigate flood impacts and improve water quality. Levees shall not be used to create vacant buildable lands.

E. Construction Standards.

1. Anchoring.

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movements and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebooks for additional techniques).

2. Construction Materials and Methods.

- a. All new construction, ~~and substantial improvements, and substantial flood damage restoration for residential and non-residential buildings, including manufactured homes in subdivisions and manufactured home parks, subject to this Chapter shall follow this section.~~
- b. All construction considered herein shall be constructed with materials and utility equipment resistant to flood damage.
- c. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- d. "Machinery and Equipment" (electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities), other than specially designed equipment, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Residential Machinery and Equipment shall be elevated to at least the base flood elevation plus one foot. Machinery and Equipment may be placed below the base flood elevation if floodproofed to the base flood elevation. Locating Machinery and Equipment below one foot above base flood elevation is permitted provided that the machinery and equipment is designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation.. Specially designed equipment (e.g. elevator components) may be located below one foot above base flood elevation.

3. Utilities.

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Residential Construction.

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- a. New construction, ~~and~~ substantial improvements, and substantial flood damage restoration of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the design-base flood elevation referred to as the design flood elevation.
- b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless they are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - ii. The bottom of all openings shall be no higher than one foot above grade.
 - iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- c. **Manufactured Homes. The following standards apply to all manufactured homes to be placed, substantially improved, or restored after substantial flood damage on sites within Flood Hazard Overlay District. When manufactured homes in a subdivision or mobile home park are installed in flood hazard areas, they shall be elevated such that the lowest finished floor is at least one foot above base flood elevation; and, anchored according to the Oregon Residential Specialty Code.**

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5. Nonresidential Construction.

- a. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above base flood elevation; or, together with attendant utility and sanitary facilities, shall:
 - i. Be floodproofed so that below the design flood level the structure is watertight with walls substantially impermeable to the passage of water provided that the requirements of subsection D.2. of this section are met;
 - ii. Have structured components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 17.42.110B.;
 - iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection E.4.b. of this section; and
 - v. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the design flood level will be rated as one foot below that level).

- F. Recreational Vehicles. Recreational vehicles placed on sites within Zones A1-30, AH and AE as shown on the flood insurance rate map shall:

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1. Be on-site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
 2. Meet the requirements of subsection E.6. of this section and the elevation and anchoring requirements for manufactured homes.
- G. Below Grade Crawlspace. Below grade crawlspaces are allowed subject to the following standards. It should be noted that there are potential increased charges to personal insurance costs for below grade crawlspaces.
1. The building shall be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and effects of buoyancy can usually be addressed through the required openings stated in subsection 2. below. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer. Other types of foundations are recommended for these areas.
 2. The crawlspace is an enclosed area below the base flood elevation (BFE) and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one foot above the lowest adjacent exterior grade.
 3. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
 4. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
 5. The interior grade of a crawlspace below the BFE must not be more than two feet below the lowest adjacent exterior grade.
 6. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point. The height limitations is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.
 7. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles or gravel or crushed stone drainage by gravity or mechanical means.
 8. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace. For areas with floodwater velocities in excess of five feet per second, below grade crawlspaces are prohibited.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 10-1003, § 1(Exh. 1), 7-7-2010)

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Chapter 17.04 DEFINITIONS¹

Selected Sections:

17.04.295 Design flood elevation.

"Design flood elevation" means an elevation that is a minimum of twelve inches greater than the base flood elevation as defined by FEMA (Federal Emergency Management Agency). It can also be referred to as the elevation of the highest flood (generally the base flood elevation including freeboard) that a retrofitting method is designed to protect against. It can also be referred to as the Flood Protection Elevation.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.04.709 Machinery and Equipment.

"Machinery and Equipment" means electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities.

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 17.04 in its entirety to read as herein set out. Former Chapter 17.04, §§ 17.04.005—17.04.1535, pertained to similar subject matter, and derived from Ord. No. 08-1014, adopted July 1, 2009; Ord. No. 13-1003, adopted July 17, 2013; Ord. No. 18-1005, adopted May 2, 2018 and Ord. No. 17-1007, adopted June 21, 2017.

