



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 03, 2023 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

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

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

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

[3a.](#) 2023 May the 4th Proclamation

[3b.](#) Asian American and Pacific Islander Heritage Month Proclamation

[3c.](#) National Historic Preservation Month Proclamation

[3d.](#) Building Safety Month Proclamation

[3e.](#) Mental Health Awareness Month Proclamation

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialogue 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.](#) National Alliance on Mental Illness - Clackamas Presentation

[5b.](#) Update from LoveOne on Temporary Shower Trailer at Milner Veterinary Hospital and Brax Laundry

[5c.](#) Clackamas Community College - Bond Update Presentation

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.](#) Public Improvement Contract with Interlaken, Inc. for the 2023 Oregon City Roadway Pavement Project (CI 22-008)

[7b.](#) Resolution No. 23-08, Amending the Planning Division Fee Schedule

[7c.](#) Minutes of the January 4, 2023 City Commission Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Diversity, Equity, and Inclusion Framework by MGT Consulting

[9b.](#) First Reading of Ordinance No. 23-1002, Establishing Misuse of a Public Restroom as an Offense Against Public Peace and Decency

[9c.](#) Second Reading of Ordinance 23-1004, Adopting 2022-23 Street Tree Minor Code Amendments

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

-
- a. Mayoral Appointment of Lisa Oreskovich to Library Board

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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

PROCLAMATION

Asian American and Pacific Islander Heritage Month

WHEREAS, Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and

WHEREAS, Asian American and Pacific Islander Heritage month is a month to celebrate and pay tribute to the vast diversity of languages, religions, and cultural traditions of Asian Americans and Pacific Islanders that strengthen the fabric of American society; and

WHEREAS, the month of May was selected as it honors the immigration of the first Japanese residents to the United States in 1843. Additionally, May also marks the completion of the Transcontinental Railroad in 1869, constructed by the labor of mostly Chinese immigrants; and

WHEREAS, Asian Americans and Pacific Islanders have lived and worked in Oregon for more than 200 years, contributing to the state's rich history, economy, and culture; and

WHEREAS, Asian American and Pacific Islander history in Oregon is marked by a struggle for freedom, equity, and justice and prevailing over the adversity of exclusion, persecution, incarceration, and disparities. Asian Americans and Pacific Islanders have helped advance Oregon's prosperity and have a longstanding history of making esteemed, significant, cultural, and economic and community contributions; and

WHEREAS, the vibrant history and diverse cultures of Oregon's Asian Americans and Pacific Islanders are here to be honored and respected as a central part of our state, county, and City's story and shared with all Oregonians.

NOW, THEREFORE, I, Denyse McGriff, Mayor of the City of Oregon City, do hereby proclaim:

May 2023

as

Asian American and Pacific Islander Heritage Month

AND, encourage everyone to commemorate this important occasion in recognition of the numerous contributions made by the Asian American and Pacific Islander communities locally, nationally, and globally.

IN WITNESS WHEREOF, I hereunto set my hand this 3rd day of May 2023.

Denyse C. McGriff, Mayor

PROCLAMATION

National Historic Preservation Month

Whereas, on June 8, 1906, President Theodore Roosevelt signed into law the Antiquities Act giving the US President the authority to create national monuments from public lands to protect significant natural, cultural, or scientific features; and

Whereas, on October 15, 1966, the National Historic Preservation Act, the most far-reaching preservation legislation ever enacted in the United States, was signed into law by President Lyndon B. Johnson. This legislation established the National Register of Historic Places and State historic preservation offices; and

Whereas, the National Register of Historic Preservation established May as National Historic Preservation Month in 1973 to promote historic places for the purpose of instilling national and community pride, promoting heritage and tourism, and showing the social and economic benefits of historic preservation; and

Whereas, “People Saving Places” is the theme for National Historic Preservation Month 2023 and is supported by the Oregon City Historic Review Board, the Oregon City Public Library, and historic and cultural sites in our city; and

Whereas, the historic houses, buildings and cultural sites in Oregon City help make it unique and foster local pride and maintaining community character while enhancing livability; and

Whereas, historic preservation is relevant for communities across the nation, both urban and rural, and for Oregonians of all ages, all walks of life, and all ethnic backgrounds; and

Whereas, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of heritage that have shaped us as a community; and

Whereas, Oregon City has many notable locally designated buildings, two historic districts, and twenty-five National Register of Historic Places sites.

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

May 2023

as

National Historic Preservation Month

And, call upon the residents of Oregon City to join others across the United States in recognizing and participating in this special observance.

In Witness Whereof, I have hereunto set my hand this 3rd day of May 2023.

Denyse C. McGriff, Mayor

PROCLAMATION

BUILDING SAFETY MONTH MAY 2023

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, “It Starts With You,” The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, I encourage the people of Oregon City to join their fellow citizens across the Globe in recognizing and participating in this special observance.

Denyse C. McGriff, Mayor

PROCLAMATION

Mental Health Awareness Month

Whereas, mental health is part of everyone's overall health and wellbeing, and mental illnesses are prevalent in our county, state, and nation, with one in five adults experiencing a mental health issue every year; and

Whereas, stigma and the resulting discrimination is a primary obstacle to early identification and effective treatment of individuals with mental illness and their ability to recover to lead full, productive lives; and

Whereas, approximately half of chronic mental illness begins by the age of 14 and suicide is the second leading cause of death of individuals ages 10 to 14 and 25-34; and

Whereas, long delays averaging 11 years occur between the time symptoms first appear and when individuals get help, and it is therefore essential to cure the stigma and discrimination that is the primary cause for those delays; and

Whereas, every citizen and community can make a difference in helping cure the stigma and discrimination that for too long has surrounded mental illness and discouraged people from getting help; and

Whereas, public education and civic engagement improves the lives of individuals and families affected by mental illness.

Now, Therefore, I, Denyse C. McGriff, Mayor of Oregon City, hereby proclaim:

May 2023

as

Mental Health Awareness Month

In Order To increase public understanding of the importance of mental health, to promote identification and timely treatment of mental illnesses, and to cure the resulting stigma and discrimination.

In Witness Whereof, I have hereunto set my hand this 3rd day of May 2023.

Denyse C. McGriff, Mayor



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 05/03/2023

SUBJECT:

National Alliance on Mental Illness - Clackamas Presentation

BACKGROUND:

The National Alliance on Mental Illness (NAMI) Clackamas has asked to provide a brief presentation in conjunction with the Mental Health Awareness Month Proclamation.

NAMI Clackamas is a grassroots organization dedicated to improving the quality of life for everyone impacted by mental health issues through education, support, and advocacy, offered free of charge, and delivered for and by people with lived experience since 1978.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 05/03/2023

SUBJECT:

Update from LoveOne on Temporary Shower Trailer at Milner Veterinary Hospital and Brax Laundry

STAFF RECOMMENDATION:

Staff recommends the continued use of the shower services provided by LoveOne.

EXECUTIVE SUMMARY:

At the May 4, 2022 City Commission meeting, the City Commission requested that Love One return in 1 year to provide an update. The Commission indicated that it may consider discontinuing regular updates after this update.

BACKGROUND:

At the November 3, 2021 City Commission meeting the Commission approved the continued use of the temporary shower location through the end of the COVID pandemic and when social service providers are capable of providing pre-COVID shower resources to the homeless community. At the November 3, 2021 meeting, the City Commission requested a six month update to occur in May of 2022. At that meeting, the City Commission requested an additional update in May 2023 and may discontinue further regular updates.

OPTIONS:

1. Approve the continued use of temporary shower trailers at the sites with no further updates.
2. Approve the use of temporary shower trailers at the sites with further regular updates.
3. Rescind the approval for the use of the sites for temporary shower trailers.

LOVE ONE

Updated 04/26/2023



Offering love, respect and dignity, one shower at a time.

Oregon City: Milner Veterinary Hospital and Brax Laundry

837

**SHOWERS
PROVIDED**

In addition to showers, we are building our wraparound support network to supply neighbors with hygiene supplies, basic first aid, foot care, haircuts, food, laundry kits, HIV and STD testing, COVID vaccines, and mental health supports. More than 100 individuals came to receive resources without taking a shower.

Every connection we make cultivates trust and community for some of our most marginalized Oregon City neighbors.

Since we began in August of 2020, we have provided 837 showers to people in Oregon City without running water. **We have now paused our shower events at Milner Vet because individuals who used our showers have since moved into transitional or permanent housing!** We are now offering showers in Oregon City on 4th Wednesday at Brax Laundry and are planning to bring our event to new locations soon!

1,700+

**VOLUNTEER
HOURS**

Each event is run by a team of at least 4 volunteers and two event coordinators. Volunteers invest hours upon hours planning and organizing events and coordinating volunteers. **WE LOVE OUR VOLUNTEERS!**

Annual Shower Report

Monthly Breakdown Since Our Last Update

Item 5b.

Updated 04/26/2023

May:

2 shower events

11 showers provided

6 individuals came for resources only

11 volunteers (*Volunteer hours are estimates based on the event length including set up and break down approximately*)

June:

3 shower events

23 showers provided

5 individuals came for resources only

8 volunteers

July:

3 shower events

27 showers provided

18 individuals came for resources only

13 volunteers

August:

3 shower events

25 showers provided

15 individuals came for resources only

12 volunteers

September:

3 shower events

18 showers provided

14 individuals came for resources only

8 volunteers

Annual Shower Report (cont'd)

Updated 04/26/2023

October:

3 shower events

17 showers provided

36 individuals came for resources only

14 volunteers

November:

3 shower events

29 showers provided

9 individuals came for resources only

11 volunteers

December:

[We were unable to hold any shower events during this month as our shower cart pipes froze!]

January:

1 shower events

14 showers provided

5 individuals came for resources only

7 volunteers

February:

2 shower events

12 showers provided

1 individuals came for resources only

5 volunteers

Annual Shower Report (cont'd)

Updated 04/26/2023

March:

2 shower events

11 showers provided

5 individuals came for resources only

6 volunteers

April:

Next upcoming event is on April 26th 2023 at Brax laundry!

Community Interactions

- LoveOne has received no concerns or complaints from surrounding property owners, neighbors, BHNA leaders or others during this most recent reporting period.

Social Media Interaction

Item 5b.

Follow us on Facebook **@LoveOneOC** and Instagram **loveonecommunity** for more information on resources, events and the amazing work happening in our community!



At our Sunday shower event on 11/13 we were extra glad that the sun came out! We served 13 neighbors (both houseless and housed) with essential services like food, water, and for some- a hot shower. As temperatures are dropping, a showers becomes crucial for those without shelter or running water.

I am reminded of why we do this every time a neighbor comes out of the shower with a huge smile on their face and says "I feel like a human again."



Sunday, 11/27: Rain, puppies, and cookies! We enjoyed some puppy time and delicious cookies. The rain even let up for the majority of our event and kept everyone who wasn't taking a shower, pretty dry!

During our event, provided 8 showers. As the weather gets colder and the nights longer, showers and other essential services for those living outdoors is so important!



LOVE ONE

Item 5b.

Offering love, respect and dignity. One load of laundry at a time. One shower at a time. One meal at a time.

In 2022, we helped our neighbors more than **4,000** times by providing...

80 tons of laundry

250 showers

12,000 families shopped in our food pantry

Through **6500** volunteer hours

...none of it would be possible without **your support**

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In 2022, WE **EXPANDED THE WRAP**
AROUND SUPPORTS PROVIDED

INTRODUCING...

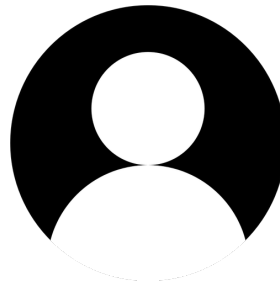
LOOP (LoveOne Outreach Program)



HOUSED

34

HOUSELESS
NEIGHBORS



MADE

110

UNIQUE
TOUCH
POINTS

WE WERE ABLE TO PAY 21
PEOPLE WITH LIVED
EXPERIENCE TO HELP
CLEANED UP OVER 150
YARDS OF TRASH.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 05/03/2023

SUBJECT:

Clackamas Community College - Bond Update Presentation

BACKGROUND:

The Clackamas Community College (CCC) 2014 Bond Projects are coming to an end and the College would like to share the successes achieved with the bond funds. CCC promised when the bonds were approved to provide updates on how the bond funds were used.



