



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 20, 2022 at 7:00 PM

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

The Executive Session will begin at 6:00 PM before City Commission Regular Meeting.

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

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- *Attend in person, location listed above*
- *Register to provide electronic testimony (email recorderteam@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.](#) Diversity, Equity, and Inclusion (DEI) Initiatives and Projects Update by MGT Consulting

- 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.](#) Oregon City Police Employees Association (OCPEA) Collective Bargaining Agreement for the Period, July 1, 2022 – June 30, 2025

[7b.](#) Contract with Metereaders, LLC to Read Utility Meters

[7c.](#) Minutes of the April 20, 2022 Regular Meeting

8. PUBLIC HEARINGS

[8a.](#) First Reading of Ordinance No. 21-1013, An Ordinance Withdrawing Territory from the Clackamas River Water District

9. GENERAL BUSINESS

[9a.](#) Resolution No. 22-24, Modifying the Public Works Engineering Fee Schedule, and Amending Resolution No. 22-03

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 07/20/2022

SUBJECT:

Diversity, Equity, and Inclusion (DEI) Initiatives and Projects Update by MGT Consulting

EXECUTIVE SUMMARY:

MGT Consulting will provide a brief update to the City Commission on the City's DEI initiatives and projects, including an overview of their workplan, what has been accomplished so far, a project timeline, and an update on the first meeting of the Community DEI Task Force.

BACKGROUND:

For the 2021-2023 biennium, the City Commission articulated eight (8) specific goals, including Goal 1: Promote diversity, equity, and inclusion for a safe, inclusive community and organization.

In order to achieve Goal 1, the City Commission articulated three specific strategies:

1. Using the vision articulated in Resolution 20-19, develop a comprehensive internal and external DEI framework.
2. Create a community task force to guide the external DEI work.
3. Evaluate internal policies, procedures, hiring practices, purchasing, and codes to reduce barriers and systemic inequities.

The City entered into a services agreement with MGT Consulting to deliver a comprehensive set of projects and initiatives supporting the City's DEI goals.

MGT Consulting began their work with the City in April 2022. This presentation is an opportunity to introduce themselves and to present a brief update to the Commission. The presentation will cover an overview of the workplan, what has been accomplished so far, a project timeline, and an update on the first meeting of the Community DEI Task Force.

City of Oregon City
Consultant Services for
Diversity, Equity, and
Inclusion Initiative



Nationally recognized public sector consultants

We are respected and experienced leaders in management consulting who equip our clients with innovative solutions so they can better serve their agency, stakeholders, and community.

13,000+ projects

48 years of service

OUR DEI SOLUTIONS

Item 5a.

- ▶ Organizational Assessment and DEI Audit
- ▶ Facilitation of Internal DEI Task Force
- ▶ Talent Systems Redesign
- ▶ Pay Equity Analysis
- ▶ DEI Strategic Planning
- ▶ Leadership Development Coaching and Training

OUR DEI CLIENTS

County of Hillsborough (FL)

City of Battle Creek (MI)

Johnson County Community College (KS)

Arapahoe County (CO)

City of Riverside (CA)

County of Sacramento (CA)

Utah Office of Tourism

Center for Creative Leadership

Forensic Risk Alliance

Key Team Qualifications



Executive-in-Charge
Lamont Browne, Ed.D., MBA

Executive-in-Charge & Project Manager

Organizational Improvement
DEI Action Plan
Staff & Community Engagement
Community Task Force*
DEI Training*



Manager
Lara Opheim, MA

Assistant Project Manager & Consultant

Staff Engagement
Community Engagement
Qualitative Analysis
Formulation of Report



Consultant
David Bushnell, MA

Consultant

Policy and Practice Review
Quantitative Analysis
Peer & Best Practices Research

Project Approach

Project Delivery | A Four-Phase Approach

Item 5a.

1

Initiation & Organizational Alignment

Month 1

Project Initiation and Launch of Client Engagement Meetings
Organizational Readiness and Alignment Protocol
Review of Peers and Best Practices

Deliverables

- Summary of Leadership Readiness & Organizational alignment
- Revised work plan and project schedule
- Monthly progress reports
- Written draft chapter of best practices in DEI initiatives

2

DEI Task Force Development

Months 3-14

Develop Community DEI Task Force
Design and Facilitate Targeted DEI Task Force Meetings
Community Outreach

Deliverables

- Bylaws, Protocol, and Commitments
- Task Force agendas, minutes, next steps summary, and satisfaction survey/report
- DEI Common Language Guide
- Public Communication Plan

3

Organizational Assessment

Months 7-10

Stakeholder Engagement*
Analysis of Internal Data Policy, and Practice
HR Review

Deliverables

- Quantitative Data Analysis Report
- Qualitative Feedback Assessment Report
- List of DEI Improvement Recommendations

4

DEI Framework Development

Months 11-14

Future Envisioning Analysis
Collaborative Creation of DEI Framework & Action Plan

Deliverables

- North Star Summary
- DEI Vision, Goals, and Statement
- DEI Action Plan
- List of Performance Metrics and Annual Evaluation Tool
- Public Engagement Strategy

Page 9

Project Timeline

Item 5a.

WORK TASKS	2022											
	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Task 1: Project Management & Best Practices Review												
1.1 Project Kick-Off												
1.2 Client Engagement												
1.3 Best Practices & Peer Review												
Task 2: Community Engagement												
2.1 External Stakeholder Outreach Plan												
2.2 External Stakeholder Engagement												
2.3 External DEI Analysis and Summary Report												
Task 3: Community DEI Task Force												
3.1 Community DEI Task Force Development												
3.2 Community DEI Task Force Facilitation												
Task 4: Organizational Assessment												
4.1 Prioritized Policy and Practice Analysis												
4.2 Staff Engagement												
4.3 DEI Readiness Analysis and Organizational Culture Summary Report												
Task 5: DEI Framework Development												
5.1 Future Envisioning Analysis												
5.2 Development of DEI Action Plan												
5.3 DEI Implementation Roadmap												

DEI Taskforce Updates

- 20 members
- Taskforce met on 6/27 (City Hall Chambers)
 - Introductions
 - Project Overview
 - Desired Discussion Topics and Approach
 - Defining Diversity, Equity and Inclusion
- Next meeting 8/15 (City Hall Chambers)
 - Provide feedback on the state of equity in the city
 - Design of community outreach plan for stakeholder engagement
 - Review and provide feedback on survey items for the community survey



Thank You



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 07/20/2022

SUBJECT:

Oregon City Police Employees Association (OCPEA) Collective Bargaining Agreement for the Period, July 1, 2022 – June 30, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Commission ratify the proposed collective bargaining agreement between the City of Oregon City and Oregon City Police Employees Association (OCPEA) for the period July 1, 2022 – June 30, 2025.

BACKGROUND:

The parties met seven times over the past five months and worked through a number of concepts within the collective bargaining agreement. In executive session, the City Commission provided staff direction including the objective to maintain a competitive position among comparator agencies in total compensation and benefits. The parties reached tentative agreement on June 24, 2022.

The terms of the attached tentative agreement were negotiated in good faith. OCPEA members ratified the agreement on June 29, 2022.

The below information is a summary of the key economic components of the negotiated agreement:

Three-year contract

July 1, 2022 – June 30, 2025

Wages

Effective July 1, 2022, cost of living adjustment (COLA) of 4.0%

Effective July 1, 2023, cost of living adjustment (COLA) of 4.0%

Effective July 1, 2024, cost of living adjustment (COLA) of 3.0%

Deferred Compensation

Effective July 1, 2023, an increase to the deferred compensation contribution from 3.0% of base salary to 4.0% (+1%) of base salary.

Holiday Juneteenth – addition of one holiday and a corresponding accrual.

Sworn Officer Longevity Pay

The parties agreed to add a new longevity pay program for sworn personnel.

10 years of service - 2% of base pay

15 years or service - 3% of base pay

Graveyard Shift Differential

The parties agreed to add a new shift differential program. Sworn personnel assigned to the graveyard shift will receive a premium pay of 1.5% of base wages in addition to base wages.

OPTIONS:

1. Move to authorize the City Manager to enter into the Collective Bargaining Agreement with Oregon City Police Employees Association (OCPEA).
2. Deny the City Manager the authorization to enter into the Collective Bargaining Agreement with Oregon City Police Employees Association (OCPEA).

BUDGET IMPACT:

Amount: Approximately \$278,000, \$307,000, \$316,000

FY(s): 2022-23, 2023-24, 2024-25

Funding Source(s): General Fund

TENTATIVE AGREEMENT
BETWEEN
OREGON CITY, OREGON
AND THE
OREGON CITY POLICE EMPLOYEES' ASSOCIATION

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT AND PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - EMPLOYEE AND ASSOCIATION RIGHTS	1
ARTICLE 4 - SECURITY	2
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - PROBATIONARY PERIOD	3
ARTICLE 7 - SENIORITY	5
ARTICLE 8 - SALARIES	7
ARTICLE 9 - HOURS AND OVERTIME	10
ARTICLE 10 - VACATION	13
ARTICLE 11 - HOLIDAYS	15
ARTICLE 12 - SICK LEAVE	16
ARTICLE 13 - LEAVES OF ABSENCE	19
ARTICLE 14 - EMPLOYEE INSURANCE BENEFITS	21
ARTICLE 15 - RETIREMENT	24
ARTICLE 16 - EDUCATION ASSISTANCE	24
ARTICLE 17 - RESERVE OFFICERS.....	25
ARTICLE 18 - LAYOFFS	25
ARTICLE 19 - UNIFORMS	26
ARTICLE 20 - FITNESS CLUB DUES ALLOWANCE AND VOLUNTARY WELLNESS INCENTIVE.....	27
ARTICLE 21 - TRAVEL EXPENSES.....	27
ARTICLE 22 - PERSONNEL RECORDS.....	27
ARTICLE 23 - FUNDING.....	28
ARTICLE 24 - ASSOCIATION MEETINGS.....	28
ARTICLE 25 - DISCIPLINE AND DISCHARGE.....	29
ARTICLE 26 - GRIEVANCE PROCEDURE	32
ARTICLE 27 - TRAUMATIC INCIDENTS	33
ARTICLE 28 - EXISTING CONDITIONS.....	34
ARTICLE 29 - REOPENER AND AMENDMENT AND CLOSURE	34
ARTICLE 30 - LEGAL DEFENSE FUND	35

ARTICLE 31 - SAVINGS CLAUSE.....	35
ARTICLE 32 - TERM OF AGREEMENT.....	35
APPENDIX A - WAGE SCALE.....	37
APPENDIX B - EMPLOYEE RIGHTS TO ASSOCIATION REPRESENTATION DURING INVESTIGATORY INTERVIEWS	37

ARTICLE 1 - AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Oregon City, hereinafter referred to as the "City" and the Oregon City Police Employees' Association, hereinafter referred to as the "Association," for the period of execution through June 30, 2025. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement. It is the purpose of this document to set forth the full agreement between the parties.

ARTICLE 2 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all full-time or regular part-time employees working fifteen (15) hours or more per week for the City, excluding temporary, supervisory and confidential employees but including Police Officers, Senior Police Officers, Police Sergeants, Community Services Officers, Property Officer, Police Records Specialist, Behavioral Health Specialist, Senior Records Specialist, Parking Enforcement Officers, Municipal Court Specialist, Court Services Collections Clerk, and Code Enforcement and Code Compliance Officers (except those enforcing building, fire and other codes and regulations not ordinarily and customarily enforced by a municipal police department).

Part-time employees covered by this Agreement shall accrue seniority but such accrued seniority shall not apply except in relation to another part-time employee in the same classification.

Only regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall earn pro-rata paid time off benefits and health insurance benefits. For the purpose of accrual of all types of paid time off, eligible regular part-time employees shall accrue paid time off on a pro-rata basis, based on the number of hours in the part-time employee's regularly scheduled work week compared to a forty (40)-hour workweek.

For eligible regular part-time employees covered by this Agreement, the City will contribute a pro-rata share of the monthly premium for health and welfare benefits based on the number of hours in the part-time employee's regularly scheduled work week compared to a forty (40) hour work week. To receive this benefit a part-time employee must choose to be covered by the City's insurance under Article 14 of this Agreement.

ARTICLE 3 - EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, sex, marital status, color, religion, national origin, union affiliation, political affiliation, sexual orientation or disability ADA or other protected status in accordance with applicable law. Nothing in this Section however, shall be construed to prohibit actions taken because of bona fide job qualifications.

3.2 Association Participation. Employees covered by this Agreement have the right to form, join, and participate in the activities of the Association and there shall be no discrimination exercised against any employee because of membership in the Association or participation in Association activities.

3.3 Association Representatives. Association representatives shall be allowed reasonable time away from their duty stations without loss of pay consistent with applicable law including when attending meetings with the City for the purpose of negotiating successors to this Agreement (including mediation and interest arbitration if necessary), or relating to the processing of grievances as provided within this Agreement. Such absences shall not hamper the normal operations of the Department and the City shall not incur any liability for overtime pay under the provisions of this Article. Any concerns related to reasonable use of time for on duty Association activities will be addressed through labor management meetings. The Association's negotiating team will be not more than three (3) members, not counting legal counsel, when meeting with the City to secure Agreement renewal.

3.4 Checkoff.

A. The City agrees to deduct monthly membership dues from the pay of employees who have authorized such deductions in writing on forms provided by the Association. The Association agrees to promptly submit dues deduction authorization forms, as well as any written revocations of authorizations to deduct Association membership dues, to the City. The Association agrees to indemnify, defend and hold the City harmless against any claims made and any legal actions instituted against the City as a result of the Association's actions or failure to act under the provisions of this Article. The duty to indemnify includes payment of attorney fees and costs expended by the City in defense of such claims.

B. Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement.

3.5 Association Bulletin Board.

A. The Association shall have a general use and information bulletin board. This bulletin board will have "Oregon City Police Employees' Association" displayed on it. The general use bulletin board may contain information conveyed by letter and/or in memo format related to Association activities, meetings, endorsements or opinions about any matter related to legitimate concerns of Association members. However, campaign materials shall be restricted to the OCPEA's locker room bulletin boards. The City may assume any item placed on the bulletin board has received approval to be posted from a member of the Association's E-Board.

ARTICLE 4 - SECURITY

4.1 No Strike.

A. The Association will not initiate and employee(s) will not participate or engage in any strike, slowdown or any other form of interruption of work during the term of this Agreement or in any interim period between the expiration of this Agreement and the signing of a subsequent Agreement.

Should a strike or other interruption of work occur, the City shall notify the Association of the existence of such activity and request advice from the Association as to whether the activity has been authorized. The Association, immediately thereafter, shall respond to the City's request in writing. Upon receiving a notice of a strike or other interruption of work which is has not authorized, the Association will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Association takes such action, it shall not be held liable by the City for unauthorized activity of the employees involved.

B. In the event employees participate in a strike or other interruption of work in violation of this Article, the participating employee(s) shall be subject to selective disciplinary action which may include discharge.

C. It is understood that striking employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

4.2 No Lockout. The City will not lockout any employees covered by this Agreement provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations. If the City is able to continue its operations, employees not participating in the labor dispute shall be guaranteed work.

ARTICLE 5 - MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary functions of management, including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operation, including subcontracting, and the introduction of new equipment; the right to hire, lay off, transfer and promote; to discipline and discharge its regular employees for just cause and probationary employees "at will"; to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. The exercise of these rights shall be subject to the requirements of PECBA. The City will consult with the Association in adopting employee evaluation procedure.

ARTICLE 6 - PROBATIONARY PERIOD

6.1 New Hires. Except as set forth in Article 6.4, sworn employees with less than eighteen (18) months continuous service shall be on probation and non-sworn employees with less than twelve (12) months continuous service shall be on probation and shall not be considered regular employees. Without limitation of other rights enjoyed by all employees under this Agreement, prior to completion of the probationary period employee may be discharged at will without recourse of the grievance procedure. Documentation of probationary performance shall not constitute "discipline" under the discipline article of this Agreement.

6.2 Promoted Employees. Employees promoted to a new classification within the unit shall be subject to a twelve (12) month probationary period. Promoted employees not successfully completing their probationary period shall be reinstated in their previous classification, without grievance.

6.3 Extensions of Probation. The probationary period may be extended by mutual agreement of the City and the Association, and may be extended for any time the employee is on unpaid leave of absence including workers' compensation, except as required by USERRA.

6.4 Lateral Hires.

A. Lateral Police Officer is defined based on total years of previous service as a full-time sworn Police Officer, who is currently Oregon DPSST certified at another (or other) Law Enforcement Agency (or Agencies) inclusive of any time previously served at the Oregon City Police Department or based on having at least two consecutive years of experience and certification in an equivalent out of state agency as determined by the City. The City evaluates lateral candidates based on years of service, state certification and experience.

B. The probationary period for a lateral officer shall be twelve (12) months from the date of hire.

C. Lateral Officers shall be placed on Oregon City Police Department pay step which is equal to the new employee's years of service as a DPSST certified and sworn officer in Oregon or based on years of experience, certification and qualification in an equivalent out of state agency as determined by the City.

D. A newly hired lateral Police Officer will be credited 80 hours of sick leave.

E. A newly hired lateral Police Officer shall receive eighty (80) hours vacation leave upon successful completion of FTO training.

F. Lateral Officers shall be subject to the other terms of this Agreement.

G. A newly hired lateral Police Officer shall accrue vacation benefits under Article 10.2 of this Agreement based on the total service as set forth in Section 6.4 D above.

J. Defining the terms of recruitment, selection and minimum qualifications of a lateral hire is within the City's discretion.

ARTICLE 7 - SENIORITY

7.1 Defined Accrual. Bargaining unit seniority is defined as an employee's length of continuous service in a bargaining unit position, since their last date of employment. Classification Seniority is defined as an employee's length of continuous service in a job classification listed in Appendix A. In the event two (2) or more employees are hired in the same job classification on the same date, the filing date of their original employment application shall determine their seniority. Continuous service shall be service unbroken by separation from the City as set forth in Article 7.2, below. Time spent on military leave, FMLA/OFLA leave, federal and state protected status leave or other authorized, paid or unpaid leave shall be included as continuous service. An employee shall not accrue seniority when on unpaid leave of absence exceeding one (1) month, except as required by state and/or federal law.

7.2 Loss of Seniority. An employee shall lose all seniority and the employment relationship will be separated if any of the following events occur:

- A. Voluntary resignation or retirement;
- B. Discharge of a regular employee for just cause or discharge of a probationary employee at will;
- C. Layoff for more than twenty-four (24) consecutive months;
- D. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the City within ten (10) days of receipt or fifteen (15) days of mailing, whichever is greater;
- E. Failure to report for work promptly upon expiration of an authorized leave of absence;
- F. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
- G. Failure to return from military leave in accordance with applicable law.

However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

7.3 Promotions out of the Bargaining Unit. Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City within twelve (12) months of the date of promotion will return with the seniority they had accrued at the time of their promotion restored. The time an employee spends in the non-bargaining unit position will not however, be applied toward his/her seniority.

7.4 Scheduling. Provided the employee is otherwise qualified, the Chief shall give consideration to seniority in scheduling days off, annual vacation leave and holiday compensatory time off.

A. Each year a list of employees, listed by classification and seniority within classification, (except employees on probation) will be posted by January 15. Each employee, except probationary employees, will be required to sign up for the shift of his/her choice for each six (6)-month period of the twelve (12)-month schedule, by seniority within the employee's classification.

The senior Dog Handler, as defined by the continuous service of the Dog, shall have the option to reserve one (1) shift (Day Shift, Swing Shift, or Graveyard Shift), for one (1) shift rotation (Summer or Winter rotations), during the calendar year. The other Dog Handler must then choose one (1) of the two (2) other open shifts. After the senior Dog Handler has reserved one (1) shift, the other Dog Handler may reserve a shift from the other shift rotations.

B. Supervisors shall list the days off for positions allocated to the supervisors' respective shifts by January 23. Days off will be scheduled by the supervisors to meet the obligated and unobligated staffing requirements of the department. Final approval rests with the Chief of Police.

C. The sign-up will continue by January 30 and the most senior employees (one-third) must sign-up by February 7. The next most senior employees (one-third) must sign up by February 15, and the junior employees (one-third) must sign up by February 23. Any employee failing to sign up for the shifts of his/her choice will be assigned a shift by the City.

D. Shift length shall be approximately six (6) months with rotations in March and September, with rotations on approximately the same dates as is the current practice.

E. Each employee by seniority shall work at least two (2) different shifts (day, swing, graveyard) during the course of a twenty-four (24)-month period. If this creates a conflict the next senior employee shall be bumped, unless that creates a conflict, in which case the bump shall be to the next senior employee. The requirement that each employee shall work two (2) different shifts in the course of the twenty-four (24)-month period may be waived by the approval of the Chief of Police in cases of personal hardship, personnel situations, or where employees have agreed to trade shifts. The first twenty-four (24)-month period begins March 2008, and extends until March 2010.

F. The requirement that each employee shall work two (2) different shifts (day, swing, graveyard) in the course of a twenty-four (24)-month period, shall not apply to new employees or employees who are assigned to patrol from Detective or School Resource Officer assignments, for the remainder of the twenty-four (24)-month period in which they were hired or reassigned.

G. Probationary employees shall be assigned to the shift their individual Field Training Officer (FTO) selects. Upon release from the FTO, the probationary employee shall be assigned a shift by the Chief of Police for the balance of the twelve (12)-month sign-up.

H. Final approval of the shift schedule and assigned days off for all personnel shall rest with the Chief.

I. The final schedule for the following twelve (12)-month sign-up will be posted not later than March 3.

7.5 Layoff. Layoff, bumping and recall shall be based upon seniority as provided in Article 18.

ARTICLE 8 - SALARIES

8.1 Salary Schedules. Employees covered by this Agreement shall be paid base wages in accordance with the Salary Schedules shown in Appendix A to this Agreement:

A. Effective July 1, 2022, or upon execution of this agreement, the later, employee base wages shall be increased four percent (4%);

B. Effective July 1, 2023, employee base wages shall be increased by four percent (4%); *(Bargaining Note: City offers 1% DC on 7/1/23, see Article 15)*

C. Effective July 1, 2024, employee base wages shall be increased by three (3%);

8.2 Sergeant Scales. The Sergeant salary schedule will consist of three (3) steps as follows:

A. **Sergeant Step 1** will be computed to be ten percent (10%) above the top step police officer base wage.

B. **Sergeant Step 2** will be computed to be four percent (4%) above Sergeant Step 1 and will be attained on the eighteen (18) month anniversary of service as a sergeant.

C. **Sergeant Step 3** will be computed to be four percent (4%) above Sergeant Step 2 and will be attained on the thirty-six (36) month anniversary of service as a sergeant.

8.3 Non-Sworn Longevity. Employees covered by this Agreement, except Sergeants, Senior Police Officers and Police Officers, shall receive longevity pay for continuous service with the City according to the following schedule.

5 years continuous service	1 percent
10 years continuous service	2 percent
15 years continuous service	3 percent
20 years continuous service	4 percent
25 years continuous service	5 percent

Continuous service shall be lost if any of the events listed in Article 7.2 occur. If an employee who suffers a loss of continuous service is subsequently rehired, continuous service shall begin on the date of rehire. However, when a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost. Longevity pay shall be paid in addition to regular compensation.

8.4 Sworn Officer Longevity.

For sworn law enforcement officers with 120 months (10 years) of continuous service with the police department will receive longevity pay in the amount of 2% of base pay monthly.

Effective July 1, 2022, for sworn law enforcement officers with 180 months (15 years) of continuous service with the police department will receive a total longevity pay in the amount of 3% of base pay monthly.

Longevity incentive tiers are not cumulative.

8.5 Working Out of Class Pay.

A. **Officers Working as Shift Supervisors.** An Officer shall be assigned to be in charge of a shift when a Sergeant or Senior Police Officer is absent from a shift. The Officer assigned to be in charge of the shift will be paid seven and one-half percent (7.5%) above the Officer's regular rate of pay when assigned.

B. **Other Employees.** Other employees who are assigned to work in a higher classification shall be paid seven and one-half percent (7.5%) above their regular rate of pay when assigned.

8.6 On Call/Pager Differential. All sworn personnel assigned to the Detective Division, and for the classification of Behavioral Health Specialist will be required to be on call on weekends and shall receive an additional five percent (5%) of base salary.

8.7 Certification Premium. Sergeants, Senior Police Officers and Police Officers shall receive additional compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training. This compensation shall be five percent (5%) of base salary for an intermediate certificate and ten percent (10%) of base salary for an advanced certificate.

8.8 Notification of Disapproval of Time. An employee shall be promptly notified in writing of any change in the time report or time sheet which constitutes a denial or reduction of compensation.

8.9 Section 125 Plan. The City shall maintain a Section 125, IRS pre-tax program.

8.10 FTP Premium. Officers shall be paid a premium of seven percent (7%) of base salary when assigned as an FTO and working with an officer in training.

8.11 Records Shift Differential Pay. Non-sworn employees will bid for shifts in accordance with the provisions of Article 7. If a non-sworn employee works a regularly scheduled shift which extends beyond 1830 hours (6:30 p.m.), the City will pay a shift differential for all hours worked on the shift equal to one and one-half percent (1.5%) of the nonsworn employee's regular rate of pay.

8.12 Graveyard Shift Differential for Sworn Personnel. Sworn personnel assigned to graveyard shift will receive a differential of 1.5% of their base hourly rate for all hours worked during a graveyard shift including any extension of the shift or early call ins attached to the shift. The differential will also be paid on any paid leave. *(Bargaining Note: Incentive will be effective in the pay period after execution of the agreement)*

8.13 Bilingual Premium. Employees fluent in Spanish, Russian or American Sign Language shall be paid an additional three percent (3%) of base salary. The City shall establish a process for testing and standard in fluency; arranging for testing to determine qualification for this incentive and arranging demonstration fluency is the employee's responsibility. This premium is not cumulative.

8.14 Canine Premium. Dogmaster and Dog Handler canine training activities shall be conducted on-duty. Dogmasters and Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet, Employees who serve as Dogmasters or Dog Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal as a family pet, absent routine care for the animal as noted below.

Routine Care: Officers assigned to the K-9 program are responsible for the routine care of the animal. The parties have evaluated the time needed for routine care and have determined that thirty (30) minutes per day is reasonable and sufficient to meet those responsibilities. The canine

employee may be assigned to be off duty with pay for the equivalent of 3.5 hours per regular work week or be assigned to work a full shift for the work week and receive overtime compensation for routine care up to 3.5 hours per week for routine care of the animal.

The City has sole discretion in the selection of canine handlers. The City will supply the canine food and medical costs and will supply a secure kennel at the employee's residence.

The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

8.15 Motorcycle Assignment. Officers assigned as a Motor Officer will receive an additional five percent (5%) of their base wage hourly assigned as a Motor Officer.