AN ORDINANCE AMENDING THE NATURAL RESOURCES ELEMENT OF THE OREGON CITY COMPREHENSIVE PLAN BY REPEALING ORDINANCE NO. 93-1007 AND ADOPTING A NEW WATER RESOURCES SECTION OF THE NATURAL RESOURCES ELEMENT OF THE OREGON CITY COMPREHENSIVE PLAN; DELETING THE FLOOD PLAIN SECTION OF THE NATURAL HAZARDS ELEMENT OF THE OREGON CITY COMPREHENSIVE PLAN AND ADOPTING A NEW FLOOD MANAGEMENT SECTION OF THE NATURAL HAZARDS ELEMENT OF THE OREGON CITY COMPREHENSIVE PLAN; DELETING THE LANDSLIDES, WEAK FOUNDATION SOILS AND EROSION SECTIONS OF THE NATURAL HAZARDS ELEMENT OF THE OREGON CITY COMPREHENSIVE PLAN AND ADOPTING A NEW LANDSLIDES, WEAK FOUNDATION SOILS AND EROSION SECTIONS OF THE NATURAL HAZARDS ELEMENT OF THE OREGON CITY COMPREHENSIVE PLAN; AMENDING THE NATURAL RESOURCES GOALS AND POLICIES SECTION OF THE COMPREHENSIVE PLAN BY ADDING NEW TEXT; AND

AMENDING TITLE 16: LAND DIVISIONS, CHAPTER 16.08: SUBDIVISIONS--PROCESS AND STANDARDS, SUBSECTION 16.08.040: PRELIMINARY SUBDIVISION PLAT--REQUIRED PLANS, OF THE OREGON CITY MUNICIPAL CODE OF 1991, BY AMENDING SUBSECTION (C); AMENDING TITLE 16: LAND DIVISIONS, CHAPTER 16.08: SUBDIVISIONS--PROCESS AND STANDARDS, SECTION 16.08.050: PRELIMINARY SUBDIVISION PLAT--NARRATIVE STATEMENT, BY AMENDING SUBSECTION (E); AMENDING TITLE 16: LAND DIVISIONS, CHAPTER 16.12: MINIMUM IMPROVEMENTS AND DESIGN STANDARDS FOR LAND DIVISIONS; SECTION 16.12.330: WATER RESOURCES; AMENDING TITLE 16: LAND DIVISIONS, CHAPTER 16.16: PARTITIONS--PROCESS AND STANDARDS; SECTION 16.16.030: PARTITION APPLICATION SUBMISSION REQUIREMENTS, SUBSECTIONS (L) AND (N); DELETING TITLE 17: ZONING, CHAPTER 17.42: F-P FLOODPLAIN OVERLAY DISTRICT AND ENACTING A NEW TITLE 17: ZONING, CHAPTER 17.42: FLOOD MANAGEMENT OVERLAY DISTRICT; DELETING TITLE 17: ZONING, CHAPTER 17.47: EROSION CONTROL, AND ENACTING A NEW TITLE 17: ZONING, CHAPTER 17.47: EROSION AND SEDIMENT CONTROL; DELETING TITLE 17: ZONING, CHAPTER 17.49: WR WATER RESOURCES OVERLAY DISTRICT AND ENACTING A NEW TITLE 17: ZONING, CHAPTER 17.49: WATER QUALITY RESOURCE AREA OVERLAY DISTRICT, AND DECLARING AN EMERGENCY

OREGON CITY MAKES THE FOLLOWING FINDINGS

WHEREAS, on June 18, 1998, Metro adopted Title 3: Water Quality, Flood Management and Fish and Wildlife Conservation, of Metro's Urban Growth Management Functional Plan, which requires cities within Metro's jurisdiction to comply with certain requirements involving Water Quality, Flood Management and Erosion Control; and

WHEREAS, the Planning Commission and City Commission requested a review of the City of Oregon City's Comprehensive Plan and Municipal Code for compliance with the requirements of Metro Title 3 and, in addition, compliance with the Oregon Division of State Lands standards and guidelines for local wetlands inventories; and

WHEREAS, the current Comprehensive Plan and Municipal ordinances, while addressing many of the same issues, do not fully comply with the requirements of Metro Title 3 and the Division of State Lands standards and guidelines; and

WHEREAS, a public need to protect water resources and address flood management has been identified at the federal, state, regional and local levels and that need has been specifically expressed in the Federal Clean Water Act, the Federal Flood Control Act, Statewide Planning Goal 6, Statewide Planning Goal 7, Title 3 of Metro's Urban Growth Functional Plan and the existing Oregon City Comprehensive Plan; and

