



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, April 12, 2022 at 6:00 PM

Typically there are no public comments at work sessions, but written comments are accepted by:

- *Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

CONVENE WORK SESSION AND ROLL CALL

FUTURE AGENDA ITEMS

The Commission's adopted goals and available staff resources shall be considered when recommending future agenda items. The Commission may add an item to a future agenda with consensus of the Commission.

[List](#) of Future Work Session Agenda Items

DISCUSSION ITEMS

- [1.](#) Review Draft Goals and Policies for OC2040 Comprehensive Plan
- [2.](#) Presentation Regarding FCS Rate/SDC Benchmarking Study
- [3.](#) Special Event Process Revisions
- [4.](#) City-Sponsored Special Event Program
5. Review of Commission Committee Assignments

CITY MANAGER'S REPORT

COMMISSION COMMITTEE REPORTS

- Beavercreek Employment Area Blue Ribbon Committee** - *Commissioner Frank O'Donnell*
- Citizen Involvement Committee Liaison** - *Commissioner Adam Marl*
- Clackamas County Coordinating Committee (C4)** - *Appointed: Mayor Rachel Lyles Smith Alternate: Commissioner Adam Marl*

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- D. **Clackamas County I-205 Tolling Diversion Committee** - Appointed: *Commissioner Adam Marl* Alternate: *Commissioner Frank O'Donnell*
 - E. **Clackamas Heritage Partners** - *Commissioner Rocky Smith, Jr.*
 - F. **Clackamas Water Environment Services Policy Committee** - Appointed: *Commissioner Rocky Smith, Jr.*
 - G. **Downtown Oregon City Association Board** - *Commissioner Denyse McGriff*
 - H. **Metro Policy Advisory Committee (MPAC)** - Appointed: *Mayor Rachel Lyles Smith* Alternate: *Commissioner Denyse McGriff*
 - I. **OC 2040 Project Advisory Team** - Appointed: *Commissioners Adam Marl and Denyse McGriff*
 - J. **Oregon Governor's Willamette Falls Locks Commission** – Appointed: *Mayor Rachel Lyles Smith*
 - K. **Oregon City Tourism Stakeholder's Group** - Appointed: *Commissioners Frank O'Donnell and Rocky Smith, Jr.*
 - L. **Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee** - Appointed: *Commissioner Denyse McGriff*
 - M. **South Fork Water Board (SFWB)** - *Mayor Rachel Lyles Smith, Commissioners Frank O'Donnell, and Rocky Smith, Jr.*
 - N. **Willamette Falls and Landings Heritage Area** - Appointed: *Commissioner Denyse McGriff* Alternate: *Commissioner Frank O'Donnell*
 - O. **Willamette Falls Legacy Project Liaisons** - *Mayor Rachel Lyles Smith and Commissioners Frank O'Donnell*

ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 04/12/2022

SUBJECT:

List of Future Work Session Agenda Items

BACKGROUND:

May 10, 2022

Abandoned Building Regulations
Commission Goals Update
Sidewalk Replacement and Street Tree review

June 7, 2022

ARPA Funding
Parking Study Results
Natural Resources Committee Updates to the Street Tree List

Additional Upcoming Items (These items are in no particular order)

Beavercreek Road Concept Plan (Thimble Creek) Funding Discussion
Boards and Committee's Orientation Manual Review and Discussion
Canemah Area - Encroachments in the Right-of-Way Policy Discussion
Charter Park Discussion (Last five – Sportcraft Landing, McLoughlin Promenade, Ermatinger House, Dement Park/Property, and Clairmont Way)
Clackamas County Water Environmental Services (WES) Rate Differential
Clackamette Park Boat Ramp
Climate Action Plan Presentation (City of Milwaukie)

Code Enforcement Complaint Process
Commission Policies and Rules of Procedure Review
Compatible Change Update
Construction Excise Tax
Economic Development Strategy Follow-up
Ethics Training
Exploring Options of Youth Council or Youth Engagement in OC
Intro to Traffic Engineering – Traffic 101
Metro Food Waste Program Requirements - Annual Review
Parking Rate Increase for Permitted Parking in Downtown Oregon City (Green, Purple, Orange, etc. Zones)
Railroad Quiet Zone Funding Discussion
Request for Recording Pre-App Conferences Follow-up
South Fork Water Board - Mountain Line Easements Vacation
Transportation Demand Management (TDM) Plan Implementation Update
Update re NEPA for ODOT I-205 Project
Water System Risk and Resiliency Review
Willamette Falls Legacy Project Operations and Maintenance Discussion



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 04/12/2022
From: Community Development Director, Aquilla Hurd-Ravich

SUBJECT:

Review Draft Goals and Policies for OC2040 Comprehensive Plan

STAFF RECOMMENDATION:

Review the staff report and attached materials and provide feedback on draft wording of the Goals and Policies.