8.16 SRO Premium. SROs shall conduct follow-up and closure investigative work involving school and student related cases, and may be assigned DHS cases, crimes against children and other youth related matters. While assigned and performing in capacity as an SRO, SROs shall be paid a premium of ten percent (10%) of their base pay per month while assigned to work a 5/8 schedule, and five percent (5%) while assigned to work a 4/10 schedule.

8.17 SWAT Premium: Employees assigned to SWAT or CNT Teams will receive a premium of five percent (5%) for all hours while engaged in such Team duties. The City reserves the right to withdraw the City and assignment from either team at its discretion without further bargaining obligations.

ARTICLE 9 - HOURS AND OVERTIME

9.1 Workweek. Except as set forth in Section D below, the workweek shall consist of a seven (7) day work schedule-beginning at 12:01 a.m. Sunday and continuing until midnight the following Saturday, and the normal workweek for employees covered by this Agreement shall consist of:

- A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off;
- or
- B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

C. Court employees shall work 9-80 work schedule consisting of one week of four (4) nine (9) hour days and one (1) eight (8) hour day served consecutively followed by two (2) consecutive days off and the other week consisting of four (4) nine (9) hour days, served consecutively followed by three (3) days off. For employees working a 9-80 schedule, the workweek shall begin mid-way through the eight (8) hour workday. Records Division employees may also be assigned by the City to work the 9-80 work schedule. The Chief may make a written decision justifying the return of the Records Division employees from a 5-8 workweek to a 9-80 work schedule prior to concluding ORS 243.698 bargaining. Such written decision by the Chief will be provided to the Association at least ten (10) calendar days before the Chief implements

the return to a 5-8 work week schedule for records employees. In the event the City determines that the 9-80 schedule is not meeting operational needs, court employee's work schedules may be changed to a five (5) eight (8) hour schedule with thirty (30) days' written notice.

D. Newly hired employees who are attending the Academy to obtain basic certification will be assigned to training schedules and hours established by DPSST. During the period an employee is undergoing training at the Academy, his/her regular work schedule shall be forty (40) hours per workweek. Only time spent in training in excess of forty (40) hours in a workweek, exclusive of meal periods, shall be compensated at one and a half (1 ½) times the employee's regular wage.

9.2 Workday. The workday is a consecutive eight (8) hour day, consecutive nine (9)-hour day or a consecutive ten (10)-hour day, day, with interruptions for rest and meal periods each consecutive workday shall have the same start/stop time as every other day in the workweek. The Chief may approve a schedule exception based on unforeseen operational needs.

9.3 Other Shift Schedules. The City and the Association may agree to any other shift schedule.

9.4 Rest and Meal Periods. Except in case of emergency, each employee shall have a thirty (30) minute meal break and two fifteen (15)-minute paid rest periods within each workday. Meal breaks for sworn officers assigned to the patrol and detective divisions shall be paid. Meal breaks for all other employees shall be unpaid.

9.5 Overtime Opportunities.

A. Any work performed in excess of the regularly scheduled shift constitutes overtime and will be paid at one and one-half (1 -1/2) the employee's regular rate of pay.

B. The City shall have the right to assign overtime work as deemed necessary for the efficient operation of the Department. The City shall assign work on a voluntary basis prior to resorting to mandatory overtime and the following principles will be followed when assigning overtime work:

1. Where two (2) or more on-duty employees are known to be willing to work overtime, overtime work of the same nature arising on that shift will be assigned on a seniority basis.
2. Where the City needs to call persons in early who are scheduled to work the next shift, the City will seek to evenly distribute the overtime.
3. The City will provide an overtime assignment form which will reflect the names of employees who have worked overtime past their regular shift or have been

called in early to work overtime, whether the overtime was voluntary or mandatory. This form will be used to assist in determining fairness in overtime assignments.

4. Overtime details that are known to the City seven (7) calendar days or more prior to the overtime detail will be offered to available off-duty employees on a seniority basis. However, an employee may not use their seniority to sign up for more than two (2) overtime shifts per each type of overtime detail. Overtime details not filled by seniority may be filled voluntarily or assigned if not voluntarily filled seventy-two (72) hours prior to the overtime detail in order to distribute overtime as evenly and equitably as possible.

5. The voluntary overtime sign-up sheet will contain instructions on how employees will sign up for the voluntary overtime.

6. Unfilled voluntary overtime may be assigned to on-duty employees using the City overtime form (Section 3). Except in cases of emergency, the employee will not be required to work more than fourteen (14) hours in a twenty-four (24)-hour period. Upon mutual agreement of the City and the employee, the employee may be allowed to work in excess of fourteen (14) hours, however, employees will be allowed at least eight (8) hours between work assignments.

7. Except in the case of an emergency, employees who are off on vacation, sick leave, holidays or compensatory time, or on regular days off in conjunction with vacation, holiday and compensatory time will not be called back to work overtime.

8. The provisions and limitations of sections 6 and 7 will not apply to employees working in their official capacity in circumstances beyond the control of the City, including mandated testimony in judicial or administrative proceedings.

9. In the Department "future overtime log" only police officers may sign up for overtime opportunities to fill in for officers; only sergeants may sign up for overtime opportunities to fill in for sergeants; provided however that any police officer or sergeant may volunteer to work any overtime opportunity within the seventy-two (72) hours immediately preceding a vacancy on a first come-first-served/assigned basis. Only officers qualified to act as SPO or Sergeant may fill a Sergeant vacancy.

9.6 Overtime Rounding and Compounding. Overtime shall be calculated in increments of fifteen (15) minutes.

For the purpose of computing overtime compensation, paid time off shall be considered hours worked.

9.7 Compensatory Time. The Chief may authorize compensatory time in lieu of overtime pay. Compensatory time shall be earned at one and one-half (1-1/2) times the overtime hours worked.

If the Chief of Police elects not to grant a compensatory time off request due to operational needs or to avoid overtime expense, the employee may elect to receive payment for the compensatory time requested within ten (10) days.

Employees who are separated from employment with the City shall be paid for their compensatory time at their final regular rate.

9.8 Callback. Employees who are called to return to work, including court appearances, after leaving duty for the day shall be guaranteed a minimum of two (2) hours of overtime pay. Employees who are called to return to work, including court appearances, on their regularly scheduled day off, previously scheduled vacation day, holiday day off or compensatory day off shall be guaranteed a minimum of four (4) hours of overtime pay. In the event that an employee is called in on their day off for two separate incidents, the second obligation will trigger a minimum four (4) hours of overtime pay, beginning at the time of the second obligation. An additional overtime callback will be paid beginning at the time of the first obligation, running until the beginning of the second obligation. Example: An employee has two grand-jury subpoenas, beginning at 9:30 am, and noon. For the noon subpoena, the employee would be paid a four (4) hour callback. For the 9:30 am, subpoena, the employee would be paid an additional 2 ½ hours of overtime; for a total of 6 ½ hours of overtime.

This Section shall not apply to early call-in of less than two (2) hours preceding the start of a regular shift when the call-in is for training or for an assignment which is undertaken on a voluntary basis (i.e., Safety Committee, Reserve Coordinator).

9.9 Schedule Changes. Work schedules shall be posted on the Department bulletin board. Except for emergencies, any changes in work schedules shall be posted a minimum of seven (7) days prior to the effective date of the change. However, the Chief or his designee may reassign employees to a different shift temporarily for good cause. Such reassignments shall not be grievable, but employees shall receive at least seven (7) days' notice prior to reassignments, unless precluded by an emergency. Schedule changes approved for the convenience of the employee, by mutual agreement, or for abnormal operational needs, shall not be subject to the notification requirements. An assignment in violation of this Article's notice requirement will be paid at the overtime rate for the portion of the notice period which is less than seven (7) days.

ARTICLE 10: VACATION

10.1 Years of Employment Defined. Years of employment shall be years of continuous, service from last date of hire without a break in seniority as set forth in Article 7.2, except as defined for lateral hires.

10.2 Accrual. Full-time employees shall accrue vacation leave at the rates shown below.

Years	Per	Approximate
City of Oregon City and OCPEA (legislative draft 6-30-22)		
Collective Bargaining Agreement 2022-2025		
Page 13		

of Employment	Month	Days/Year
0-3 years	8.15 hours	12.23
4-6 years	10.05 hours	15.08
7-9 years	11.44 hours	17.16
10-14 years	13.35 hours	20.03
15-19 years	14.73 hours	22.10
20-24 years	16.81 hours	25.22
25- years	20.11 hours	30.17

Part-time employees accrue prorated vacation benefits based on FTE.

10.3 Ineligibility for Vacation. Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

10.4 Accrual Balance Statement. Vacation time shall be accumulated to a maximum of two hundred forty (240) hours. Effective for 2023, the maximum will change to 320 hours. The City shall provide each employee with a monthly statement showing the vacation leave balance.

The vacation accrual cap shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

Employees shall have the option to be compensated up to forty (40) hours of earned vacation once per year in the month of November. Vacation cash outs will be valued at the employee's rate of pay as of November 1st. Employee cash out requests shall be submitted not later than October 10th and will be paid in the November payroll. Hours applied will reduce the employee's vacation balance available as of November 1.

10.5 Time Off. Requests to use vacation, compensatory time, or holiday leave shall not be denied on the basis of minimum staffing, provided that the request is submitted at least 72 hours before the requested time off and no other employee has requested vacation, compensatory time or holiday leave.

ARTICLE 11 - HOLIDAYS

11.1 Holiday Accrual. Full-time employees shall receive 104 hours of holiday leave in lieu of holidays listed below (accrued at the rate of eight (8) hours for each holiday listed below, (13 holidays @ 8 hours each). These holiday leave hours shall not accrue until the date of the holiday listed below and cannot be taken until on or after the holiday normally falls in the calendar year. Holiday hours shall not accrue in excess of one hundred twenty (120) hours.

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Floating Holiday in lieu of	Lincoln's Birthday
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Floating Holiday in lieu of	Christmas Eve December 24 th
Christmas Day	December 25 th

Part-time employees will receive prorated holiday leave based on FTE.

Holiday hours are floating holidays and may be taken as such; provided, however, that the City may require sworn and non-sworn office personnel who are not assigned to patrol to take holiday time off on the date the holiday is observed.

11.2 Payment for Holiday Balance at Termination. Employees shall be compensated for accrued but unused floating holidays at termination or other separation of employment at the employee's final hourly rate.

11.3 Day Observed. When one of the above holidays falls on a Saturday, the previous Friday shall be observed as the holiday; when one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

11.4 Holiday Premium Pay. All employees who are assigned to patrol and who are mandatoried by their supervisor to work shifts starting on July 4, Thanksgiving Day or Christmas Day will receive time and one-half compensation in addition to their straight-time compensation (2½) for their entire shift, irrespective of whether their shift extends outside those holidays. Employees whose shifts extend into July 4, Thanksgiving Day or Christmas day will not be eligible for double time and one-half (2 ½) for work performed on those holidays, unless they are mandatoried by their supervisor. Any voluntary work performed on July 4, Thanksgiving Day or Christmas Day will be paid at the standard time and one-half (1½) rate.

All employees who are mandatoried (does not include regularly scheduled patrol) to work on other recognized holidays shall receive time and one-half (1-1/2) compensation for work performed on those holidays. Holiday premiums shall not be paid on Lincoln's Birthday, the day after Thanksgiving, or Christmas Eve, which are either taken off as a Floating Holiday or are considered a normal operational work day for all employees. Any volunteer work performed on these holidays will be paid at the employee's standard rate of pay.

Sworn employees assigned to patrol whose normal workday would fall on a recognized holiday shall not be required to take the day off. For purposes of this Section "assigned to patrol" means only Officers and Sergeants directly assigned to patrol duties and does not include employees assigned to specialty assignments, such as SRO, Traffic, etc.

11.5 Differentials for Varying Workdays. Any employee who works other than a 5/8 schedule must use vacation or compensatory time to make up the differential between holiday pay and the pay received for their regular workday.

11.6 Accrual Reports. The City shall maintain a system to provide each employee with a monthly statement showing all employee leave balances (including Holiday leave).

The holiday accrual cap of one hundred twenty (120) hours shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

ARTICLE 12 - SICK LEAVE

12.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of ten (10) hours per month. There is no maximum on the number of sick leave hours that may be accrued.

Newly hired employees shall accrue sick leave from the beginning date of employment, but shall not be eligible to use sick leave during the first month of employment.

12.2 Use of Sick Leave. Employees may utilize their accumulated sick leave for any of the following reasons:

A. When they are unable to perform their duties due to an off-the-job illness or injury, pregnancy, medical or dental care or exposure to a contagious disease;

B. When their presence is required to care for a member of their immediate family who is ill or injured in accordance with OFLA (ORS Chapter 659A) and Oregon Sick Leave law (ORS 653.601-661);

C. When a minor child, dependent or employee is a victim of domestic violence, harassment, sexual assault or stalking to seek legal assistance, obtain medical treatment, relocate or engage in other activities as required by ORS 659A.272;

D. When the employee's place of business is closed, or the employee's child's school or place of care is closed by order of a public official due to a public health emergency;

E. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member; If the Company is required by law to exclude the employee from work for health reasons; or bereavement.

G. For any purpose allowed by the Oregon Sick Leave Law and OFLA, including bereavement leave of up to eighty (80) hours to grieve, attend the funerals/bereavement events or make funeral arrangements for the loss of an immediate family member, provided the leave is taken within sixty (60) days of notice of death.

H. For the birth, adoption or foster care placement of a child, consistent with applicable law.

I. To supplement workers' compensation time loss benefits in accordance with Article 14.7 of this Agreement.

J. or for other purposes as required by applicable law.

Employees may elect to substitute vacation leave, holiday leave or compensatory time for sick leave.

In no event shall sick leave be used to extend a vacation period. Intentional abuse of sick leave is cause for discipline, which may include discharge.

The City may direct the use of sick leave where the City has a reasonable basis to conclude, based on medical opinion/certification, that an employee is unable to work due to an illness or a health condition which is not as a result of an employee's employment with the City. The City may require an employee to undergo a medical evaluation at City expense when it has a good faith concern that the employee cannot perform the essential duties of his/her job or would pose a direct threat to their safety or the safety of another if allowed to continue working.

12.3 Reporting Absence. Employees who are ill or injured and unable to report to work shall make a reasonable effort to notify their immediate supervisor prior to their reporting time. In case of a continuing illness, employees shall keep their immediate supervisor advised of the employee's inability to report to work. When the need to utilize leave is foreseeable, the employee shall notify the City of the need for the leave ten (10) calendar days prior to the date the leave will begin or as soon as practicable. Employees must make a reasonable effort to schedule foreseeable leave in a manner that is not unduly disruptive to operations. The City may discipline an employee for failing to provide proper notice or for failing to make a reasonable effort to schedule leave in a manner that is not unduly disruptive to operations.

12.4 Substantiation. The City may require certification to substantiate that an illness or injury was for an allowable sick leave purpose, consistent with applicable law. Such certification includes documentation signed by a healthcare provider or documentation supporting the use of sick leave for domestic violence, harassment, sexual assault stalking or other reasons listed in Article 12.2 above, consistent with applicable law. When sick leave is used for family leave purposes, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a medical certification form to support the use of family leave and to obtain second and/or third opinion as provided by law. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the City shall bear the cost of the required certifications. An employee may be required to provide a fitness for duty certification before returning from family leave.

12.5 Sick Leave Fold-In on Retirement. Accrued sick leave shall be applied to retirement or disability benefits through the Public Employees Retirement System as outlined in ORS Chapter 238 and the administrative rules and regulations of the Public Employees Retirement System for the purpose of increasing retirement benefits for those employees who are eligible.

12.6 Medical and Dental Appointments. Paid time off for routine and pre-scheduled medical and dental appointments shall be granted to employees without deductions from their sick leave for an absence of up to two (2) hours. Any absence of more than two (2) hours shall be deducted from the employee's sick leave, unless the employee elects a deduction from vacation, holiday or compensatory leave accounts. It is the responsibility of the employee to make every effort to schedule appointments during off-duty hours. When employees' work schedules are such that they cannot schedule such appointments before or after work, the employee is to schedule such appointments so as to minimize interference with their work schedule.

For the purpose of this Article “immediate family” shall include: an eligible employee’s grandparent; grandchild; spouse; Oregon-registered same gender domestic partner; the domestic partner’s child or parent; biological, adoptive, foster or stepchild; parent-in-law; biological, adoptive or foster parent and a person with whom the employee was or is in a relationship of in loco parentis.

12.7 Sick Leave Incentive. Effective January 1, 2018, excluding the first forty (40) hours of leave protected under the Oregon Sick Leave Law, OFLA and FMLA, any employee who uses ten (10) hours or less of unprotected leave from the beginning of the January pay period and ending with the December pay period will be granted twenty (20) hours off to be scheduled off in the manner of compensatory time or vacation. The twenty (20) hours must be taken during the January to December pay period of the following year or forfeited.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Leaves of Absence Without Pay. An employee may be granted a leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and that the work of the Department will not create an undue burden upon the City by the temporary absence of the employee. The City may interrupt or terminate such leave by thirty (30) days written notice certified mail to the address given by the employee on his or her written application for such leave. Upon receipt of notification that the City desires the employee to return to work, the employee shall return to work within (10) days or be subject to discipline.

Such leave shall not be approved for the purpose of accepting employment with another employer or engaging in self-employment. Employees who violate this condition or other terms of their application for unpaid leave will be subject to discipline, including discharge.

Employees on leave of absence without pay shall not accrue vacation or sick leave and may be required to reimburse the City for insurance premiums. If the City does not require an employee to reimburse insurance premiums, such action will not be deemed a binding precedent and the Association will not maintain that such action establishes a past practice. Employee seniority will continue to accrue during the period of an authorized unpaid leave of absence.

13.2 Military Leave. Military leave shall be granted in accordance with Oregon and federal law. The fifteen (15) days referred to in ORS 408.290 shall be applied to the first fifteen (15) days of absence from work occasioned by a service member’s military duty and training in each calendar year or as otherwise required by law.

Employees may donate vacations, holiday and compensatory time to an employee who is ordered to active duty in the Armed Forces of the United States by order of the President.

Balances donated will become available for transfer when the recipient has exhausted all paid leave. The vacation, holiday and compensatory time will be valued on an hour for hour basis, irrespective of differences in the donor's and donee's rates of pay. Donors must submit a written authorization for leave donations on forms provided by Human Resources. The City thereafter shall make periodic disbursements to employee to keep the donee in fully paid status until funds in his earned leave accounts are exhausted.

13.3 Non-Duty Witness or Jury Duty. If an employee is called for jury duty or is subpoenaed as a witness, the employee shall be granted leave with pay. Compensation received (except travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact the employee's supervisor, who may assign the employee for the remainder of the employee's regular workday at his/her discretion.

13.4 Funeral and Bereavement Leave. In the event of death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster children, or other relatives not listed but residing in the employee's household) an employee may be granted a leave of absence up to three (3) calendar days with pay, concurrent with any applicable OFLA leave. Employees may also use their sick leave for funeral and bereavement leave in accordance with OFLA. Additional paid leave of absence may be granted on an individual need basis. Such leave of absence must be approved by the Chief and, if extended, by the City Manager.

13.5 Parental, Family and Other Protected Leave. Parental and family leave may be taken pursuant to applicable state and federal law as set forth in the City's Leave of Absence Policy. Generally, these laws provide leave for the employee's own serious health condition, for the care of specified family members with serious health conditions, for parental leave purposes, to care for a child who needs home care but does not have a serious health condition and for certain other qualifying reasons. While out on such leave, an employee may utilize accumulated sick leave, vacation time, compensatory time and holiday time in any order. In the event an employee does not specify which paid leave bank is preferred, sick leave will be used first, followed by compensatory time, holiday and vacation leave. After using all paid time, the employee may take the balance of any qualifying parental and family leave without pay.

Except where otherwise required by law, all parental and family medical leaves required under state and federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement, irrespective of paid leave bank used or whether the employee is on unpaid status. The employee may be required, at City expense, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 14 - EMPLOYEE INSURANCE BENEFITS

14.1 Health Insurance and Contributions. The City shall provide medical, hospitalization, dental, and optical insurance for employees covered by this Agreement and their eligible dependents. The following insurance programs will be available: MODA Medical Plan and Kaiser for medical, Pacific Source and Kaiser Dental and VSP vision.

Pacific Source Dental and Kaiser Dental Insurance shall be fully paid. Employees shall pay five percent (5%) of the monthly premium cost for medical and vision coverage through payroll deduction. For full-time employees who are participating in MODA medical plan, employee contributions will be computed as:

Single Coverage	5% of tiered Single premium
2 party Coverage	5% of tiered 2-party premium
Family Coverage	5% of the composite premium

For employees who are participating in Kaiser, employee contributions will be computed at 5% of the tiered rate.

For part-time employees, premium costs will be computed based on FTE.

14.2 Employee Health Insurance Opt-Out Election. In the event a married couple is employed by the City, the bargaining unit spouse may opt out of primary coverage under this Agreement and elect only spousal dependent coverage. In such event, the City will contribute to the employee's HRA account \$250 during January of each opt-out benefit plan year.

14.3 Retiree Medical. Upon retirement at or after PERS eligible retirement age, the City shall provide the option to each employee and family member to continue the same medical coverage provided to the employees of the City as a retiree benefit under the terms of the retiree plan. This benefit is limited to the extent guaranteed by ORS and is subject to the limitations of the insurance plan(s) and law.

(Up to age 65) Eligibility of each individual retiree plan participant is lost upon attaining age 65 or Medicare eligibility for any reason if earlier. The City will pay one-half (1/2) of the insurance premium for the retiree only, if the employee has retired based on PERS age and years of service criteria for employees hired after July 1, 2019, and who has completed at least ten (10) consecutive years of service in the bargaining unit on date of retirement.

(Life long:) Employees employed as of June 1, 2016 and without a break in service through the retirement date will continue to be eligible for a 50% Medicare Plan B supplement reimbursement as follows: After age 65, the City will pay one-half (1/2) of the insurance premium for the employee only for Medicare supplemental health care coverage if and to the extent that such coverage is offered by the group plan provider and the plan in which the employee was

enrolled at time of retirement. Those retirees choosing additional coverage or coverage for other members of the household will be required to pay all additional costs of such insurance.

14.4 Life Insurance. The City shall provide a \$25,000 double indemnity term life group insurance policy for all employees covered by this Agreement and a \$1,000 term life group insurance policy for each dependent of an employee, covered by this Agreement. Premiums for this coverage shall be paid by the City. The City's plan shall allow employees to purchase additional life insurance at their own expense

14.5 Liability Insurance. The City shall provide a \$1,000,000 liability and false arrest insurance policy or provide similar protection through a program of self-insurance for all employees within the bargaining unit. Premiums for this coverage shall be paid by the City.

14.6 Disability. The City shall provide a disability (salary continuation) insurance policy for employees covered by this Agreement. This policy shall provide employees who are determined to be eligible for benefits by the insurance carrier an income equal to two-thirds (2/3) of the employee's pre-disability earnings less deductible income in accordance with the City's insurance policy, up to \$6,000 per month starting ninety (90) days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Long term disability insurance payments shall be integrated with, but not paid in addition to sick leave or other disability payments such as Social Security, Worker's Compensation, or PERS. Premiums for this coverage shall be paid by the City.

14.7 Workers' Compensation. The City shall provide all employees covered under this Agreement with industrial accident insurance coverage for job-related injuries and occupational illnesses that might be incurred by the employee. Benefits under this coverage shall include medical treatment and care, as well as disability compensation during periods of time lost from the job. Premiums for this coverage shall be paid by the City.

A. When an employee is absent from work because of an on-the-job injury or occupational illness, the time off will not be charged to sick leave, except as provided below. The employee may select one of the following options:

1. The employee will only receive their ~~his/her~~ Workers' Compensation payments.
2. Employees will receive their regular paycheck and benefits for the period they are receiving time loss payments. However, any time loss payments will be deducted from the employee's paycheck based on net pay and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.

Under option two (2), the following will occur:

a. No sick leave will be deducted from the employee's sick leave accruals for one hundred eighty (180) days from the date immediately following the first day of absence due to a compensable injury or occupational illness. This 180-day period begins on the first date of absence following the original date of injury or occupational illness, as determined by the City's workers' compensation program's third-party administrator (TPA). Days where the employee works a minimum of four (4) hours will not count in the calculation of the 180-day period.

b. After one hundred eighty (180) consecutive calendar days immediately following a compensable injury, employees shall use available sick leave for integration with their Worker's Compensation payments in order to receive their net monthly wages. In this situation, a full paycheck will only be received if the employee has available sick leave accrued. Days where the employee works a minimum of four (4) hours will not count in the calculation of the 180-day period.

c. In the event an employee's sick leave benefits are depleted, the employee shall use available compensatory time, vacation pay and holiday pay for integration with their Worker's Compensation payments in order to receive their net ~~gross~~ monthly wages. In the event an employee does not specify a preference, compensatory time will be utilized first, followed by holiday pay, then vacation pay.

d. In the event of overpayment, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck, in accordance with applicable law.

e. In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was or was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what the employee should have received in sick leave and other benefits pursuant to Section 14.7, above. The City agrees to notify the Association of the need for the adjustment and consult with Association representatives to ensure a proper adjustment is made.

14.8 Obligation to Pay Premiums is Exclusive. It is understood that the City's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

14.9 Changes in Provider or Benefits. In the event that the City should desire to change to different insurance plans or insurance carriers for any of the provided insurance programs, the City and the Association shall jointly meet and review the coverage proposed by the new

carrier(s) to insure that the proposed coverage is equal to or better than what is currently being provided. Outside consultants may be utilized to aid in analyzing new proposals for insurance coverage. The parties agree to bargain insurance changes as required by PECBA.

In the event that the City is notified by any of its insurance carriers of a change in benefits, the City shall promptly notify the Association.

14.10 HRA-VEBA. The City will contribute one percent (1%) of an employee's monthly salary (inclusive of certification premiums (Article 8.6) and premium pays of K9, Detective or, SRO) into a tax-free VEBA account, and once a year on January 15, the City will put the cash equivalent of all hours over forty (40) hours of compensatory time into the employee's VEBA account.

ARTICLE 15 - RETIREMENT

15.1 City will pay the employer payment to PERS Tier I and II and to OPSRPP for each employee as required by PERS law, rules and regulations. The City will pay ("pickup") the employee's 6% contribution (ORS 238A.330/ORS 238.200) as permitted by PERS laws, rules and regulations.

15.2 Deferred Compensation. The City will contribute three percent (3%) of base salary (inclusive of certification premiums (Article 8.6) and premium pays of K9, Detective or, SRO) to a Section 401(a) deferred compensation plan. Effective July 1, 2023, the City contribution to deferred compensation will be increased by one percent (1%) for a total of a four percent (4%) contribution.