BOND PROJECTS



Bond Projects

- Harmony West
- Holden Industrial Technology Center
- DeJardin Hall addition
- Wacheno Welcome Center
- Pauling remodel
- Randall seismic updates
- Transit Center
- Douglas Loop
- Automotive remodel
- Community Center remodel
- Randall locker rooms
- Barlow parking lot
- Roof replacements
- Elevator upgrades
- Meyers Road
- Wrestling room
- Wayfinding/signage

\$90M passed
\$32M state matches
\$9M in premiums
\$3.6M grants
\$1.7M interest
\$136.3M total



Harmony West

- Three floors, 43,634 square ft
- Eight classrooms
- One large, divisible classroom
- Chemistry lab and biology lab with lab preparation space
- Two computer labs
- Multipurpose/community event space
- Lobby, informal learning spaces
- Support spaces: restrooms, furniture storage, conference room, faculty workroom, etc.



Item 5c.

Harmony West



Item 5c.

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Harmony West

Item 5c.



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Holden Industrial Technology Center

- Building size: 44,424 square feet
- New 120-space parking lot
- Increased teaching, training and partner space
- High-bay space to for specialized equipment
- Flexibility for regional partnership programs
- Industry partner space
- Advanced computer labs
- Informal learning/study spaces
- General classrooms



Holden Industrial Technology Center Makerspace



- Woodworking
- Metalworking
- Welding
- Digital manufacturing
- Electronics
- Sewing

DeJardin Hall

- 23,150 sf of new space and 18,602 sf of renovated space
- New anatomy, physiology, zoology labs
- New biology and environmental labs
- New chemistry and chemistry tutoring labs
- New water environmental technology labs
- Staff offices
- Science on display



DeJardin Hall

Item 5c.



DeJardin Hall



Automotive Expansion and Remodel



- Adds 12,600 square feet of shop, storage and classroom space
- Two 25'x30' flex labs
- 12 additional technician work stations
- Expanded high school program space
- Increased teaching, training and partner space
- Informal learning/study spaces
- State-of-the-art technology

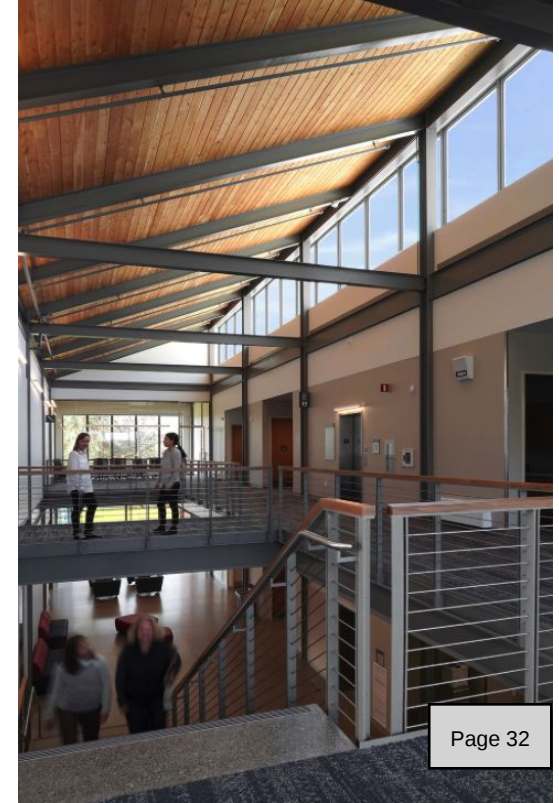
Wacheno Welcome Center

- Size: 23,800 square feet
- Student support services
- Student collaboration and study areas
- Multicultural Center
- Career Center and Start Lab
- Student Government
- Admissions
- Disability Resource Center
- Veterans Center
- New plaza



Wacheno Welcome Center

Item 5c.



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Wacheno Welcome Center



Roger Rook Hall

- Architect: OPSIS Architects
- Contractor: Fortes Construction
- 15,000 square feet, first floor renovation
- Home for executive, Foundation and DEI offices
- New community room space with dividable partition wall
- Five conference rooms
- Renovated lobby with study space and soft furniture



Facilities and Campus Upgrades



- Elevator upgrades
- Title IX upgrades
- Extension of Meyers Road
- Stormwater improvements
- Roof replaces/repairs
- Wayfinding and entrance signage
- Campus safety and security upgrades

Workforce Goals



SAIL GOAL: 1,000 Hours ➡️ Achieved! 1,973 hours

BOAT GOAL: 10% ➡️ Achieved! 29%

Bond party Aug. 5, 10 a.m.-3 p.m.

- Family friendly
- FREE food
- Games and activities
- Truck/tractor display
- Fun classes
- Entertainment
- Tour our bond buildings
- And more!



Thank you!

Item 5c.



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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: 05/03/2023

SUBJECT:

Public Improvement Contract with Interlaken, Inc. for the 2023 Oregon City Roadway Pavement Project (CI 22-008)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Interlaken, Inc. in the amount of \$2,927,637.25 for construction of the 2023 Oregon City Roadway Pavement Project (CI 22-008).

EXECUTIVE SUMMARY:

This contract is for the annual roadway improvement program. Roadway improvement work will involve a combination of resurfacing and rehabilitation of existing roadways. Staff seeks approval for the City Manager to execute a contract with Interlaken, Inc. in the amount of \$2,927,637.25 for construction of the 2023 Oregon City Roadway Pavement Project (CI 22-008).

BACKGROUND:

Roadway improvement work involves a combination of resurfacing and rehabilitation of existing roadways.

The project includes:

- Complete roadway asphalt concrete pavement inlays and overlays.
- Construction of roadway/stormwater improvements including aggregate base, asphaltic concrete surfacing, concrete curb, sidewalks, and ADA curb ramp retrofits.
- Complete manhole and other utility grade adjustments.
- Installing pavement marking and reinstalling or installing new permanent signing.

This work is being completed on:

- Central Point Road (Hazelnut Avenue to Boynton Street)
- Leonard Street (Williams Street to Holmes Lane)
- Hood Street (Linn Avenue to Gardiner Middle School)
- Ethel Street (Linn Avenue to Gardiner Middle School)
- Donald Street (Canemah Road to east end)
- Caufield Road (Two ADA Ramp upgrades)

On March 24, 2023, and March 27, 2023, the project was advertised in the *Daily Journal of Commerce* and on the City bid site in accordance with City and State contracting procedures. The bid opening was held on April 18, 2023, and four (4) bids were received. Staff and Wallis Engineering reviewed the bids and determined that Interlaken, Inc. was the low responsive bidder. The contract award value is two million, nine hundred twenty-seven thousand, six hundred thirty-seven dollars and twenty-five cents (\$2,927,637.25).

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

Interlaken, Inc.	\$2,927,637.25
Dirt & Aggregate Interchange, Inc.	\$3,057,777.00
S-2 Contractors, Inc.	\$3,072,089.20
Knife River Corporation	\$3,895,775.00
Engineer's Estimate.....	\$3,278,323.00

Construction will begin in the late Spring of 2023, and work is anticipated to be completed by Fall 2023.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$2,927,637.25

FY(s): FY 23 / FY 24

Funding Source(s): Transportation Fund, Sewer Fund, Stormwater Fund, Water Fund, Transportation System Development Charges

SECTION III A
CONTRACT AGREEMENT

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

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **2023 OREGON CITY ROADWAY PAVEMENT PROJECT (CI 22-008)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated January 11, 2023 Prevailing Wage Apprenticeship Rates dated January 5, 2023 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 dated April 11, 2023 All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by September 10, 2023, and ready for final acceptance by **September 29, 2023**, as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **two million, nine hundred twenty-seven thousand, six hundred thirty-seven dollars and twenty-five cents (\$2,927,637.25)**.

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

INTERLAKEN, INC.

by: _____
Anthony J. Konkol III
City Manager

Printed Name

by: _____
Authorized signature

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

Title

Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney

City Commission Award Date:

SECTION III B

PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein. The City may reserve, as retainage from progress

payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the

subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing

that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost,

damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the City shall be ineligible to bid on contracts from the City for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no

utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to provide adequate protection to the traveling public during non-work hours.

- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.
- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this

contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or

acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees,

shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

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

18. Ownership of Work Product; License.

All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of,

use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

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

20. Severability.

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

21. Number and Gender.

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

22. Captions and Headings.

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

23. Calculation of Time.

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of

any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

24. Notices.

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

25. Nonwaiver.

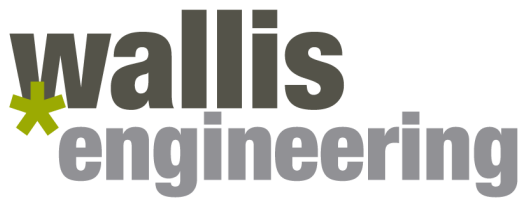
The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

26. Information and Reports.

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

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

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03/23/23 8:59 AM



April 19th, 2023

Josh Wheeler, PE
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

RE: 2023 Roadway Reconstruction Project – Recommendation to Award
W.E. Job No. 1550A
OC Project No. CI 22-008

Dear Mr. Wheeler:

We have reviewed the submitted bid from the apparent low bid received for the above referenced project. A total of four (4) bids were received ranging from \$2,927,637.25 to \$3,895,775.00. Based on the submitted bid documents, the apparent low bidder appears to be responsible and responsive.

The lowest responsive and responsible bid was submitted by Interlaken, Inc from Fairview, OR in the amount of two million nine hundred twenty-seven thousand six hundred thirty-seven dollars and twenty-five cents (\$2,927,637.25). The Engineer's Opinion of Cost for the project totaled \$3,278,323.00 and the apparent low bid represents a 10.7% cost decrease under the estimated costs.

We have reviewed Interlaken, Inc.'s bid bond and have checked their current status relative to state licensing and found it to be in order along with verifying that the contractor is not listed on the debarred contractors list.

Upon the City's award of the project, please fill out and sign, as applicable, the Notice of Award, Performance Bond, Payment Bond, Public Works Bond, and Contract Agreement forms and forward them to the Contractor.

Please note that in accordance with ORS 279B.135 a Notice of Intent to Award must be sent to other bidders prior to the City's award of a contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wes Wegner", with a long horizontal flourish extending to the right.

Wes Wegner, P.E.
WALLIS ENGINEERING

Client City of Oregon City
 Project 2023 Roadway Reconstruction Project (CI 22-008)
 Bid Tabulation
 Date: April 18, 2023