WHEREAS, Oregon City has recently completed a Local Wetlands Inventory, prepared with guidance from the Division of State Lands and that inventory has resulted in a more complete and accurate inventory of wetlands in the City; and

- a. provide a vegetated corridor to separate Protected Water Features from development;
 - b. maintain or reduce stream temperatures;
 - c. maintain natural stream corridors;
 - d. minimize erosion and nutrient and pollutant loading into water; and
 - e. filter, provide infiltration and natural water purification.
5. The City shall conserve domestic groundwater and surface water resources from potential pollution through a variety of regulatory measures relating to land use, transportation, and hazardous substances.
6. The City shall conserve wetlands, riparian areas and water bodies which have functions and values related to flood protection, sediment and erosion control, water quality, groundwater recharge and discharge, education, vegetation and fish and wildlife habitat. Regulate development within water bodies, riparian areas, and wetlands to retain their important functions and values.

Section 2. That the Flood Plain section of the Natural Hazards Element of the Oregon City Comprehensive Plan is hereby repealed and a new Flood Management section of the Natural Hazards Element of the Oregon City Comprehensive Plan is hereby enacted to read as follows:

"Discussion

Flooding is a problem in the Portland metropolitan region and is expected to become worse as the region grows. Cost estimates of the February 1996 flood and landslide disaster in the entire tri-county region (which includes Clackamas, Multnomah and Washington counties) were almost \$60 million dollars (Oregon Emergency Management Office, 1997) (Reference: Metro, Growth Management Services Department, "Policy and Scientific Literature Review for Title 3 of the Urban Growth Management Functional Plan: Water Quality and Floodplain Management Conservation", July 1997). Within the City of Oregon City there are areas which are subject to the periodic presence of surface water as a result of flooding. These flood management areas are associated with several rivers and streams, including the Willamette River, the Clackamas River, and Abernethy Creek. In terms of managing these areas there are two important issues: the degree of hazard to life and property and the preservation of natural function and value of the stream corridors as drainageways. A precise map of flood plain boundaries as approved by the US Department of Housing and Urban Development (HUD), is on file in City Hall.

Costs associated with flooding have grown exponentially in recent years, not necessarily because floods are any larger or more frequent. Rather it is because of human development in the floodplain where rivers will eventually return. Flooding is a natural process that helps restore a river's health, clean its sediments, create critical aquatic and streamside habitat, exchange nutrients between the river and its floodplain and renew its fisheries. Floods clean out accumulations of large wood. Floods also bring leaves, needles, wood and dissolved nutrients into the river giving aquatic communities access to new habitats and increased food supplies (Orsinger and Gregory, 1996) (Reference: Metro, Growth Management Services Department, "Policy and Scientific Literature Review for Title 3 of the Urban Growth Management Functional Plan: Water Quality and Floodplain Management Conservation", July 1997).

Floodplains in their natural or relatively undisturbed state provide numerous beneficial natural resource functions and values, including:

- a. Moderation of floods, flood storage, water quality maintenance and groundwater recharge,
- b. Habitat value for plants and animals, and
- c. Scientific, historic, agricultural, recreational and aesthetic values (FEMA, 1992). (Reference: Ibid.)

Existing State and Federal Programs

Statewide Planning Goal 7 is "to protect life and property from natural disasters and hazards." The guidelines state that "Development subject to damage or that could result in loss of life shall not be planned nor located in known areas of natural disasters and hazards without appropriate safeguards." Stream flooding is listed among the natural events subject to this Goal. The guidelines go on to state that "In planning for floodplain areas, uses that will not require protection through dams, dikes and levies should be preferred over uses that will require such protection." Implementation for the Goal includes the recommendation that cities and counties not already eligible should qualify for inclusion in the National Flood Insurance Program.

With passage of the Flood Control Act of 1936, the federal government has dominated the nation's flood damage reduction efforts. The primary federal tool to address flood hazard management is the National Flood Insurance Program (NFIP). The U.S. Congress initiated the NFIP in 1968 to provide low cost insurance to communities that have adopted approved floodplain management regulations. The program is administered by the Federal Insurance Agency (FIA) which is part of the Federal Emergency Management Agency (FEMA). NFIP requires communities to adopt a local floodplain management ordinance approved by FEMA. The ordinance is based on the Flood Insurance Rate Map (FIRM). Flood risk is determined and insurance rates are set for mapped floodplain areas. In designating flood plain areas, FEMA has conducted studies that delineate land areas needed to hold anticipated water volumes resulting from 100-year flood conditions.