ARTICLE 16 - EDUCATION ASSISTANCE

16.1 Subject to a maximum of Five Thousand (\$5,000) dollars per employee, per fiscal year, the City will reimburse employees for the cost of books, tuition and required class materials for any successfully completed undergraduate academic course which is directly related to their job classification or to an undergraduate degree program approved by the Department. The course must be approved in advance by the Police Chief, and completed with a grade point of 2.0 or better. Reimbursement of tuition is subject to a budgeted amount not to exceed Twenty Thousand (\$20,000) annually in the Police Department budget. Funds shall be distributed on a first come first serve basis.

16.2 Reimbursement is not available to those employees who are eligible to receive compensation through other subsidizing programs. Any employee requesting tuition reimbursement may be required to demonstrate their ineligibility to receive compensation and/or reimbursement through these programs.

16.3 A further stipulation for any tuition reimbursement is that the benefited employee is

required to continue employment with the City for a period of two (2) years after completion of the courses provided. Voluntary separation from City service prior to this time period will require that the employee return to the City a portion of the amount received. The employee will be given credit for one twenty-fourth (1/24) of the amount received for each month of completed service after completion of the course for which reimbursement was made.

ARTICLE 17 - RESERVE OFFICERS

17.1 Reserve as Replacements. Reserve officers and/or volunteers will not be utilized by the City to replace regular employees of the Department in the event of layoffs.

17.2 Special Association Membership. Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in Article 30 of this Agreement.

ARTICLE 18 - LAYOFFS

18.1 Notice of Layoff. If the City determines the need exists for a reduction in the workforce, written notice of not less than two weeks shall be provided to the employees to be laid off. All seniority credit is lost after a break in service of twenty-four (24) months. Employees shall not accrue seniority or any other benefits while on layoff.

18.2 Layoff. While the City reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be made on the basis of employee's seniority within the job classification. Employees who receive notice of layoff shall have the right to accept the layoff or exercise their bumping rights in accordance with Article 18.3, below.

18.3 Bumping. Any bargaining unit member given notice of layoff who has held a position in a different classification within the bargaining unit within five (5) years preceding the intended date of layoff may bump the incumbent in that classification who has the lowest bargaining unit seniority. An employee who is notified of layoff must exercise his/her bumping rights in writing to Human Resources within seven (7) days of notice of layoff. An employee who bumps another employee will be placed on the same shift as the employee they bumped for the duration of that shift bid.

18.4 Recall. Employees shall be recalled from layoff according to seniority in the classification from which they were laid off. The names of employees laid off shall be placed on recall lists by job classification. An employee's position on the recall list shall be based upon bargaining unit seniority as defined in Article 7.1. An employee's layoff status shall be changed to terminated status, if he/she has not been recalled within twenty-four (24) months of the date of layoff. Laid

off employees shall have ten (10) calendar days from receipt of written notice or fourteen (14) calendar days of the sending of the written notice, whichever is later, in which to accept recall. Notice of acceptance must be directed in writing to Human Resources. Recalled employees must report to work within twenty-one (21) calendar days from receipt of written notice of recall, unless agreed otherwise. Notification of recall shall be by certified letter sent to the last address provided to the City by the employee. It is the responsibility of the employee on layoff status to keep the City informed as to changes of address. Return of the notice as undeliverable because the employee has moved without notifying the City will constitute rejection of recall, unless the employee otherwise informs Human Resources acceptance of recall within the deadlines set forth above.

18.5 Administration. No regular full-time employee shall be laid off while temporary employees are retained in the same job classification. No new employees shall be hired into job classifications from which employees have been laid off until the recall list has been exhausted. Employees outside the bargaining unit will not be permitted to "bump" into job classifications covered by this Agreement.

ARTICLE 19 - UNIFORMS

19.1 Uniforms. The City shall provide uniforms for all employees required to wear uniforms and shall provide fitted ear pieces for all sworn employees. Uniform items shall be replaced by the City as needed due to normal wear and tear or damage incurred in the line of duty.

19.2 Boots and Shoes. The City will contribute up to two hundred seventy-five dollars (\$275.00) to fully reimburse or partially reimburse sworn officers, code enforcement officers and community service officers for footwear purchased for work purposes. Sworn officers, CEOs and CSOs are eligible for the footwear reimbursement once every two (2) years in the month of July. The City will contribute up to seventy-five dollars (\$75.00) annually, in the month of July, to fully reimburse or partially reimburse non-sworn personnel other than CEOs and CSOs for footwear purchased for work purposes. Footwear shall be selected by the individual employee but shall conform to standards set by the Chief. Payments are subject to showing of receipts.

19.3 Clothing Allowance. Officers assigned to the Detective Division shall be reimbursed up to a maximum of six hundred fifty dollars (\$650.00) annually for outer clothing including dress slacks, sport jackets, ties, and/or dress shirts. Clothing may be selected by the employee but must conform to standard set by the Chief. Approved reimbursements will be made to the employee by check within thirty (30) days of turning in the receipt and will be paid subject to IRS reporting and withholding requirements.

19.4 Cleaning. The City will provide for the cleaning of City supplied uniforms not to exceed more than four (4) cleanings per month per employee. Additional uniform cleanings may be granted on an approved need basis.

19.5 Body Armor. Soft body armor shall be provided by the City and replaced as recommended by the manufacturer.

19.6 Handgun Storage Device. The City will provide sworn officers a handgun home storage device for their department duty weapon.

ARTICLE 20 - FITNESS CLUB DUES ALLOWANCE AND VOLUNTARY WELLNESS INCENTIVE

The City will continue to pay directly \$15 per Month to a fitness club accepting a direct deposit.

The City reserves the right to monitor workout activity. An employee who fails to work out regularly (at least two times per week) shall lose contribution credit by the City and must pay full membership by payroll deduction until a two-month record of regular workouts is established. Failure to utilize the gym for good reason, such as medical condition or vacation shall not result in loss of contribution credit.

In addition, the City will offer a wellness incentive to employees pursuant to the Memorandum of Understanding entered into between the parties on October 26, 2018 as modified on April 3, 2019. Either the City or the Association has the right to discontinue to voluntary wellness incentive upon written notice to the other party during the month of December. Any such discontinuation shall become effective for the subsequent calendar year without impact bargaining.

ARTICLE 21 - TRAVEL EXPENSES

Employees shall be reimbursed for expenses incurred when traveling on City business or when required to use their personal vehicle for travel on City business. Regulations regarding approval and reimbursement of travel expenses are outlined in the City's Administrative policies.

ARTICLE 22 - PERSONNEL RECORDS

22.1 The Personnel Record. Personnel Records shall be maintained on each full-time employee of the City. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall be placed in the employee's personnel file. The personnel file is maintained in City Human Resources. The City also maintains supervisory and investigatory files. Personnel records for sworn employees will be retained consistent with applicable law.

22.2 Employee Response. A copy of any written item placed in an employee's personnel file, which has not already been provided, shall be furnished to the employee within three (3) days. The employee may respond in writing within seven (7) days to any information with which he disagrees, and such response shall be placed in his personnel file.

22.3 Inspection and Copies. Employees or the Association representative with written permission of the employee, shall have the right to inspect their personnel file. The employee or Association representative may request a copy and shall pay the cost of making copies from these files at the City's standard charge. Neither the file nor items in the file may be removed from the Human Resources Department. An employee may arrange with a supervisor to inspect the supervisor's file. Investigatory files may be inspected when the investigation is concluded at a time arranged for with the Chief of Police.

22.4 Removal. Written reprimands and any response written by the employee shall be removed from the employee's personnel file after three (3) years upon request of the employee, provided there is no subsequent written reprimands or disciplinary action for the same or similar conduct taken during the intervening period of time. Documents removed shall be retained as required by applicable law.

22.5 Transmittal. No portion of any employee's personnel file, supervisor's files, or investigative files shall be transmitted for other than a business purpose without the employee's written consent, court order, or order by the Clackamas County District Attorney.

ARTICLE 23 - FUNDING

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City of Oregon City. In the event that the City does not receive the required voter approval needed to fund the annual budget the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback of services.

ARTICLE 24 - ASSOCIATION MEETINGS

The City and the Association recognize that most employees covered by this Agreement are employed in Departments which utilize twenty-four (24) hour per day schedules and that these work schedules would not allow all of the Association members to be present at a meeting to discuss Association business. The City and the Association agree to the following:

A. Attendance of on-duty Association employees at Association meetings is subject to operational needs as determined by the City and is limited to one (1) hour per month.

B. There shall always be one (1) patrol officer on duty at all times who is not in attendance at any called Association meeting; all other on-duty employees shall be subject to call back to duty for any reason pertaining to City business.

C. The Police Records office shall not be left unstaffed because of provisions in this article.

D. Association meetings may be scheduled in advance and held in the City Commission Chambers subject to the regular scheduling procedures used by the City for that room.

E. PAC or political campaign related activity shall not be conducted at or in conjunction with any meeting held on City premises or attended by on-duty personnel.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

25.1 Disciplinary Measures. Disciplinary action for non-probationary employees shall be for just cause. The definition and application of just cause for sworn officers is subject to applicable law, including ORS 243.808 and 243.809. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action: *(Bargaining Note: Parties acknowledge ORS 243.808 applies to all disciplinary actions imposed by the City.)* *(Bargaining Note: Parties acknowledge that changes in just cause statutes may result in reopener bargaining as provided by Article 31)*

- A. Oral reprimand *(even if documented in writing)*
- B. Written reprimand
- C. Reduction in pay (Step Reduction)
- D. Suspension without pay
- E. Demotion
- F. Discharge

The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures.

25.2 Due Process. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or ~~his/her~~ designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

25.3 Association Representation in Discipline Process. The City acknowledges the right of the employee to have a representative of the Association present at stages C, D, E and F of the disciplinary process. The City agrees to work under the Association's posted notice concerning employee rights in the disciplinary process per Appendix B.

25.4 General Procedures.

A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, untruthfulness, unlawful use of force, and/or a violation of civil rights will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.

2. Notice of Investigatory Interview. At least seventy-two (72) hours prior to a disciplinary interview, the result of which could be that the City may impose an economic sanction upon the employee, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time. The employee will be afforded the opportunity to consult with an Association representative. The employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than an oral warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

3. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

4. The City shall make a reasonable good faith effort to conduct these interview's during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chiefs designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours, as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift.

5. The employee will be required to answer any questions specifically involving the non-criminal matter(s) under investigation. Employees will also be required to answer any questions specifically involving any criminal or potentially criminal matter(s) being investigated, if they have been given Garrity protections. Employees will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

8. The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be transcribed by the City and the employee and the Association shall be provided a copy thereof.

9. Interviews and investigations shall be concluded within forty-five (45) calendar days of the interview date of the employee, as set forth above. The City may unilaterally extend the date for conclusion of the investigation by thirty (30) calendar days, provided that the Association and the employee receive written documentation of the City's extension decision on or before the start of the extension period. Fourteen (14) calendar day extensions may occur one (1) or more times subject to Section 25.4(A)(10).

10. The employee and the Association shall be notified in writing of the results of any investigation and for non-criminal investigations, those results must be presented in writing to the employee and the Association within one (1) year from discovery by the City of the basis of discipline.

B. **Use of Deadly Force Situations.** Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney and provided an opportunity to review any video or audio recording available to the Department relating to the incident prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

C. **Criminal Investigations.** Section 25.4 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.1 Grievance Defined. For the purpose of the Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.

26.2 Grievance Adjustment Steps. Grievances shall be processed within ten (10) days of the date on which the grievance occurred or the employee's knowledge thereof in the following manner:

Step 1: An employee or the Association shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without an Association representative. The supervisor shall respond to the grievance as quickly as possible but no later than ten (10) days after the grievance is first discussed.

Step 2: If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Association shall submit written grievance to the Chief or, in the absence of the Chief, his designee. In the event the grievance is filed by an employee, a copy will also be provided to the Association. The grievance must include: 1) a statement of the grievance and relevant facts; 2) the specific provisions of the Agreement violated; and 3) the remedy sought. The Chief or designee shall meet with the grievant and the Association and attempt to resolve the grievance. The Chief or designee shall respond to the employee in writing within ten (10) days of the meeting with a copy to the Association.

Step 3: If within ten (10) days from receipt of the Chief's reply, the grievance remains unresolved, the grievance may be submitted to the City Manager. The City Manager or designee may meet with the aggrieved party, the Human Resources Director, the Chief, the employee's immediate supervisor, and the Association representative, and shall respond within ten (10) days

of the meeting, with a copy to the Association. The meeting will be scheduled within ten (10) days of receipt of the grievance.

Step 4: If the grievance still remains unsettled, the Association or a non-member of the Association grieving discipline may, within ten (10) days after the reply of the City Manager, serve written notice to the City Manager of the Association's intent to arbitrate the grievance.

26.3 Arbitration. After the grievance has been so submitted, either party may request from the Oregon Employment Relations Board a list of seven (7) arbitrators. For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the parties will adhere to ORS 243.808 and the ERB process for arbitrator selection. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of the Agreement. For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the arbitrator is bound by the legal standards of just cause under ORS 243.808, and consistent with ORS 243.809, the arbitrator will adhere to the uniform standards adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline under ORS 243.812 and the State disciplinary guide as applicable under ORS 243.812. The arbitrator's decision shall be within the scope of the issue(s) presented and terms of the Agreement and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.

26.4 Grievance Administration Issues. Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and hearing room shall be borne by the losing party. If mutually agreed prior to arbitration, the cost of transcription of the hearing shall be shared equally. If there is a dispute regarding who is the "losing party", the arbitrator will be asked to rule on that issue. If the arbitrator cannot or does not designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration.

26.5 Time Limits. For the purpose of this Article, days shall be defined as calendar days, excluding recognized holidays. Failure of an employee to submit a grievance in accordance with the time limits listed above shall constitute abandonment of the grievance. This does not preclude the parties from extending the grievance time limits by mutual written agreement.

ARTICLE 27 - TRAUMATIC INCIDENTS

27.1 Debriefing. In all cases where any employee has been seriously injured, dies or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall have the opportunity to undergo a traumatic incident debriefing with a

physician/psychologist designated jointly by the Association and the City. The term "directly involved" means those employees that had direct involvement in the initial traumatic incident. The City shall have the authority to require an involved employee to undergo debriefing. The purpose of this debriefing will be to allow the employee(s) to express feelings and to deal with the moral/ethical and/or psychological after effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. The cost of the physician/psychologist's services will be borne by the City and/or the appropriate insurance carrier of those services provided.

27.2 Administrative Leave. Employees involved in a traumatic incident and/or debriefing process may be placed on Administrative Leave. The length of Administrative Leave shall be determined by the City after consultation with the physician/psychologist concerning their findings and recommendations with respect to the employee's return to work. Administrative Leave shall be defined as: time off for or reassignment without loss of pay or benefits to the employee. The type of administrative leave will be determined by the City taking into account the type of incident and the recommendation of the person conducting the debriefing.

ARTICLE 28 - EXISTING CONDITIONS

Conditions of employment that are not referred to or covered by other provisions of this Agreement shall be maintained at not less than the level in effect at the time of the signing of this Agreement, unless the City proposes to make a change in any such existing conditions. The City will notify the Association of its intent to make changes in terms and conditions of employment not addressed in the Agreement that impose a duty to bargain. In such an event, the City will comply with its bargaining obligations in accordance with ORS 243.698

Union agrees to not initiate new proposals for midterm bargaining.

ARTICLE 29 - REOPENER AND AMENDMENT AND CLOSURE

29.1 Any specified Article or Articles of this Agreement may be opened for renegotiation by mutual written consent of both parties at any time during the life of the Agreement.

29.2 Prior Agreements Incorporated. During bargaining for a successor Agreement, the parties agree to review and either incorporate any MOUs or MOAs that are still in effect into the successor Agreement or bargain over any desired changes, consistent with PECBA. All disputes concerning the interpretation, application and enforcement of MOAs shall be resolved in accordance with Article 26 – Grievance Procedure.

The City shall continue its past practice of reporting earned leave accruals on payroll checks.

ARTICLE 30 - LEGAL DEFENSE FUND

The Association shall take steps periodically necessary to insure that all eligible members of the Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees as defined in the Summary Plan Description of the PORAC Legal Defense Fund.

The City will reimburse the Association, as invoiced monthly to the City, for the full monthly premium cost for each eligible employee.

ARTICLE 31 - SAVINGS CLAUSE

Should any Article, section, or provision of this Agreement be unlawful or held unlawful and unenforceable by final order of any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter or be in violation of the law, such decision or law shall apply to invalidate only to the specific Article, section, or provision directly specified in the decision or law. Following the issuance of any such decision or enactment of any such law, the parties agree to negotiate substitute language in accordance with ORS 243.698. All other portions of this Agreement shall continue in effect.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in full force and effect through June 30, 2025, or until a successor Agreement is reached. This Agreement shall not be modified in whole or in part by the parties except in writing, duly executed by both parties.

This Agreement shall be automatically reopened for negotiation of a successor agreement on February 1, 2025, with the first negotiation session being scheduled during the month of February 2022. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

CITY OF OREGON CITY, OREGON

Anthony J. Konkol III, City Manager

Date

OREGON CITY POLICE EMPLOYEE'S ASSOCIATION

Justin Young, OCPEA President

Date

REVIEWED AS TO FORM:

Steven Schuback, Attorney for the City

Daryl Garrettson, Attorney for OCPEA

APPENDIX A – WAGE SCALE

To be updated consistent with Article 8.1

APPENDIX B - EMPLOYEE RIGHTS TO ASSOCIATION REPRESENTATION DURING INVESTIGATORY INTERVIEWS

The Oregon Employment Relations Board has held that Public Employees have a right to Association representation at Investigatory Interviews where:

1. The employee reasonably believes that disciplinary action is being contemplated or may result.
2. The employer insists on an interview (questioning).
3. The employee requests representation (the employer is not required to inform the employee of his right).

If you are ordered by a supervisor to submit to an interview without a representative, should obey the order, then contact the Association to file appropriate grievances and unfair labor practice charges.

If you are ordered by a supervisor to submit to an interview without a representative, obey the order, then contact the Association to file appropriate grievances and unfair labor practice charges.

There is no right to Association representation in the following circumstances:

1. Where the meeting is simply to inform the employee of a decision concerning discipline which has previously been made. (E.g. simply to give the employee a letter of discipline).
2. Casual conversation between a management official and an employee to convey instructions, training, or needed correction of his or her work techniques.

Members of the Association are urged to exercise their right to Association representation. If you have questions or need a representative contact an Association Executive Board member or Association Attorney Daryl Garrettson --- (503) 803-4325.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 07/2/2022

SUBJECT:

Contract with Metereaders, LLC to Read Utility Meters

STAFF RECOMMENDATION:

Staff recommends the approval of the contract with Metereaders, LLC.

EXECUTIVE SUMMARY:

Oregon City provides valuable water resources to its residents, business, and visitors. The City uses meters to measure the consumption of water in order to appropriately recover the cost of providing such services. Oregon City has approximately 11,500 total meters that are read monthly. Metereaders, LLC has fulfilled this service for Oregon City since 1992. In June 2022, the City issued a Request for Proposals (RFP) in accordance with the City's procurement rules. Metereaders, LLC was the only proposal. The City has been pleased with the services provided in the past and recommends entering into the new contract. The prices included in the contract represent approximately a 6.7—7.5% increase over the previous year, which is acceptable within the current economic environment.

BACKGROUND:

The contract, RFP, and Metereaders LLC proposal are included with this staff report in presentation to the City Commission for approval.

OPTIONS:

1. Approve the contract with Metereaders, LLC
2. Modify the contract with Metereaders, LLC
3. Fulfill the meter reading services in a different method. Staff could be employed, generally at a greater cost. Alternatively, automated meter reading could be employed at a greater capital outlay over many years.

BUDGET IMPACT:

Amount: Approximately \$100,000 per year

FY(s): FY 2022-23 through FY 2023-24 w

Funding Source(s): Customer Service Fund, which is ultimately funded by the Water, Wastewater, Stormwater and Pavement Maintenance Funds.

EXCLUSIVE SERVICE AGREEMENT

CITY OF OREGON CITY, hereinafter referred to as CITY is a public corporation duly organized under Oregon law.

METEREADERS, LLC, hereinafter referred to as METEREADERS, is a reading service engaged in the business of providing a utility meter reading service. In consideration for the mutual promises between METEREADERS and CITY to faithfully comply with the terms of the agreement set forth below, CITY and METEREADERS intend to be fully bound by the terms of this agreement.

A. Duties of METEREADERS

1. METEREADERS agrees that each reading period they shall read all water meters designated to be read by CITY. These meters comprise those located in or served by the CITY.

2. METEREADERS shall not be responsible for readings associated with an opening or closing of customer accounts with CITY, nor shall METEREADERS be responsible for rereads, checking for vacancies, verifying whether meters are on or off, reading meters inside buildings, pumping flooded vaults, or reading meters inside vaults that are not readable without entering. Further, METEREADERS shall not be responsible for reading meters the access to which is obstructed in such a manner that more than due diligence is required to read the meter, which is inclusive of extreme weather conditions caused by an act of God that would make it impossible for METEREADERS to perform said contracted service during the current reading period. If reading is delayed beyond the reading period, both parties shall decide when the readings shall be completed by METEREADERS for that certain reading period.

3. METEREADERS agrees that they shall commence reading the Commercial Route on or near the 24th day of the month. The final results of the meter readings shall be submitted no later than the 5th of the month. METEREADERS agrees that they shall commence reading Cycle 1 on or near the 25th day of the month. The final results of the meter readings shall be submitted no later than the 8th of the month. METEREADERS agrees that they shall commence reading the Cycle 2 on or near the 6th day of the month. The final results of the meter readings shall be submitted no later than the 15th of the month.

4. METEREADERS agrees to provide general liability insurance for the acts or omissions of their agents in an amount not less than \$2,000,000 per incident for personal injuries and \$1,000,000 per incident for property damage. METEREADERS shall maintain auto liability insurance in an amount not less than \$1,000,000. CITY shall be named as additional insured. Such insurance shall remain in effect throughout the duration of services rendered to CITY by METEREADERS. METEREADERS further agrees that they shall personally indemnify their agents not covered by or exceeding the terms of METEREADERS insurance policies.

5. It is expressly understood between the parties hereto that METEREADERS primary responsibility under this contract is to read and report meter readings to CITY. METEREADERS will make a good faith effort to report meters that appear to require some type of maintenance by CITY. However, it is understood that METEREADERS is not a legal risk manager for CITY and it is not possible or feasible for METEREADERS to make legal determinations in every situation as to whether a meter presents a risk of harm to others. As such, CITY agrees to defend, indemnify and hold METEREADERS harmless from any and all injuries, claims or lawsuits occurring as a result of meters (including meter lids and boxes) allegedly being in a dangerous condition and/or being improperly maintained by the CITY. If, in METEREADERS sole opinion, a meter is thought to be an obvious and immediate hazard, (such as a missing lid), METEREADERS will make a good faith effort to report said meter within 24 hours it is discovered but in no event will METEREADERS be liable or responsible for any injuries incurred directly or indirectly relating to the condition of the meter (including meter lids and boxes).

6. METEREADERS agrees that meter reading records shall remain the property of CITY and will be immediately returned to CITY upon termination of reading services. All records and files developed or specifically acquired for the performance of this contract and any confidential proprietary information shall remain the exclusive property of METEREADERS.

7. METEREADERS agrees that all information provided by CITY or obtained by METEREADERS through performance of this agreement shall be confidential and shall not be disclosed or otherwise provided to any other person.

B. Duties of CITY

1. CITY grants to METEREADERS the exclusive right to read all water meters located in or served by the CITY, whether now existing or installed in the duration of this contract.

2. CITY agrees to maintain all such meters and meter enclosures in reasonable repair and order at all times so METEREADERS can perform contracted service without undue dangers or hardships. Furthermore, METEREADERS shall not be held responsible or liable for any defective or faulty meters and meter enclosures.

3. By the 23rd day of the month, CITY shall furnish to METEREADERS a file, document or email containing all records necessary to update METEREADERS database.

4. CITY shall make payments to METEREADERS at their business office in accordance with the payment terms in Section C below.

C. Payments

1. Frequency of Payments: Payments shall be made monthly to METEREADERS from CITY shall be based exclusively on the adjusted number of meters read per month. This figure shall be multiplied by **\$0.71** per meter for Cycles 1 & 2 and by **\$1.11** per meter for the Commercial route.

D. Commencement Date

1. The commencement date of this agreement is July 16th, 2022. All terms of this agreement shall remain in full force and effect for two years through July 15th, 2024. CITY shall have the option to renew this agreement for four additional one year terms upon agreement of price adjustments, as submitted or negotiated.

E. Fees

1. Should litigation occur regarding the provisions of this agreement, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees including appeals shall be paid to the prevailing party.

F. Merger

1. This document represents the entire and integrated agreement between CITY and METEREADERS and supersedes all prior negotiations, representations, or arguments whether oral or written. No oral representations or modifications shall be binding unless evidenced by written document signed by both CITY and METEREADERS.

G. Not Agent

1. It is expressly understood and agreed that METEREADERS is not the agent of CITY and has no power or authority to bind CITY on any basis whatsoever, nor may METEREADERS hold themselves out as an agent of CITY. The full relationship between CITY and METEREADERS is that of an independent contractor.

H. Early Termination

1. Either CITY or METEREADERS may terminate this agreement in the event of a breach by the other. Prior to such termination, however, the party seeing to terminate shall give to the other party written notice of the breach and the party's intent to terminate. If the party has not completely cured the breach within 30 days of the notice, then the party giving the notice may terminate the agreement at any time thereafter, by giving a written notice of termination.

IN WITNESS WHEREOF, METEREADERS and CITY OF OREGON CITY have executed this Service Agreement as of the day and year first above written. Individuals signing on behalf of a principle warrant that they have the authority to bind their principles.

METEREADERS, LLC

CITY OF OREGON CITY

By 

By _____

Name, Title Michael Hamberg, Manager

Name, Title _____

Date 7-12-2022

Date _____

CITY OF OREGON CITY
REQUEST FOR PROPOSALS
WATER METER READING SERVICES

Date Due: June 24, 2022

Time Due: 4:00 p.m.



City of Oregon City
Finance Department
625 Center St
Post Office Box 3040
Oregon City, OR. 97045

**CITY OF OREGON CITY
REQUEST FOR PROPOSALS
TO PROVIDE WATER METER READING SERVICES**

The City of Oregon City invites your firm to submit a proposal to provide services to read approximately 11,500 water meters per month for the Utility Billing section of the Finance Department. The selected firm will provide accurate monthly meter reads by the 16th of each month for processing of utility invoices with actual read dates not more than two weeks prior to the delivery date.

The full Request for Proposals is available:

1. Online. To download the full Request for Proposals and receive all notifications, a person or company must register and add your individual name or company name to the Plan holder's list at <https://bids.orcity.org/>. If you have website questions concerning this Request, please call Erin Wilkie at 503-496-1518.
2. In Person. To obtain the full Request for Proposals in person, see the Receptionist, Oregon City, City Hall, 625 Center St.