EXECUTIVE SUMMARY:

The primary objective of tonight's presentation is to give the City Commission an opportunity to weigh-in on the language proposed for the Goals and Policies in the updated Comprehensive Plan. Staff first presented these goals and policies to the City Commission and Planning Commission in a joint work session in January 2022. Subsequently, the Planning Commission met and provided changes to the draft language agreed to by the group.

The next step after tonight is to complete a full draft of the OC2040 document. This draft will likely be presented to Planning Commission in May and City Commission in June during work sessions. Public hearings will follow these work sessions with an anticipated adoption by late summer 2022.

BACKGROUND:

Overview

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community's vision. City leaders use the Comprehensive Plan to coordinate public investments, establish the services a City provides, and make decisions about how and where land is developed.

All Oregon cities and counties are required to have a comprehensive plan that is consistent with Statewide Planning Goals. Once adopted, all of a City or County's community and area plans, zoning codes, permits, and public improvements are required to be consistent with the Comprehensive Plan.

Zoning and development code serve as the major implementation mechanism of the Comprehensive Plan. It is also implemented through area specific plans like the Thimble Creek Concept Plan and the South End Concept Plan and topic specific plans like the Transportation System Plan or the Sanitary Sewer Plan.

In addition to providing guidance to decision makers in areas of policy, the Comprehensive Plan is also used by public agencies, organizations, residents, businesses, and developers. The plan will periodically undergo a major review to reflect changing aspirations and values in the community. The last major update to Oregon City's Comprehensive Plan was done in 2004. Further explanation is provided in Attachment A *Comprehensive Plan Guide*.

Developing Goals and Policies

The goals and policies are a direct expression of the community's desires, as captured in a vision statement. Oregon City adopted a vision statement last August that influenced the development of goals and policies. (See Attachment B *Community Vision Statement for 2040*).

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies that are concise statements which provide a specific course of action. In implementation, each policy may lead to one or more action items, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy.

The OC2040 Comprehensive Plan Update

The OC2040 Comprehensive Plan will be organized around four themes outlined in the vision statement:

- Healthy Community
- Resilient Economy
- Connected Infrastructure
- Protected Environment

Each theme will constitute a chapter of the OC2040 Comprehensive Plan. Each chapter will cover a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. In order to help illustrate what will be included in the Draft Comprehensive Plan, an annotated table of contents is included as Attachment C *Annotated Table of Contents*. Additionally, a matrix is attached that

compares Comprehensive Plan chapters (vision themes) and topic areas to the Statewide Planning Goals (Attachment D *OC2040 Matrix of Comprehensive Plan Chapter to Statewide Planning Goals*).

When developing goal and policy concepts, an iterative, open, and transparent process ensured community priorities were captured through four Comprehensive Plan Summits, online surveys, and multiple meetings with the Project Advisory Team (PAT) to review, vet and refine the concepts. New and revised goals and policies were also supported through a review of the existing Comprehensive Plan goals and policies, review of best practices, and input from City staff. **Feedback from PAT members was particularly important to development of draft goals and policies; they have been involved with this project for more than 16 months and represent a diverse set of community interests.** We have also reviewed draft goal and policy language at two work sessions with the Planning Commission and one prior work session with the City Commission. Tonight, staff and consultants will review with the Commission the most recent draft of the Goals and Policies which have been edited by the Planning Commission. (Attachment D *Draft Goals and Policies*)

Next Steps

- Draft Comprehensive Plan prepared for review
- Planning Commission and City Commission work session in May and June
- Public hearings through July and August
- Anticipate adoption by late summer 2022



Comprehensive Plan Guide

JUNE 2021

OC2040 COMPREHENSIVE PLAN UPDATE PROJECT



What is a Comprehensive Plan?

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community's vision. The policy framework is rooted in a factual basis that helps inform other critical planning documents and implementing tools that serve as a coordinated, overarching strategy for the community. City leaders use the Comprehensive Plan to coordinate public investments, establish the services that a City provides, and make decisions about how and where land is developed. Land use planning regulations and procedures connect the aspirations set forth in the vision and goal statements of a comprehensive plan to the administrative review process for development applications. This is the mechanism for translating a community's vision through land use planning operations. These procedures establish mechanisms for ensuring consistency between the goals and policies of the Comprehensive Plan with the development code, capital improvement plans, and infrastructure plans, among others.