Existing Regional Requirements

The City is required to comply with Title 3 of the Growth Management Functional Plan. This title includes standards for floodplains that require balanced cut and fill and the expansion of flood management areas to include the boundary of historic floods and not just the Federal Emergency Management Agency 100-year floodplain.

Goal

To assure that urban land use activities are planned, located and conducted consistently with the best available information and technology, so that the risk of flood damage is minimized.

Policies

1. The City shall adopt standards in the Chapter 17 of the Municipal Code designed to protect Flood Management Areas, which provide the following functions:
 - a. Protect life and property from dangers associated with flooding;
 - b. Flood storage, reduction of flood velocities, reduction of flood peak;
 - c. Flows and reduction of wind and wave impacts;
 - d. Maintain water quality by reducing and sorting sediment loads;
 - e. Processing chemical and organic wastes and reducing nutrients;
 - f. Recharge, store and discharge groundwater; and
 - g. Provide plant and animal habitat, and support riparian ecosystems.
2. The City shall maintain and, when necessary, update the flood management standards of the Municipal Code, consistent with federal, state and regional regulations, and the Uniform Building Code (UBC).
3. The City shall retain qualification in the National Flood Insurance Program through implementation of a full range of floodplain management measures."

ORDINANCE NO. 10-1003

AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING AMENDMENTS TO TITLES 12, 13, 16, and 17 OF THE OREGON CITY MUNICIPAL CODE

WHEREAS, the development regulation sections of the Municipal Code (found in Titles 12, 13, 16, and 17) are comprised of standards governing zoning, site development, land division, street design, architectural review, parking, signs, natural resources, hillside development, home occupations, variances and other similar topics; and

WHEREAS, these standards reflect the vision for the future development of Oregon City, implement our Comprehensive Plan, and allow the City to manage future growth effectively. The Municipal Code and associated zoning maps are periodically reviewed and updated. This was a collaborative process whereby the City worked with interested citizens to improve the economic health and livability of the City. After over a year of review by the public, Planning Commission, and elected officials, the code amendments were adopted on July 1, 2009 and became effective on July 31, 2009, with the passage of Ordinance 08-1014; and

WHEREAS, Ordinance 08-1014 additionally setup a six-month update process to review the code language to determine if any sections needed revisions or adjustments that were unforeseen. At the end of the hearing adopting Ordinance 08-1014, the City Commission also directed staff to study some outstanding issues and bring them back during the 6-month review. The Planning Commission met on November 23, 2009, January 25, 2010, February 8, 2010, and February 22, 2010 to review the proposed code amendments.

WHEREAS, the Planning Commission, based on the oral and written testimony they received at the public hearings, adopted minor revisions to the Zoning and Development Code and unanimously recommended that the City Commission adopt the revisions; and

WHEREAS, the City Commission additionally reviewed the creation of the Oregon City Municipal Code section 17.44 Geologic Hazards Overlay District Map that was previously outlined in code but did not exist in map form and;

WHEREAS, the amended Zoning and Development Codes complies and is consistent with state statutes, Statewide Planning Goals, the amended Oregon City Comprehensive Plan, the Downtown Community Plan, the Metro Regional Framework Plan, the Oregon City Transportation System Plan, and the Oregon City Park and Recreation Master Plan; and

WHEREAS, the City Commission, based on the oral and written testimony they received at the public hearings, adopted revisions to the Development Code; and

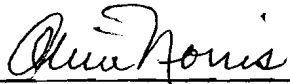
WHEREAS, adopting the revisions to the Development Code is in the best interest of Oregon City to ensure that the goals and policies of the City can be realized.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The amendments to the Oregon City Zoning and Development Codes, as provided in Exhibit 1, are hereby adopted based on the findings contained in the Staff Report.

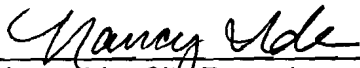
Section 2. The Oregon City Geological Hazards Overlay Map, attached as Exhibit 2, is hereby adopted.

Read for the first time at a regular meeting of the City Commission held on the 16th day of June, 2010, and the City Commission finally enacted the foregoing ordinance this 7th day of July, 2010.