Requests for Proposals are due by **4:00 p.m., local time, Friday, June 24, 2022** to the City of Oregon City. Responses should be emailed to ewilkie@orcify.org. Submissions received after this time will be considered non-responsive and will be returned without review.

Published in the Daily Journal of Commerce on **June 3, 2022**.

**CITY OF OREGON CITY
REQUEST FOR PROPOSALS
TO PROVIDE WATER METER READING SERVICES**

The City of Oregon City, Oregon, invites your firm to submit a proposal to provide water meter reading services for the Utility Customer Service section of the Finance Department.

Proposals must be submitted to the City of Oregon City Finance Department by 4:00 p.m., on June 24, 2022.

SECTION 1 - Background.....	4
SECTION II – Scope of Work.....	4
SECTION III - Compensation	5
SECTION IV – Proposal Requirements	6
SECTION V – Clarification of Proposals/Withdrawal of Request for Proposals	7
SECTION VI – Submission of Proposals.....	7
SECTION VII – Evaluation of Proposals.....	8
SECTION VIII – Firm Selection Schedule	9

SECTION I: BACKGROUND

The City of Oregon City owns a total of approximately 11,500 residential, commercial, and industrial water meters. The meters are typically located near the public right-of-way near the property line. However, a few meters may be located in unusual locations. The City has a monthly billing cycle which requires that the contractor reads approximately 11,500 meters each month. It is estimated that the contractor will read a total of 138,000 meters on an annual basis.

SECTION II: SCOPE OF WORK

The contractor is required to submit the results of the meter reading to the Finance Department, Oregon City, City Hall, prior to the 16th of each month. The contractor shall submit the reading information to the Utility Customer Service Department in a text file via email to: ub@orc.org.

The contractor is required to submit a list of all non-function meters, a list of all non-read meters, a list of all meters with excessive reads or indications of a leak, as well as a list of all meters obstructed by overgrown vegetation or other objects on a monthly basis to the City via email to ub@orc.org. This information should be delivered in a text file by email as described above. The contract requires that no more than 5 non-read meters are allowed on a monthly basis. An administrative penalty of \$30 will be assessed for every non-read meter and/or posting error in excess of the allowable limit of 5 non-read meters and/or posting errors per month.

The contractor will only be responsible for reading meters and communicating with City staff regarding those meters. City staff will be responsible for all service requests and meter maintenance.

The contractor shall be expected to complete the following tasks and provide the following deliverables:

TASKS/DELIVERABLES

- A. Mutually develop a text file format that can be read by the City's Tyler financial software, which can be provided to the City with current reads.
- B. Read all meters by:
 1. Following the meter reading schedule provided by the City. This schedule is prepared on an annual basis (calendar year). Contractor will be given a two-week notice if any of this information changes.
 2. Accurately reading the scheduled water meters; estimations will not be accepted.
 3. Providing the actual read dates even if the meter was read in advance or late relative to the schedule.
 4. Reading all meters listed, regardless of whether the meter is turned on or off. This includes reading those that are inconvenient to read.
- C. The awarded contractor shall note obvious problems, i.e., broken meters, dead meters, leakage, high consumption, etc., or meters not listed, and report to the City by the end of

business day. The City may ask the contractor to read the meter at a later date if necessary.

To implement a smooth transition and maintain a cooperative working relationship, the awarded contractor shall also be expected to conform to the following rules and procedures:

RULES/PROCEDURES

- A. The awarded contractor, due to its visibility in the community, directly represents the City. Therefore, employees of the awarded contractor shall conform to the City's Standards of Conduct and Dress and Appearance policies by dressing in a clean and neat manner appropriate to their job responsibilities and consistent with the City's standards of professional conduct, appearance, and dress.
- B. The awarded contractor shall agree to keep confidential all information provided by the City or obtained by the awarded contractor through performance of reading meters.
- C. Penalty Clause for Non-Read Meters and/or Posting Errors. The City requires that no more than a total of 5 non-read meters and/or posting errors are allowed monthly. An administrative penalty of \$30 will be assessed for every non-read meter and/or posting error in excess of the allowable limit of 5 non-read meters and/or posting errors per month. A meter is classified as a non-read meter if the City staff is required to reread the meter based on the meter not being read or being misread. A posting error is classified as an error that requires a manual correction by City staff.

SECTION III: COMPENSATION

The Proposer should submit one cost estimate which includes the following:

- A. The proposed fee structure should include the estimated hours and dollars, including out-of-pocket expenses, to complete the water meter reading each month. Proposers should include a unit rate for each meter being read under the awarded contract. The proposal will need to contain enough detail for the City to determine the cost of having the contractor read approximately 11,500 meters per month. As the City continues to grow, total annual reads may gradually increase over time.

All out-of-pocket expenses, such as normal and frequent office costs including information technology (including computer time and CAD services and other related highly specialized services), photocopies, phones, facsimiles, computer equipment, postage, parking, fringe benefits, payroll bonuses, autos and other perks, telecommunications, delivery/courier services, general business and professional liability insurance, advertising costs, leasing of office equipment, travel costs within a 50-mile radius of both the City of Oregon City and the contractor's project office, and miscellaneous expenses of a minor nature shall be considered incidental costs to be included in the proposed unit rate for each meter being read under the awarded contract and not-billable as separate expenses.

SECTION IV: PROPOSAL REQUIREMENTS

Each proposal shall include the following information and shall be no more than 5 double-sided pages or 10 single-sided pages in total:

1. **Title Page**

Proposer should identify the RFP subject, name, and title of contact person, address, telephone number, fax number, e-mail address and date of submission.

2. **Firm Qualifications, Key Personnel & Qualified Staff**

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar services.

3. **References**

The contractor should include specific examples of relevant work completed in the last five years which best demonstrate the contractor's qualifications and abilities to accomplish project in a professional, timely, and cost-effective manner.

4. **Capabilities & Approach**

Contractors are encouraged to provide clear, concise proposals that contain only the information required to respond to the needs of this project, specifically a detailed description of the contractor's approach to accomplishing the tasks and providing the deliverables as described in the Scope of Work. Identify and discuss services that may not have been mentioned and that should be considered for inclusion in a final Scope of Work for the benefit of the project. Identify opportunities to read the targeted number of meters in a timely manner. Key points may include the availability of key personnel immediately and throughout the project and internal quality control procedures.

5. **Costs**

The proposed fee structure should include the estimated hours and dollars, including out-of-pocket expenses, to complete the water meter reading each month. Proposers should include a unit rate for each meter being read under the awarded contract. The proposal will need to contain enough detail for the City to determine the cost of having the contractor read approximately 11,500 meters per month. As the City continues to grow, total annual reads may gradually increase over time.

6. **Personal Services Agreement Terms**

Identify any requested modifications to the form of Professional Services Agreement.

SECTION V: CLARIFICATION OF PROPOSALS / WITHDRAWAL OF REQUEST FOR PROPOSALS

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP addenda or have obtained the proposal materials.

The addenda will be posted on the City's Bid Management site at <https://bids.orcity.org/> and issued by email to the address furnished by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

If discrepancies or omissions are found or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted no later than **June 17, 2022** to Erin Wilkie, by phone at 503-496-1518 or by email at ewilkie@orcitey.org (email is not deemed submitted until receipt is confirmed).

Responses to requests for clarification along with any modifications to this RFP will be sent to all contractors registered on the Planholder List on the City's Bid Management site at <https://bids.orcity.org/>.

Any proposal may be withdrawn at any time before the proposal deadline date and time specified in the Submission of Proposals by providing written request for the withdrawal of the proposal to the Project Manager, Erin Wilkie. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a proposal will not prejudice the right of the contractor to file a new proposal.

SECTION VI: SUBMISSION OF PROPOSALS

Proposals must be received no later than June 24, 2022 at 4:00 pm. Responses should be emailed to ewilkie@orcitey.org (in PDF or Microsoft Word) or mailed to the following address:

City of Oregon City
Finance Department, Attn: Erin Wilkie
P.O. Box 3040
Oregon City, Oregon 97045

Emailed proposals shall be deemed received based off the timestamp on the email. Proposers will receive a confirmation email validating the email proposal was received prior to the deadline and the format readable.

Official Contact:

Other than the submission of a proposal and questions related to contractual procedures, any communication with the City, whether by telephone, facsimile transmission, mail, email, or personal meetings, must be directed to:

Erin Wilkie
Deputy Finance Director
ewilkie@orcitey.org
(503) 496-1518

Material submitted by the proposer shall become the property of the City unless otherwise specified. All proposals may be reviewed and evaluated by any person at the discretion of the City. Proprietary information should be segregated and clearly identified so that it may be kept confidential. All other parts of the proposal are public records after the selection process is completed.

SECTION VII: EVALUATION OF PROPOSALS

Evaluation Standards

Proposals will be evaluated based on the following criteria:

1. **Capabilities & Approach** – The contractor’s capabilities and understanding of the project as demonstrated through clear and concise articulation of criteria required to resolve the major issues and complete the project, based upon existing information. The contractor’s proposed approach to accomplishing the work, including the delineation and logic of tasks, deliverables, and ideas, as demonstrated through clarity and definition of tasks, services, and activities necessary to meet the objectives outlined in this RFP. [Maximum 30 points.]
2. **Key Personnel & Qualified Staff** – The contractor’s commitment of key personnel who will be involved with each major task element of the project and qualified staff to provide required services to complete the project in a timely and cost-effective manner. The appropriateness of the labor classifications assigned to each task. [Maximum 30 points.]
3. **References** – References of relevant work within the past 5 years, which best demonstrate the contractor's abilities to accomplish the project in a professional, timely, and cost-effective manner. References and previous clients may be contacted as part of the evaluation of this criterion. [Maximum 20 points.]
4. **Costs** – The proposed fee structure should include the estimated hours and dollars, including out-of-pocket expenses, to complete the water meter reading each month. Proposers should include a unit rate for each meter being read under the awarded contract. The proposal will need to contain enough detail for the City to determine the cost of having the contractor read approximately 11,500 meters per month. [Maximum 20 points]

Method of Selection:

The selection panel will review and evaluate all conforming proposals received in response to this RFP and based upon the above criteria. During the evaluation process, the City has the right to request any clarification or change needed to better understand the contractor’s proposal. Any changes to the proposal of the selected contractor will be made before executing the contract and will become part of the final professional service contract.

The City reserves the right to reject any or all proposals. The City also reserves the right to waive any non-material irregularities in any proposal. If awarded, the City will award a contract to the contractor whose proposal the selection team deems would be most advantageous to the City. All contractors will be notified of the result of the selection process.

Professional Services Contract:

Following the selection of a preferred proposer for the project, City Attorney will review any requested modifications to the form of Professional Services Contract and will attempt to resolve objections to the form of contract. If agreement is not reached, negotiations will be terminated. Negotiations will then begin with the selection committee's second ranked proposer. When an agreement is reached, a contract for the work will be prepared and executed.

SECTION VIII: FIRM SELECTION SCHEDULE (SUBJECT TO CHANGE)

<u>Item</u>	<u>Date</u>
Advertise RFP	June 3, 2022
Deadline for written request for clarification	June 17, 2022
Proposals due from contractors at 4:00 p.m.	June 24, 2022
Selection of top proposal	June 27, 2022
Negotiate terms of professional services contract, if necessary*	June 28, 2022
Award Professional Service Contract if awarded to Highest Rated Proposer*	July 6, 2022
Commencement of Services	July 18, 2022

*Note: Date of award of contract may be shortened or extended, as necessary, to negotiate any of contractor's modifications to professional service contract.

1. TITLE PAGE

REQUEST FOR PROPOSAL:

**WATER METER READING SERVICES
FOR THE CITY OF OREGON CITY, OREGON**

SUBMITTED BY METEREADERS, LLC

CONTACTS:

Michael Hamberg and Greg Reynolds
Managers / Company Representatives
18167 SW Boones Ferry Road
Portland, OR 97224
(503) 624-7010 office
Greg (503) 871-3041 cell
Michael (503) 484-4683 cell
Email: greg@metereaders.com
Email: michael@metereaders.com


Authorized Signature

Date of submission: June 24, 2022

2. FIRM QUALIFICATIONS, KEY PERSONNEL & QUALIFIED STAFF

a. Background of Metereaders, LLC

Metereaders, LLC was formed as an Oregon partnership in 1981 in the City of Lake Oswego. Our headquarters is established locally in Tualatin, Oregon. We currently read water meters for 46 Cities and Water Districts. Our 18 readers read over 190,000 meters per month.

b. Qualifications of our Firm

The Owners of Metereaders LLC are John Goodwin and Kurt Hamberg. They have between them over 70 years of hands-on water meter reading experience (3 million meters) and management of personnel. For 20 years John Goodwin held a Water Distribution Level 2 Operator classification. This gives us a full understanding of municipal water industry standards and practices along with our meter reading experience.

The primary city contact for Metereaders, LLC will be our Manager and Company Representative, Greg Reynolds. He has been with the company over 33 years and has 6 years of management experience and 27 years of meter reading experience and has read more than 3 ½ million meters personally. Greg is well-qualified to deal with any personnel issues or any other difficulties that may arise.

Metereaders, LLC has been reading the City of Oregon City's water meters since 1992. The current readers, Jet Munro and Jeremiah Cervantes are experienced readers, live locally and will continue to read the meters should Metereaders, LLC be awarded the contract. With a total of 18 meter readers, we have several other readers in the Portland / Vancouver area that could assist with the reading should an emergency arise.

Projects we are currently fulfilling that are similar in scope of work include:

Avion Water Company	12,380 monthly
City of Grants Pass	11,900 monthly
City of Lake Oswego	11,000 monthly
City of Milwaukie	7,231 monthly
Clackamas River Water	11,396 bi- monthly
City of Vancouver	78,500 bi-monthly
City of West Linn	9,107 monthly

3. REFERENCES

Metereaders, LLC is a professional meter reading company with decades of experience in successfully fulfilling contracts with municipalities in Oregon and Washington since 1981. Listed below are some of the current contracts we hold for reference. We have included the starting year of the contract.

Avion Water Company Jason Wick	12,380 monthly (541) 382-5342	2000
City of Grants Pass Aaron Cubic	11,900 monthly (541) 450-6000	1983
City of Milwaukie Joyce White	7,231 monthly (503) 786-7597	1994
City of Tualatin Don Hudson	7,085 monthly (503) 691-3050	1981
City of Vancouver Amy Sorenson	78,500 bi-monthly (360) 696-8289	2000

4. CAPABILITIES AND APPROACH

Metereaders, LLC uses and maintains its own equipment, vehicles, hand-held computers, laptop computers, and database. We will continue to transfer the files by computerized medium and the mutually developed format via email or an ftp site if requested. We also provide electronic reports in an rtf format of any services needing maintenance including non-read meters, dead meters, leaks, verified meters, or other requested reports. We have in-house IT computer support and computer programming for any possible file format changes requested by the City.

We use **commercially insured** Honda scooters. All vehicles used are maintained in good running condition and appearance.

We wear uniforms and raincoats clearly marked: METER READER. Our scooters have a large sign on the back: METER READER as well as flashing safety strobe lights. Our readers carry Contractor ID cards. We have backup scooters and computer equipment available that assists us to complete work schedules in a timely fashion.

Metereaders, LLC has the ability and equipment to read any manual and touch read meters. Our readers will make diligent efforts to read all meters. In the event a meter is unreadable and there is a possibility of reading it later in the reading period, they will make one or more attempts to acquire the reading. Any meters that are still unreadable will be reported to the City. Any major leaks or hazards will be immediately reported to the City via cell phone by the reader. All problems that are observed, related to the meter service will be electronically reported to the City.

In addition, as an aid in accomplishing the scope of work, Metereaders, LLC has a mechanic and a fully equipped and stocked mechanic shop at our office location in Tualatin, Oregon. All our readers have 24/7 access to the shop and office for backup scooters, handhelds, computers, tools, and supplies.

Our **professional readers are company owners**. Our readers are paid at or above the prevailing wage or union scale. They have a vested interest in maintaining high quality public relations with the City and your customers.

As members of the company, they are also concerned with quality, timeliness, and public relations. Metereaders, LLC management monitors the reader's work quality and accuracy monthly and awards incentive bonuses accordingly.

Metereaders, LLC maintains a **high standard in appearance and conduct**. We know that our actions are a reflection upon the City. As a service company we recognize that we must deliver excellent service. Our reputation depends upon it.

Our method of reading is an **environmentally friendly** reading system. The scooters use only one gallon of fuel a day! We promote an image that is both professional and **green** for our clients.

Metereaders, LLC is a **locally owned and operated** company with an established record of excellent service since 1981.

Awarding the contract to Metereaders, LLC will mean no reading delays, no software changes, no time lost because of City personnel providing meter locates, nor any other disruptions or additional costs to the City.

5. COSTS

- a. Contractor shall be compensated for all goods, materials, expenses, and services as follows: a **fixed fee** in the amount of:
\$0.71 per meter Residential*
\$1.11 per meter Commercial*
 *At this price Metereaders, LLC will provide readings with an aggregate (non-read and misread) error factor of no more than 0.5% of total meters read per monthly reading. If there are errors over the .5% error factor Metereaders, LLC can be charged \$30.00 for each occurrence. *Please see Item #6b.*
- b. In the case of "no more than 5 nonread and/or posting errors on a monthly basis" the price per meter is as follows:
\$ 0.77 per meter Residential
\$ 1.21 per meter Commercial

Either fee is the total sum required to complete approximately 11,500 water meters read each month.

Thereafter any annual price increases shall be limited to the change in the Consumer Price Index during the previous year for the duration of the contract.

6. PERSONAL SERVICES AGREEMENT TERMS

Metereaders, LLC would like to suggest two modifications to the terms:

- a. Metereaders, LLC would prefer, if possible, to maintain the current reading schedule that the City of Oregon City has established and has been using for many years. That schedule provides a reading window from the 25th – 15th. This will allow us to continue using the current readers who are experienced in reading Oregon City without adding additional personnel.
 - a. The Commercial route would be turned in around the 1st. Cycle 1 would be turned in around 10th and Cycle 2 would be turned in on the 15th. If this is not possible, we will make the adjustment to the shorter reading window as expressed in the RFP.
- b. We would also like to suggest an adjustment to the nonread/posting errors clause. In keeping more in line with common practices for a City this size we propose an aggregate posting error factor of 0.5% of the total meters read. If there are errors over the .5% error factor Metereaders, LLC shall be charged \$30.00 for each occurrence.
 1. Regarding penalizing for the nonread meters, most situations that cause us to not read a meter are out of our reader's control and require City attention. We understand that City staff may not be able to address such issues right away as they are busy with other essential duties. Would we be charged more than once if the City isn't able to rectify the situation that is preventing us from reading the meter?

Our readers make every effort to read all the meters, even going back more than once in the case of vehicles, construction, etc.



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 20, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Lyles Smith convened the meeting at 7:23 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, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Senior Planner Christina Robertson-Gardner, 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

4. CITIZEN COMMENTS

Paul Edgar, resident of Oregon City, thanked the Mayor for her service.

5. PRESENTATIONS

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. The motion carried by the following vote:

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

7a. Resolution No. 22-17, Calling for a Special Election and Adopting a Special Election Calendar for August 23, 2022

7b. Professional Service Agreement with C & R Reforestation for Landscape Maintenance Services – Public Works Stormwater Division (PS 22-006)

City Commission Regular Meeting REVISED Minutes

April 20, 2022

- 7c. Professional service contracts associated with Water infrastructure Finance and Innovation Act (WIFIA) borrowing
- 7d. Amendment No. 1 to the Personal Services Agreement with Mr. Belvedere's Janitorial Service, Inc. for Library Janitorial Services
- 7e. OLCC: Liquor License Application – Winery 1st Location, Renners Summerfest Winery Inc., 12613 Ross Street, Oregon City
- 7f. Minutes of the February 2, 2022 Regular Meeting
- 7g. Minutes of the February 8, 2022 Work Session

8. PUBLIC HEARINGS

- 8a. House Bill 2001 - Housing Choices Code Update (GLUA 22-0002/LEG 22-00001)

Mayor Lyles Smith opened the public hearing.

Christina Robertson-Gardiner, Senior Planner, introduced the staff report.

Elizabeth Decker, Consultant, explained HB 2001 and middle housing types as well as gave an overview of the code changes to meet the June 30, 2022 implementation deadline. She clarified the middle housing land division option.

Ms. Robertson-Gardiner discussed what was included in this legislative package to meet the deadline and what would be included in a second hearing in the fall to address further policy questions and revisions needed. HB 2001 prohibited the creation of new CC&Rs that conflicted with HB 2001. Existing CC&Rs were not affected.

There was discussion regarding enforcing CC&Rs and future policy directions.

Ms. Robertson-Gardiner explained the availability of utilities for single family or middle housing construction and the inputs and outputs in the code package. She discussed the Planning Commission recommendations and policy tracker form. The Planning Commission chose the compliance option of using the existing density limitation on dwellings in the Geologic Overlay District. They did not wish to revisit this item in the fall. They chose the compliance option of using the minimum density allowed for townhomes. They did not wish to revisit this item in the fall. They chose the alternative option allowing all middle housing units (duplex, triplex, and quadplex units) to be attached or detached. They did not wish to revisit this item in the fall. They chose the compliance option of using the same lot coverage requirements as single-family detached dwellings. They wanted to revisit this item again in the fall. They chose the compliance option of maintaining the minimum requirement of one off-street parking space per cottage with no reductions for available on-street parking spaces. They did not wish to revisit this item in the fall. They chose the alternative option allowing more attached and detached garage options with cottage clusters. They did not wish to revisit this item in the fall. She then discussed the items to review in the second package in the fall and public comments that had been received. Staff recommended continuing the hearing to May 4 for the first reading of the ordinance.

Dirk Schlagenhauser, Planning Commission Chair, explained how the Planning Commission worked through the process to get to these recommended code changes.

Mike Mitchell, Planning Commission Vice Chair, discussed the goals the Planning Commission had in mind when they were working on the changes. They wanted to increase the opportunity for missing middle

projects while minimizing impacts to neighbors. They also wanted to preserve existing homes. He was looking forward to working on more revisions in the fall.

Mr. Schlagenhauer said the public input was overwhelmingly positive.

There was discussion regarding livability, duplex lot coverage, garage options, what was allowed in the MUC-1 and MUC-2 zones, multiple ADUs on a lot, high density development standards on constrained lands, affordable land use incentives, zoning for tiny homes/RV hardship allowances, driveways and on street parking, and definition of cottage clusters.

Mayor Lyles Smith was not in favor of changing the definitions of duplex, triplex, and quadplex to allow detached units. The Commission agreed.

Ms. Decker thought a compromise could be only allowing detached plexes on lots with single family homes that were already existing.

Ms. Robertson-Gardiner would come back with options for the definition. She would also bring back visuals for the garage options.

Paul Edgar, resident of Oregon City, discussed the need for affordable housing and housing options. He thought they should look at reducing SDC fees and other construction costs.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to continue the hearing for House Bill 2001 - Housing Choices Code Update (GLUA 22-0002/LEG 22-00001) to May 4, 2022. The motion carried by the following vote:

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

9. GENERAL BUSINESS

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

Tony Konkol, City Manager, said the Commission had requested including more details to be consistent with the bylaws and other sections of the code. Those had been added.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 22-1002, adding the Parks and Recreation Advisory Committee to the City Code. The motion carried by the following vote:

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

- 9b. Adoption of the 2022-2026 Homelessness Strategy for Oregon City

Jim Band, Police Chief, said the Homeless Strategy had been discussed at a Commission Work Session. This would formally adopt the strategy.

Motion made by Commissioner Marl, seconded by Commissioner McGriff, to adopt the 2022-2026 Homelessness Strategy for Oregon City. The motion passed by the following vote:

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

10. COMMUNICATIONS**City Manager****Commission Committee Assignments**

Mr. Konkol discussed the need to fill the Mayor's assignments due to her pending resignation. Commission President McGriff would serve on the South Fork Water Board, Commissioner Marl would serve on C4, Commissioner McGriff would serve on the Metro Policy Advisory Committee, and Commissioner O'Donnell would serve on the C4 Subcommittee.

Commissioners

Commissioner Smith wished the Mayor good luck in her future. He thought she had been put in the position for a reason and they were going forward in a good place.

Commissioner O'Donnell said Mayor Lyles Smith showed them what the Mayor's job really was. She would be missed.

Commissioner Marl said Mayor Lyles Smith was leaving big shoes to fill and would be a hard act to follow.

Commissioner McGriff said Mayor Lyles Smith had helped the Commission with connection and unity which made the City better.

Mayor

Mayor Lyles Smith said this was a hard job and required a lot of time. She hoped the relationships that had been built would continue. She would take this experience with her and the value of participating in the community. She thanked staff for all their work.

11. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:21 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
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/20/2022

SUBJECT:

First 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.