Apparent Low

Other Bidders

Item	Spec	Description	Units	Quantity	Engineers Estimate		Interlaken, Inc.		Dirt & Agg		S-2 Cont.		Knife River Corp	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	00197	Extra Work as Authorized	FA	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2	00210	Mobilization	LS	1	\$ 223,000.00	\$ 223,000.00	\$ 150,000.00	\$ 150,000.00	\$ 225,274.01	\$ 225,274.01	\$ 186,900.00	\$ 186,900.00	\$ 256,541.00	\$ 256,541.00
3	00221	Temporary Work Zone Traffic Control, Complete for Central Point Road	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 108,000.00	\$ 108,000.00	\$ 120,000.00	\$ 120,000.00	\$ 210,000.00	\$ 210,000.00
4	00221	Temporary Work Zone Traffic Control, Complete for Hood Street	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 4,500.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00
5	00221	Temporary Work Zone Traffic Control, Complete for Ethel Street	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 4,500.00	\$ 4,500.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00
6	00221	Temporary Work Zone Traffic Control, Complete for Leonard Street	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 4,500.00	\$ 42,000.00	\$ 42,000.00	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00
7	00221	Temporary Work Zone Traffic Control, Complete for Caufield Street	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 14,230.00	\$ 14,230.00
8	00221	Temporary Work Zone Traffic Control, Complete for Donald Street	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 19,850.00	\$ 19,850.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00
9	00280	Erosion Control	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 38,000.00	\$ 38,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
10	00290	Pollution Control Plan	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00
11	00305	Construction Survey Work	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00	\$ 72,400.00	\$ 72,400.00	\$ 72,000.00	\$ 72,000.00	\$ 55,000.00	\$ 55,000.00
12	00310	Removal of Curbs	LF	1050	\$ 11.00	\$ 11,550.00	\$ 3.25	\$ 3,412.50	\$ 4.50	\$ 4,725.00	\$ 5.00	\$ 5,250.00	\$ 5.00	\$ 5,250.00
13	00310	Removal of Walks and Driveways	SY	725	\$ 50.00	\$ 36,250.00	\$ 13.50	\$ 9,787.50	\$ 33.00	\$ 23,925.00	\$ 10.00	\$ 7,250.00	\$ 25.00	\$ 18,125.00
14	00310	Removal of Structures and Obstructions	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 100,000.00	\$ 100,000.00	\$ 130,850.00	\$ 130,850.00	\$ 10,000.00	\$ 10,000.00	\$ 70,000.00	\$ 70,000.00
15	00320	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 4,500.00	\$ 4,500.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
16	00330	General Excavation	CY	7297	\$ 70.00	\$ 510,790.00	\$ 54.00	\$ 394,038.00	\$ 28.50	\$ 207,964.50	\$ 50.00	\$ 364,850.00	\$ 80.00	\$ 583,760.00
17	00331	12 Inch Subgrade Stabilization	SY	592	\$ 55.00	\$ 32,560.00	\$ 45.00	\$ 26,640.00	\$ 33.50	\$ 19,832.00	\$ 60.00	\$ 35,200.00	\$ 56.00	\$ 33,152.00
18	00350	Subgrade Geotextile	SY	14101	\$ 2.50	\$ 35,252.50	\$ 1.25	\$ 17,626.25	\$ 0.66	\$ 9,306.66	\$ 1.20	\$ 16,921.20	\$ 2.50	\$ 35,252.50
19	00405	Rock Excavation	CY	10	\$ 275.00	\$ 2,750.00	\$ 285.00	\$ 2,850.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 650.00	\$ 6,500.00
20	00405	Boulder Excavation	CY	5	\$ 200.00	\$ 1,000.00	\$ 350.00	\$ 1,750.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00
21	00405	Trench Foundation	CY	5	\$ 80.00	\$ 400.00	\$ 150.00	\$ 750.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 160.00	\$ 800.00
22	00445	8-Inch Ductile Iron Storm Sewer Pipe, All Depths	LF	22	\$ 200.00	\$ 4,400.00	\$ 450.00	\$ 9,900.00	\$ 310.00	\$ 6,820.00	\$ 300.00	\$ 6,600.00	\$ 270.00	\$ 5,940.00
23	00445	12-Inch Ductile Iron Storm Sewer Pipe, All Depths	LF	83	\$ 250.00	\$ 20,750.00	\$ 325.00	\$ 26,975.00	\$ 333.50	\$ 27,680.50	\$ 300.00	\$ 24,900.00	\$ 240.00	\$ 19,920.00
24	00470	Concrete Storm Sewer Manhole	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,700.00	\$ 4,700.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00
25	00470	Concrete Inlets, Type 1 1/2A	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,470.00	\$ 4,940.00	\$ 5,000.00	\$ 10,000.00	\$ 5,400.00	\$ 10,800.00
26	00470	Catch Basins, Type G2	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 3,125.00	\$ 12,500.00	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00
27	00480	Asphalt Drainage Curb	LF	1252	\$ 13.00	\$ 16,276.00	\$ 13.50	\$ 16,902.00	\$ 13.00	\$ 16,276.00	\$ 8.00	\$ 10,016.00	\$ 16.00	\$ 20,032.00
28	00490	Minor Adjustment of Manholes	EA	7	\$ 1,750.00	\$ 12,250.00	\$ 450.00	\$ 3,150.00	\$ 2,620.00	\$ 18,340.00	\$ 800.00	\$ 5,600.00	\$ 4,200.00	\$ 29,400.00
29	00490	Adjusting Boxes	EA	26	\$ 250.00	\$ 6,500.00	\$ 125.00	\$ 3,250.00	\$ 1,460.00	\$ 37,960.00	\$ 150.00	\$ 3,900.00	\$ 500.00	\$ 13,000.00
30	00490	Replacing Disturbed Monument Boxes	EA	7	\$ 1,100.00	\$ 7,700.00	\$ 400.00	\$ 2,800.00	\$ 3,800.00	\$ 26,600.00	\$ 1,000.00	\$ 7,000.00	\$ 700.00	\$ 4,900.00
31	00490	Replace Water Valve Boxes	EA	22	\$ 500.00	\$ 11,000.00	\$ 300.00	\$ 6,600.00	\$ 600.00	\$ 13,200.00	\$ 500.00	\$ 11,000.00	\$ 860.00	\$ 18,920.00
32	00490	Adjusting Inlets	EA	1	\$ 1,750.00	\$ 1,750.00	\$ 1,050.00	\$ 1,050.00	\$ 9,700.00	\$ 9,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00
33	00490	Connection to Existing Pipes	EA	9	\$ 750.00	\$ 6,750.00	\$ 2,170.00	\$ 19,530.00	\$ 2,450.00	\$ 22,050.00	\$ 1,500.00	\$ 13,500.00	\$ 3,200.00	\$ 28,800.00
34	00620	Cold Plane Pavement Removal, 0-2 Inch Deep	SY	800	\$ 7.50	\$ 6,000.00	\$ 12.25	\$ 9,800.00	\$ 11.00	\$ 8,800.00	\$ 6.00	\$ 4,800.00	\$ 14.00	\$ 11,200.00
35	00620	Cold Plane Pavement Removal, 4 Inch Deep	SY	1312	\$ 8.50	\$ 11,152.00	\$ 11.50	\$ 15,088.00	\$ 11.00	\$ 14,432.00	\$ 8.00	\$ 10,496.00	\$ 28.00	\$ 36,736.00
36	00641	3/4 Inch - 0 Aggregate Base	CY	4876	\$ 115.00	\$ 560,740.00	\$ 85.00	\$ 414,460.00	\$ 62.00	\$ 302,312.00	\$ 86.00	\$ 419,336.00	\$ 115.00	\$ 560,740.00
37	00641	Aggregate Shoulders	TON	54	\$ 75.00	\$ 4,050.00	\$ 113.00	\$ 6,102.00	\$ 170.00	\$ 9,180.00	\$ 150.00	\$ 8,100.00	\$ 150.00	\$ 8,100.00
38	00744	Level 2, 1/2 Inch Dense ACP Mixture	TON	1953	\$ 130.00	\$ 253,890.00	\$ 140.00	\$ 273,420.00	\$ 133.50	\$ 260,725.50	\$ 117.00	\$ 228,501.00	\$ 135.00	\$ 263,655.00
39	00744	Level 3, 1/2 Inch Dense ACP Mixture	TON	4572	\$ 130.00	\$ 594,360.00	\$ 125.00	\$ 571,500.00	\$ 119.71	\$ 547,314.12	\$ 117.00	\$ 534,924.00	\$ 115.00	\$ 525,780.00

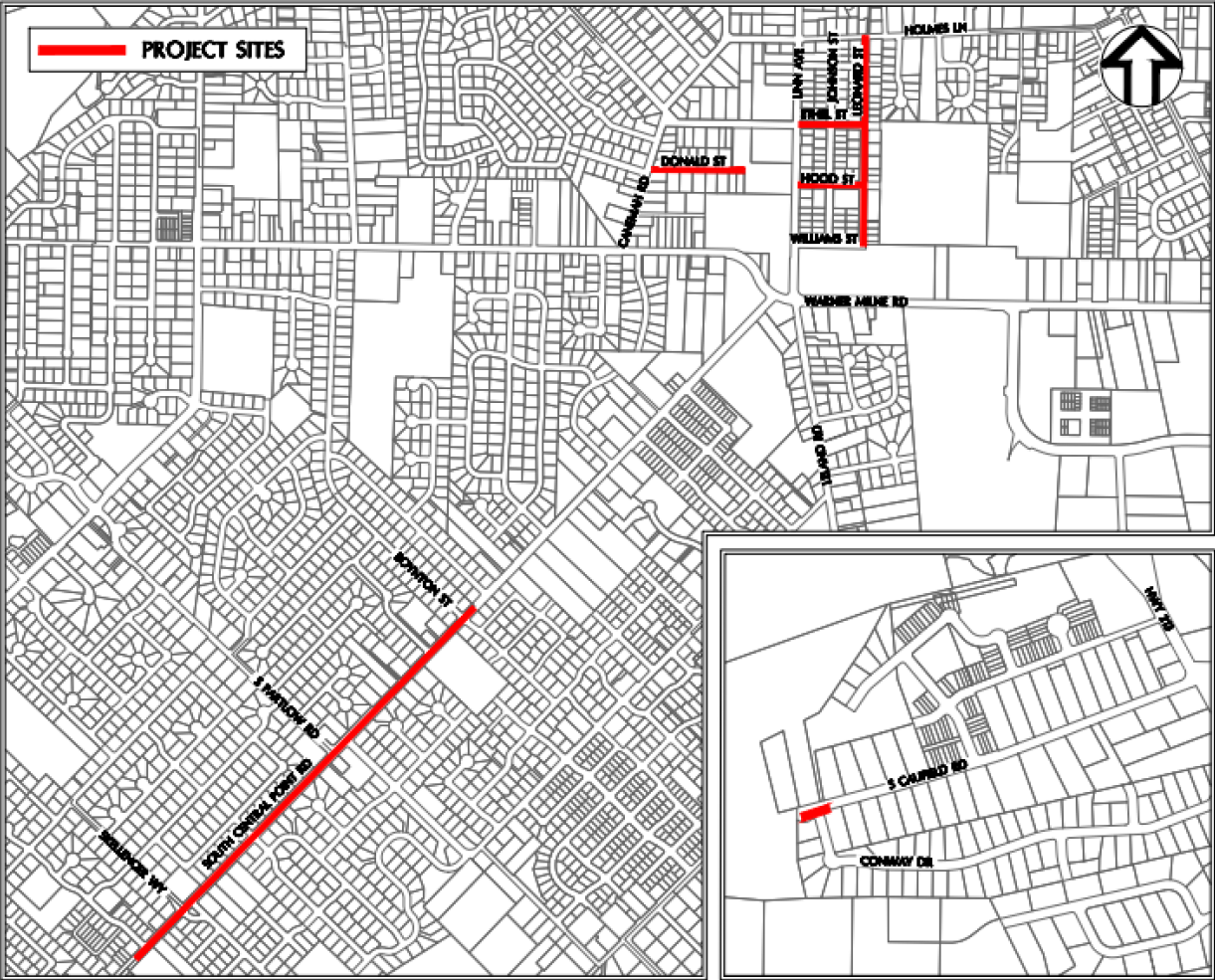
Client City of Oregon City
 Project 2023 Roadway Reconstruction Project (CI 22-008)
 Bid Tabulation
 Date: April 18, 2023