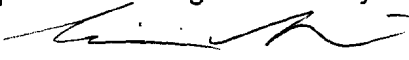
ALICE NORRIS, Mayor

Attested to this 7th day of July 2010



Nancy Ide, City Recorder

Approved as to legal sufficiency:



City Attorney

Oregon City Municipal Code

Chapter 17.42 Flood Management Overlay District

17.42.010 Purpose--Findings.

- A. There is established in the city a flood management overlay district. The flood management overlay district is an overlay zone classification defining areas subject to periodic flooding or inundation which can result in property harm or loss, disruption of public services, hazards for public health, or added expense for public services. All conditions and restrictions of land use established by this chapter of the city's zoning ordinance shall be in addition to such restrictions and conditions as may be imposed and established in underlying zoning districts.
- B. It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:
 - 1. To protect human life and health;
To minimize expenditure of public money and costly flood control projects;
To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - 2. To minimize prolonged business interruptions;
 - 3. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
 - 4. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
 - 5. To ensure that potential buyers are notified that property is in an area of special flood hazard;
 - 6. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions; and
 - 7. To protect flood management areas, which provide the following functions:
 - a. Protect life and property from dangers associated with flooding,
 - b. Flood storage, reduction of flood velocities, reduction of flood peak,
 - c. Flows and reduction of wind and wave impacts,
 - d. Maintain water quality by reducing and sorting sediment loads,
 - e. Processing chemical and organic wastes and reducing nutrients, recharge, store and discharge groundwater, and
 - f. Provide plant and animal habitat, and support riparian ecosystems.

17.42.020 Applicability.

- A. This chapter shall apply to development in the flood management overlay district, which may also be referred to as the "floodplain overlay district" in this code. The flood management overlay district includes all areas of special flood hazards and all flood management areas within the city. The overlay district restricts the uses that are allowed in the base zone by right, with limitations, or as provisional uses.
- B. The flood management areas which have been mapped include the following locations:
 - 1. Land contained within the one hundred-year floodplain, flood area and floodway as shown on the Federal Emergency Management Agency flood insurance maps dated June 17, 2008, including areas of special flood hazard pursuant to Section 17.42.040 and the area of inundation for the February 1996 flood; and
 - 2. Lands that have physical or documented evidence of flooding within recorded history

based on aerial photographs of the 1996 flooding and/or the water quality and flood management areas maps.

- C. The standards that apply to the flood management areas apply in addition to state or federal restrictions governing floodplains or flood management areas.

17.42.030 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Clackamas County, Oregon and Incorporated Areas," dated June 17, 2008, with accompanying flood insurance maps is adopted by reference and declared to be a part of this chapter. The flood insurance study is on file at the office of the city recorder in the City Hall.

17.42.040 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of these floodplain regulations and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a civil infraction. Any person who violates this chapter or fails to comply with any of its requirements shall be subject to the enforcement procedures of this code per OCMC 1.20 Civil Infractions and 1.24 Code Enforcement. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy.

17.42.050 Abrogation and interpretation.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. All provisions shall be considered as minimum requirements and liberally construed in favor of the governing body. Where this chapter and another section, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restriction shall prevail.

17.42.060 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flooding damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

17.42.070 Severability.

The provisions of this chapter are severable. If any section, clause or phrase of this chapter is adjudged to be invalid by a court of competent jurisdiction, the decision of that court shall not affect the validity of the remaining portions of this chapter.

17.42.080 Administration.

This chapter establishes a flood management overlay district, which is delineated on the water quality and flood management areas map attached and incorporated by reference as a part of this document.

A. The following maps and studies are adopted and declared to be a part of this chapter. These maps are on file in the office of the city recorder:

1. The Water Quality and Flood Management Areas Map, dated June 7, 1999;
2. The Federal Insurance Administration, Flood Insurance Rate Maps for Clackamas County, Oregon and Incorporated Areas dated June 17, 2008;

B. Applicants are required to provide the city with a delineation of the flood management areas on the subject property as part of any application. An application shall not be complete until this delineation is submitted to the city.

C. The city shall review the water quality and flood management areas maps during periodic review as required by ORS 197.633 (1997).