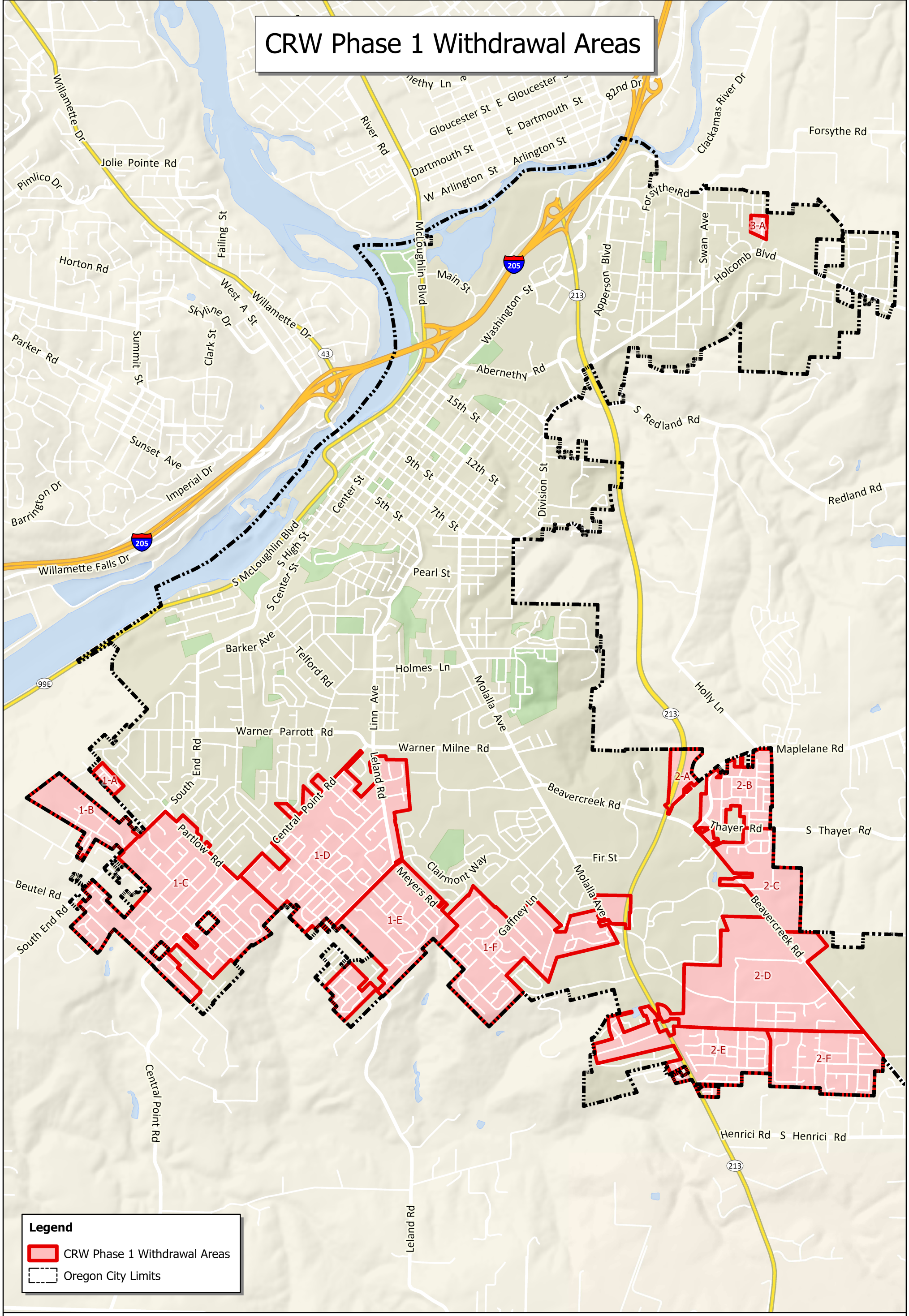
BUDGET IMPACT:

Amount: \$0.00

FY(s): Not Applicable

Funding Source(s): Not Applicable

CRW Phase 1 Withdrawal Areas

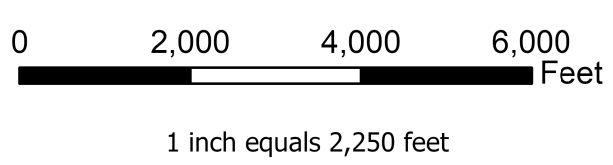


Legend

CRW Phase 1 Withdrawal Areas

Oregon City Limits

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CRW Withdrawal Area 1-A



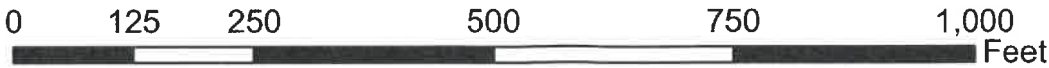
Item 8a.

Legend

CRW Withdrawal Area

Oregon City Limits

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1 inch equals 200 feet



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CRW Withdrawal Area 1-B

Item 8a.

Overview Map

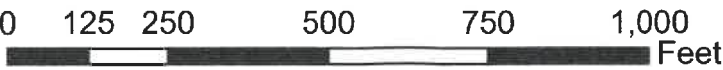
Oregon City

Legend

CRW Withdrawal Area

Oregon City Limits

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1 inch equals 300 feet



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Page 82

CITY

CRW Withdrawal Area 1-C

Item 8a.

Overview Map

Oregon
City

Legend

 CRW Withdrawal Area
 Oregon City Limits

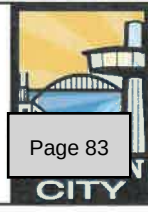
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1 inch equals 600 feet



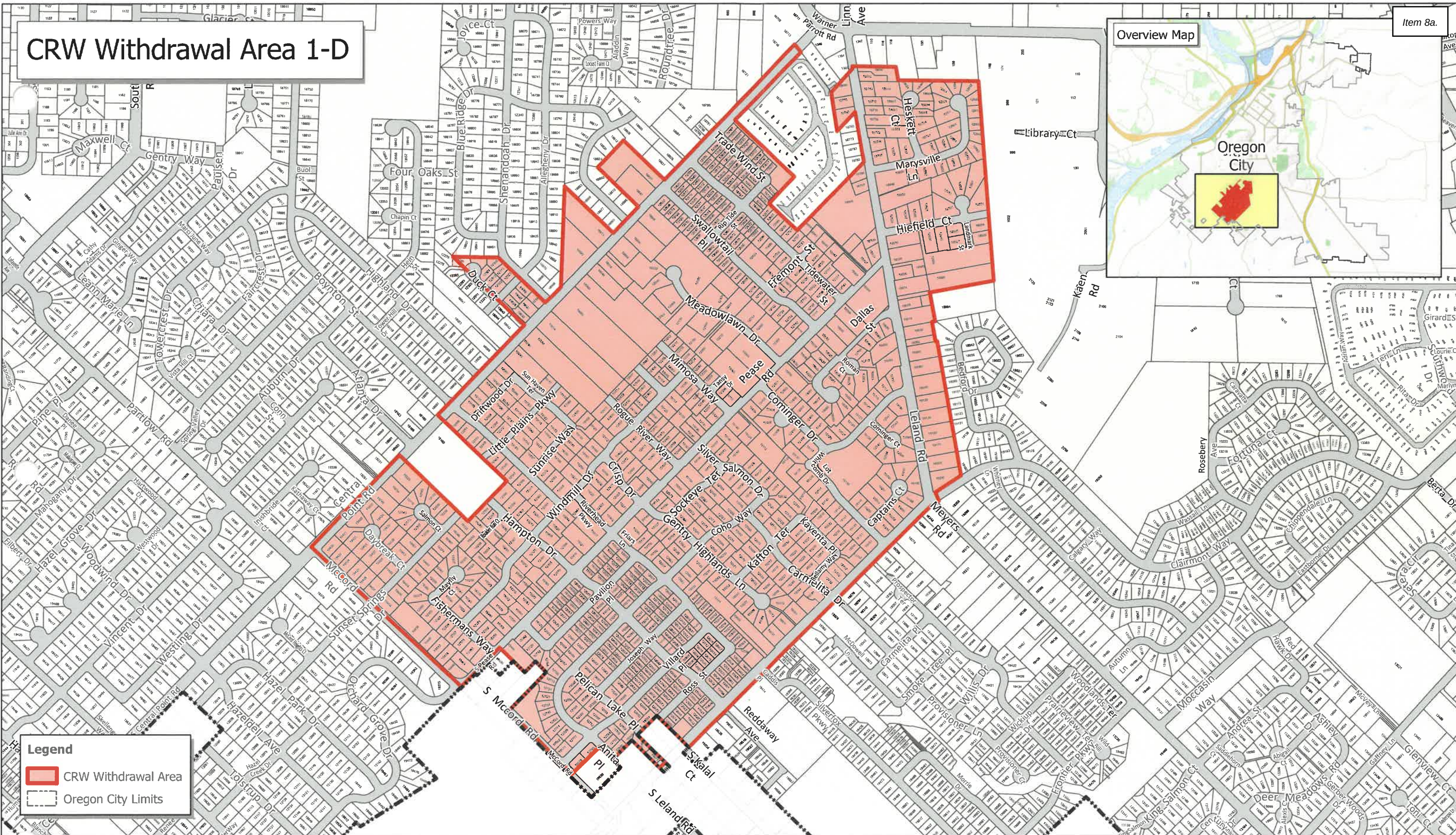
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CRW Withdrawal Area 1-D

Overview Map

Item 8a.



Legend

CRW Withdrawal Area

Oregon City Limits

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1 inch equals 575 feet



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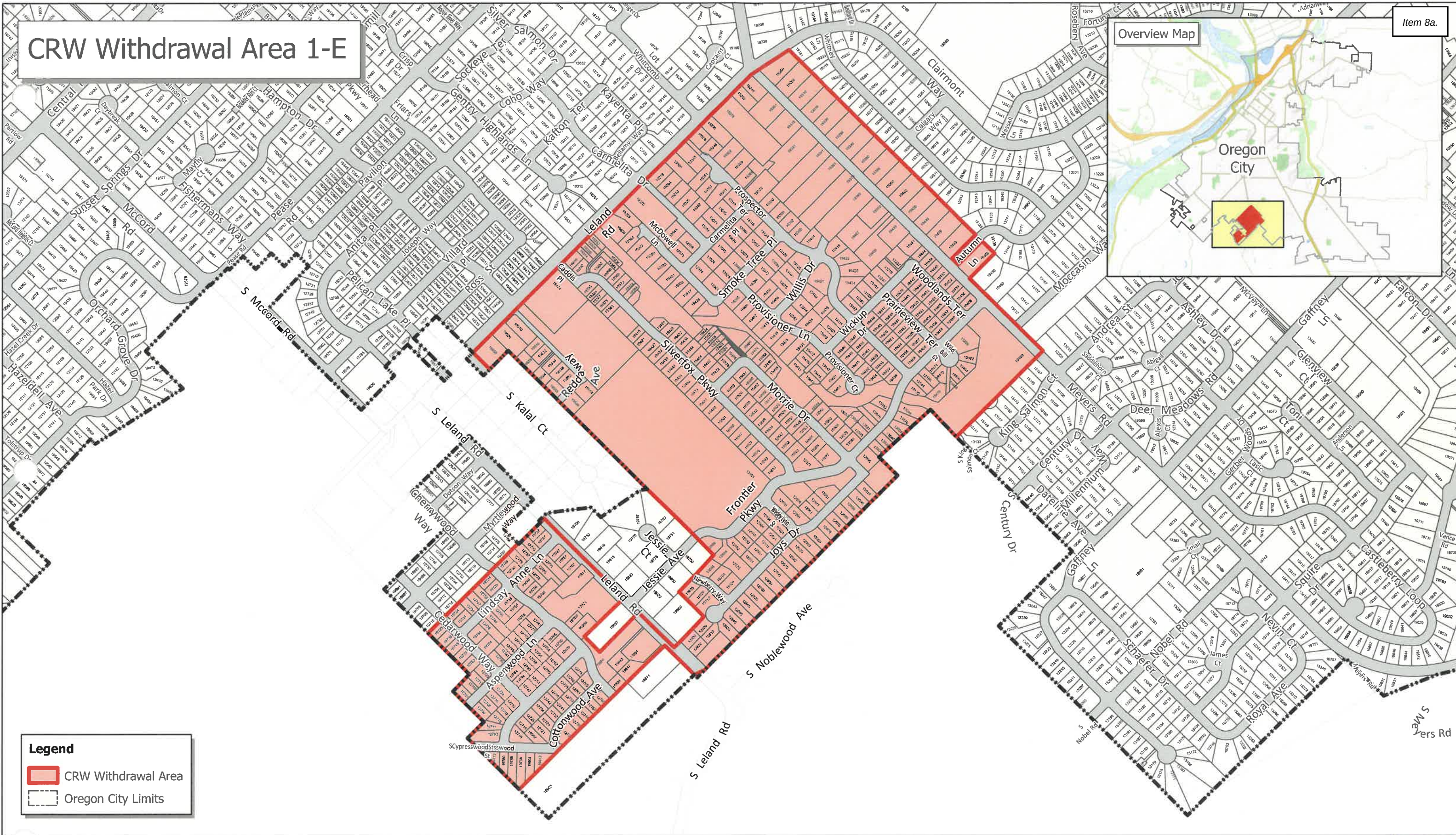
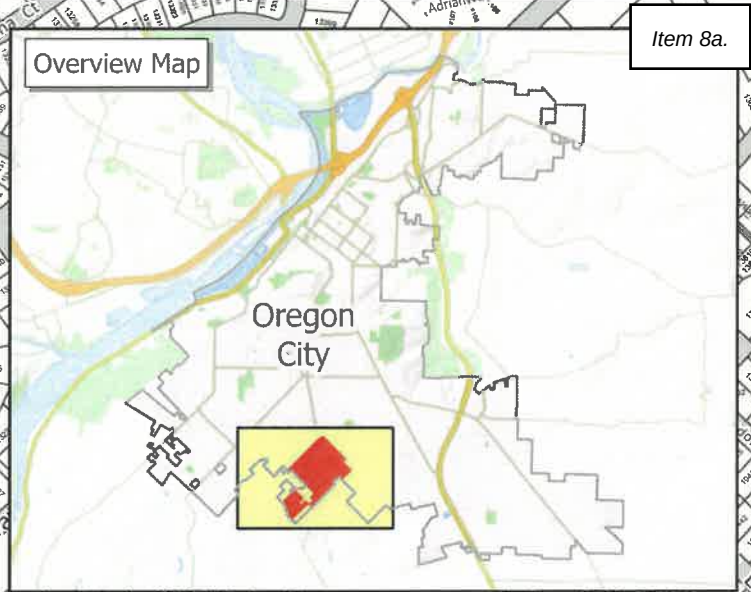
Page 84

CITY

CRW Withdrawal Area 1-E

Overview Map

Item 8a.

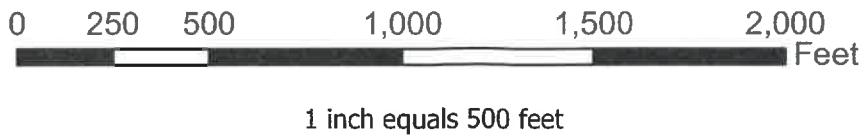


Legend

CRW Withdrawal Area

Oregon City Limits

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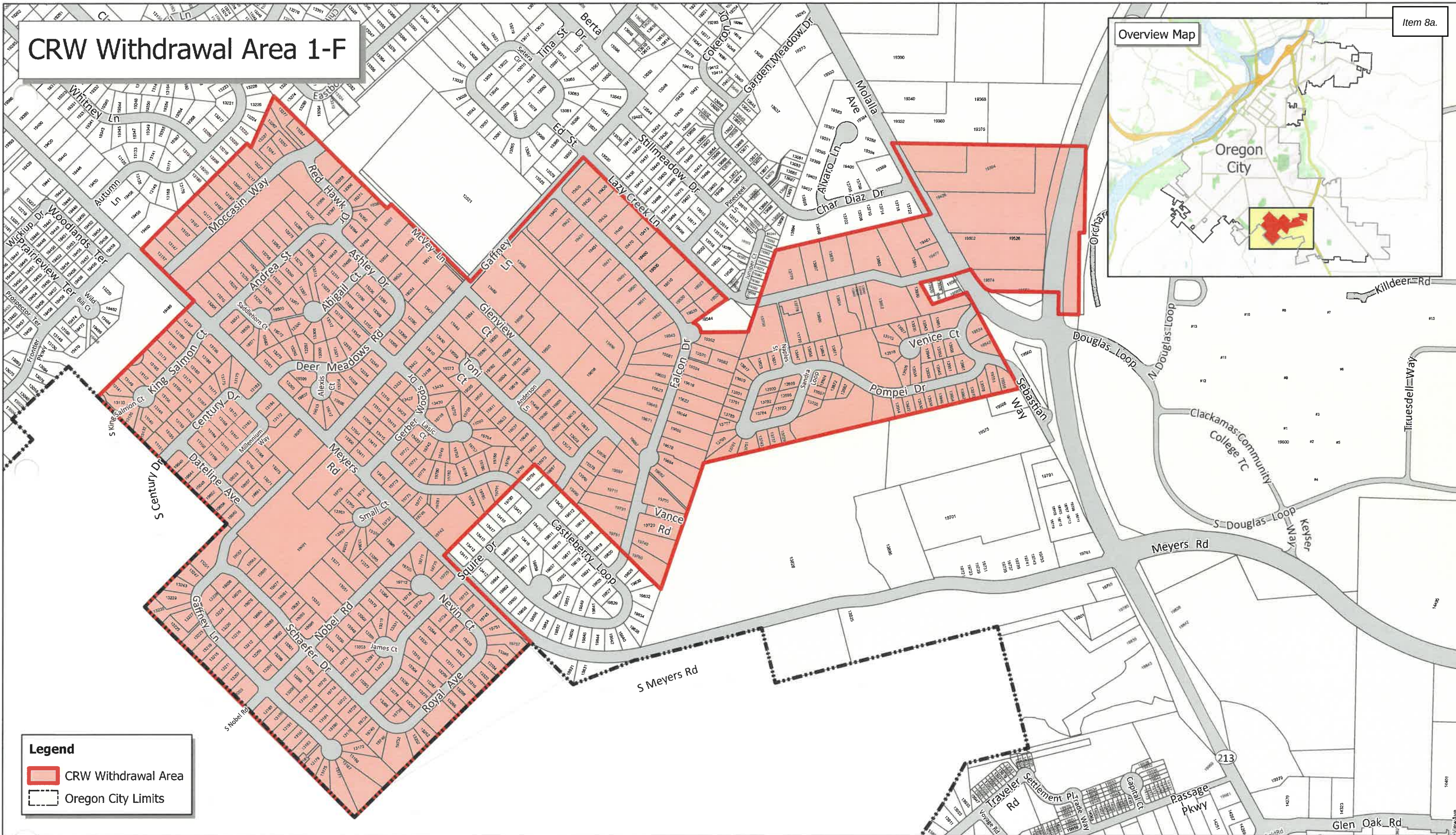
Page 85

CITY

CRW Withdrawal Area 1-F

Overview Map

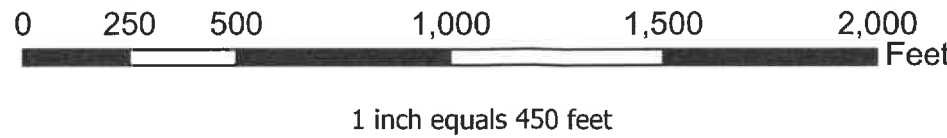
Item 8a.



Legend

- CRW Withdrawal Area
- Oregon City Limits

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Page 86

CRW Withdrawal Area 2-A

Item 8a.

Overview Map

Oregon
City

Whitehorse Ct

Clearwater Pl

River Birch Pl

14 Walnut Grove Way

Autumn Crest Pl

Blue Beech Ter

Rd	1888
	1890

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Page 87

CITY

Legend

 CRW Withdrawal Area
 Oregon City Limits

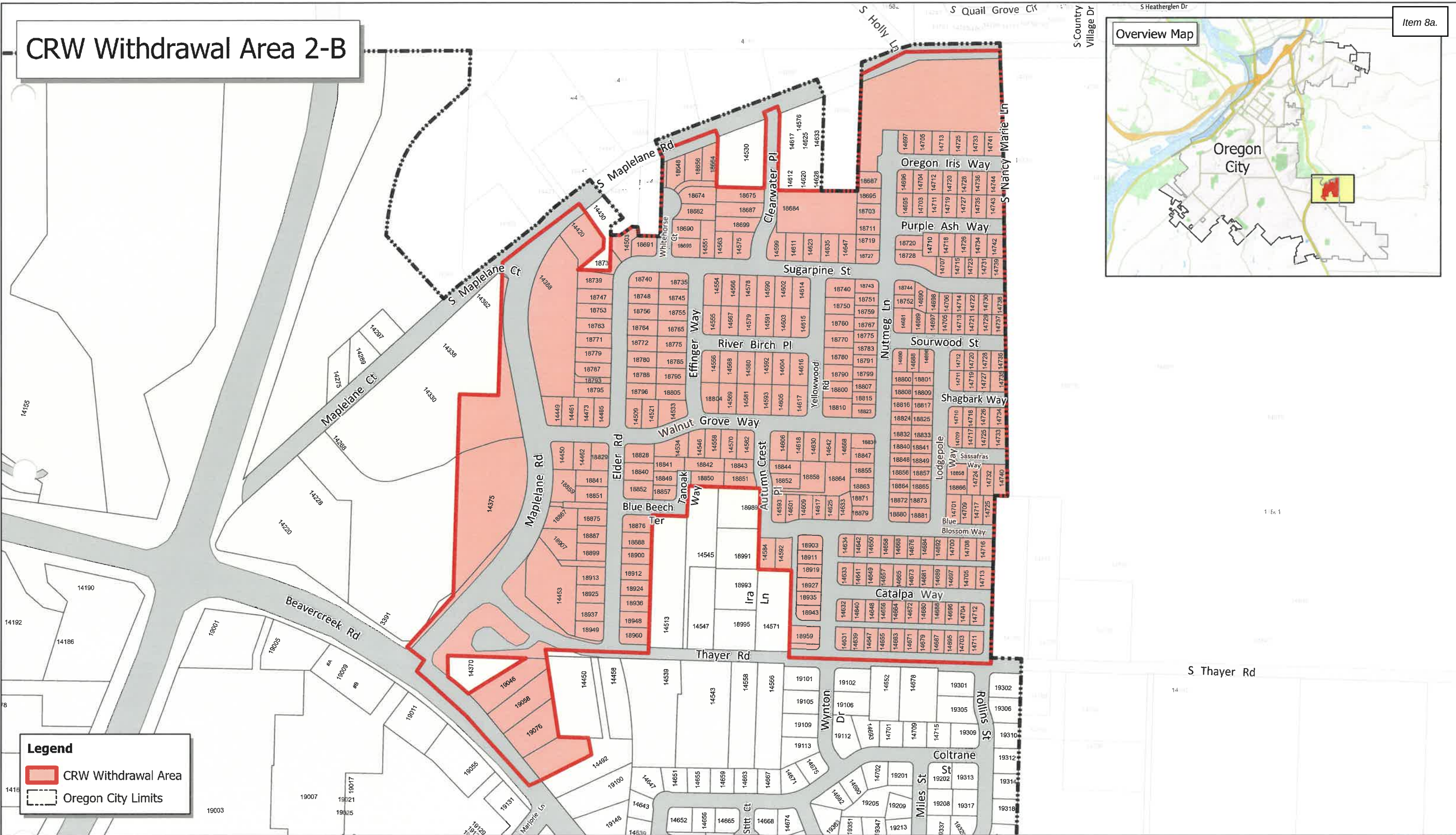
Beavercreek Rd

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1 inch equals 200 feet

Date: 6/7/2022; Map: Final Phase 1 Withdrawal Areas\Area 2-A - 11x17L; Plot: Final Phase 1 Withdrawal Areas - Area 2-A - 11x17L - 20220607.pdf

CRW Withdrawal Area 2-B

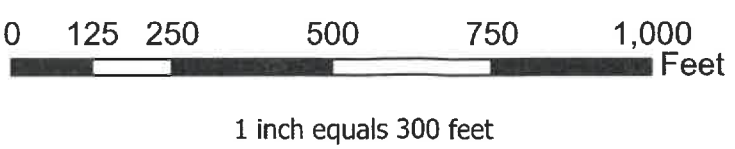


Legend

CRW Withdrawal Area

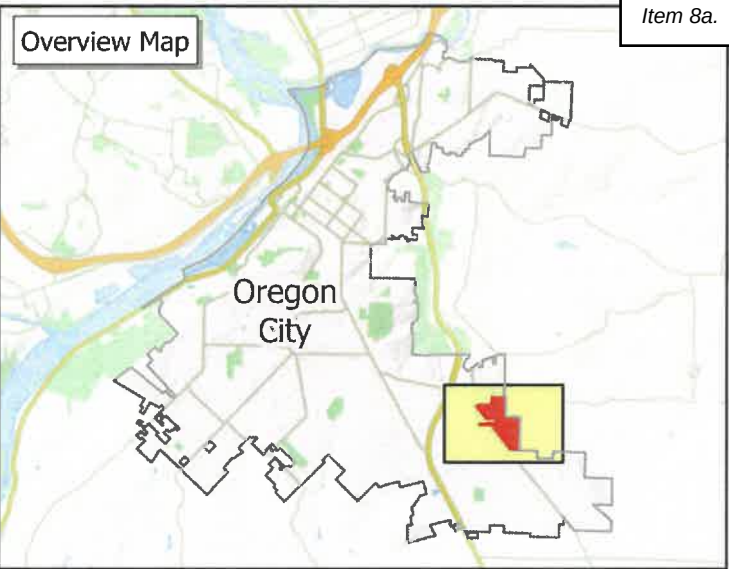
Oregon City Limits

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CRW Withdrawal Area 2-C



Legend

- CRW Withdrawal Area
- Oregon City Limits

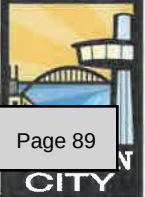
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1 inch equals 350 feet

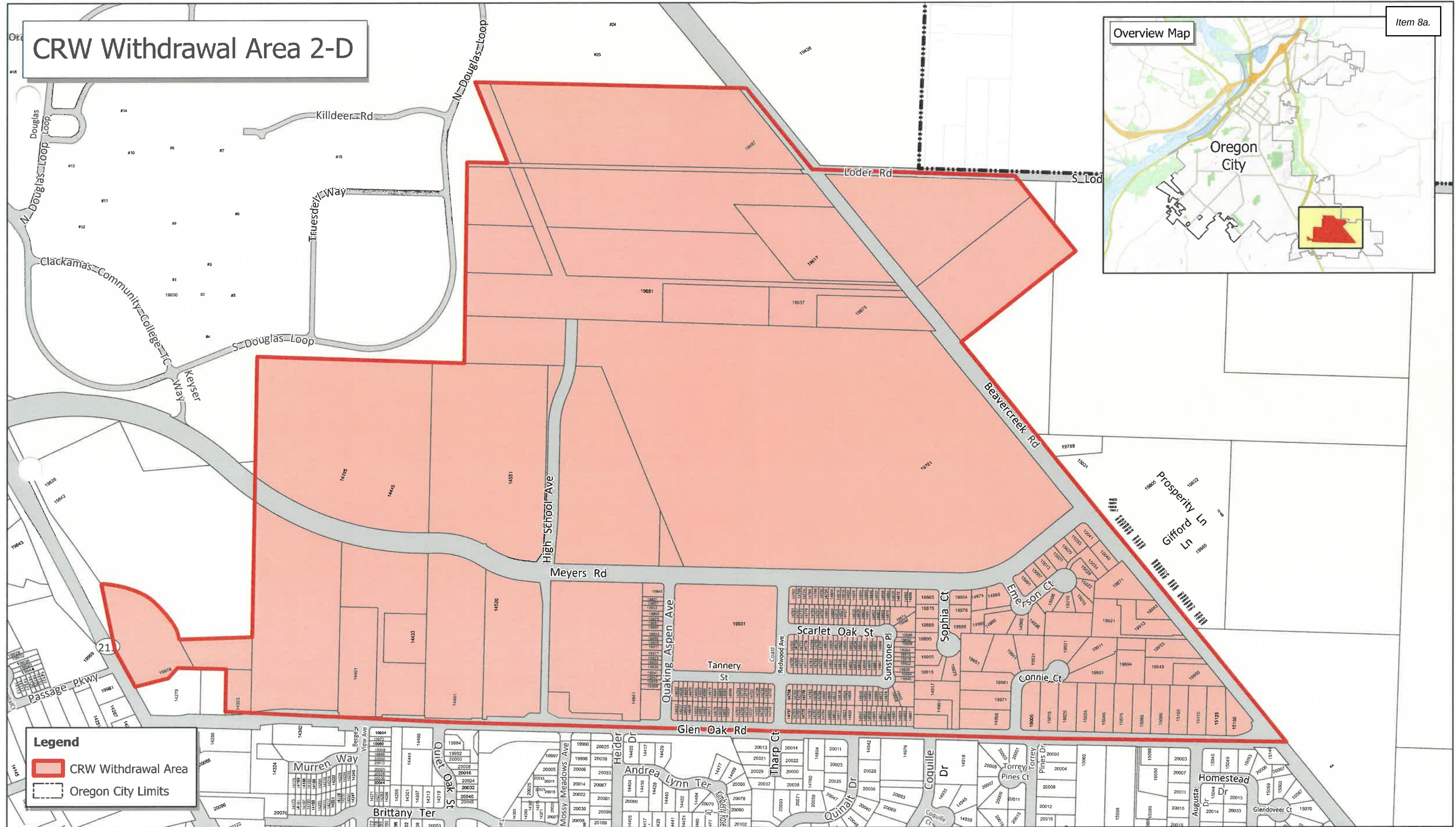


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CRW Withdrawal Area 2-D

Item 8a.