Why do we do Comprehensive Planning? A Brief Overview of Oregon's Land Use Planning Requirements

Comprehensive planning in Oregon was mandated by the 1973 Legislature with the adoption of Senate Bill 100 (ORS Chapter 197). Under this Act, the Land Conservation and Development Commission (LCDC) was created and directed to adopt Statewide Planning Goals and Guidelines. These Goals and Guidelines were adopted by LCDC in December 1974 and became effective January 1, 1975.

To date, Oregon has adopted nineteen Statewide Planning Goals, and all Oregon cities and counties are required to have a Comprehensive Plan that is consistent with these Goals. Statewide Planning Goals include topics such as land use planning, citizen involvement, housing supply, economic development, transportation systems, natural resources management, recreation, and more. Each Statewide Planning Goal includes a set of guidelines that, in conjunction with community priorities, help direct the content within comprehensive plans. Once adopted, all of a City or County's community and area plans, zoning codes, permits, and public improvements are required be consistent with the Comprehensive Plan. This structure ensures that cities implement the State's policy goals first through the comprehensive plan, and then by more detailed supporting and implementing documents.

How do we implement the Comprehensive Plan?

Zoning and development code serve as the major implementation mechanism of the Comprehensive Plan. LCDC Goals and Guidelines require “ordinances controlling the use and construction on the land, such as building codes, sign ordinances, subdivision and zoning ordinances” be adopted to carry out the Plan. The City’s zoning map shows the type, location and density of land development and redevelopment permitted in the future and may be updated to reflect the policy framework established by the Comprehensive Plan. The Comprehensive Plan is also implemented through area-specific and topic-specific plans, which guide public investments. Area-specific planning efforts take place for a smaller part of the city, like a district or neighborhood, such as the Thimble Creek Concept Plan and the South End Concept Plan. Oregon City also adopts plans that are topic or infrastructure-specific, such as Transportation, Sanitary Sewer, and Water Master Plans. These plans contain many components, such as background information, assessment of existing conditions or system deficiencies, overarching goals or evaluation criteria, potential capital improvement projects, as well as policies, code amendments, land use or zoning map changes. These plans should follow the ethos of the Comprehensive Plan and should not contradict its goals. The components of area-specific or topic-specific plans either can be adopted by ordinance or resolution. They can also result in an amendment to the Comprehensive Plan or its implementation tools to ensure they stay current over time. Area or topic-specific plans direct the work of a City’s departments, like Planning, Public Works and Parks and Recreation, through action plans and departmental budgeting.

Thirteen of the nineteen Statewide Planning Goals apply to Oregon City. These include:

- Goal 1 Citizen Involvement
- Goal 2 Land Use Planning
- Goal 5 Natural Resources, Scenic and Historic Areas, And Open Spaces
- Goal 6 Air, Water, And Land Resource Quality
- Goal 7 Areas Subject to Natural Hazards
- Goal 8 Recreational Needs
- Goal 9 Economic Development
- Goal 10 Housing
- Goal 11 Public Facilities
- Goal 12 Transportation
- Goal 13 Energy Conservation
- Goal 14 Urbanization
- Goal 15 Willamette River Greenway

Comprehensive Plan

Implementing Codes and Plans			
Development Code	Growth Area Plans	Capital Improvement Plans	Infrastructure Plans (Water, Sewer, Transportation)

City Department Planning		
Strategic Plans	Work Plans	Budgeting



When and how is the Comprehensive Plan used?

In addition to its use by City Commission, appointed councils, committees, boards, and City staff, a Comprehensive Plan should be designed to be used by individuals and groups, including public agencies, organizations, residents, businesses, and developers.