D. Development Permit.

1. A development permit shall be obtained before construction or development begins within any portion of the flood management overlay district. The permit shall be for all structures, including manufactured homes and all other development, including fill and other activities, as set forth in Chapter 17.04 (Definitions).

2. Application for a development permit shall be made on forms furnished by the community development department. Requirements may include, but are not limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage materials, drainage facilities; and the location of the foregoing.

3. The following information is specifically required:

- a. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
- b. Elevation in relation to mean sea level to which any structure has been floodproofed;
- c. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 17.42.170(E)(5); and
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

17.42.090 Building official--Duties and responsibilities.

A. The city building official, defined as the local floodplain administrator, is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

B. Duties of the building official shall include, but not be limited to those listed in this chapter.

C. The building official shall:

1. Review all development permits to determine that the permit requirements of this title have been satisfied;
2. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required; and
3. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 17.42.200 are met.

17.42.100 Use of other base flood data.

When base flood elevation data has not been provided in accordance with Section 17.42.030, the building official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections 17.42.160 and 17.42.200.

17.42.110 Information to be obtained and maintained.

The building official shall:

- A. Where base flood elevation data is provided through the flood insurance study, FIRM or required as in Section 17.42.100, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- B. For all new or substantially improved floodproofed structures where base flood elevation data is provided through the flood insurance study, FIRM, or as required in Section 17.42.080:
 - 1. Verify and record the actual elevation (in relation to mean sea level); and
 - 2. Maintain the floodproofing certifications required in Section 17.42.080(C)(3);
 - 3. Maintain for public inspection all records pertinent to the provisions of this chapter.

17.42.120 Alteration of watercourses.

- A. Notify adjacent communities and the department of land conservation and development prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- B. Require that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished.

17.42.130 Map administration.

- A. The purpose of this section is to provide a process for interpreting and amending the water quality and flood management areas map to clarify and correct the location of flood management overlay district.
- B. Interpretation of Map Boundaries. The building official shall make interpretations, where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 17.42.150.
- C. Map corrections shall be processed pursuant to the requirements of Chapter 17.68:
 - 1. Within ninety days of receiving information establishing a possible error in the existence or location of the flood management overlay district, the city shall provide notice to interested parties of a public hearing at which the city will review the information.
 - 2. The city shall amend the water quality and flood management areas map if the information demonstrates that the boundaries of the flood management overlay district have changed since adoption of the water quality and flood management areas map by Metro (June 18, 1998) provided that, in the case of a boundary established by FEMA, a letter of map amendment (LOMA) or letter of map revision is obtained from FEMA by the applicant prior to any map change.

17.42.140 Appeals and variance procedure.

- A. The purpose of this section is to ensure that compliance with this chapter does not cause unreasonable hardship. To avoid such instances, the requirements of this chapter may be

varied. Variances are also allowed when strict application of this chapter would deprive an owner of all economically viable use of land.

- B. This section applies to requests to vary from the standards of this chapter only. Requests to vary from other standards of this title shall be subject to the requirements of Chapter 17.60.
 - 1. Variance applications made pursuant to this section shall follow the variance procedures outlined in Chapter 17.50.
 - 2. In addition to the public notice requirements outlined in Section 17.50.090, Metro shall be notified within fourteen days of the city receiving an application to vary the requirements of this section and within fourteen days of a decision on the variance.
 - 3. The requirements of Section 17.60.020 (Variances--Grounds) do not apply to requests to vary from the standards of Chapter 17.42.
 - 4. If an application to vary from the standards of Chapter 17.42 is made in conjunction with an application to vary from other standards of this chapter, the variances may be processed as one application, provided the standards applicable to each variance requested must be met before the requested variance may be granted.
- C. Hardship Variance. Variances to avoid unreasonable hardship caused by the strict application of this chapter are permitted subject to the criteria set forth in this section. To vary from the requirements of this chapter, the applicant must demonstrate the following:
 - 1. The variance is the minimum necessary to allow the proposed use or activity;
 - 2. The variance will not increase danger to life and property due to flooding or erosion;
 - 3. The impact of the increase in flood hazard which will result from the variance will not prevent the city from meeting the requirements of this chapter. In support of this criteria the applicant shall have a qualified professional engineer document the expected height, velocity and duration of floodwaters, and estimate the rate of increase in sediment transport of the floodwaters expected both downstream and upstream as a result of the variance;
 - 4. The variance will not increase the cost of providing and maintaining public services during and after flood conditions so as to unduly burden public agencies and taxpayers; and
 - 5. The proposed use complies with the standards of the base zone.
- D. The planning commission shall hear and decide appeals and requests for variances when it is alleged there is an error in any requirement, decision or determination made by the building official in the enforcement or administration of these regulations, or that enforcement of this district would result in exceptional hardship. In passing upon such applications, the planning commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this title, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger to life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - 4. The importance of the services provided by the proposed facility to the community;
 - 5. The necessity to the facility of a waterfront location, where applicable;
 - 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 - 7. The compatibility of the proposed use with existing and anticipated development;
 - 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - 9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - 10. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - 11. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