Apparent Low

Other Bidders

Item	Spec	Description	Units	Quantity	Engineers Estimate		Interlaken, Inc.		Dirt & Agg		S-2 Cont.		Knife River Corp	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
40	00748	2-3 Inch Asphalt Concrete Pavement Repair	SY	386	\$ 15.00	\$ 5,790.00	\$ 45.00	\$ 17,370.00	\$ 37.00	\$ 14,282.00	\$ 60.00	\$ 23,160.00	\$ 34.00	\$ 13,124.00
41	00749	Extra for Driveway Approaches	EA	54	\$ 700.00	\$ 37,800.00	\$ 1,890.00	\$ 102,060.00	\$ 1,695.00	\$ 91,530.00	\$ 1,500.00	\$ 81,000.00	\$ 2,500.00	\$ 135,000.00
42	00759	Concrete Curbs, Curb and Gutter	LF	1734	\$ 65.00	\$ 112,710.00	\$ 60.00	\$ 104,040.00	\$ 50.40	\$ 87,393.60	\$ 60.00	\$ 104,040.00	\$ 72.00	\$ 124,848.00
43	00759	Concrete Curbs, Standard Curb	LF	847	\$ 60.00	\$ 50,820.00	\$ 50.25	\$ 42,561.75	\$ 50.40	\$ 42,688.80	\$ 60.00	\$ 50,820.00	\$ 64.00	\$ 54,208.00
44	00759	Concrete Walks	SF	9798	\$ 27.00	\$ 264,546.00	\$ 24.00	\$ 235,152.00	\$ 26.43	\$ 258,961.14	\$ 30.00	\$ 293,940.00	\$ 28.00	\$ 274,344.00
45	00759	Concrete Driveways	SF	367	\$ 35.00	\$ 12,845.00	\$ 24.25	\$ 8,899.75	\$ 30.11	\$ 11,050.37	\$ 30.00	\$ 11,010.00	\$ 28.00	\$ 10,276.00
46	00759	Concrete Driveways, Reinforced	SF	586	\$ 40.00	\$ 23,440.00	\$ 27.00	\$ 15,822.00	\$ 36.10	\$ 21,154.60	\$ 35.00	\$ 20,510.00	\$ 30.00	\$ 17,580.00
47	00855	Bi-Directional Blue Type 1AR Markers	EA	11	\$ 20.00	\$ 220.00	\$ 85.00	\$ 935.00	\$ 41.90	\$ 460.90	\$ 45.00	\$ 495.00	\$ 40.00	\$ 440.00
48	00865	Thermoplastic, Extruded, Surface, Non-Profiled	LF	11265	\$ 1.30	\$ 14,644.50	\$ 1.75	\$ 19,713.75	\$ 1.74	\$ 19,601.10	\$ 2.00	\$ 22,530.00	\$ 1.50	\$ 16,897.50
49	00867	Pavement Legend, Type B: Arrows	EA	2	\$ 350.00	\$ 700.00	\$ 425.00	\$ 850.00	\$ 400.00	\$ 800.00	\$ 370.00	\$ 740.00	\$ 320.00	\$ 640.00
50	00867	Pavement Bar, Type B-HS	SF	899	\$ 13.00	\$ 11,687.00	\$ 13.25	\$ 11,911.75	\$ 17.80	\$ 16,002.20	\$ 20.00	\$ 17,980.00	\$ 16.00	\$ 14,384.00
51	00902	Crosswalk Closure Barricades	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,135.00	\$ 2,270.00	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00	\$ 2,100.00	\$ 4,200.00
52	00905	Remove and Reinstall Existing Signs and Supports	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 5,000.00	\$ 5,000.00	\$ 32,295.00	\$ 32,295.00	\$ 40,000.00	\$ 40,000.00	\$ 21,000.00	\$ 21,000.00
53	01020	Roadside Restoration	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 48,600.00	\$ 48,600.00	\$ 35,000.00	\$ 35,000.00	\$ 26,000.00	\$ 26,000.00
54	01040	Deciduous Trees, 2 Inch Caliper	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00	\$ 4,500.00	\$ 13,500.00	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00
55	01070	Relocate Mailboxes	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 470.00	\$ 470.00	\$ 450.00	\$ 450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
56	01160	Hydrant Assemblies, Complete	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,750.00	\$ 9,750.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00
57	01170	Relocate 1 Inch Water Meter Assembly	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 4,500.00	\$ 9,000.00	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00	\$ 1,600.00	\$ 3,200.00
58	01170	Replace Water Meter Box	EA	2	\$ 750.00	\$ 1,500.00	\$ 1,350.00	\$ 2,700.00	\$ 2,000.00	\$ 4,000.00	\$ 500.00	\$ 1,000.00	\$ 1,400.00	\$ 2,800.00
TOTAL (ITEMS 00197 TO 01170)						\$ 3,278,323.00	-10.7%	\$ 2,927,637.25	-6.7%	\$ 3,057,777.00	-6.3%	\$ 3,072,089.20	18.8%	\$ 3,895,775.00

Note: Items in Red are corrections from the original bid proposal form.



PROJECT SITE MAPS
NOT TO SCALE



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 05/03/2023
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Resolution No. 23-08, Amending the Planning Division Fee Schedule

STAFF RECOMMENDATION:

After consideration of the staff report, memo, and redlined version of the fee schedule, staff recommends the City Commission adopt Resolution No. 23-08 amending the fee schedule.

EXECUTIVE SUMMARY:

The purpose of this revision is to clarify the names of fees on the Planning Division Fee Schedule and match with the titles in our software system, EnerGov. This system is used to assess fees for land use applications. In addition to the wording revisions one new fee and one revised fee are proposed. The new fee is intended to appropriately assess the costs of staff time and materials to review Middle Housing Land Divisions. The revised fee is an increase of the Tree Replacement Mitigation Fee (otherwise known as the tree fee-in-lieu) at the direction of City Commission in conjunction with minor amendments to the Street Tree code Chapters 12.08 and 12.32.

BACKGROUND:

The Oregon City Municipal Code Chapter 17.50.290 authorizes the City to adopt by resolution a schedule of fees for applications and to revise these fees from time to time. Resolution 16-23 established a schedule of application fees and a consistent method to adjust fees on an annual basis to account for inflation. The fees are adjusted annually on January 1st based on changes to the Consumer Price Index (CPI-W)- Pacific Division. Adjusting fees annually allows for staff time and materials costs to be recovered to the extent practicable. These fees help to defray the Planning Division's actual operational costs. The last fee schedule was revised by Resolution 19-13 which incorporated all previous fees and amended Resolution 16-23.

Creating consistent names for fees

One purpose of updating this fee schedule is to change the names of some of the fees which can be seen in the red-lined version attached to this staff report. This year when the fees were adjusted, staff found that naming conventions were not consistent between the fee schedule and the software system used to assess the fees. Most likely this is due to changes in staff, changes in how staff refer to applications, updates to software systems, and general modifications that happen over time.

New Fee- for Middle Housing Land Division

A second reason for adjusting the fee schedule is to account for the appropriate staff time and materials associated with Middle Housing Land Divisions which are processed as a Type II Expedited Land Division. A new Middle Housing Planning fee was not created in June, 2022 as staff wanted to wait to better understand the level of effort needed to review this new application type. Currently, applicants have been charged the existing expedited land division base fee of \$5,241.

As of July 1, 2022, Oregon City staff have approved two Middle Housing Land Divisions and is in the process of reviewing two additional applications. Based on these four reviews, it appears the Planning Division and Development Services staff hours will be approximately 25 hours per project, which is an average of the various involved staff's full salary rate (\$60.00/hr) and equates to around \$1,500 for a base fee. Therefore, staff is proposing the following fee structure:

Proposed Middle Housing Land Division Fee

\$1,500 plus
 \$250.00 per parent lot (2-10 lots)
 \$200.00 per parent lot (11-50 lots)
 \$150.00 per parent lot (50+ lots)

In addition to assessing staff time spent on these applications we looked at what other cities charge. This information and more detailed explanations are included in the Middle Housing Land Division Fee memo attached to this staff report.

Revised Fee- Tree Replacement Mitigation Fee

The City Commission expressed concerns about the current fee-in-lieu of planting that is adopted in the fee schedule as being too low. This fee reflects the cost of purchasing, transporting and planting a typical 1.5" caliper tree. The fee is readopted yearly and is pegged to the Consumer Price Index along with other development fees. Staff researched fees charged in-lieu of planting by various cities through the Portland metro area. Oregon City's 2023 fee of \$391 per tree is roughly in the mid-range of the cities reviewed.

On April 5, 2023, after discussion, the City Commission gave direction to raise the fee-in-lieu to \$500 based on looking at what other cities charge.

OPTIONS:

1. Approve Resolution 23-08 which revises the Planning Division Fee Schedule and adds a new Middle Housing Land Division Fee; or
2. Continue discussion and bring back with changes; or
3. Do not approve Resolution 23-08

RESOLUTION NO. 23-08

**A RESOLUTION MODIFYING THE PLANNING DIVISION FEE SCHEDULE AND AMENDING
RESOLUTION NO. 19-13**

WHEREAS, Oregon City Municipal Code Chapter 17.50.290 authorized the City to adopt by resolution, and revise from time to time, a schedule of fees for applications; and

WHEREAS, The City of Oregon City adopted Resolution No. 19-13 establishing a schedule of application fees for Planning which included all planning fees previously adopted by resolutions, and established a consistent method to adjust these fees on an annual basis to account for inflation; and

WHEREAS, Fees are necessary to defray the Planning Division's actual operational costs. The City of Oregon City desires to modify the Planning Fees schedule as identified in Exhibit A which includes all planning fees previously adopted by resolutions; modifies the names of some fees to be consistent with names used in the Planning Division's software system, EnerGov, creates a new fee for Middle Housing Land Divisions, and revises the Tree Replacement Mitigation Fee, 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 Planning services to facilitate the issuing of permits for construction of various public and private developments per the City of Oregon City standards.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby amends Resolution 19-13 and adopts Exhibit A, Planning Division Fee Schedule.

Section 2. The Planning Division Fee Schedule Exhibit A shall continue to be adjusted annually to account for inflation on January 1st of every calendar year. The adjustment will be based on changes to the Consumer Price Index (CPI-W)- Pacific Division.

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

Approved and adopted at a regular meeting of the City Commission held on the 3rd day of May 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 3rd day of May 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A – Planning Fee Schedule May 3, 2023



City of Oregon City

Community Development

Planning Division Fee Schedule

May 3, 2023

Item 7b.

All fees are subject to change by Resolution of the City Commission.

The applicant is responsible for paying the application fee in effect at the time the **formal application** is submitted.

APPLICATION TYPE	FILING FEE
Adjustments/Alternatives/Modifications authorized in 17.20, 17.21, 17.22, 17.41, 17.52, & 17.62 (Type II) (per request)	\$1,703 or, if processed with another Type II or III application: \$399
Amendment to Comprehensive Plan	\$5,588
Annexation Application	\$5,502
Annexation Election	actual City portion of election \$3,964 deposit due for fees.
Annexation: Final Department of Revenue Legal Description of Boundary Change	\$1,292
Annexation Metro Mapping (per acre)	< 1 = \$150 1 - 5 = \$250 5.1 - 40 = \$300 > 40 = \$400
Appeal - Administrative (includes SDC appeal)	\$250
Appeal - Historic Review Board	\$250
Appeal - PC Decision	\$1,762
Ballot Measure 56 Notice	≤ 200 Notices = \$587 Each Additional 1,000 Notices = \$587
Code Interpretation / Similar Use	\$1,328
Compatibility Review: Eligible Modifications for Communication Facilities (Type I)	\$399
Compatibility Review (Type II)	\$1,048
Conditional Use	\$4,805
Development Inspection for Conformance with Approval	First Inspection = \$0 Each Inspection Thereafter = \$100
DMV Dealer's License Review	\$117
Expedited Land Division	\$5,241 plus \$525 per lot
Floodplain (Flood Mngmt Overlay Dist) Review (Type II)	\$1,240
Geologic Hazards Review	\$1,101
Geotechnical Review - High Water Table	\$755
Historic Review - Demolition	< 1,000 sf = \$350 > 1,000 sf = \$872
Historic Review - New Construction	\$50 plus 2.5% of construction cost Max = \$1,000
Historic Review - Remodel	\$50
Incomplete Type II-IV and Legislative Submittal (Excluding Geologic Hazards)	First Incomplete Submittal: \$0 Each Incomplete Submittal Thereafter: \$352
Land Use Compatibility Statement (LUCS) Review	\$88
Lot Line Adjustment	\$1,468
Mailing Labels	\$20
Master Plan / Concept Plan	\$8,733
Master Plan / Concept Plan Amendment	Type I = \$872 Type II = \$2,620 Type III = \$4,366
Minor Partition	\$5,013

Natural Resource Review - Type I Exemption Review - Type I Verification Residential - Type I Verification Non-Residential - Type II Review/Verification Residential - Type II Review/Verification Non-Residential - Consultant Fee	\$100	Item 7b.
	\$267	
	\$534	
	\$1,241	
	\$2,483	
	Actual City Cost	
Lawful Non-Conforming: Proportional Upgrade Review	\$200	
Lawful Non-Conforming Use, Structures, Lot, Site, or Expansion Verification (Type II)	\$1,048	
Lawful Non-Conforming Use: Verification of Use or Lot (Type I)	\$176	
Parking Adjustment (Type III) – Planning Commission	\$1,202	
Phased Subdivision or Site Plan and Design Review Occupancy Plan	\$998	
Planning Review of Building Permit - Multi-Family, Commercial, 3-4 Plex, Internal Conversion, Cottage Cluster, Industrial, Institutional, Retail, Office, Duplex, Non-Residential, etc.: New Structure, Addition, Demolition, Accessory Structure, Porch, Modification, Fence, Retaining Wall, Development, Excludes Mechanical	.1% Bldg. Permit Value Minimum = \$96 Maximum = \$4,385	
Planning Review of Building Permit - Residential Single-Family and ADUs: New, Addition, Demolition, Accessory Structure, Porch, Modification, Fence, Retaining Wall, Development, etc.	\$96	
Pre-Application Conference Minor: Emergency Annexation, Minor Site Plan and Design Review, Minor Partition, Minor Variance, Geologic Hazard, Natural Resource Overlay, Flood Management, Willamette River Greenway, 2+ Pre-Application on the Same Project, Mobile Food Units, or Similar as Determined by the Community Development Director Major: All other applications (excluding Type I)	Minor = \$698 Major = \$1,353	
Public Improvement Modification	\$449	
Remand	Half the Original Application Cost	
Renotice Application	\$734	
Research/Staff Time Per Hour	\$100	
Sign Permit – Planning Review: Wall, freestanding, projection or roof signs	\$222 plus 5% of Sign Construction Cost	
Sign Permit: A-Frame within the Right-of-Way	\$64	
Sign Permit: Temporary Banner	\$64	
Sign Variance	\$1,607	
Site Plan & Design Review - Minor Type I Over the Counter for Building Façade, Landscaping, Temporary Structures, Site Alterations (Fences, Lighting, Pedestrian Circulation, etc.), Parking Lot Repaving, & Mechanical Equipment	up to 2 review items = \$95 3 or more review items = \$190	