- **Public Agencies:** The State of Oregon and Metro may refer to the Comprehensive Plan when determining the consistency of a supporting document or development project. Service coordination partners, such as Clackamas County or the Oregon City School District, may also use the plan to determine whether a proposed requirement, project, or program is consistent with the Plan.
- **Organizations:** The Comprehensive Plan includes goals, policies, and actions to address a variety of community needs. Private and nonprofit organizations may refer to the Comprehensive Plan to learn more about the City's planned actions and investments supporting their mission and may identify opportunities to collaborate for more effective efforts.
- **Community Members:**
 - *Developers.* Since the Comprehensive Plan guides where and how development may take place, developers may use the Comprehensive Plan to determine the land use designations for particular sites or areas. The Plan also contains or references background information that could inform a development application or the development process.
 - *Businesses.* The Comprehensive Plan includes the policies guiding investments that the City will make to support businesses and indicates where and how these investments will be made. Businesses may also refer to the Comprehensive Plan Map to determine how policy or land use changes may shape the business environment in an area.
 - *Property Owners.* The Comprehensive Plan describes the land use changes that may affect the form and character of neighborhoods, the strategies for attracting businesses that provide jobs and needed goods and services, and plans for infrastructure improvements that support existing residents and allow for future growth.

All community members may use the Plan to:

- Support or advocate for specific programs in the City's work plan;
- Review and comment on proposed land use projects, infrastructure improvements, and public service provisions;
- Learn about planning topics, issues, and trends in Oregon City, as well as specific land use designations for their property and neighborhood; and
- Inform development of applications for grants or other funding.



How do we review and update the Comprehensive Plan?

The Comprehensive Plan is a living document. As demographics, economics and technology change, so do the attitudes and aspirations of the community. The Plan will periodically undergo a major review as required by state law to assure it remains a relevant and workable framework for development. If rapidly changing conditions warrant reconsideration of the Plan's Goals and Policies between the required Periodic Review periods (generally every 10 years), modifications may be initiated by the City Council or Planning Commission. Any citizen or group may request the Council or Commission initiate a Plan amendment, but formal direction for study may only come from these official bodies.

Not all Comprehensive Plan updates need or do begin with a community-wide visioning process. However, communities like Oregon City that have seen significant economic and demographic change over a 15-20 year period will often initiate a broad community engagement effort to establish a new vision for the future, understand community priorities and reset the policy framework of the Comprehensive Plan.

Developing a Comprehensive Plan

Elements of a Comprehensive Plan

In addition to goals and policies for a broad range of topics, Comprehensive Plans are required to include other components. This includes technical analyses and background research to help set the policy framework, as well as implementing plans that provide detailed guidance for specific systems and geographies. While these analyses and background documents are generally incorporated in a Comprehensive Plan by reference, they provide a foundation for the development of goals and policies.

In addition to referencing a factual basis and establishing goals and policies, a Comprehensive Plan also includes a comprehensive plan map that spatially designates residential, employment, and mixed-use development and resource lands in a way that best implements the goals and policies included in the Comprehensive Plan.

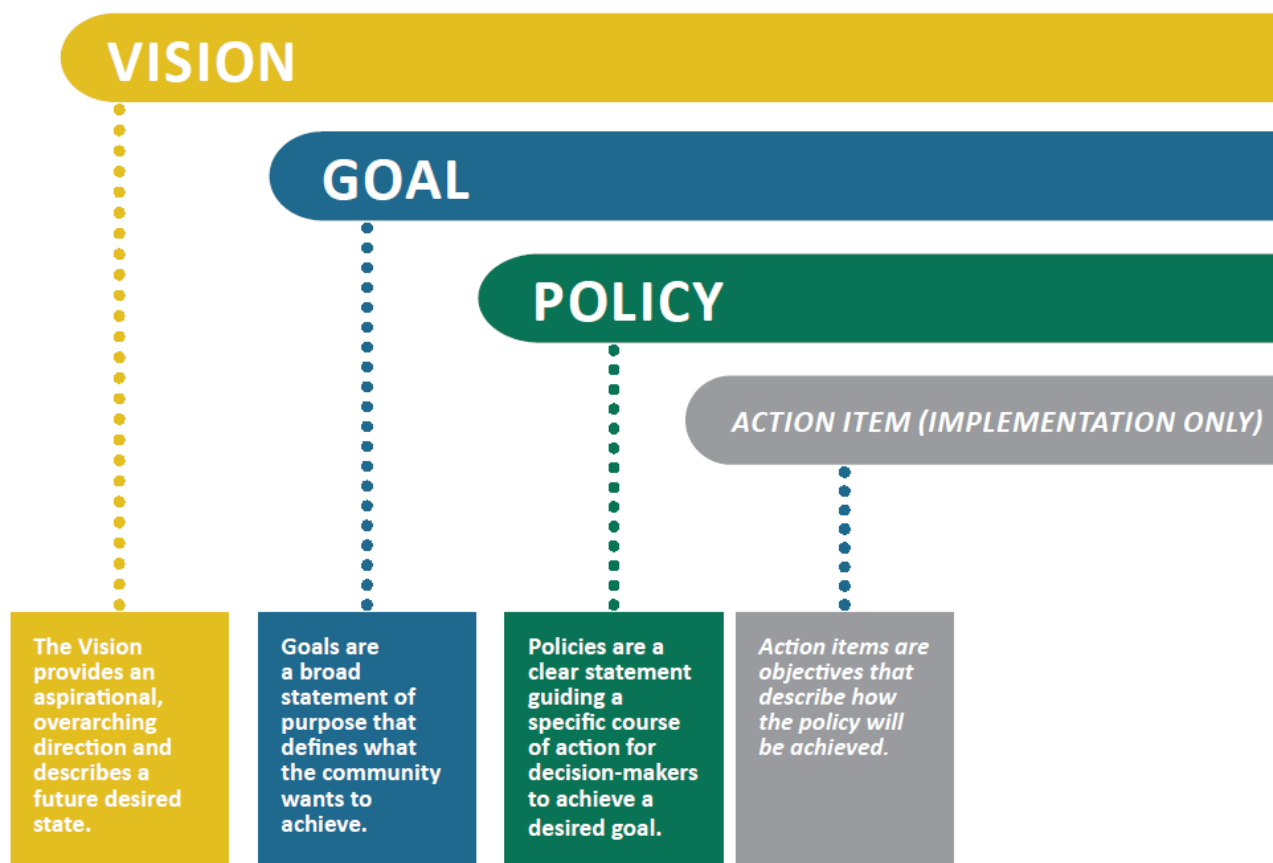
In terms of document organization, some communities prepare Comprehensive Plans that follow the order and title of the statewide planning goals, whereas other communities organize the document by broader topics relevant to their community.