- E. Upon consideration of the factors listed in subsection D of this section and the purposes of this district, the planning commission may attach such conditions to the granting of variances as it deems necessary to meet the purposes of this district.
- F. The city recorder shall maintain the records of all appeal actions and the building official shall report any granted variances to the Federal Insurance Administration upon request.

17.42.150 Conditions for variances.

The planning commission, pursuant to Chapter 17.60, may impose such conditions as are deemed necessary to limit any adverse impacts that may result from granting relief. If a variance is granted pursuant to Section 17.42.140, the variance shall be subject to the conditions set out in this section. In addition to other standards listed in Section 17.42.160, the following conditions must be met:

- A. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register or identified as a locally designated historic structure and without regard to the procedures set forth in the remainder of this chapter.
- B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- D. Variances shall only be issued upon a showing of good and sufficient cause.
- E. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
- F. Variances as interpreted in the national flood insurance program are based on the general zoning law principle that they pertain to a physical piece or property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
- G. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria as set forth in this chapter.
- H. A variance from the elevation standard may only be issued for new construction, and substantial improvements to be erected on a lot of one-half acre or less in size, that are to contiguous and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
- I. Variances shall not result in increased flood heights, additional threats to public safety, extraordinary public expenses, cause nuisances, cause fraud on or victimization of the public or conflict with existing laws or ordinances.
- J. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest flood elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

17.42.160 Flood management area standards.

- A. Uses Permitted Outright:
 - 1. Excavation and fill required to plant any new trees or vegetation.
 - 2. Restoration or enhancement of floodplains, riparian areas, wetland, upland and streams that

meet federal and state standards provided that any restoration project which encroaches on the floodway complies with the requirements of Section 17.42.190 (Floodways).

B. Provisional Uses.

1. All uses allowed in the base zone or existing flood hazard overlay zone are allowed in the flood management overlay district subject to compliance with the development standards of this section.

C. Prohibited Uses.

1. Any use prohibited in the base zone;
2. Uncontained areas of hazardous materials as defined by the Department of Environmental Quality.

D. Site Development Standards. All development in the floodplain shall conform to the following balanced cut and fill standards:

1. This subsection does not apply to work necessary to protect, repair, maintain or replace existing structures, utility facilities, roadways, driveways, accessory uses and exterior improvements in response to emergencies provided that, after the emergency has passed, adverse impacts are mitigated in accordance with applicable standards.
2. No net fill in any floodplain is allowed. All fill placed in a floodplain shall be balanced with at least an equal amount of soil material removed. For the purposes of calculating net fill, fill shall include any structure below the design flood elevation that has been floodproofed pursuant to subsection (E)(5) of this section.
3. Any excavation below bankfull stage shall not count toward compensating for fill.
4. Excavation to balance a fill shall be located on the same parcel as the fill unless it is not practicable to do so. In such cases, the excavation shall be located in the same Oregon City floodplain, so long as the proposed excavation and fill will not increase flood impacts for surrounding properties as determined through hydrologic and hydraulic analysis.
5. For excavated areas identified by the city to remain dry in the summer, such as parks or mowed areas, the lowest elevation of the excavated area shall be at least six inches above the winter "low water" elevation, and sloped at a minimum of two percent towards the protected water feature pursuant to Chapter 17.49. One percent slopes will be allowed in smaller areas.
6. For excavated areas identified by the city to remain wet in the summer, such as a constructed wetland, the grade shall be designed not to drain into the protected water feature pursuant to Chapter 17.49.
7. Parking areas in the floodplain shall be accompanied by signs that inform the public that the parking area is located in a flood management area and that care should be taken when the potential for flooding exists.
8. Temporary fills permitted during construction shall be removed at the end of construction, thirty days after subdivision acceptance or completion of the final inspection.
9. New culverts, stream crossings and transportation projects shall be designed as balanced cut and fill projects or designed not to significantly raise the design flood elevation. Such projects shall be designed to minimize the area of fill in flood management areas and to minimize erosive velocities. Stream crossings shall be as close to perpendicular to the stream as practicable. Bridges shall be used instead of culverts wherever practicable.
10. Excavation and fill required for the construction of detention facilities or structures, and other facilities, such as levees, specifically shall be designed to reduce or mitigate flood impacts and improve water quality. Levees shall not be used to create vacant buildable lands.