Site Plan & Design Review - Minor Type I Extended Review for Building Additions, Removal/Relocation of Parking, Change in Parking Lot Circulation or Layout, Mobile Food Units, & Manufactured Home in a Manufactured Home Park	\$317 per review	Item 7b.
Site Plan & Design Review - Minor Type I Middle Housing Plan Review for Single Family: Attached and Detached, Duplex, Corner Duplex, Internal Conversion, & 3-4 Plex: New/Addition	\$599	
Site Plan & Design Review - Minor Type II	\$1,048	
Site Plan & Design Review / Detailed Master Plan / Manufactured Home Park Review - less than \$500,000 - \$500,000 to \$3,000,000 - over \$3,000,000	\$2,620 plus 0.007 X project cost \$4,366 plus 0.005 X project cost \$14,848 plus 0.003 X project cost maximum fee = \$69,650	
Subdivision	\$5,241 plus \$436 per lot	
Middle Housing Land Division	\$1,500 plus \$250.00 per parent lot (2-10 lots) \$200.00 per parent lot (11-50 lots) \$150.00 per parent lot (50+ lots)	
Tree Replacement/Mitigation Fee (per tree)	\$500.00	
Urban Growth Boundary (UGB) Expansion Request	\$9,983	
Variance Type II	\$1,703	
Variance (Type III)	\$3,163	
Willamette Greenway (Type II)	\$1,240	
Willamette Greenway (Type III)	\$1,937	
Withdrawn Application	Prior to Complete - Reimburse 75% of Fee Prior to Notice - Reimburse 50% of Fee After Noticed - No Refund	
Zone Change / Text Amendment	\$3,545	
Zoning Confirmation Letter	\$153	



To: City Commission
From: Christina Robertson-Gardiner, Senior Planner
RE: Middle Housing Land Division Fee
Date: April 15, 2023

On June 1, 2022, the City Commission voted to approve the HB 2001 Housing Choices Update , which created a new [Middle Housing Land Division](#) (MHL) process.

Essentially, Middle Housing Land Divisions (required by SB 458) allows for lot divisions of a “parent lot” solely for ownership opportunities of middle housing units. For example, if a side-by-side duplex used the lot division, you could purchase one side of the duplex and the land around it.

Middle Housing Land Division is processed as a Type II Expedited Land Division. A new Middle Housing Planning fee was not created in June, 2022 as staff wanted to wait to better understand the level of effort needed to review this new application type. Currently, applicants have been charged the existing expedited land use base fee of \$5,241. As no new parent lots are created with MHLs, only the base fee is charged.

In Oregon City, proportional infrastructure upgrade review is completed either at the time of a subdivision/partition review, or with the building permit submittal for all single family/middle housing infill projects (*up to 10% valuation of the proposal*). Therefore, Oregon City’s Middle Housing Land Division review is generally limited to reviewing the platting conditions relating to the Middle Housing Land Division code and ensuring the application meets the noticing and decision deadline of the Type II expedited Land Division Process. Oregon City has additionally simplified the review process through a simplified worksheet packet.

- [Middle Housing Land Division Page](#)
- [Middle Housing Land Division Code](#)
- [Middle Housing Land Division Application Packet](#)

Level of Effort

As of July 1, 2022, Oregon City has approved two Middle Housing Land Divisions and is in the process of reviewing two additional applications. As this is still early in the process and there was an element of a learning curve for staff, it appears that Planning Division and Development Services staff hours will be closer to 25 hours per project, which is an average of the various staff’s full salary rate (\$60.00/hr) involved and equates to around \$1,500 for a base fee. In the future, larger subdivisions may choose to plat larger lots and return with Middle Housing Land Division on each parent lot. Staff has also provided a graduated fee structure to account for Subdivisions that chose to develop through a two-step Subdivision/Middle Housing Land Division process. For example, a 10 lot Subdivision that would later build middle housing on each lot and further divide through a Middle Housing Land Division would have

the following fees charged (Step 1: Subdivision \$5,241 plus \$436 per lot. Step 2: Middle Housing Land Division \$1,500 plus \$250 per lot).

Proposed Middle Housing Land Division Fee

\$1,500 plus

\$250.00 per parent lot (2-10 lots)

\$200.00 per parent lot (11-50 lots)

\$150.00 per parent lot (50+ lots)

Other Cities

Below are some neighboring communities that have created a Middle Housing Land Division fee. Communities that have not created specific fees appear to be utilizing an existing fee, like Oregon City, and may be updating their fees in the future. Unlike Oregon City, many cities in this region do not have a fixed valuation infrastructure improvement threshold (10% of valuation) directly tied to the Building Permit and would review proportional improvements as a component of an infill Middle Housing Land Division proposal, which would increase the level of effort needed to approve an application.

City	Fee
Milwaukie	\$2,000
Lake Oswego	\$5,172
Gresham	Tentative Plan \$2,310 Final Plat \$1,850
Hillsboro	Preliminary Partition Plat: \$1,575 Final Partition Plat: \$790
Forest Grove	Preliminary Expedited Land Division \$1,514.00 Final Expedited Land Division \$463.50
Bend	Expedited Land Division (three or fewer parcels) \$5,677.00 Expedited Land Division (four or more parcels) \$10,869.00



City of Oregon City Community Development

Planning Division Fee Schedule

~~January 1~~ May 3, 2023

All fees are subject to change by Resolution of the City Commission.

The applicant is responsible for paying the application fee in effect at the time the **formal application** is submitted.

APPLICATION TYPE	FILING FEE
Adjustments/Alternatives/Modifications authorized in 17.20, 17.21, 17.22, 17.41, 17.52, & 17.62 (Type II) (per request)	\$1,703 or, if processed with another Type II or III application: \$399
Amendment to Comprehensive Plan	\$5,588
Annexation Application	\$5,502
Annexation Election	actual City portion of election \$3,964 deposit due for fees.
Annexation: Final Department of Revenue Legal Description of Boundary Change	\$1,292
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Geologic Hazards Review	\$1,101
Geotechnical Review - High Water Table	\$755
Historic Review - Demolition	< 1,000 sf = \$350 > 1,000 sf = \$872
Historic Review - New Construction	\$50 plus 2.5% of construction cost Max = \$1,000
Historic Review - Remodel	\$50
Incomplete Type II-IV and Legislative Submittal (Excluding Geologic Hazards)	First Incomplete Submittal: \$0 Each Incomplete Submittal Thereafter: \$352
Land Use Compatibility Statement (LUCS) Review	\$88
Lot Line Adjustment	\$1,468
Mailing Labels	\$20
Master Plan / Concept Plan	\$8,733
Master Plan / Concept Plan Amendment	Type I = \$872 Type II = \$2,620 Type III = \$4,366
Minor Partition	\$5,013

Natural Resource Review	
- Type I Exemption Review	\$100
- Type I for Single/Two Family Lot Verification Residential	\$267
- Type I for Non-Single/Two Family Lot Verification Non-Residential	\$534
- Type II Exemption Review	\$1,241
- Type II or III for Single/Two Family Lot Review/Verification Residential	\$1,241
- Type II or III for Non-Single/Two Family Lot Review/Verification Non-Residential	\$2,483
- Consultant Fee	Actual City Cost
Lawful Non-Conforming: Proportional Upgrade Review	\$200
Lawful Non-Conforming Use, Structures, Lot, Site, or Expansion Verification (Type II)	\$1,048
Lawful Non-Conforming Use: Verification of Use or Lot (Type I)	\$176
Parking Adjustment (Type III) – Planning Commission	\$1,202
Phased Subdivision or Site Plan and Design Review Occupancy Plan	\$998
Planning Review of Building Permit - Multi-Family, Commercial, 3-4 Plex, Internal Conversion, Cottage Cluster, Industrial, Institutional, Retail, Office, Duplex, Non-Residential, etc.: New Structure, Addition, Demolition, Accessory Structure, Porch, Modification, Fence, Retaining Wall, Development, Excludes Mechanical	.1% Bldg. Permit Value Minimum = \$96 Maximum = \$4,385
Planning Site Plan Review of Building Permit - Residential Single-Family and ADUs: New, Addition, Demolition, Accessory Structure, Porch, Modification, Fence, Retaining Wall, Development, etc.	\$96
Pre-Application Conference Minor: Emergency Annexation, Minor Site Plan and Design Review, Minor Partition, Minor Variance, Geologic Hazard, Natural Resource Overlay, Flood Management, Willamette River Greenway, 2+ Pre-Application on the Same Project, Non-Transitory Food Carts Mobile Food Units , or Similar as Determined by the Community Development Director	Minor = \$698 Major = \$1,353
Major: All other applications (excluding Type I)	
Public Improvement Modification	\$449
Remand	Half the Original Application Cost
Renotice Application	\$734
Research/Staff Time Per Hour	\$100
Residential: Duplex, Corner Duplex, Internal Conversion, and 3-4 Plex: New/Addition within a Residential District	\$599
Residential: Detached and Attached Single Family and ADUs	No Fee
Sign Permit – Planning Review: Wall, freestanding, projection or roof signs	\$222 plus 5% of Sign Construction Cost
Sign Permit: A-Frame within the Right-of-Way	\$64
Sign Permit: Temporary Banner	\$64
Sign Variance	\$1,607

Commented [AHR1]: Exemptions are only reviewed through a Type I process

Commented [AHR2]: Combined with "Planning Review of Building Permit: Multi-Family, Commercial..." ; No need to differentiate between "within" and "outside" of residential district.

Commented [KN3]: Not in Energov and it is covered in other fee description - see "Planning Review of Building Permit: Multi-Family, Commercial..."

Site Plan & Design Review - Minor Type I Over the Counter for Building Façade, Landscaping, Temporary Structures, Site Alterations (Fences, Lighting, Pedestrian Circulation, etc.), Parking Lot Repaving, & Mechanical Equipment	up to 2 review items = \$95 3 or more review items = \$190
Site Plan & Design Review - Minor Type I Extended Review for Building Additions, Removal/Relocation of Parking, Change in Parking Lot Circulation or Layout, Transitory Mobile Food Carts Mobile Food Units, & Manufactured Home in a Manufactured Home Park	\$317 per review
Site Plan & Design Review - Minor Type I Middle Housing Plan Review for Single Family, Attached and Detached, Duplex, Corner Duplex, Internal Conversion, & 3-4 Plex: New/Addition not within a Residential District	\$599
Site Plan & Design Review - Minor Type II	\$1,048
Site Plan & Design Review / Detailed Master Plan / Manufactured Home Park Review - less than \$500,000 - \$500,000 to \$3,000,000 - over \$3,000,000	\$2,620 plus 0.007 X project cost \$4,366 plus 0.005 X project cost \$14,848 plus 0.003 X project cost maximum fee = \$69,650
Subdivision	\$5,241 plus \$436 per lot
Middle Housing Land Division	\$1,500 plus \$250.00 per parent lot (2-10 lots) \$200.00 per parent lot (11-50 lots) \$150.00 per parent lot (50+ lots)
Tree Replacement/Mitigation Fee (per tree)	\$391-\$500.00
Urban Growth Boundary (UGB) Expansion Request	\$9,983
Variance (Administrative) Type II	\$1,703
Variance (Hearing) Type III	\$3,163
Willamette Greenway (Type II)	\$1,240
Willamette Greenway (Type III)	\$1,937
Withdrawn Application	Prior to Complete - Reimburse 75% of Fee Prior to Notice - Reimburse 50% of Fee After Noticed - No Refund
Zone Change / Text Amendment	\$3,545
Zoning Confirmation Letter	\$153

Commented [AHR4]: New fee to adequately assess costs of processing a Middle Housing Land Division

Commented [AHR5]: Fee increased based City Commission direction from the Street Tree Minor Code Amendment discussion on April 5, 2023



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:21 PM.