Legend

- CRW Withdrawal Area
- Oregon City Limits

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1 inch equals 400 feet



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CRW Withdrawal Area 2-E

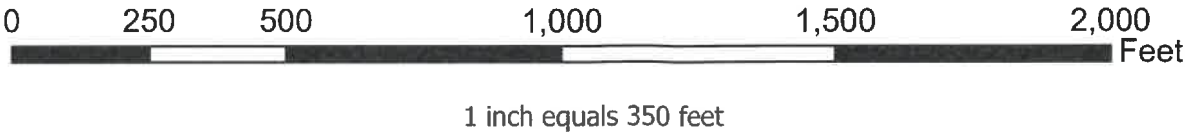
Overview Map

Item 8a.

Legend

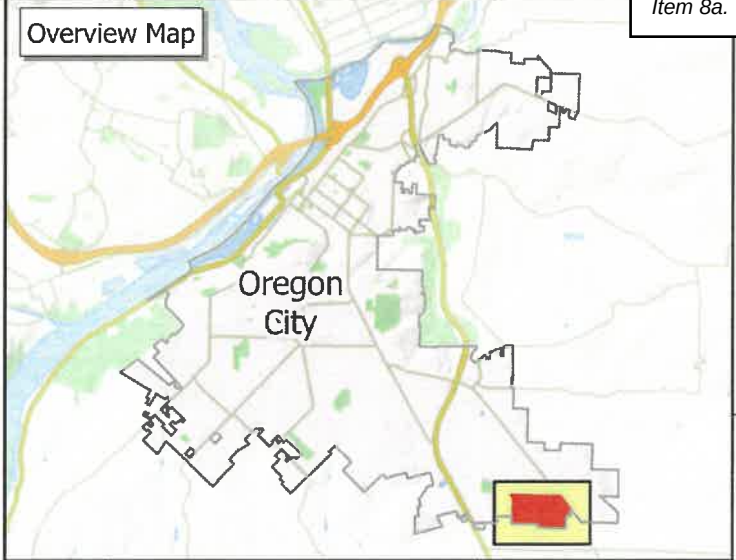
-  CRW Withdrawal Area
-  Oregon City Limits

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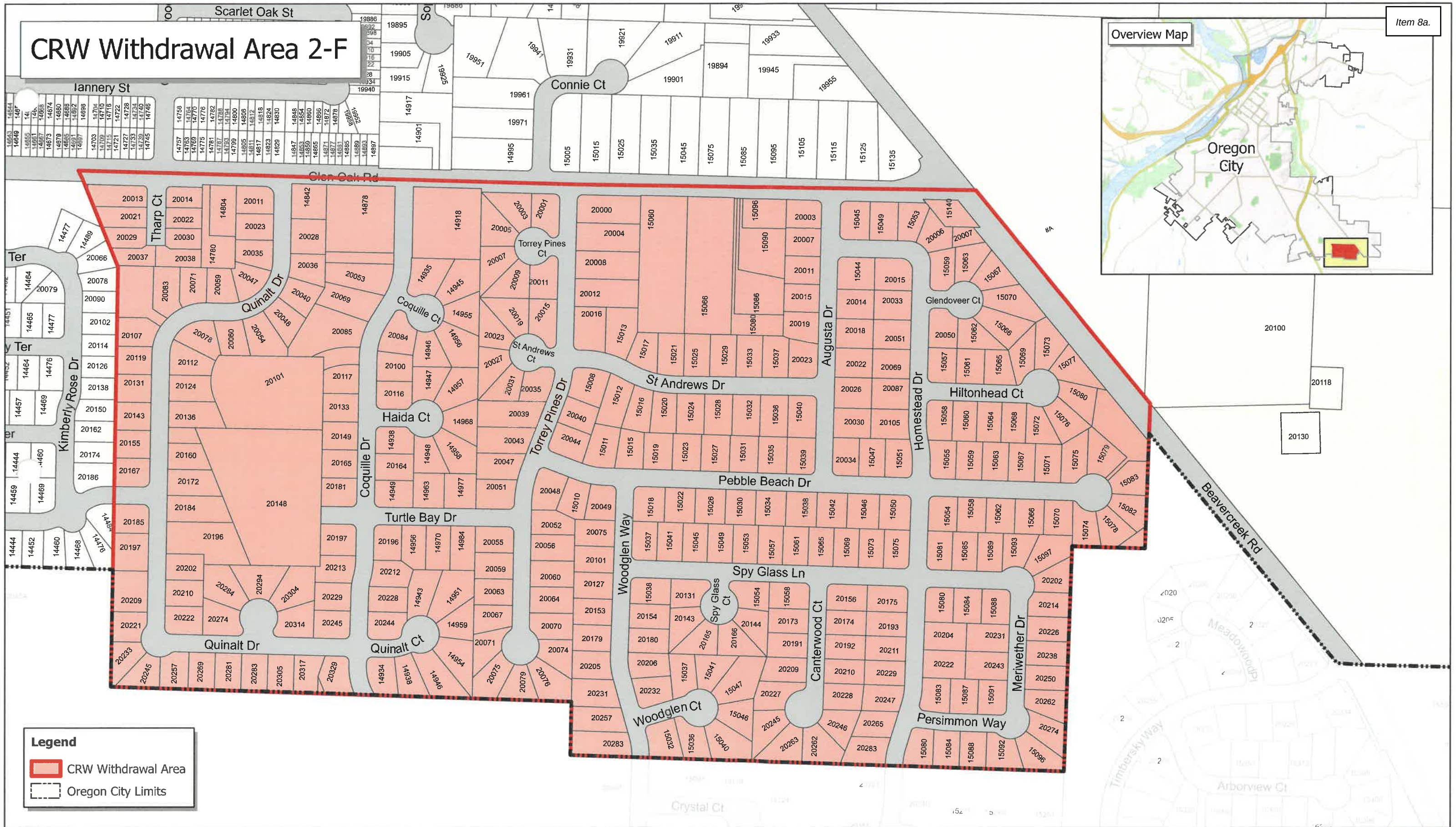


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CRW Withdrawal Area 2-F



Item 8a.



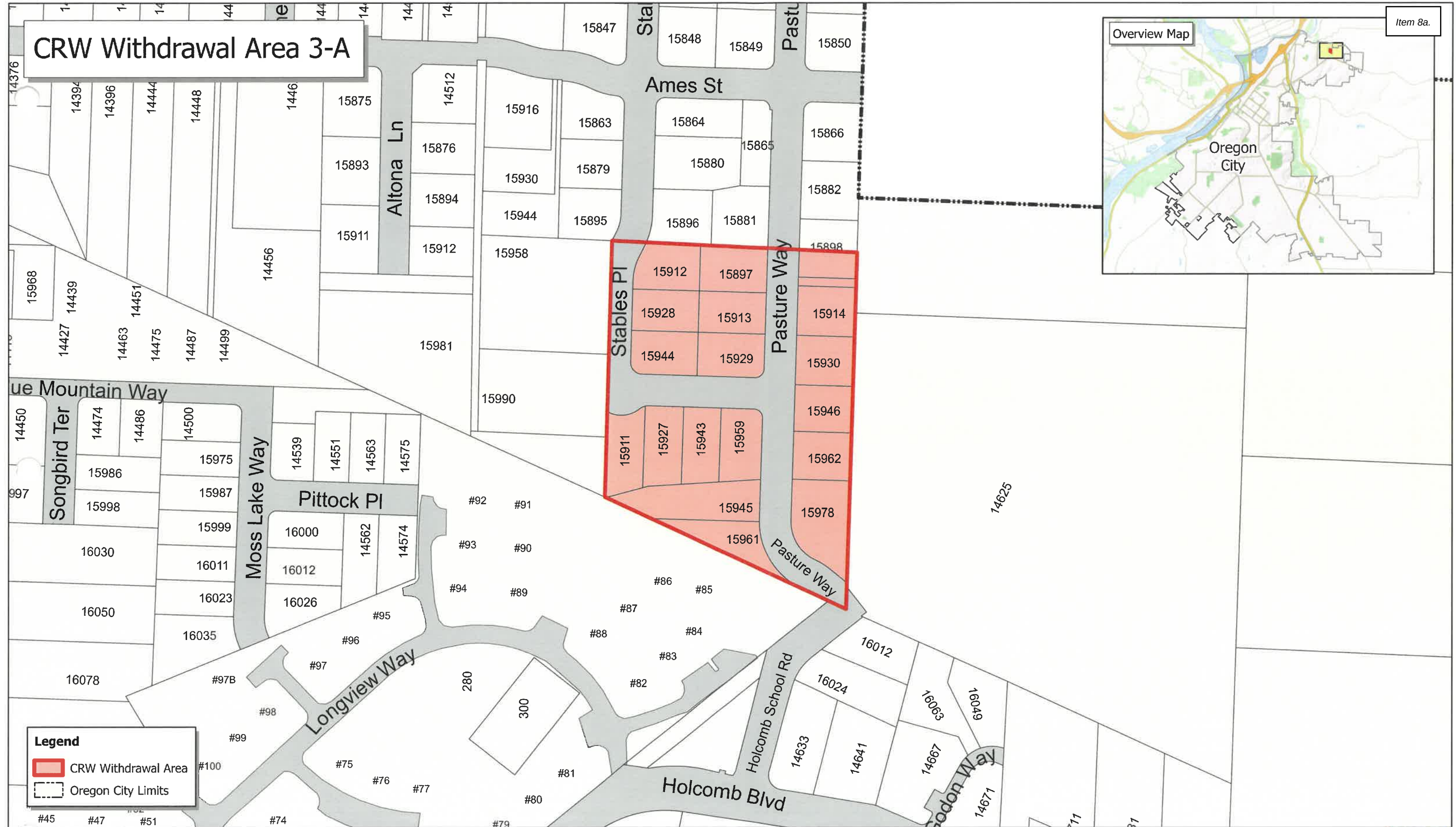
Legend

- CRW Withdrawal Area
- Oregon City Limits

CRW Withdrawal Area 3-A



Item 8a.



Legend

- CRW Withdrawal Area
- Oregon City Limits

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1 inch equals 150 feet



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Page 93

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

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 3rd day of August, 2022

Attested to this 3rd day of August, 2022.

DENYSE C. MCGRUFF
Commission President

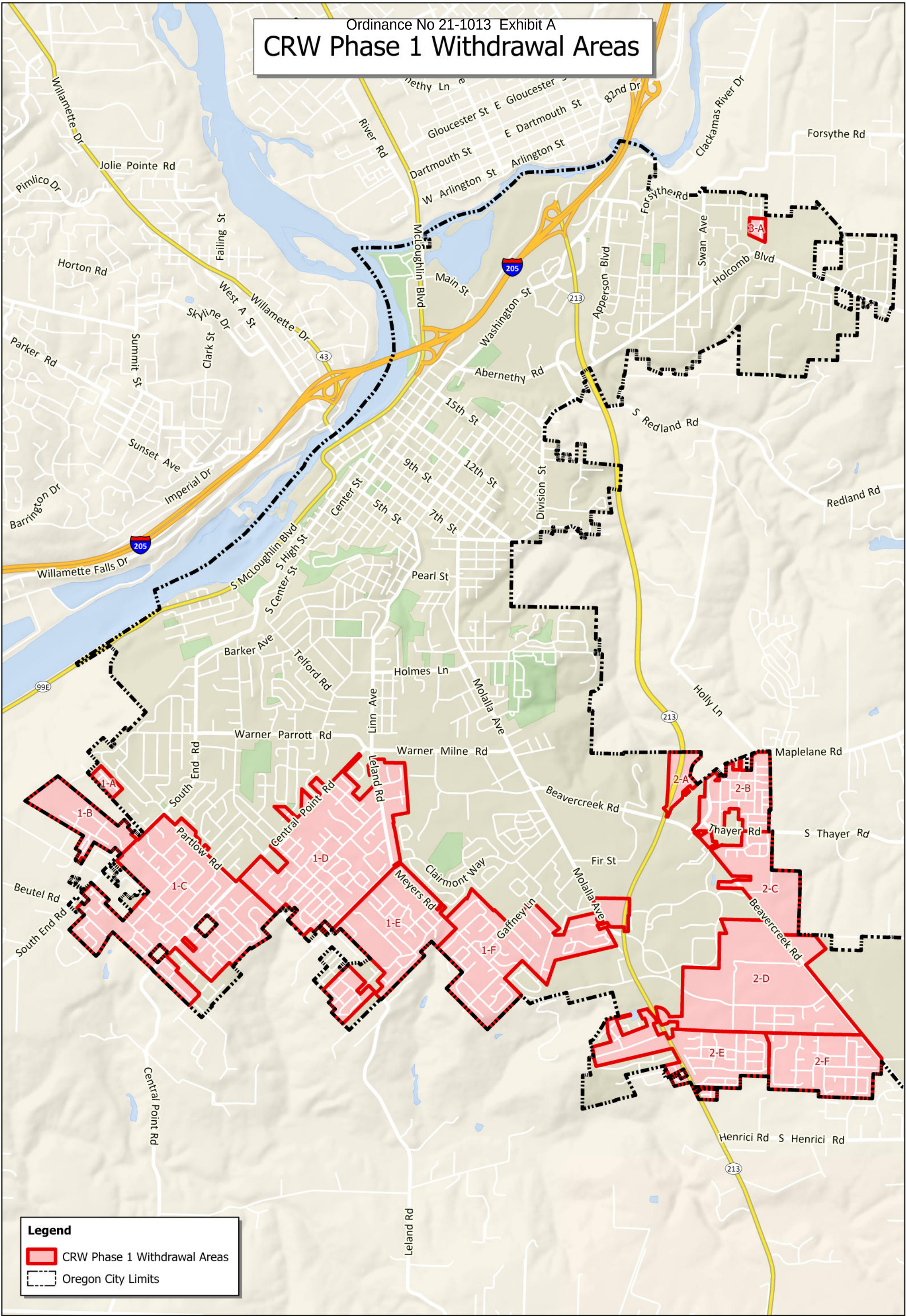
Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

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 $42^{\circ} 58' 03''$ 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 $47^{\circ} 01' 43''$ 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 $42^{\circ} 58' 54''$ 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 $45^{\circ} 44' 04''$ 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

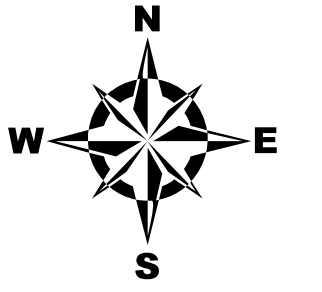
THOSE PORTIONS OF LAND LYING IN THE SOUTH HALF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

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

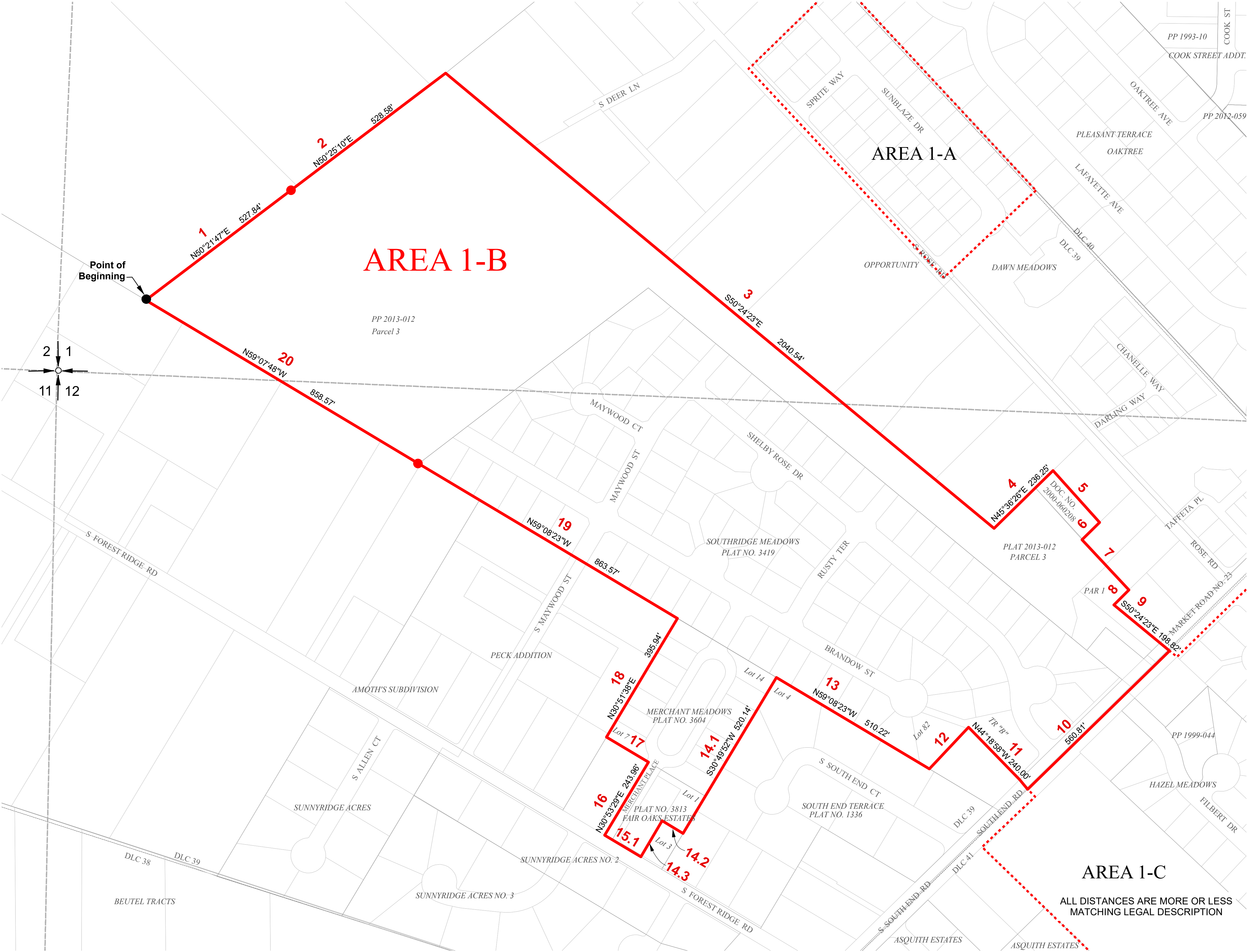
- said SOUTHRIDGE MEADOWS, 163.88 feet to the most Southerly corner thereof;
13. Thence North 59° 08' 23" West along the Southwesterly line of said SOUTHRIDGE MEADOWS, 510.22 feet to the most Easterly corner of Lot 14, MERCHANT MEADOWS, Plat No. 3604, a duly recorded subdivision in Clackamas County, 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.

AREA 1-B

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 1-B.2

THOSE PORTIONS OF LAND LYING IN THE SOUTH HALF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 EAST AND THOSE PORTIONS LYING IN THE NORTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LINE TABLE		
COURSE NO.	BEARING	DISTANCE
5	S44°43'00"E	200.00'
6	S44°00'00"W	70.71'
7	S43°06'31"E	196.80'
8	S45°41'02"W	64.57'
12	S43°14'22"W	163.88'
14.2	N59°08'13"W	70.00'
14.3	S30°50'36"W	120.00'
15.1	N59°08'13"W	120.17'
17	N59°08'32"W	140.00'

LEGEND

Withdrawal Boundary Area 1-B

Surrounding Withdrawal Boundary Areas

PLSS Section Line

1-A

1-C

Subdivision/Partition

Parcel Boundary

Donation Land Claims

1

Legal Description Course Number

NOT TO SCALE

Clackamas River Water

OREGON CITY

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	

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.

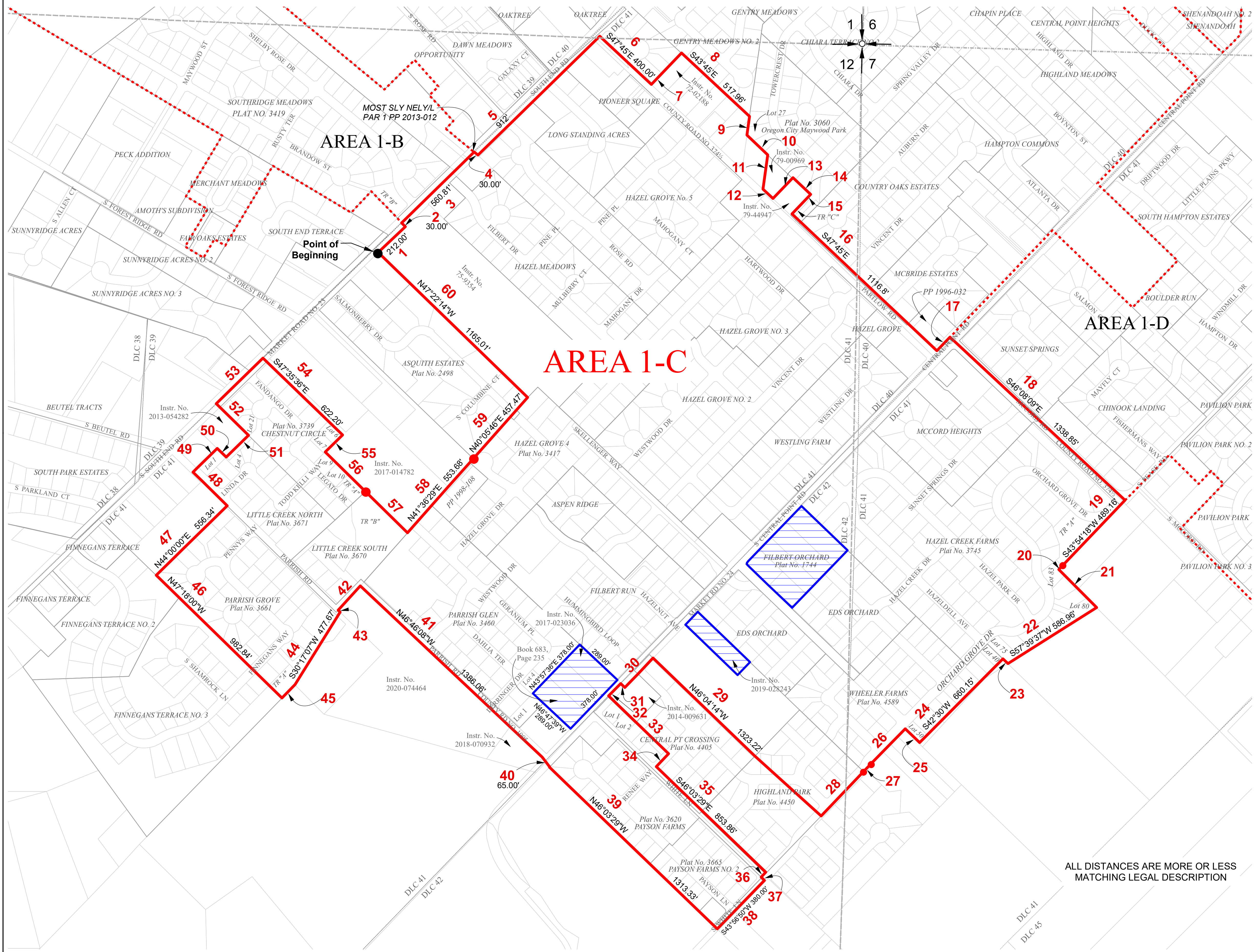
AREA 1-C

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 1-C.2

Item 8a.