Developing Goals and Policies

The heart of the Comprehensive Plan is the community's vision for the future. The goals and policies are a direct expression of the desires of the community, as captured in a vision statement, and are organized in a nested hierarchy.

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies that are concise statements which provide a specific course of action. In implementation, each policy may lead to one or more action items, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy. Comprehensive plans generally don't include action items; these are often established separately as part of a departmental action plan.

Because the Comprehensive Plan directs land use by law, there is no hierarchy implied in the order of the sections and none of the goals or policies has priority except as stated in particular policies. When used to make decisions, all relevant goals and policies must be accounted for and considered.





When writing goals and policies, it is important to keep them clear, balanced and actionable.

Examples of goals and policies from the current Oregon City Comprehensive Plan are shown below. The Comprehensive Plan will not include action items; these are only shown in the table below to help illustrate the language hierarchy from a goal to a policy to an action item.

Goal <i>(Goals may include a title)</i>	Policy	Action Item <i>(statements below are examples only)</i>
<i>Efficient Use of Land</i> Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently, and that land is developed following principles of sustainable development.	Create incentives for new development to use land more efficiently, such as by having minimum floor area ratios and maximums for parking and setbacks.	Set parking maximums to one parking space per duplex as required by HB2001.
<i>Community Education</i> Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.	Encourage training of volunteers involved with the CIC and neighborhood associations.	Host an annual training workshop for CIC and neighborhood association volunteers.
<i>Historic Resources</i> Encourage the preservation and rehabilitation of homes and other buildings of historic or architectural significance in Oregon City.	Evaluate the establishment of Historic and Conservation Districts to preserve neighborhoods with significant examples of historic architecture in residential and business structures.	Update the inventory of historic structures within the Historic and Conservation District
<i>Multi-Modal Travel Options</i> Develop and maintain a transportation system that provides and encourages a variety of multi-modal travel options to meet the mobility needs of all Oregon City residents.	Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas.	Partner with ODOT to pursue federal funding to implement a Safe Routes to School program.
<i>Natural Hazards</i> Protect life and reduce property loss from the destruction associated with natural hazards.	Minimize the risk of loss of life and damage to property from wildfires within the city and the Urban Growth Boundary.	Translate the City's fire prevention manual into Spanish.