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

STAFFERS: 11 – City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie, Community Communications Manager Jarrod Lyman

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oaths of Office for Mayor and City Commissioners

Municipal Court Judge Lindgren administered the oaths of office to Mayor McGriff and Commissioners Smith and Marl.

3b. Election and Oath of Office for Commission President for 2023

Motion made by Commissioner O'Donnell, Seconded by Commissioner Smith, to elect Mike Mitchell as Commission President for 2023. The motion carried by the following vote:

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

Municipal Court Judge Lindgren administered the oath of office to Commissioner Mitchell.

4. CITIZEN COMMENTS

None

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. Clackamette Park Master Plan Amendment
- 7b. Change Order No. 2 for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 (CI 20-010)
- 7c. Minutes of the June 7, 2022 City Commission Work Session

8. PUBLIC HEARINGS

- 8a. First Reading of Ordinance No. 22-1010, Approving the 11th Amendment to the Downtown/North End Urban Renewal Plan

James Graham, Economic Development Manager, explained the amendment to add projects to the plan.

Tony Konkol, City Manager, discussed the process of notification for this amendment.

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Marl, Seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 22-1010, approving the 11th amendment to the Downtown/North End Urban Renewal Plan. The motion carried by the following vote:

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

9. GENERAL BUSINESS

- 9a. Update on Park Master Fee Schedule Implementation, Contracts, and MOU's

Kendall Reid, Parks and Recreation Director, provided a background on the Financial Support and Sustainability Strategy and its objectives, communication plan, master fee schedule implementation, memorandums of understanding, independent contractors, master fee schedule update, and options.

There was discussion regarding the MOUs and contractors.

Scott Costanzo, resident of Oregon City, spoke on behalf of Oregon City Youth Sports. They currently did not have to pay for the use of the ball fields but helped maintain the fields. They were a non-profit and could not afford the additional cost. He explained how their organization benefited the City.

There was discussion regarding the agreement, cost to the organization, and what other cities

did.

Bob LaSalle, resident of Oregon City, said in 2022, the idea of using Neighborhood Association postcard funds to pay for park fees for neighborhood activities was brought forward and the Citizens Involvement Committee had not supported the idea. He thought the associations should be exempt from park use fees.

The Commission asked about the amount of the field rental fee, MOUs, how the fees were wrong on the City's website, how the fees went to the General Fund and were not specifically allocated, the Commission reviewing the fees yearly, how the fee had been established in 2012 but had not been collected, exempting neighborhood associations, different charge to youth sports, and equity.

Dorothy Dahlsrud, resident of Oregon City, said the Oregon City Parks Foundation was concerned about the MOUs with non-profits. She directed them to the letter from Roger Fowler-Thias about these concerns.

The Commission agreed to bring back options for the fees, MOUs, and contractors to a future Work Session.

9b. Regional Mobility Pricing Project National Environmental Protection Act Scoping Comment Letter

Dayna Webb, City Engineer, presented a background on the project and proposal. ODOT was looking for comments on the project goals and objectives, proposed action, and community and environmental resources. The comment period was open until January 6. She discussed the key themes and concerns in the draft letter.

There was discussion regarding toll rates, timing, diversion, having a seat at the table, whether or not to send the letter, and adding stronger language that they were opposed to tolling and the program was flawed.

Motion made by Commissioner Mitchell, Seconded by Commissioner O'Donnell, to approve the Regional Mobility Pricing Project National Environmental Protection Act Scoping Comment Letter with the revision that the first sentence stated the Commission's clear opposition to tolling. The motion carried by the following vote:

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

Nay: Commissioner Smith

9c. Removal of An Imminent Hazard Tree Located in An Unimproved Public Right-of-Way Adjacent to 1506 Monroe Street

John Lewis, Public Works Director, explained this was an imminent hazard tree. He would look into reuse options and there would be mitigation.

Motion made by Commissioner Smith, Seconded by Commissioner O'Donnell, to approve the removal of an imminent hazard tree located in an unimproved public right-of-way adjacent to 1506 Monroe Street. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager**11a. Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2022**

Tony Konkol, City Manager, said the auditor had issued an unmodified or clean opinion of the City's audit. There was a comment that they needed a policy on how they dealt with federal funds.

Matt Zook, Finance Director, said they had a good experience with the new audit firm.

Mr. Lewis and Chief Band gave an update on Barker Avenue issues and the South End Road project.

12. Commissioners

There was discussion regarding additional time for Budget Committee meetings and upcoming events.

13. Mayor**13a. Mayoral Appointments to City Boards and Committees**

Motion made by Commissioner Smith, Seconded by Commissioner Mitchell, to support the mayoral appointments. The motion carried by the following vote:

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

13b. Updates to the City Commissioner's Committee Assignments

The Commission volunteered for various committee assignments. Commissioner Mitchell would serve as alternate to the I-205 Tolling Diversion Committee and Metro Policy Advisory Committee. Mayor McGriff would be added to the Tourism Stakeholder's Group and serve as alternate to Clackamas Heritage Partners. Continued discussion would occur regarding who would serve on the South Fork Water Board in addition to Mayor McGriff and Commissioner Smith.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:34 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: Human Resources Director Patrick Foiles

Agenda Date: 05/03/2023

SUBJECT:

Diversity, Equity, and Inclusion Framework by MGT Consulting

STAFF RECOMMENDATION:

Staff recommends the City Commission adopt Resolution No. 23-10 and Oregon City DEI Framework.

EXECUTIVE SUMMARY:

MGT Consulting and staff will present a brief summary of the work completed over the last twelve (12) months and ask the Commission to consider approving the DEI Framework and action plan.

The DEI Framework consists of a DEI commitment statement and four (4) strategic priorities developed by input from the DEI Community Task Force and Staff discussions. Staff believes, with these four focus areas, the city will be able to continue to make adequate progress towards our DEI goals and evolve as an organization that strives to be a place where all persons, regardless of race, ethnicity, sexual orientation, gender identity, age, religion, or ability feel safe, respected, and valued.

BACKGROUND:

For the 2021-2023 biennium, the City Commission articulated eight 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 personal services agreement with MGT Consulting to support, coordinate and deliver a comprehensive set of projects and initiatives supporting the City's diversity equity and inclusion (DEI) goals.

MGT Consulting began their work with the City in April 2022. MGT has helped the City achieve the following:

- Created and guided a Community Task Force through twelve months of conversation, learning, and collected input.
- Conducted a best practices and peer review study.
- Conducted an Organizational DEI Assessment.
- Policy review and analysis.
- Gathered staff comment and feedback.
- Gathered community comment feedback.
- MGT helped the City process and filter all the input and strategies proposed.

Today, MGT Consulting and staff presents the attached Oregon City DEI Framework. The framework document includes a DEI commitment statement and four (4) strategic priorities (themes) which include initiatives and action items that will advance that priority. The Framework is meant to be a guiding document and as such does not have a specific timeframe; however, staff will provide annual updates on the progress of initiatives and action items.

Budget impacts: The Framework and series of proposed action plans include a number of initiatives and/or projects that will require additional resources and potentially staff capacity to adequately accomplish. Staff expects to use the framework to inform process and policy decisions. Staff believes the Commission should be involved in future goal setting, including supporting or approving funding commitments.

OPTIONS:

Option 1: Approve Resolution No. 23-10 and DEI Framework as presented.

Option 2: Approve Resolution No. 23-10 and DEI Framework with specific modifications.

Option 3: Deny Resolution and DEI Framework and provide direction.

Attachments

- Resolution No. 23-10
- Oregon City DEI Framework
- Oregon City DEI Assessment, conducted by MGT Consulting

BUDGET IMPACT:

Amount: \$

FY(s):

Funding Source(s):

RESOLUTION NO. 23-10

**A RESOLUTION APPROVING OREGON CITY DIVERSITY, EQUITY, AND INCLUSION
COMMITMENT STATEMENT AND FRAMEWORK**

WHEREAS, the City Commission approved Resolution No. 20-19 declaring Oregon City's stance against racism, discrimination, and social injustices in our country and community, stating we are committed to creating an inclusive, welcoming, and equitable environment for every member of our community; and

WHEREAS, the City Commission established a 2021 Commission goal to Promote Diversity, Equity, and Inclusion for a safe, inclusive community and organization; and

WHEREAS, the City Commission recognizes that DEI work is a journey of constant learning, awareness, and improvement; and

WHEREAS, over the course of the last year, the Oregon City Community DEI Task Force met to learn and consider diversity, equity, and inclusion issues in Oregon City and worked to develop a set of proposed initiatives and strategies for the City to consider; and

WHEREAS, MGT Consulting performed an in-depth assessment of the City policies and practices and provided a detailed report identifying areas of improvement and outline future important initiatives; and

WHEREAS, in collaboration with Staff, MGT Consulting developed a Framework that will guide the efforts of the City in advancing DEI initiatives; and

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. In Oregon City, we strive to be a place where all persons, regardless of race, ethnicity, sexual orientation, gender identity, age, religion, or ability feel safe, respected, and valued. We will work to ensure that all staff feel a sense of belonging and all city services and programs are equally available and accessible to everyone. We are committed to sustained improvement by doing the work necessary to achieve this goal.

Section 2. The City of Oregon City DEI Framework (exhibit A) identifying principles and strategic priorities for Oregon City is approved by the City Commission.

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

Approved and adopted at a regular meeting of the City Commission held on the 3th day of May 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 3th day of May 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A – Oregon City DEI Framework

Oregon City DEI Framework

In 2022, Oregon City hired an independent consultant to conduct an internal assessment focused on diversity, equity, and inclusion (DEI) to determine strengths and weaknesses in aspects of our work that impact Oregon City staff. In 2023, we will continue our evolution by publicly committing to the importance of this effort and by launching future phases of work based on the priorities listed below.

Our DEI Commitment:

In Oregon City, we strive to be a place where all persons, regardless of race, ethnicity, sexual orientation, gender identity, age, religion, or ability feel safe, respected, and valued. We will work to ensure that all staff feel a sense of belonging and all city services and programs are equally available and accessible to everyone. We are committed to sustained improvement by doing the work necessary to achieve this goal.

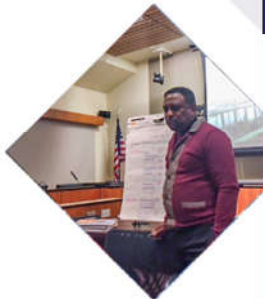


Strategic Priority #1

Foster and sustain a feeling of belonging and inclusion for all Oregon City staff members.

Initiatives:

- A** Design and implement an ongoing DEI Training Plan to enhance the skills, knowledge, and awareness of all City employees.
- B** Define the desired state of a culture of inclusion and belonging for City employees.
- C** Create a multi-cultural calendar that recognizes events and observances throughout the year.
- D** Examine the need, desire, and potential design of staff-driven employee resource groups.
- E** Solicit regular feedback from City employees on progress, successes, and development opportunities.



Strategic Priority #2

Strengthen approach to talent recruitment, selection, development, and retention.

Initiatives:

- A** Use innovative and consistent strategies to strengthen the employee recruitment process.
- B** Improve review and selection process to ensure equitable opportunity.
- C** Support employee and organization growth through career development opportunities and understanding the various needs of employees.
- D** Assess accessibility of marketing tools and employment materials.



Strategic Priority #3

Demonstrate individual and organization-wide commitment to DEI through communication, training, and accountability at all levels.

Initiatives:

- A** Develop and communicate the City's commitment and desired goal.
- B** Establish an internal DEI committee to support the design and implementation of the organization's work.
- C** Establish clear objectives and priorities that promote inclusion.
- D** Enhance DEI awareness through education and training for members of City boards and commissions.
- E** Hold leadership, City boards, and City committees accountable to incorporating DEI into strategies, resource allocation, and decision making.



Strategic Priority #4

Weave a culture of diversity, equity, and inclusion into the fabric of all external-facing work of Oregon City.

Initiative:

- A** Conduct a community DEI assessment that informs the development of an action plan.
- B** Establish a DEI Community Task Force that provides perspective on the resident experience and action plan progress.
- C** Engage the public on the personal, economic, and community benefits of the City's DEI program and opportunities for active contribution.
- D** Create opportunities for community members across generations and demographic lines to interact with each other and City leadership.
- E** Use a DEI progress report to demonstrate transparency of action plan, progress, and ongoing actions.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 05/03/2023
From: Public Works Director, John M. Lewis, P.E.

SUBJECT:

First Reading of Ordinance No. 23-1002, Establishing Misuse of a Public Restroom as an Offense Against Public Peace and Decency

STAFF RECOMMENDATION:

First reading of Ordinance No. 23-1002 adopting code language concerning the misuse of a public restroom.