E. Construction Standards.

1. Anchoring.
 - a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
 - b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movements and shall be installed using methods and practices that minimize flood damage.

Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebooks for additional techniques).

2. Construction Materials and Methods.

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. Utilities.

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Residential Construction.

- a. New construction and substantial improvements of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the design flood elevation.
- b. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless they are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - ii. The bottom of all openings shall be no higher than one foot above grade.
 - iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

5. Nonresidential Construction.

- a. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above base flood elevation; or, together with attendant utility and sanitary facilities, shall:
 - i. Be floodproofed so that below the design flood level the structure is watertight with walls substantially impermeable to the passage of water provided that the requirements of subsection (D)(2) of this section are met;
 - ii. Have structured components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 17.42.110(B);
 - iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (E)(4)(b) of this section; and
 - v. Applicants floodproofing nonresidential buildings shall be notified that flood insurance

premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the design flood level will be rated as one foot below that level).

vi. Manufactured Homes. The following standards apply to all manufactured homes to be placed or substantially improved on sites within Flood Hazard Areas

When manufactured dwellings are installed in flood hazard areas, they shall be elevated and anchored according to the Oregon Residential Specialty Code.

F. Recreational Vehicles. Recreational vehicles placed on sites within Zones A1-30, AH and AE as shown on the flood insurance rate map shall:

1. Be on site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
2. Meet the requirements of subsection (E)(6) of this section and the elevation and anchoring requirements for manufactured homes.

G. Below Grade Crawlspace. Below grade crawlspaces are allowed subject to the following standards. It should be noted that there are potential increased charges to personal insurance costs for below grade crawlspaces.

1. The building shall be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and effects of buoyancy can usually be addressed through the required openings stated in section 2 below. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer. Other types of foundations are recommended for these areas.
2. The crawlspace is an enclosed area below the base flood elevation (BFE) and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one foot above the lowest adjacent exterior grade.
3. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
4. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
5. The interior grade of a crawlspace below the BFE must not be more than two feet below the lowest adjacent exterior grade.
6. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.
7. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles or gravel or crushed stone drainage by gravity or mechanical means.

8. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace. For areas with floodwater velocities in excess of five feet per second, below grade crawlspaces are prohibited.

17.42.170 Review of building permits.

Where elevation data is not available either through the flood insurance study, FIRM or from another authoritative source (Section 17.42.110), application for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness shall be made by the building official, considering use of historical data, high water marks, photographs of past floodings, etc., where available, and the provisions of this title. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

17.42.180 Subdivision standards.

A. Subdivision Proposals.

1. All subdivision proposals shall be consistent with the need to minimize flood damage.
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
4. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty lots or five acres (whichever is less).
5. All structures and site grading developed or conducted in conjunction with a subdivision proposal shall comply with Section 17.42.160, flood management area standards.

B. The purpose of this section is to allow density accruing to portions of a property within the flood management overlay district to be transferred outside the overlay district.

1. Density transfers shall be allowed if the applicant demonstrates compliance with the following standards:
 - a. The density transfer is proposed as part of a subdivision.
 - b. Minimum density standards will not increase due to the density transfers.
 - c. The area of land contained in a flood management area may be excluded from the calculations for determining compliance with minimum density requirements of the zoning code.

17.42.190 Floodways.

Located within areas of special flood hazard established in Section 17.42.030 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvements and other development shall be prohibited unless certification by a registered professional engineer or architect is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- B. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood management area standards of Sections 17.42.160 through 17.42.190.

- C. Below-grade crawlspace construction is allowed in the floodplain in accordance with the Oregon Residential Specialty Code and the Oregon State Structural Specialty Code as adopted by local building code.
- D. In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.