The OC2040 Comprehensive Plan Update

The OC2040 Comprehensive Plan will be organized differently than the City’s current Comprehensive Plan. Whereas the current Plan is organized by statewide planning goal, the OC2040 Plan will be organized around four key themes outlined in the vision statement:

1. Healthy Community
2. Resilient Economy
3. Connected Infrastructure
4. Protected Environment

Each theme will constitute a “chapter” of the OC2040 Comprehensive Plan. These chapters will cover a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. Because of the interconnected nature of the topics, some statewide planning goals will apply across more than one theme (potential overlapping goals denoted “A” and “B”). A matrix of the vision themes to potential topics and statewide planning goals is shown below:

Vision Theme/Comprehensive Plan Chapter	Proposed Topic Areas	Statewide Planning Goals
 HEALTHY COMMUNITY	Community Engagement	Goal 1: Citizen Involvement
	Historic and Cultural Resources	Goal 5: Scenic and Historic Resources (A)
	Civic Amenities	
	Community Health and Safety	
	Diversity, Equity, Inclusion	
 RESILIENT ECONOMY	Economic Development	Goal 9 Economic Development
	Housing	Goal 10: Housing
	Urbanization	Goal 14: Urbanization
	Design and Development	Goal 2: Land Use Planning
 CONNECTED INFRASTRUCTURE	Transportation	Goal 12: Transportation
	Public Facilities and Services	Goal 11: Public Facilities and Services
	Water, Sewer, Stormwater, Utilities	
	Energy	Goal 13: Energy Conservation (A)
 PROTECTED ENVIRONMENT	Parks and Recreation	Goal 8: Recreational Needs
	Natural Resources	Goal 5: Natural Resources and Open Space (B) Goal 15: Willamette River Greenway
	Climate Change	Goal 7: Natural Hazards Goal 13: Energy Conservation (B)
	Watersheds, Habitat	Goal 6: Air, Water and Land Resource Quality



Oregon City 2040 Vision and Comprehensive Plan

Adopted on August 4, 2021, Resolution No. 21-41

COMMUNITY VISION STATEMENT FOR 2040



HEALTHY AND WELCOMING COMMUNITY

By 2040, Oregon City is a place of vitality, support, and opportunity. As the ancestral homelands of many Native American Tribes, and the location of the “End of the Oregon Trail,” Oregon City lives and breathes its rich and varied history. Oregon City honors its past and looks to the future through education, art, cultural programming and the preservation of our National Register Historic District and local Conservation District. Residents have access to quality education, and partners such as Oregon City School District and Clackamas Community College engage community members of all ages in lifelong learning. This culture of learning leads to engaged residents and a diverse, equitable and inclusive community. People from historically disadvantaged communities have equitable access to quality-of-life services that are essential for health, livability and economic advancement. Police, fire and medical services help neighbors feel safe and connect residents to services that promote health and wellbeing. Oregon City is a city of welcoming neighborhoods, both new and historic, that foster community, connect to nature and are grounded in a strong sense of place.



DIVERSE ECONOMY

By 2040, Oregon City’s economy is vibrant, diversified, and resilient. Oregon City is a thriving town where residents live, work and play while having access to the amenities of the greater metro region. A robust economy creates upward mobility and living-wage jobs. Businesses of all sizes flourish in a progressive environment, and thriving commercial and industrial districts are enhanced by partnerships with educational institutions. A strong tourism industry celebrates the Willamette Falls and Landings Heritage Area and provides economic opportunities for the community. Visitors come to Oregon City to experience the town’s historic and cultural attractions, and enjoy community events, the lively downtown and local dining and shopping throughout the City. Good jobs are balanced with a variety of diverse housing choices that ensures residents have more options to remain in their neighborhoods and be near family, friends, caregivers, and services. Affordable childcare and youth opportunities allow children growing up in Oregon City to stay and thrive. Residents can age in place and meet their housing needs through different stages of life, and our houseless neighbors find shelter, services and jobs in a strong and supportive economy.



CONNECTED
INFRASTRUCTURE

By 2040, Oregon City residents are connected physically and digitally. In the same way the Municipal Elevator ties neighborhoods together within the city, Oregon City connects people to places through a network of safe and convenient streets, sidewalks, bike paths and multi-use trails. Public transit facilities bring residents and visitors to their destinations efficiently, and community members of all ages and abilities can walk, bike and roll safely between school, work, play and home. A culture of equity, coordination, thoughtful planning and fiscal responsibility guide growth and development while preserving our small-town feel. Infrastructure and utilities such as water, sewer and stormwater are maintained and improved in established neighborhoods and strategically planned in developing areas. Access to state-of-the-art communication infrastructure closes the digital divide, strengthening education and engagement, and provides a lifeline to emergency services. Oregon City is a collaborative and effective partner that coordinates with neighboring jurisdictions, and regional, statewide and federal agencies to advance transportation, utility and communication infrastructure.