THOSE PORTIONS OF LAND LYING IN SECTION 01 AND 12 TOWNSHIP 3 SOUTH, RANGE 1 EAST AND THOSE PORTIONS LYING IN THE WEST HALF OF SECTION 07, 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
7	N43°E	240.50'
9	S7°48'34"W	106.26'
10	S46°31'09"E	159.97'
11	S6°56"W	190.00'
12	S47°45'E	90.32'
13	N42°15'E	146.89'
14	S47°45'E	136.15'
15	S42°15'W	151.12'
17	N44°03'13"E	116.34'
20	S43°54'18"W	29.14'
21	S44°53'42"E	300.00'
23	N46°03'51"W	38.92'
25	N46°03'51"W	111.42'
26	S43°56'28"W	259.19'
27	S43°56'29"W	77.50'
28	S43°56'28"W	360.00'
30	S43°56'49"W	225.00'
31	N46°03'11"W	30.00'
32	S43°56'49"W	106.71'
33	S45°52'05"E	464.35'
34	S43°54'16"W	100.00'
36	S43°56'28"W	30.00'
37	S46°03'29"E	30.00'
42	S42°29'01"W	199.50'
43	S47°15'59"E	15.00'
45	S42°41'00"W	104.20'
48	N47°15'59"W	259.00'
49	N44°00'28"E	189.33'
50	S47°11'07"E	70.02'
51	N44°00'28"E	174.55'
52	N47°10'56"W	260.00'
53	N44°06'54"E	365.36'
55	S44°04'08"W	137.16'
56	S47°11'14"E	314.40'
57	S47°11'19"E	330.39'

LEGEND

PLSS Section Line

To Remain CRW District Boundary

Withdrawal Boundary Area 1-C

Surrounding Withdrawal Boundary Areas

1-D

1-B

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: 1/27/21

REVISION: 3/5/21

REVISION: 4/5/22

Page 111

ALL DISTANCES ARE MORE OR LESS MATCHING LEGAL DESCRIPTION

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° 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° 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° 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° 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° 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° 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° 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;

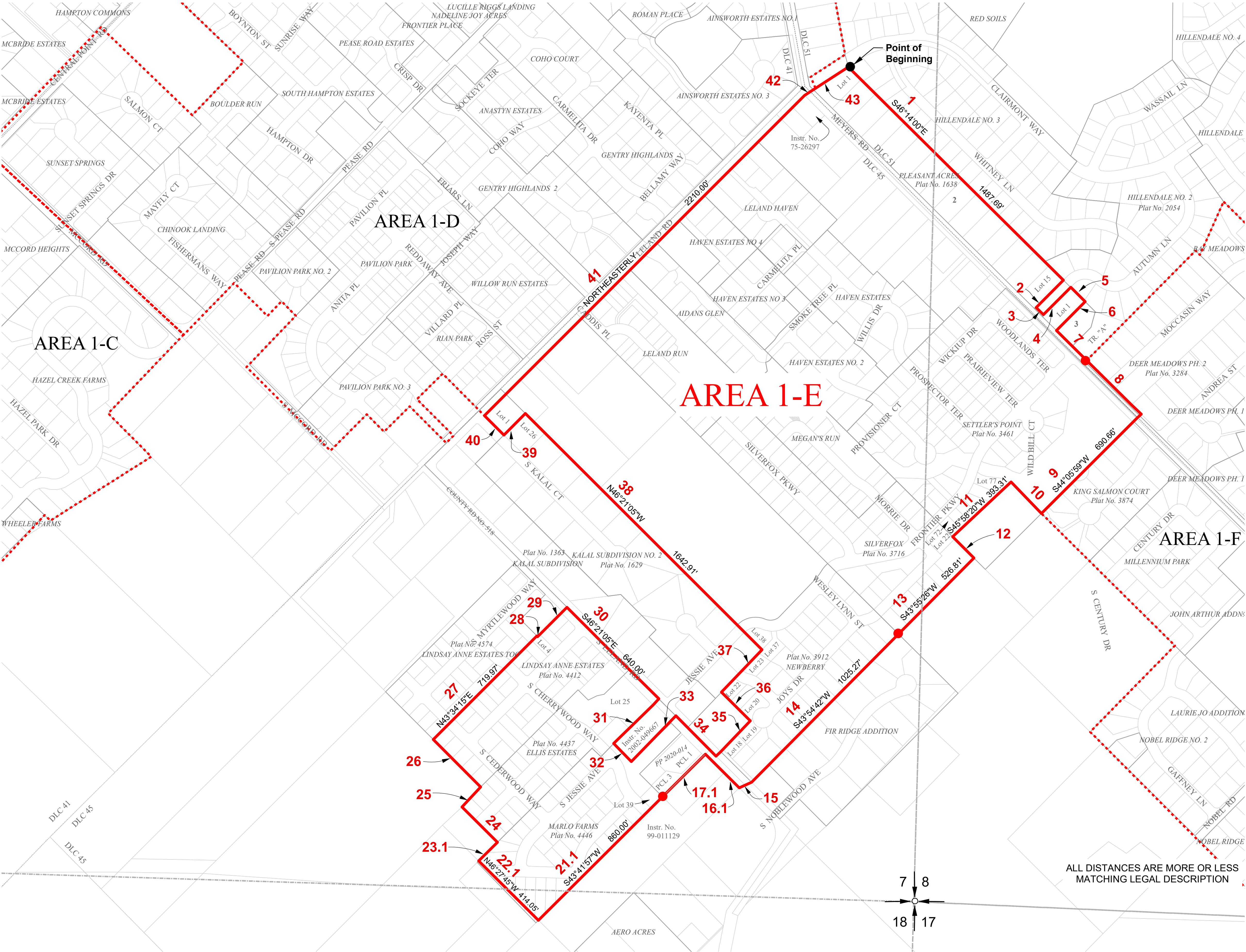
- 42 Thence Northeasterly across Meyers Road, 60 feet, more or less, to the Northern most point of curve for a 10.00-foot radius curve at the Western most corner of Lot 1, Block 2 of previously mentioned PLEASANT ACRES and a point on the Southeasterly right-of-way line of Clairmont Way;
- 43 Thence North 56° 00' 00" East along the Southeasterly right-of-way of said Clairmont Way, 192.89 feet to the point of beginning.

AREA 1-E

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 1-E.2

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

NOT TO SCALE

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	

Page 125

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 $17^{\circ} 03' 02''$ 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 $44^{\circ} 46' 30''$ 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 $44^{\circ} 44' 24''$ 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 $45^{\circ} 15' 36''$ 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 $45^{\circ} 03' 50''$ 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 $44^{\circ} 28' 47''$ 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 $44^{\circ} 28' 20''$ 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 $46^{\circ} 45' 32''$ 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 $45^{\circ} 04' 28''$ 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 $46^{\circ} 14' 39''$ West along said right-of-way line, 375 feet, more or less, to the point of beginning.

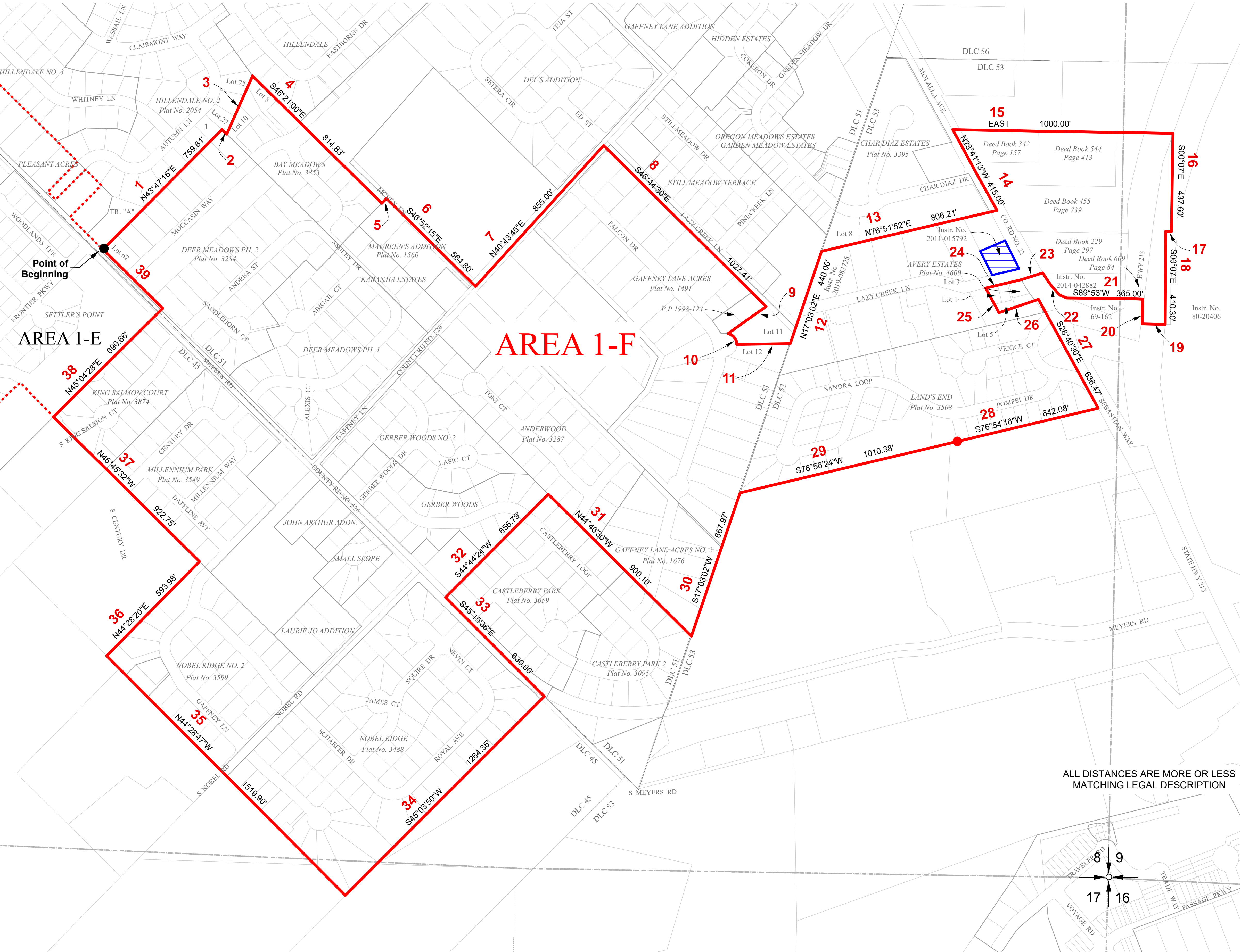
EXCEPTING THEREFROM (Map 3-2E-08AD, TL 401) that tract of land conveyed to Quyen Do Luu in Instrument No. 2011-015792, Clackamas County Deed Records in Donation Land Claim No. 53, in the Northeast one-quarter of Section 8, Township 3 South, Range 2 East, W.M. in Clackamas County, Oregon.

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
- Legal Description Course Number

ALL DISTANCES ARE MORE OR LESS MATCHING LEGAL DESCRIPTION

NOT TO SCALE



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	

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 Northwesternly right-of-way line of Maplelane Court;

1. Thence South 47° 53' 16" West along the Northwesternly 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 Northwesternly 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 Northwesternly right-of-way line of Maplelane Court;
5. Thence South 47° 53' 16" West along said Northwesternly 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 Northwesternly line of said 2014-011021 tract, 100.00 feet to the Northwesternly 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 Northwesternly right-of-way line of said Maplelane Court;
9. Thence South 47° 53' 16" West along said Northwesternly 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.

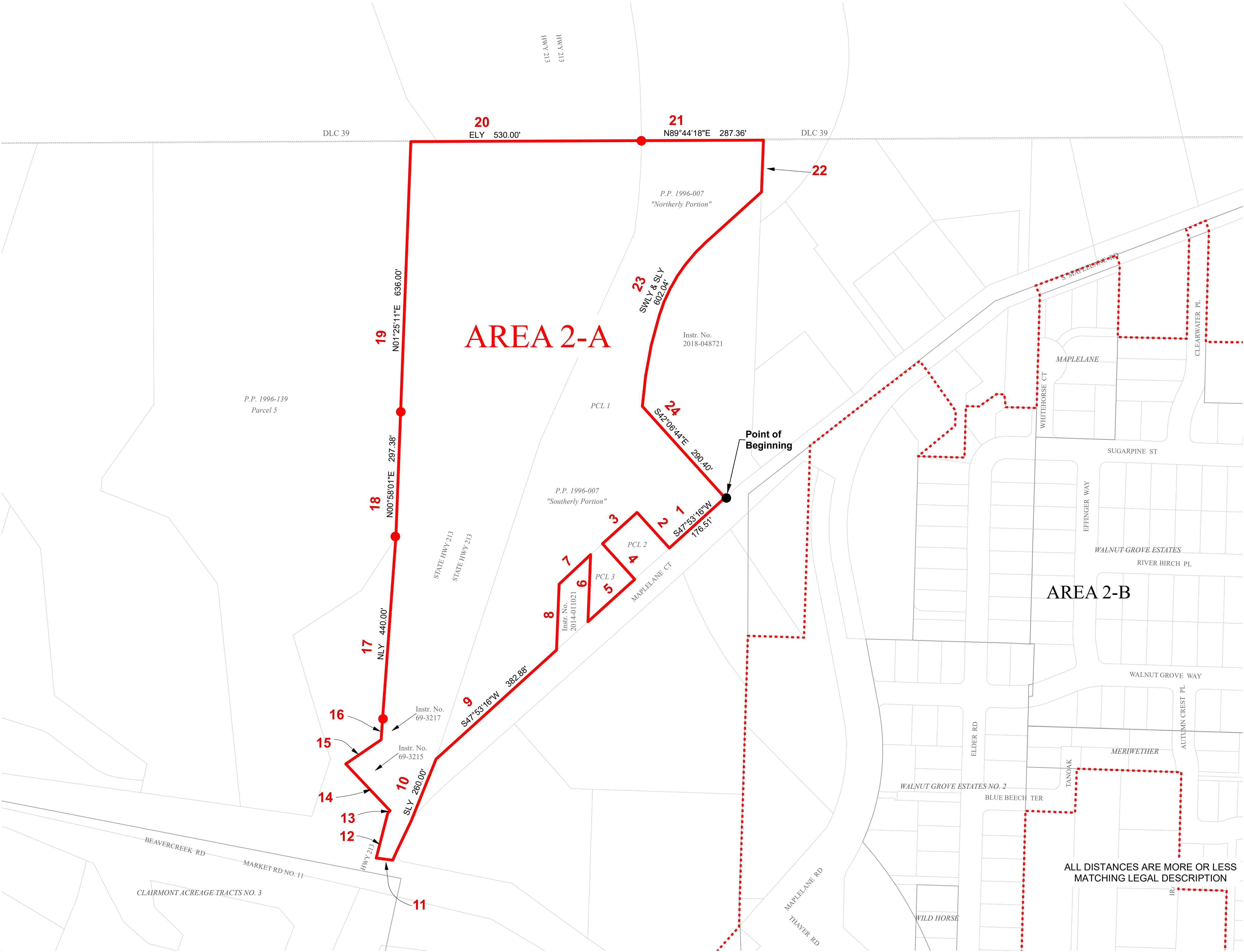
AREA 2-A

CLACKAMAS RIVER WATER DISTRICT WITHDRAWAL - EXHIBIT 2-A.2

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

NOT TO SCALE

PREPARED FOR
CITY OF OREGON CITY

PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 6-15-21
DATE:	
DRAWN BY: BAJ	REVISION:
CHECKED BY: PHR	
APPROVED BY: AMB	

ALL DISTANCES ARE MORE OR LESS
MATCHING LEGAL DESCRIPTION

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° 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° 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° 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° 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 $07^{\circ} 46' 26''$ 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 $89^{\circ} 33' 15''$ 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 $00^{\circ} 22' 52''$ 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 $32^{\circ} 43' 01''$ West, 30.00 feet to the centerline of Maplelane Road, County Road No. 398;
35. Thence North $67^{\circ} 16' 59''$ East along said centerline, 201.24 feet;
36. Thence South $32^{\circ} 43' 01''$ East, 30.00 feet to the Northeast corner of said MAPLELANE;
37. Thence South $00^{\circ} 26' 24''$ 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 $89^{\circ} 24' 58''$ 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 $00^{\circ} 35' 02''$ 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 $22^{\circ} 36' 46''$ West, 30.00 feet to the centerline of said Maplelane Road;
41. Thence North $67^{\circ} 23' 14''$ East along said centerline, 48.54 feet;
42. Thence South $22^{\circ} 36' 46''$ 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 $00^{\circ} 35' 02''$ 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:

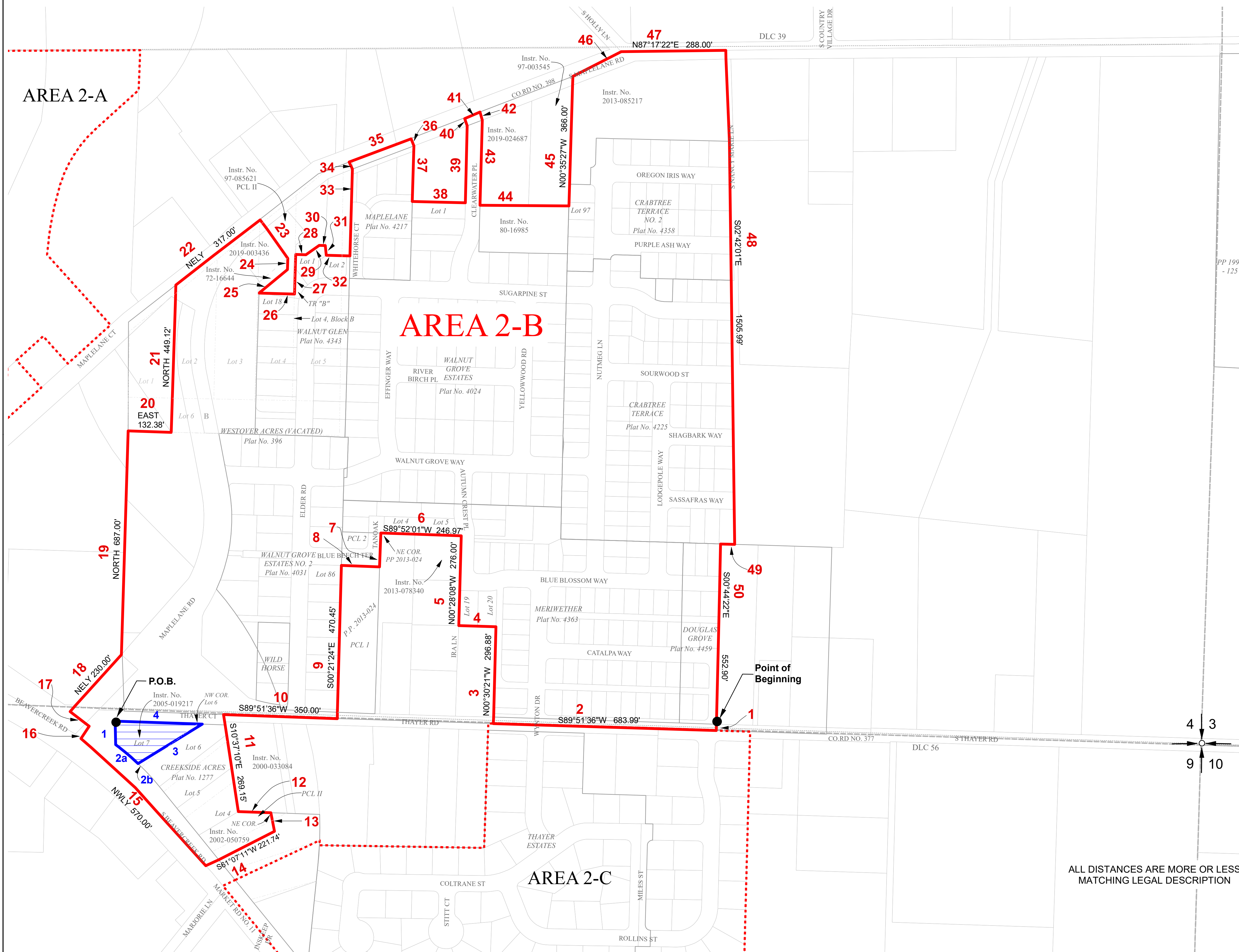
Part of Lots 6 and 7, CREEKSIDE ACRES, Plat No. 1277, a duly recorded subdivision in Clackamas County described as follows:

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)

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

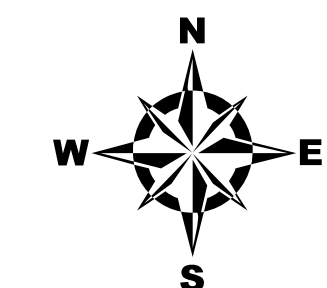


LINE TABLE		
COURSE NO.	BEARING	DISTANC
1	S00°08'24"E	20.00'
4	S89°52'01"W	113.81'
7	S00°27'24"E	102.10'
8	S89°39'27"W	117.58'
12	EAST	100.00'
13	SELY	58.66'
16	NELY	30.00'
17	NWLY	80.00'
23	S40°13'E	145.00'
24	SOUTH	35.00'
25	S49°42'W	108.00'
26	N89°37'10"E	109.41'
27	N00°24'08"W	121.28'
28	N89°33'15"E	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
 -  Legal Description Course Number



NOT TO SCALE



PREPARED FOR
CITY OF OREGON CITY
PREPARED BY
CLACKAMAS RIVER WATER

JOB NO.: 5011-0512	REVISION: 7/13/21
DATE:	
DRAWN BY: BAJ	REVISION: 8/9/21
CHECKED BY: PHR	
APPROVED BY: AMB	

Page 142

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;

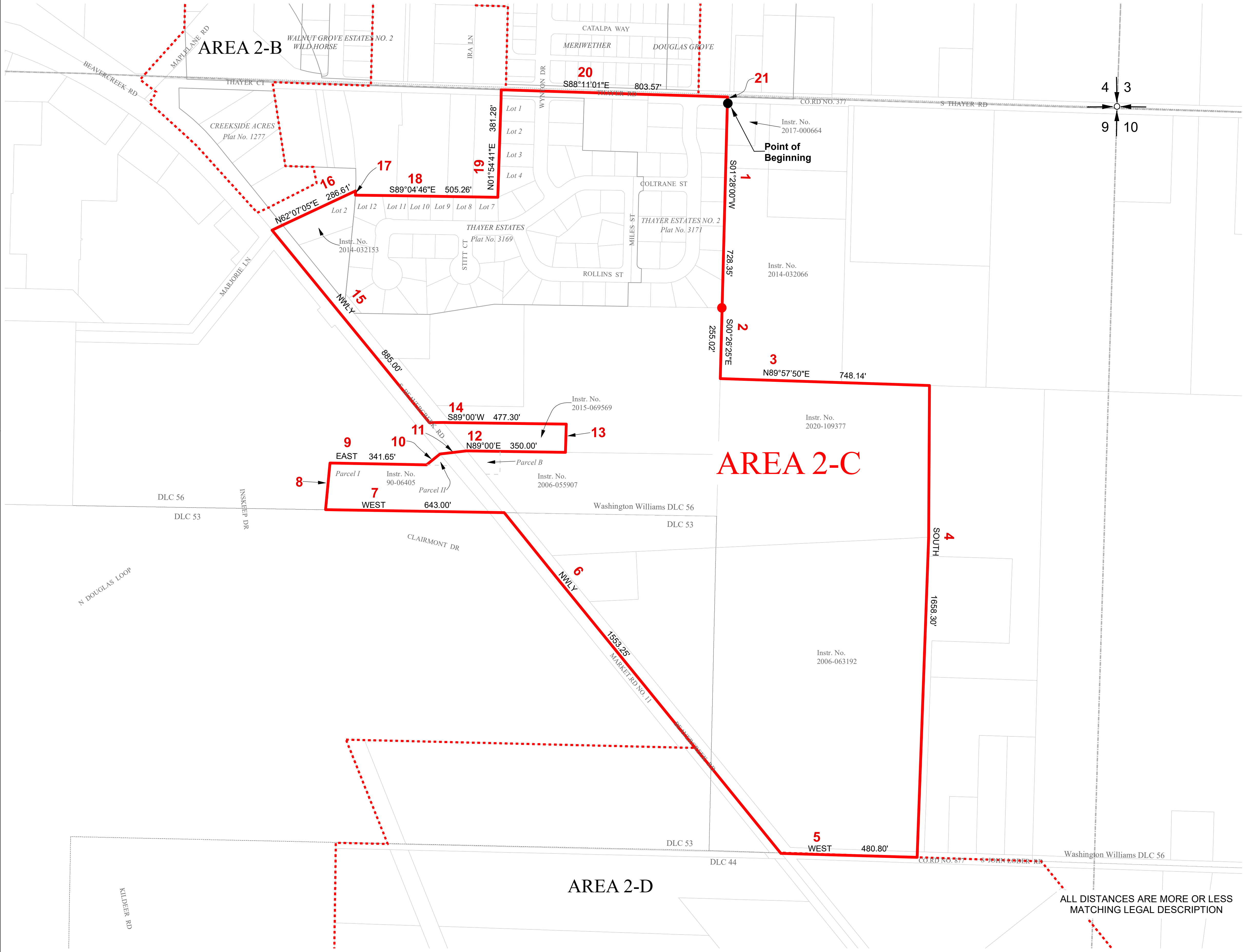
19. Thence North $1^{\circ} 54' 41''$ East along the West line of Lot 4 through 1 of said THAYER ESTATES and the Northerly extension thereof, 381.28 feet, to the centerline of the aforementioned Thayer Road;
20. Thence South $88^{\circ} 11' 01''$ East along said centerline, 803.57 feet to a point on 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
- Parcel Boundary
- 2-A
- Donation Land Claims
- 2-B
- 2-D
- 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 $89^{\circ} 14'$ 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 $28^{\circ} 00'$ 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 $74^{\circ} 46'$ 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 $29^{\circ} 29'$ 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 $87^{\circ} 17' 00''$ 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;

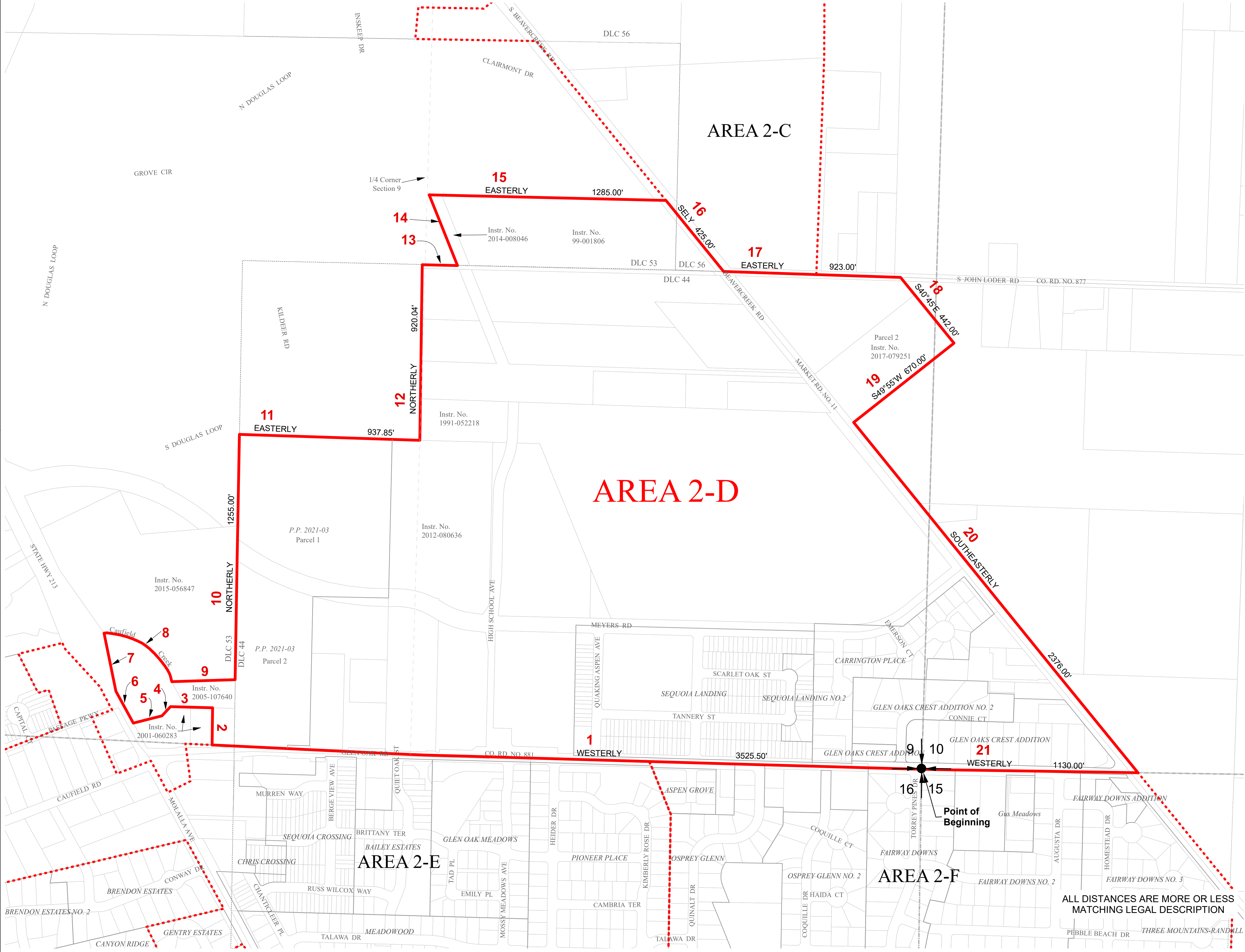
19. Thence South $49^{\circ} 55'$ West along the Southeasterly line of said 2017-079251 tract, 670 feet to the most Southerly corner thereof, said point also being on the Northeasterly right-of-way line of said Beaver creek Road;
20. Thence Southeasterly along said Northeasterly right-of-way line of 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