EXECUTIVE SUMMARY:

To address concerns relating to nefarious or criminal activity within the proposed downtown public restroom being installed, the Police Department and Public Works Department worked together to prepare an ordinance creating a new municipal code which prohibits misuse of a public restroom.

By approving the adoption of Ordinance No. 23-1002, City Commission will be adopting new code which will allow the Police Department and Code Enforcement to enforce a safe public restroom.

BACKGROUND:

The City Commission directed Public Works staff to seek a location for a public restroom unit to be located within the downtown area of Oregon City. After review, analysis, and consideration, Public Works proposed the Portland Loo unit to be located on Railroad Avenue just south of the municipal elevator.

On January 18, 2023, the City Commission approved the purchase of the Portland Loo unit.

Knowing that nationwide concerns of vandalism and criminal activity sometimes occur around public restrooms, the Police Department and Public Works Department worked together to prepare an ordinance creating a new municipal code which prohibits misuse of a public restroom.

The proposed Municipal Code mirrors the City of Portland's municipal code. Daniel Hanes, Homeless Liaison Officer for the City of Oregon City, was instrumental in the coordination and request for this addition of municipal code. Mr. Hanes conveyed that this code, as used in Portland, supported the Police and Code Enforcement, if and when occasions arose to ensure the safety and protection of the unit and users of the unit.

By approving the adoption of Ordinance No. 23-1002, City Commission will be adopting new code which will allow the Police Department and Code Enforcement to enforce a safe public restroom.

OPTIONS:

1. Approve Ordinance No. 23-1002 as requested.
2. Approve Ordinance No. 23-1002 with specific modifications.
3. Deny Ordinance No. 23-1002. If the Commission chooses to deny the Ordinance, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: None

FY(s): N/A

Funding Source(s): N/A

ORDINANCE NO. 23-1002

AN ORDINANCE OF THE CITY OF OREGON CITY ESTABLISHING MISUSE OF A PUBLIC RESTROOM AS AN OFFENSE AGAINST PUBLIC PEACE AND DECENCY

WHEREAS, The City of Oregon City owns and may own and maintain public restrooms within City facilities including buildings, rights-of-ways, and easements; and

WHEREAS, The City of Oregon City puts a priority on neighborhood livability and health and misuse of a public restroom could have a negative effect on livability and health; and

WHEREAS, Establishing what conduct is improper within public restrooms allow the City of Oregon City to ensure that public restrooms are used only for their intended purposes and will contribute to the livability that is a priority for the City.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Adoption. The City hereby amends the existing Oregon City Municipal Code Title 9 Public Peace, Morals and Welfare, Chapter 9.12 Offenses Against Public Peace and Decency, to include a new section, entitled:

Section 9.12.035 MISUSE OF A PUBLIC RESTROOM.

The newly adopted section is attached as "Exhibit A" to this ordinance.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 3. Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 3rd day of May, 2023, and the City Commission finally enacted the foregoing ordinance this 17th day of May, 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 17th day of May 2023,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Title 9 Public Peace, Morals and Welfare

Chapter 9.12 Offenses Against Public Peace and Decency

9.12.035 Misuse of a Public Restroom

- A.** This Section applies to permanent and temporary structures erected or placed for use as a public restroom.
- B.** It is unlawful to stand, climb, sit upon, or lay down on any fixture or floor located inside of or at the entrance of any restroom located in a public building or on public property or easement, unless that fixture or floor is intended to be used for standing, climbing, sitting, or lying upon.
- C.** It is unlawful for two or more persons to occupy any restroom that is specifically designed for use by only one person and that is located in a public building or on public property or easement, unless one of those persons is assisting a handicapped person or persons, a child or children under 12 years of age, or an elderly person, or persons in need of assistance.
- D.** It is unlawful to interfere with any attendant or public employee in the discharge of his or her duties within any restroom located in a public building or on public property or easement.
- E.** It is unlawful for any male person to enter a restroom marked "Women." This Section does not apply to a male child under 12 years of age with his mother or female guardian, or an authorized person assisting a female handicapped person or persons, or a female elderly person, or female person in need of assistance.
- F.** It is unlawful for any female person to enter a restroom marked "Men." This Section does not apply to a female child under 12 years of age with his mother or male guardian, or an authorized person assisting a male handicapped person or persons, or a male elderly person, or male person in need of assistance.
- G.** It is unlawful for any person of the opposite biological gender to enter a restroom marked "All Gender" if someone of the opposite biological gender is inside. This Section does not apply to an opposite biological gender child with her father/mother or male/female guardian, or an authorized person in the discharge of his/her regular duties.
- H.** It is unlawful for any person to engage in disorderly or disruptive conduct inside of or at the entrance to any restroom located in a public building or on public property or easement.
- I.** The above requirements do not excuse a failure to provide reasonable and appropriate accommodations permitting all persons access to restrooms consistent with their expressed gender.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Jude Thaddaeus, Assistant Planner

Agenda Date: 05/03/2023

SUBJECT:

Second Reading of Ordinance 23-1004 2022-23 Street Tree Minor Code Amendments

STAFF RECOMMENDATION:

Staff recommends the City Commission review the attached documents and approve the second reading of Ordinance 23-1004 2022-23 Street Tree Minor Code Amendment.

EXECUTIVE SUMMARY:

The First Reading of this Ordinance was approved at the April 19, 2023 regular City Commission meeting. At the April 5, 2023 City Commission meeting to review the proposed minor street tree code amendments to Chapter 12.08 and 12.32, the Commission consented to Planning staff returning with an Ordinance to adopt the 2022-23 Street Tree Minor Code Amendments. These amendments:

1. Exempt street tree removals from planter strips 3 feet wide or less from the replanting or fee in lieu requirements.
2. List the decision-maker for street tree removal applications as the "City Manager or designee," for clarity and consistency.
3. Clarify and make consistent the use of the term "Certified Arborist," as defined in OCMC 17.04.082, throughout Chapter 12.
4. Remove the County-level deed recordation requirement for any street trees designated in private front yards.
5. Amend the replanting alternatives, making the fee in lieu option a last resort.
6. Clarify replacement street tree size requirements for removed dead, diseased, and hazardous street trees.

At the April 19, 2023 City Commission Meeting, Ordinance 23-1004 was presented at its First Reading and the City Commission voted 4-0 to move Ordinance 23-1004 through its Second Reading scheduled for May 5, 2023.

BACKGROUND:

Replanting Exceptions for Planter Strips 3 Feet Wide or Less

The Natural Resource Committee recommended changes to the Oregon City Municipal Code and permitting process for street trees in planting strips 3 feet wide or less. Property owners with street trees in planting strips 3 feet wide or less would no longer be required to replace them or pay a fee in lieu of replacement under the new suggested Code. Property owners with such planting strips, but who wish to replace their street trees, can still select from the Street Tree Species List that was adopted by the City Commission on August 17, 2022. Another minor code update will clarify the minimum caliper size required for replacement of trees deemed diseased or hazardous by a Certified Arborist Report.

In August 2022, the City Commission gave formal direction to move forward with minor code amendments to Chapter 12.08.035 Street Tree Removal and Replacement, based on NRC's recommendation. At that time, staff committed to public participation that included asking the public for input and presenting these amendments to City Boards, Committees, and Commissions. The public participation process is now complete.

On April 5, 2023, the City Commission directed, under consent, that Planning Division staff should return with an ordinance adopting this exception. The amended code language is attached, for review (Exhibit A).

Decisionmaker

Currently the code shows inconsistencies in naming the party ultimately responsible for street tree removal application decisions. In one section, "the city" is listed as the decisionmaker, while in others, that person is the "community development director."

The City Commission consented to the staff-recommended change of designation in both cases to "City Manager or designee." This change reflects best practices by preventing the need for code changes should City departments or position titles change in the future. The amended code language is attached, for review (Exhibit A).

Certified Arborist

The code contains various terms for arborist that are not consistent, such as "qualified arborist", "registered arborist", and more commonly "certified arborist", which is the prevailing definition that staff uses per OCMC 17.04.082 - *Arborist, certified*.

"Certified Arborist" means a professional tree service provider whose certification is regulated and current and maintained with the International Society of Arboriculture (ISA). To use the term "Certified Arborist," an individual must have three years of experience and have passed an ISA certification exam that tests a variety of tree care knowledge.

Despite minor inconsistencies between terms in the code, staff relies on the definition above as the prevailing standard, whether in the Street Tree code chapter or elsewhere.

Therefore, the draft language attached shows the replacement of other terms with *certified arborist*.

As directed by the City Commission, this change has been made to the proposed new code. The code revisions for Certified Arborist instances are shown in Exhibits A, B, and C.

Covenant Requirement for Street Tree Replacement on Private Property

Currently the code requires that property owners who remove a street tree and opt to replant a replacement tree on their private property must record a covenant with the County that designates the replaced tree as a public street tree within ten feet of the public right-of-way. This option has historically been used when there is insufficient space to replant an appropriate street tree. The covenant has proven expensive to record, due to the County's Recorder's office's fee schedule. Furthermore, the administration of the covenant is difficult and ineffective.

As directed by the City Commission, the County deed recordation requirement has been removed from the proposed Code, while retaining the option for applicants to replant new trees on their private properties within 10 feet of the right of way where spacing requirements might prohibit them in the right of way. This policy emphasizes replanting street trees over the fee in lieu option by streamlining the process by which an applicant can replant in an area that would provide similar property and community benefit as the tree that was removed.

The amended code language is attached, for review (Exhibit A).

Street Tree Fee-in-Lieu of Replanting – a Last Resort

The City Commission directed Planning staff to revise the street tree code to make the fee-in-lieu of replanting option a last resort. On April 5, 2023, Planning staff returned with revised language that requires the applicant to prove the following, to the City Manager or designee's satisfaction, in order to be eligible for a fee in lieu:

1. Insufficient replanting space is available in the planter strip, and
2. Insufficient replanting space in a right-of-way abutting another property, with property owner approval, is available, and
3. Replanting space and authorization on public property is unavailable, and
4. Replanting space in the front yard within 10 feet of the right of way is unavailable.

The City Commission consented on April 5, 2023 to Planning Division staff returning with this code in Ordinance form. The amended code language is attached, for review (Exhibit A), and is referenced in Ordinance 23-1004.

Other Minor Code Amendments

Some time ago, Planning Division staff discovered minor code ambiguities regarding required replacement street tree sizes for dead, diseased, and hazardous street trees.

Staff proposed the same replacement tree caliper requirement as already listed for mitigation trees, (i.e., 1.5 in caliper measured 6 inches above the root crown) and added “dead” to the section about diseased and hazardous trees in order to be consistent with the language shown in Table 12.08.035.

The City Commission consented on April 5, 2023 to Planning Division staff returning with this code in Ordinance form. The amended code language is attached, for review (Exhibit A), and is referenced in Ordinance 23-1004.

Raising the Fee in Lieu of Replanting

The City Commission expressed concerns about the current fee-in-lieu of planting that is adopted in the fee schedule as being too low. This fee reflects the cost of purchasing, transporting and planting a typical 1.5” caliper tree. The fee is readopted yearly and is pegged to the Construction Price Index along with other development fees. Staff researched fees charged in-lieu of planting by various cities through the Portland metro area. Oregon City’s 2023 fee is \$391 per tree is roughly in the mid-range of the cities reviewed.

City	Fee-in-Lieu of Planting
Sherwood	\$ 204.00
Tualatin	\$ 225.00
Canby	\$ 250.00
Happy Valley	\$ 250.00
West Linn	\$ 300.00
Tualatin	\$ 325.00
Forest Grove	\$ 389.00
Oregon City	\$ 391.00
Portland	\$ 450.00
Sandy	\$ 500.00
Gresham	\$ 600.00
Milwaukie	\$ 675.00
Tigard	\$ 686.00
Beaverton	\$ 800.00

Also, Friends of Trees’ standard estimate for the cost to transport, plant, and maintain a 1.5” caliper tree for two years is \$400.00.

On April 5, 2023, the City Commission expressed interest in raising the fee-in-lieu to match the \$500 fee that the City of Sandy charges. This fee revision will be included in a Resolution to update the Planning Fee Schedule, which is intended to be presented by Planning Division staff at the May 3, 2023 City Commission meeting.