PROTECTED
ENVIRONMENT

By 2040, Oregon City preserves the integrity of its natural resources, and connects people to nature. Oregon City is a leader in protecting the environment and reducing the community's carbon footprint because of the City's ability to adapt and be innovative. A Climate Action Plan guides the City's investments in clean energy, waste reduction, air and water quality. The City promotes an efficient use of land that responds to the town's landscape and topography and weaves natural resources into the fabric of its neighborhoods. The powerful Willamette Falls and clean Willamette and Clackamas Rivers are the jewels of Oregon City, supporting healthy habitats for fish, wildlife and native vegetation. Oregon City is known for its extensive tree canopy and majestic groves, meandering creeks and streams and undisturbed wildlife. A network of accessible trails and greenways connect local parks, waterways and open spaces and inspire residents and visitors to boat, hike, bike, fish and recreate throughout the City.



OC2040 Comprehensive Plan

ANNOTATED TABLE OF CONTENTS | MARCH 2022

OC2040 COMPREHENSIVE PLAN UPDATE PROJECT

OC2040 Annotated Table of Contents

Letter from the Mayor [Comprehensive plans often start with a letter from the Mayor outlining their aspirations for planning over the next decade and their appreciation for the effort undertaken to update the plan.]

I. Introduction		
	What is a comprehensive plan?	General discussion of the content and purpose of a comprehensive plan and how they link back to Oregon statewide planning rules
	How are comprehensive plans used?	Overview of ways in which the comprehensive plan will be used by the City (provides a policy framework for decision-making, provides criteria for discretionary land use reviews, etc.)
	Why are we updating our plan now?	Description of state rules pertaining to periodic updates + additional content specific to Oregon City
II. OC2040 Vision		
	Developing the OC2040 Vision	Overview of the community-driven process that developed the vision statement, including summary of outreach/engagement efforts
	Vision statement	Provide the full OC2040 Vision statement
III. Developing OC2040		
	Overview of the process	Starting where the visioning process left off, describe the process for developing the comp plan content, including summary of outreach/engagement efforts
	Linking the plan to Statewide Planning Goals	Describe how the themed chapters in OC2040 connect back to the applicable Statewide Planning Goals and will ensure compliance with state planning rules
	How to use this document	Brief description of how to access the document, where to find goals and policies

IV. Healthy & Welcoming Community

Background information	Brief introduction and background information about the elements of this chapter (community engagement, historic/cultural resources, civic amenities, health and safety, diversity/equity/inclusion)
Goals & policies	List goals and policies

V. Diverse Economy

Background information	Brief introduction and background information about the elements of this chapter (economic development, housing, urbanization, design and development)
Goals & policies	List goals and policies

VI. Connected Infrastructure

Background information	Brief introduction and background information about the elements of this chapter (transportation, public facilities and services, water/sewer/stormwater, energy)
Goals & policies	List goals and policies

VII. Protected Environment

Background information	Brief introduction and background information about the elements of this chapter (parks and recreation, natural resources, climate change, watersheds/habitat)
Goals & policies	List goals and policies

Appendix

Ancillary documents	A list of documents that have been adopted as stand-alone elements of the comp plan (for example: Transportation System Plan, Stormwater Master Plan, etc.)
Acknowledgements	A list of those who contributed to development of the comp plan
Amendment history log	A place to track comp plan amendments as they occur over time



OC2040: VISION AND COMPREHENSIVE PLAN UPDATE

Matrix of Comprehensive Plan Chapters to Statewide Planning Goals

Comprehensive Plan Chapter	Proposed Topic Areas	Statewide Planning Goals
Healthy & Welcoming Community	Community Engagement	Goal 1: Citizen Involvement
	Historic and Cultural Resources	Goal 5: Scenic and Historic Resources (A)
	Civic Amenities	
	Community Health and Safety	
	Diversity, Equity, Inclusion	
Diverse Economy	Economic Development	Goal 9 Economic Development
	Housing	Goal 10: Housing
	Urbanization	Goal 14: Urbanization
	Design and Development	Goal 2: Land Use Planning
Connected Infrastructure	Transportation	Goal 12: Transportation
	Public Facilities and Services	Goal 11: Public Facilities and Services
	Water, Sewer, Stormwater, Utilities	
	Energy	Goal 13: Energy Conservation
Protected Environment	Parks and Recreation	Goal 8: Recreational Needs
	Natural Resources	Goal 5: Natural Resources and Open Space (B) Goal 15: Willamette River Greenway
	Natural Hazards	Goal 7: Natural Hazards
	Watersheds, Habitat	Goal 6: Air, Water and Land Resource Quality