Clackamas River Water

OREGON CITY

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	

Page 150

ALL DISTANCES ARE MORE OR LESS
MATCHING LEGAL DESCRIPTION

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 $26^{\circ} 32' 10''$ East along the Westerly line of said KINSLIE HEIGHTS, 215.86 feet to the Southwest corner thereof;
10. Thence North $76^{\circ} 41' 26''$ 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 $89^{\circ} 24' 27''$ 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 $00^{\circ} 19' 25''$ 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 $89^{\circ} 40' 35''$ 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 Northwestern line of said Parcel 5;
15. Thence South $57^{\circ} 30' 34''$ West along the Northwestern line of said Lot 3 and the Northwestern line of Tract A of said EDMONT ESTATES and parallel with and 10.00 feet distant from the Northwestern line of said Parcel 5, 92.91 feet to an angle point in said Tract 1;

16. Thence South $41^{\circ} 30' 14''$ 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 $27^{\circ} 45' 47''$ 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 $89^{\circ} 40' 35''$ 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 $00^{\circ} 31' 29''$ 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 $89^{\circ} 40' 35''$ 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 $00^{\circ} 53' 00''$ 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 $21^{\circ} 58' 50''$ 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;

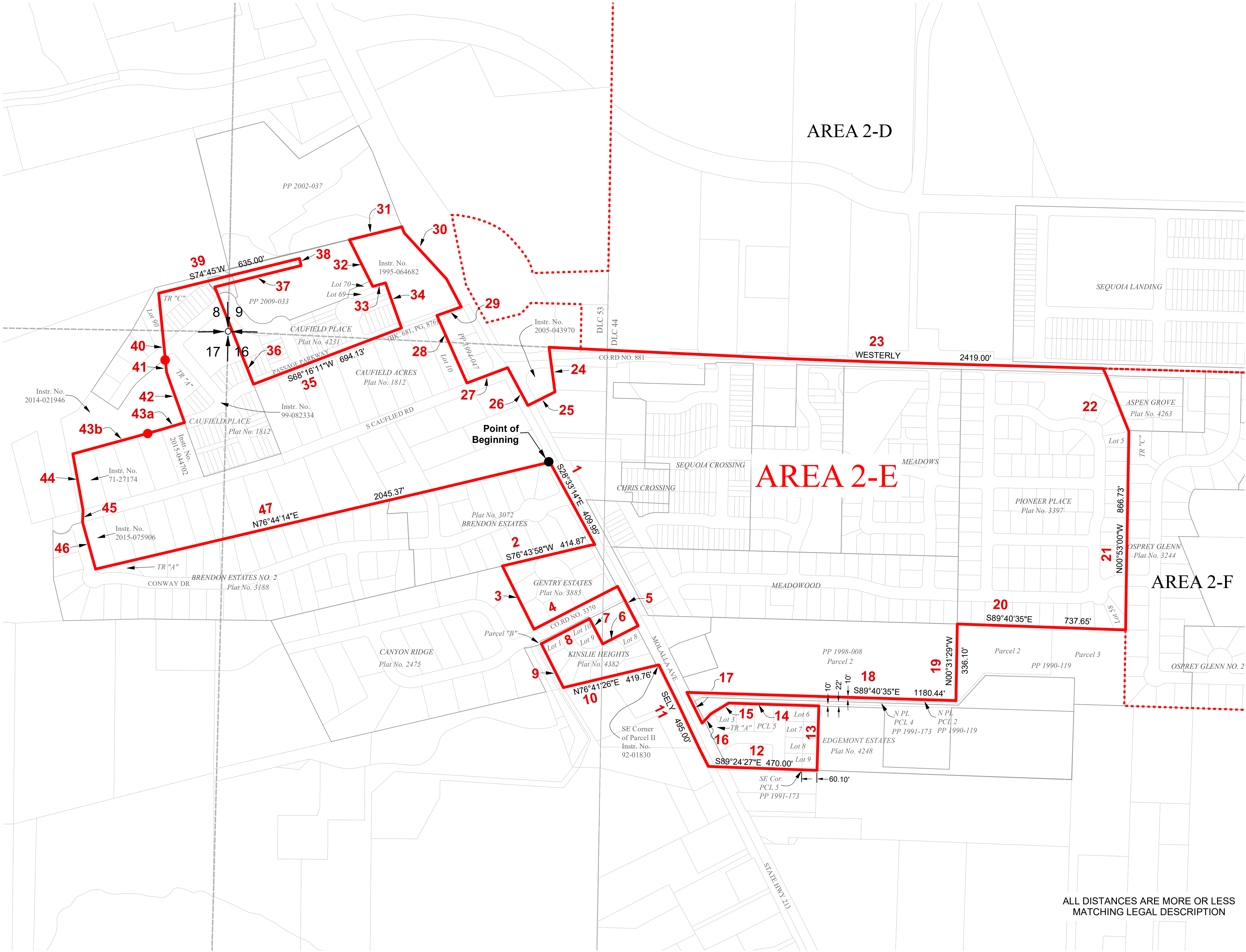
24. Thence South 5° 05' 04" East along said extension and the Easterly line of said 2005-043970 tract, 165 feet, more or less, to the Southeast corner thereof;
25. Thence South 60° 38' 00" West along the Southeasterly line of said 2005-043970 tract, 134.72 feet, more or less, to the centerline of State 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 $20^{\circ} 17' 32''$ East along the most Southerly Easterly line of said CAUFIELD PLACE, 200.35 feet to the most Easterly corner thereof;
35. Thence South $68^{\circ} 16' 11''$ 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 $22^{\circ} 39'$ 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 $74^{\circ} 45'$ 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 $74^{\circ} 45'$ 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 $06^{\circ} 40' 00''$ 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 $06^{\circ} 40' 00''$ 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 $20^{\circ} 40' 17''$ 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 $72^{\circ} 20' 06''$ West, 166.28 feet and South $73^{\circ} 42' 06''$ 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

Parcel Boundary

Donation Land Claims

PLSS Section Line

1 Legal Description Course Number

N PL North Property Line

NOT TO SCALE

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: 10/13/21
DATE:	
DRAWN BY: BAJ	REVISION: 10/15/21
CHECKED BY: PHR	
APPROVED BY: AMB	REVISION: 4/5/22

Page 157

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;

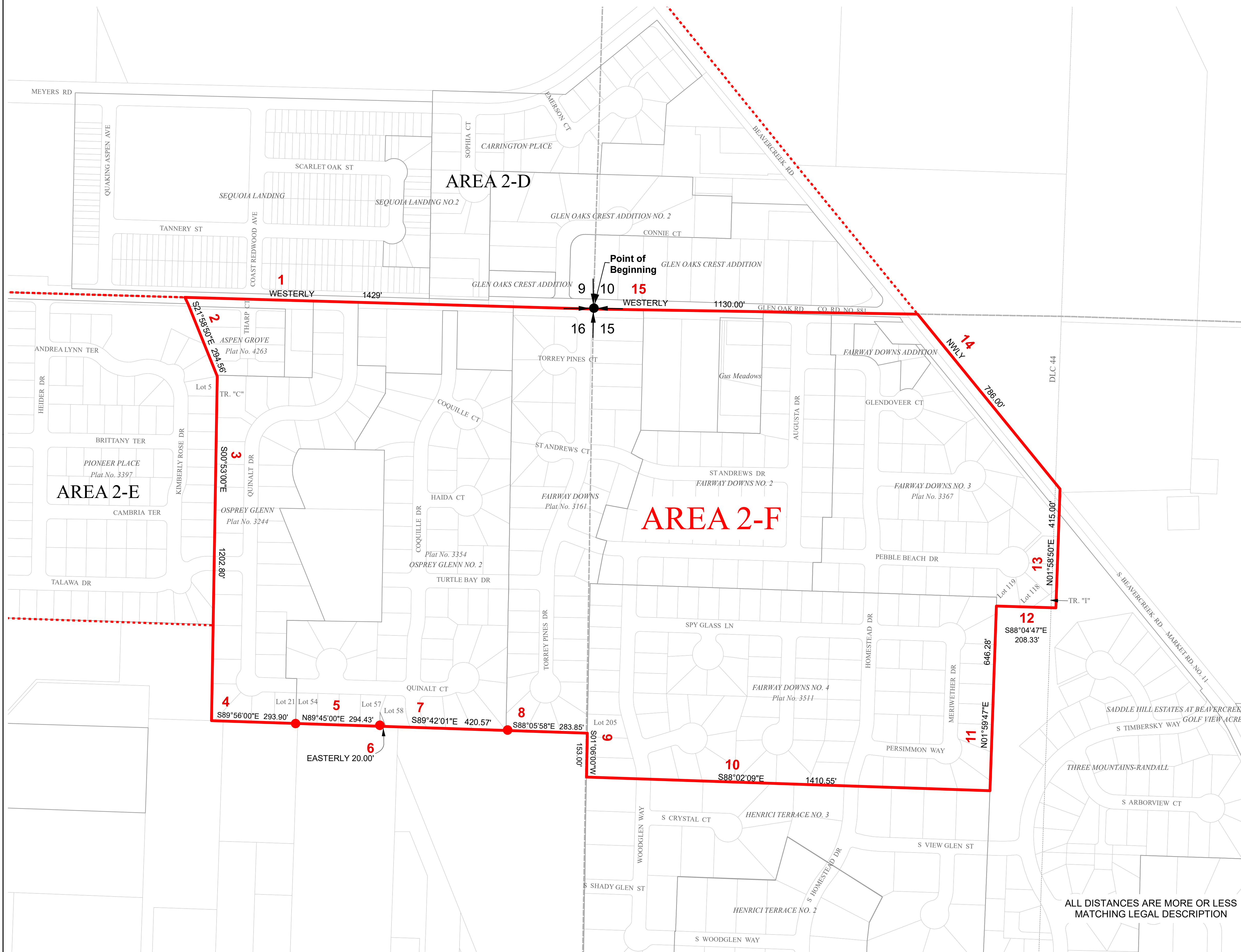
9. Thence South $01^{\circ} 06' 00''$ West along the West line of said FAIRWAY DOWNS NO. 4, 153 feet, more or less, to the Southwest corner thereof;
10. Thence South $88^{\circ} 02' 09''$ East along the South line of said FAIRWAY DOWNS NO. 4, 1410.55 feet to the Southeast corner thereof;
11. Thence North $01^{\circ} 59' 47''$ 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

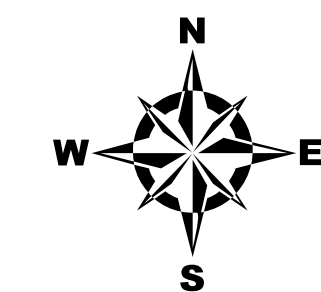
THOSE PORTIONS OF LAND LYING IN SECTION 15 AND THOSE PORTIONS LYING IN SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LEGEND

-  Withdrawal Boundary Area 2-F
 -  Surrounding Withdrawal Boundary Areas
 -  2-D
 -  2-E
 -  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	REVISION: 7/13/21
DATE:	
DRAWN BY: BAJ	REVISION:
CHECKED BY: PHR	
APPROVED BY: AMB	

Page 160

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

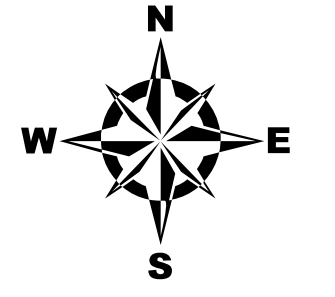
THOSE PORTIONS OF LAND LYING IN SECTION 21 AND THOSE PORTIONS LYING IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

Ordinance No. 21-1013



LEGEND

- Area
 - Withdrawal Boundary Area 3-A
- Subdivisions
- Parcel Boundary
- PLSS Section Line
- 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: 7/22/21
REVISION:



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: 07/20/2022

SUBJECT:

Resolution No. 22-24, Modifying the Public Works Engineering Fee Schedule, and Amending Resolution No. 22-03

STAFF RECOMMENDATION:

Approve Resolution No. 22-24 modifying the Engineering Fee Schedule.

EXECUTIVE SUMMARY:

The Engineering Fee Schedule is being updated to add a Type I Street Improvement Modification Fee and a Plant Establishment Fee to the Public Improvements Development Engineering Services fees.

BACKGROUND:

The Engineering Fee Schedule is required to be adopted by resolution whenever a fee is added, removed, or changed beyond the annual adjustments relating to annual inflation.

The Engineering Fee Schedule was last adopted in February 2022 with Resolution No. 22-03. This update to the Engineering Fee Schedule includes two proposed additions:

- Type I Street Improvement Modification Fee: \$176
- Plant Establishment Fee: 110% of the cost of replaced plantings

The addition of the Type I Street Improvement Modification Fee is proposed to be implemented due to a change in City Code in April 2021.

The addition of the Plant Establishment Fee is proposed as an effort to encourage developers to establish and maintain stormwater management area plantings or to allow the City to recover costs associated with taking on new plantings at the completion of the maintenance period.

OPTIONS:

1. Adopt Resolution No. 22-24 as requested.
2. Adopt Resolution No. 22-24 with specific amendments.
3. Deny Resolution No. 22-24. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$0.00

FY(s): FY 22-23

Funding Source(s): Not Applicable

**A RESOLUTION MODIFYING THE PUBLIC WORKS ENGINEERING FEE SCHEDULE AND
AMENDING RESOLUTION NO. 22-03**

WHEREAS, the City of Oregon City adopted Resolution No. 22-03 establishing a schedule of permit fees for Public Works Engineering which included all engineering fees previously adopted by resolutions, and established a consistent method to adjust these fees on an annual basis to account for inflation; and

WHEREAS, the City of Oregon City has adopted Resolution No. 22-03 and other resolutions establishing fees that are necessary to defray the Public Works Engineering Division's actual operational costs; and

WHEREAS, the City of Oregon City desires to modify the Public Works Engineering Fee schedule, Exhibit A, which includes all engineering fees previously adopted by resolutions; proposes changes as described in Exhibit B, Fee Explanation; and continues to include an annual adjustment to adjust these fees to account for inflation; and

WHEREAS, the City of Oregon City, City Commission resolves that the City should recover to the extent practicable, the actual cost of providing Public Works Engineering Services to facilitate the issuing of permits for construction of various public and private infrastructure per the City of Oregon City standards.

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

Section 1. The City hereby adopts Exhibit A, Public Works Engineering Fee Schedule, to become effective July 21, 2022, with the addition of the Type I Street Improvement Modification Fee and the Plant Establishment Fee as described in Exhibit B, Fee Explanation.

Section 2. The Public Works Engineering Fee Schedule, Exhibit A, shall continue to be adjusted annually to account for inflation on January 1st. The adjustment to account for inflation shall be based on changes in the CPI-W for the Pacific Division of the West Region.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of July 2022.

DENYSE C. MCGRUFF
Commission President

Attested to this 20th day of July 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



City of Oregon City Public Works

Engineering Fee Schedule

July 21, 2022

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee
Erosion & Sediment Control SFR Permit (Application, Plan Review, Inspection)	Regular	Flat	\$284
	Reduced w/ Certification	Flat	\$217
	Re-inspection for failed inspection	Flat	\$89
Erosion & Sediment Control Non-SFR Permit (Application, Plan Review, Inspection)	Regular (1 acre or less)	Flat	\$752
	Reduced w/ Certification (1 acre or less)	Flat	\$417
	PLUS, each additional acre or fraction thereof	Per Unit	\$133
	Re-inspection for failed inspection	Flat	\$89
Engineering Services for Building Permits	Engineering Site Plan Review for Building Permit	Flat	\$89
	Inspection for Public Sidewalk and Driveway Approach for single-family subdivision lot Building Permit	Flat	\$176
Public Utility Service Permit	Application for Public Water Service Line, Sanitary Sewer, or Stormwater Service Laterals	Flat	\$56
	Plan Review	Flat	\$120
	Utility Inspection	Flat	\$176
	Pavement Cut & Restoration Inspection	Flat	\$29
	Utility Permit Sidewalk Repair Inspection	Flat	\$29
	Utility Permit Driveway Approach Repair Inspection	Flat	\$29
	Utility Re-Inspection	Flat	\$89
	Sanitary Sewer Service Lateral Launch Video Inspection by City per Customer request	Flat	\$247
	Sanitary Sewer Service Tap Video Inspection at Public Main Line Connection	Flat	\$247
Public Street Driveway Approach Permit	Application	Flat	\$56
	Plan Review	Flat	\$120
	Inspection	Flat	\$176
	Re-Inspection	Flat	\$89
Public Street Sidewalk Permit (Individual)	Application and Plan Review	Flat	\$56
	Inspection	Flat	\$120
	Re-Inspection	Flat	\$89
Public Street Sidewalk Group Permit (Group)	Application (one contractor: multiple sidewalk panels along one block of street frontage, block length shall be a maximum length of 500 feet)	Flat	\$56
	Plan Review	Flat	\$120
	Inspection	Flat	\$176
	Re-Inspection	Flat	\$89

Fee/Engineering Service/Permit Type	Fee Description	Rate	Item 9a.
Public Street Sidewalk Permit in connection with the Sidewalk Assistance Grant Program	Application and Plan Review (Individual)	Flat	\$28
	Inspection (Individual)	Flat	\$60
	Application (Group)	Flat	\$28
	Plan Review (Group)	Flat	\$60
	Inspection (Group)	Flat	\$88
	Re-Inspection (Individual & Group)	Flat	\$45
Grading Permit (Filling, Grading, Excavating, including temporary material stockpile)	Application, Plan Review and Site Monitoring (*Engineer's Cost Estimate when applicable)	Flat Fee Plus Percentage	\$307 plus 2.5% of cost estimate*
Public Improvements Development Engineering Services (Street, Water, Sanitary Sewer, Stormwater)	5% of Engineer's Final Cost Estimate (2.5% Technical Plan Review Fee for First through Third Technical Plan Reviews plus 2.5% Inspection Fee)	Percentage	5% of cost estimate
	Additional Technical Plan Review Fee for every plan review beyond the third Technical Plan Review. 0.5% added to 2.5% Technical Plan Review Fee for each additional Plan Review after the Third Plan Review	Percentage	0.5% of cost estimate
	Re-Inspection (more than one inspection for the same item)	Flat	\$89
Type I Street Improvement Modification	Application and Analysis per OCMC 16.12.013.B.	Flat	\$176
Plant Establishment Fee	When 2-year maintenance period is complete and 25% or more of the required plantings of a stormwater management area are dying or dead, the applicant shall replace all dead or dying plants AND pay a fee for their establishment equal to 110% of the cost of the plants.	Percentage	110% of the cost of the new plantings
Geotechnical Review	City Peer Review of Geotechnical Documents (Reports, Plans, Other)	Actual Cost	Actual Peer Review cost
Traffic Engineering Review	City Peer Review of Traffic Engineering Documents (Reports, Plans, Studies, Other)	Actual Cost	Actual Peer Review cost
Temporary Obstruction in ROW Permit	Application and Plan Review	Flat	\$29
	Inspection	Flat	\$29
Long Term Obstruction in ROW with Revocable ROW Permit	Application	Flat	\$56
	Plan Review	Flat	\$120
	City Resolution and Document Process	Flat	\$235
	Revocable ROW Permit	Flat	\$176
City Resolution and Document Processing	City Resolution and Document Processing	Flat	\$235
Document Processing and Recording Fee	Record one document at one time	Flat	\$321
	Record each additional document at same time with first document	Flat	\$182
Plat Review	Partition	Flat	\$606
	Subdivision	Flat	\$849
	Planned Development	Flat	\$2,203
Vacation of Public Rights-of-Way or Public Easements	Public Right-of-Way	Flat	\$1,170
	Public Easement	Flat	\$690

Fee/Engineering Service/Permit Type	Fee Description	Rate	Item 9a.
Special Event ROW Permit	Application and Review	Flat	\$176
	ROW Inspection for use of ROW during Special Event	Flat	\$176
Renewable ROW Permit (outdoor seating, monitoring wells, other)	Application, Review and Inspection	Flat	\$88
ROW Permit General - Minor work outside of travel ways and no vehicular traffic control	Application, Review and Inspection	Flat	\$176
ROW Permit General - Moderate work within travel ways and not requiring Technical Plan Review	Application and Plan Review	Flat	\$176
	Inspection	Flat	\$176
ROW Permit General - Major work in ROW requiring technical plan review	Application, Technical Plan Review and ROW Inspection is Flat Fee plus 2.5% of Engineer's Final Cost Estimate	Flat Fee Plus Percentage	\$307 plus 2.5% of cost estimate
Small Cell Facility - Minor Installation (on Existing Third Party Utility Structure)	Application, Review and Inspection	Flat	\$812
Small Cell Facility - Major Installation (on City Utility Structure or Proposed New Structure) (requires Techncial Plan Review)	Application, Technical Plan Review and Inspection - Flat Fee plus actual cost over Flat Fee plus 15% Administrative Fee	Flat Fee plus Actual Cost over Flat Fee plus Administrative Cost Percentage	\$812 plus actual cost over Flat Fee plus Administrative Fee
ROW Licensee Major Installation - Fiber, Cable, Natural Gas, Electric, Telecommunications (does not include Small Cell Facility) requires Technical Plan Review	5% of Engineer's Final Cost Estimate (2.5% Technical Plan Review Fee for First through Third Technical Plan Reviews plus 2.5% Inspection Fee)	Percentage	5% of cost estimate
	Additional Technical Plan Review Fee for every plan review beyond the third Technical Plan Review. 0.5% added to 2.5% Technical Plan Review Fee for each additional Plan Review after the Third Plan Review	Percentage	0.5% of cost estimate
Film Permit	ROW Inspection for use of ROW during filming	Flat	\$176
	Usage fee for using City facilities' sanitary sewer during filming	Flat	\$38
	Usage fee for using City facilities' water during filming	Flat	\$38
Annual Permit for Banners in Right-of-Way (ROW)	(Note: Fees adopted through Resolution No. 15-31)	One Flat Fee applies prior to June 30 th / One Flat Fee after June 30 th	\$202 prior to June 30th / \$101 after June 30th
Street Light Pole Banner Installation/Removal Permit in ROW	Fees for application, review, installation and removal of street light pole banners (Note: Fees adopted through Resolution No. 15-31)	Flat Rate per street light pole banner	\$24
Cross Street Banner Installation/Removal Permit in ROW	Fees for application, review, installation and removal of cross street banner at Molalla Avenue south of Char Diaz (Note: Fees adopted through Resolution No. 15-31)	Flat	\$77

Approved requests for after-hours or weekend City staff inspections shall be billed based on staff cost.



EXHIBIT B

Fee Explanation for Public Works Engineering Fees Resolution No. 22-24

The following provides a brief explanation of proposed changes to the Public Works Engineering Fees.

Type I Street Improvement Modification Fee

On April 21, 2021, the City Commission adopted an Ordinance revising City Code 16.12.013 which now allows requests to vary from code for driveway width, driveway spacing, and sidewalk/parkway width and location to be processed as a Type I Modification rather than a Type II Modification.

A fee has not yet been implemented to address these requests. A Type II Modification is listed in the Planning Fee Schedule at a cost of \$400.00. A Type II Modification requires additional work that a Type I process does not.

The proposed fee for a Type I request is \$176.00 which is consistent with other Public Works permits that only require an application and review of that application.

Plant Establishment Fee

A consistent challenge with private development has been the permanent establishment and maintenance of required stormwater management plantings. This most often occurs in stormwater management areas commonly referred to as detention ponds.

In an effort to encourage private development to establish and maintain these plantings or to recover costs associated with new replaced plantings (when they are not established and maintained), the Public Works Department proposes a Plant Establishment Fee.

Plantings of stormwater management areas are completed and inspected at the completion of a project. The developer has the option of maintaining the plantings themselves or paying the City to maintain the plantings on their behalf. For plantings maintained by the developer, the plantings are placed in a 2-year maintenance period. At the completion of the 2-year maintenance period, a new inspection is completed. If plantings are dying or dead, replacement is required; however, a new 2-year maintenance period is not established. For those developments that choose not to properly maintain their plantings, the Public Works

Department proposes the Plant Establishment Fee to cover the cost of future establishment and maintenance of these new plantings.

The Plant Establishment Fee would be used when a development has 25% or more plantings which are dead or dying. (It is understandable that less than 2% of the plantings may die over the course of a 2-year period which is how the criteria of 25% has been proposed.) The developer would be responsible for replacing and replanting new plants AND would pay the City a fee of 110% of the cost of each replaced plant. The 110% fee would be provided to the Sewer Operations and Maintenance Division to ensure establishment and maintenance of these plants. The fee is consistent with the cost of the original maintenance bond that is used during the 2-year maintenance period; however, in this case, the City keeps the fee rather than returning it.

The Type I Street Improvement Modification Fee shall be adjusted annually for inflation and rounded to the nearest dollar on January 1, as stated in past resolutions.

16.12.013 Modifications.

The applicant may request and the review body may consider modification of the standards in this chapter resulting from constitutional limitations restricting the city's ability to require the dedication of property or for any other reason, based upon the criteria listed below and other criteria identified in the standard to be modified. All modifications, except for adjustments approved by the city engineer for tree preservation purposes pursuant to Section 16.12.013.A, shall be processed through a Type II land use application and may require additional evidence from a transportation engineer or others to verify compliance. Compliance with the following criteria is required:

- A. Compliance with the following criteria is required:
 - 1. The modification meets the intent of the standard;
 - 2. The modification provides safe and efficient movement of pedestrians, motor vehicles, bicyclists and freight;
 - 3. The modification is consistent with an adopted transportation or utility plan;
 - 4. The modification is complementary with a surrounding street design; or, in the alternative;
 - 5. If a modification is requested for constitutional reasons, the applicant shall demonstrate the constitutional provision or provisions to be avoided by the modification and propose a modification that complies with the state or federal constitution. The City shall be under no obligation to grant a modification in excess of that which is necessary to meet its constitutional obligations.
- B. The following modifications shall be processed as a Type I modification by the city engineer using the criteria in OCMC 16.12.13.A:
 - 1. Modifications to driveway location, size, and sharing standards in OCMC 16.12.035;
 - 2. Modifications to sidewalk and planter strips widths and location in OCMC 16.12.016 that preserve existing street trees or trees on private property to ensure compliance with ADA standards.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)