Pollinator Gardens

As discussed in the April 5, 2023 City Commission meeting, the NRC recommends providing guidance and information on the city website and other media rather than

including code language pertaining to pollinator gardens in the proposed street tree code amendments. The Natural Resources Commission supports the City in promoting and providing guidance to homeowners and businesses who would like to establish pollinator-friendly plantings in the public right-of-way. NRC made the following recommendations:

- Pollinator-friendly plantings within constrained planting areas such as planter strips that are narrower than three feet should be encouraged, and are a good alternative to planting trees in these areas
- Plantings that exceed three and half feet tall should be avoided where they may obstruct clear vision at street intersections and driveways.
- The city should provide guidance regarding pollinator gardens on the city website which would include:
 - Useful hyperlinks to additional pollinator conservation information and programs such as the Xerces Society for Invertebrate Conservation, Bee City USA, Audubon Society Backyard Habitat Certification Program, etc.
 - <https://xerces.org/>
 - <https://beecityusa.org/>
 - <https://audubonportland.org/get-involved/backyard-habitat-certification-program/>
 - <https://extension.oregonstate.edu/gardening/pollinators>
 - And many more...!
 - Proper maintenance of pollinator gardens, such as when to prune and thin plantings, and when to leave dried plant stalks and seedpods alone; so as to maximize habitat value
 - Plantings should include a diversity of plants that will provide seasonal habitat and food sources throughout of the year
 - Plants may be recommended that will grow lower to the ground will not create sight obstruction problems when needed
 - No nuisance plant species

Planning Division staff will create public information material (e.g., brochures, webpages, eTrail and Trail News articles) about the benefits of pollinator gardens and best practices in terms of creating and maintaining them in planter strips in Oregon City.

Sidewalk obstructions and lines of sight are already regulated in the city code (OCMC 8.08 – Nuisances, 12.04 – Streets, Sidewalks and Public Places, and 10.32 – Traffic Sight Obstructions) and any violations can be addressed through the city's adopted code enforcement process. Weeds and nuisance plants and vegetation are similarly defined and regulated. These items will also be noted in the public information material concerning pollinator gardens in Oregon City.

Additional Information

Before 2001, many subdivisions in Oregon City were developed with street tree planting strips that were too narrow for the trees planted in them. In many cases, these trees' roots required more than their narrow strips - often 3 feet wide or less - to grow and succeed. As a result,

many street trees began to die prematurely or grow hazardous as they matured. Sometimes their roots buckled the sidewalk nearby. This created mobility hazards for sidewalk users, particularly for people with disabilities. It also required property owners to pay significant costs to repair their sidewalks.

In 2001, Oregon City amended the street standards to include planter strips 4.5 feet wide or more. In 2013, the Commission passed Resolution 13-27 adopting a revised street tree list to remove certain trees and provide further options for narrower strips.

Oregon City's Street Tree Removal and Replacement Permit process has also grown to accommodate people with street trees in these kinds of circumstances. It currently requires one-for-one removal and replacement when trees are deemed dead, diseased, hazardous, or buckle the sidewalk.

Last June, the Natural Resources Committee recommended that the City Commission consider changing the Street Tree Code to no longer require property owners to replace - or pay a fee-in-lieu - street trees removed from planting strips 3 feet wide or less.

In September, the Community Development Department published a webpage informing the public about the proposed code change and providing a way to register public comment on the proposal. The project has also been announced in e-Trail News and Trail News articles since then.

In November, the Planning Division presented the Street Tree Minor Code Amendment to the Citizen Involvement Committee, Natural Resource Committee, and Planning Commission for their review and feedback.

The Citizen Involvement Committee's main concerns regarded sidewalk infrastructure and how street tree removal permits are processed more generally.

The Natural Resource Committee recommended that Planning staff promote the preferred option to replanting an appropriate species according to the new adopted list. The NRC also suggested allowing pollinator gardens as an option in the future. The NRC also emphasized that trees should be watered deeply on a regular basis during drier months, to help prevent root migration under sidewalks.

The Planning Commission also had general tree removal/replacement process questions, particularly concerning NRC's pollinator garden proposal, as well as changes to sidewalk alignments to run around root clusters so that trees didn't have to be removed. Sidewalk standards are overseen by Public Works. Some Planning Commission members expressed concern about the need for the code change in the first place, if property owners are given options that have been optimized for their planter strips. Other commission members expressed that the often smaller trees now recommended for such strips can restrict sight lines, particularly for drivers.

Next Steps

Ordinance 23-1004 can be adopted by the Second Reading and Enactment at the May 3, 2023 Commission Meeting. OCMC Chapter 12.08 – Public and Street Trees is not a land use regulation, and a legislative adoption process is not required.

ORDINANCE NO. 23-1004

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE CHAPTER 12.08 – PUBLIC AND STREET TREES AND CHAPTER 12.32 – HERITAGE TREES.

WHEREAS, At the direction of the City Commission, the Natural Resource Committee, working in conjunction with Public Works, recommended changes to the Street Tree Code to exempt street trees in planter strips three feet wide or less from replanting or fee in lieu requirements; and

WHEREAS, Planning Division staff presented these recommendations to the Citizen Involvement Committee, Planning Commission, and City Commission for questions and feedback; and

WHEREAS, Planning Division staff have presented these recommendations to the general public, received public input, and conveyed that input to the City Commission; and

WHEREAS, The City Commission has directed Planning Division staff to make changes to the Public and Street Tree Code to exempt street trees in planter strips three feet wide or less from replanting or fee in lieu requirements; and

WHEREAS, The City Commission has directed Planning Division staff to make changes to the Public and Street Tree Code to clarify and make consistent the City Manager or designee as the decision-maker for Street Tree Removal and Replanting applications; and

WHEREAS, The City Commission has directed Planning Division staff to make changes to the Public and Street Tree Code to clarify and make consistent use of the term Certified Arborist, as defined in OCMC 17.04.082; and

WHEREAS, The City Commission has directed Planning Division staff to make changes to the Public and Street Tree Code to remove the County-level deed recordation requirement for any street trees designated in private front yards; and

WHEREAS, The City Commission has directed Planning Division staff to make changes to the Public and Street Tree Code to more clearly prioritize street tree replanting alternatives, making the fee in lieu option a last resort; and

WHEREAS, The City Commission has directed Planning Division staff to make changes to the Public and Street Tree Code to clarify – where no requirement currently exists – replacement street tree size requirements for dead, diseased, and hazardous trees,

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places, which are attached hereto as Exhibits ‘A,’ ‘B,’ and ‘C.’

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

Section 3. Effectiveness. This Ordinance shall take effect on June 2, 2023.

Read for the first time at a regular meeting of the City Commission held on the 19th day of April 2023, and the City Commission enacted the foregoing ordinance on the 3rd day of May 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this day of ,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist, ~~or other qualified professional~~. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum seven-foot clearance above all sidewalks, eight-foot clearance in clear vision areas pursuant to OCMC 10.32, and ten-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Tree removal shall be mitigated by the following:

- A. ~~A~~ A ~~dead~~ diseased, or hazardous street tree, as determined by a ~~registered-certified~~ arborist and approved by the ~~city~~ City Manager or designee, may be removed; if replaced with one (1) new tree for each ~~dead~~, diseased, or hazardous tree ~~that is removed~~.
1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without ~~approval-a report from a certified arborist, as defined in OCMC 17.04.082~~.
 2. All replacement street trees under this section shall have a minimum one and one half (1.5) inch caliper trunk measured six (6) inches above the root crown.
- B. ~~Removed trees that are not determined to be dead, A non-~~diseased, ~~or non-~~hazardous ~~street tree that is removed~~ shall be replaced in accordance with Table 12.08.035. All replaced street trees shall have a minimum one and one-half ~~-(1.5)~~ inch caliper trunk measured six (6) inches above the root crown.

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Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. ~~For the purposes of this chapter, r~~Removed trees shall be replaced by approved tree species:
1. ~~trees w~~Within the right-of-way abutting the same frontage; and
 2. ~~subject-Subject~~ to the clearance distances required requirements under OCMC 12.08.015.~~B.~~
- D. ~~If an applicant can demonstrate to the satisfaction of the City Manager or designee that a~~ sufficient location to replant tree(s) according to section C is not available, the ~~community development director~~ City Manager or designee may allow:
1. ~~Off-site i~~Installation of replacement tree(s) in one of the following alternative locations:

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~~a. within~~ Within the right-of-way ~~abutting another property, with abutting property owner approval;~~ or,

~~b. on~~ On public property, ~~with City Manager or designee approval;~~ or

~~c. Within 10 feet of the right-of-way in the abutting private yard; or~~

~~2. ——— Planting of replacement trees or designation of existing trees on the abutting property within ten feet of the right-of-way as street trees. Designated street trees shall be a minimum of two inches in caliper and shall comply with the requirements in section B. In order to assure protection and replacement of the trees on private property, a covenant shall be recorded identifying the tree(s) as subject to the protections and replacement requirements in this chapter; or~~

~~2.3.~~ As a last resort, a fee in lieu of replacing the tree(s), subject to the following:

~~a. #The applicant can demonstrate, to the satisfaction of the City Manager or designee, that none of the alternative replanting options in section D.1 -sufficientis sufficient for replanting. -space to replant tree(s) is not available, the community development director may allow a fee in lieu of planting the tree(s)~~

~~b. Is to~~ be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.

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~~ED.~~ **Exceptions:**

~~1. Trees that are listed as invasive non-native, or nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.~~

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~~2. Trees in planter strips three (3) feet or less in width may be removed without replacement or fee in lieu of replacement.~~

12.32.020 Definitions.

For the purposes of this chapter the following definitions are used:

"Diseased tree" means a tree that has a naturally occurring disease that is expected to kill the tree, or which harbors communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees as determined by a certified arborist, ~~forester or horticulturalist~~ as defined in OCMC 17.04.082.

"Hazardous tree" means a tree that presents a significant risk to life or property as determined by a certified arborist, ~~forester, or horticulturalist~~ as defined in OCMC 17.04.082. An otherwise healthy tree that may become a hazard to a proposed future development shall not be considered a hazardous tree. Hazardous trees may include, but are not limited to dead, diseased, broken, split, cracked, leaning, and uprooted trees. A tree harboring communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees may also be identified as a hazardous tree.

"Heritage stand" means a group of two or more trees that have been designated by the city as having unique importance, subject to the heritage tree regulations of OCMC 12.32.

"Heritage tree" means a tree that has been designated by the city as having unique importance, and subject to the heritage tree regulations of OCMC 12.32. Where a grouping of two or more heritage trees has been so designated, the term "heritage stand" may be used.

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

"Native tree" or "native tree stand" refers to a regulated native tree or stand of trees that are defined as such on regionally recognized plant lists. Significant native trees are those that contribute to the landscape character of the area.

"Tree stand" means a stand of three or more trees which together create a mutual canopy continuous over eighty or more percent of the area within the boundaries of the stand.

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Tree removal shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as determined by a certified arborist and approved by the City Manager or designee, may be removed if replaced with one (1) new tree for each dead, diseased or hazardous tree that is removed.
 - 1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.
 - 2. All replacement trees under this section shall have a minimum one and one half (1.5) inch caliper trunk measured six (6) inches above the root crown.
- B. Removed trees that were not determined to be dead, diseased, or hazardous shall be replaced in accordance with Table 12.08.035. All replaced street trees shall have a minimum one and one-half-inch (1.5 inch) caliper trunk measured six (6) inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist	
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		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
 - 1. Within the right-of-way abutting the same frontage; and
 - 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the City Manager or designee that a sufficient location to replant tree(s) according to section C is not available, the City Manager or designee may allow:
 - 1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval, or
 - b. On public property, with City Manager or designee approval, or

-
- c. Within 10 feet of the right of way in the abutting private yard; or
 - 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate to the satisfaction of the City Manager or designee that none of the alternative replanting options in section D.1 is sufficient for replanting.
 - b. Is to be placed into a city fund dedicated to obtaining trees, planting trees and/or tree education in Oregon City.

E. Exceptions:

- 1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species, as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.
- 2. Trees in planter strips three (3) feet or less in width may be removed without replacement or fee in lieu of replacement.

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CITY OF OREGON CITY

Staff Report

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

To: City Commission

**Agenda
Date:**

05/03/2023

From: Mayor Denyse McGriff

SUBJECT:

Mayoral Appointment of Lisa Oreskovich to Library Board

BACKGROUND:

The Library Board recommends the Mayor appoint the following individuals:

- Lisa Oreskovich (term ending 12/31/2024)

BUDGET IMPACT:

Amount: No Budget Impact