Statewide Planning Goals not applicable in Oregon City: Goal 3 Agricultural Lands, Goal 4 Forest Lands, Goals 16-19 related to coastal resources

April 21, 2021



City Commission Work Session – Draft Goals + Policies

APRIL 2022

OC2040 COMPREHENSIVE PLAN UPDATE PROJECT

The 2004 Oregon City Comprehensive Plan was the first major revision of the City's Comprehensive Plan since 1982. The plan was founded on a framework of principles intended to comply with state land use planning laws and, more importantly, to ensure protection of Oregon City's quality of life and social and economic vitality. Those founding principles were:

- Promote sustainability and sustainable development
- Contain urban development
- Promote redevelopment
- Protect natural resources
- Foster economic vitality
- Provide efficient and cost-effective services
- Ensure a sense of history and place

The 2004 Plan contains 65 goals and 289 policies organized into 15 chapters (each chapter corresponds with an Oregon Statewide Planning Goal). For the last 17 years, the 2004 Plan has served as the overarching guide for all aspects of land use and transportation decision-making in Oregon City. **This OC2040 Comprehensive Plan Update project provides an opportunity for Oregon City to review and renew its plan for the future, using the 2004 Plan and its founding principles as a base upon which to build new ideas.**

It's important to understand that one objective for this OC2040 update is to streamline the Comprehensive Plan and make it a more intuitive and user-friendly document. Comprehensive plans are intended to be high-level policy documents that guide city decisions and work plans. Part of City staff's approach for this update is to reduce the overall "bulk" of the document by keeping goals and policies at a higher level and removing short-term implementation measures that are not conducive to a 20-year planning horizon. This ensures the Comprehensive Plan can be implemented through development of more specific and targeted action plans, projects and programs directed by City Commission.

The OC2040 Comprehensive Plan will be organized differently than the 2004 Plan. Whereas the current plan is organized by statewide planning goal, the OC2040 Plan will be organized around four key themes that emerged from community outreach for this process, and serve as the framework for the new Oregon City 2040 Vision Statement:

1. Healthy and Welcoming Communities
2. Diverse Economy
3. Connected Infrastructure
4. Protected Environment

Each theme represents a chapter in the new OC2040 Plan; each chapter will contain brief background information along with 3-4 broad goals and a set of 4-8 policy statements per goal. Goals and policies are intended to support the Community Vision, which was developed through significant outreach and engagement with Oregon City residents and businesses over the course of a year.

When developing goal and policy concepts, an iterative, open, and transparent process ensured community priorities were captured through four Comprehensive Plan Summits, online surveys, and multiple meetings with the Project Advisory Team (PAT) to review, vet and refine the concepts. New and revised goals and policies were also supported through a review of the existing Comprehensive Plan goals and policies, review of best practices, and input from City staff. **Feedback from PAT members was particularly important to development of draft goals and policies; they have been involved with this project for more than 16 months and represent a diverse set of community interests.** We have also reviewed draft goal and policy language at two work sessions with the Planning Commission and one prior work session with the City Commission.

The purpose of this worksession is to review the draft goals and policies and discuss potential redlines to the draft language based on Commissioners' input.

Thank you for taking the time to review this material – we look forward to a productive conversation on April 12th.



- ✓ Community Engagement
- ✓ Historic and Cultural Resources
- ✓ Civic Amenities
- ✓ Community Health and Safety
- ✓ Diversity, Equity, Inclusion

Goal 1

Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand *city government processes, including land use planning and participate meaningfully in land use decisions that impact their communities.*

StrategiesPolicies:

- Support the Citizen Involvement Committee (CIC) **and Neighborhood Associations** to engage and educate Oregon City community members in land use planning.
- Actively seek input from a diverse range of participants and enhance engagement opportunities for community members with barriers (language, disability, income, age, technology) through services and methods that bolster inclusive participation.
- Seek opportunities to develop and enhance relationships with community-based organizations (CBOs) who are working in Oregon City and the larger region.
- Explore Create and utilize** innovative forms of communication technology to enhance the City's public engagement efforts.
- Provide on-going education to the community regarding land use projects and processes and ensure clear communication about when and how to be involved at key points in the process.
- Include **liaisons representatives from** nearby communities in public engagement efforts, where appropriate, to provide an outside perspective to Oregon City land use planning.

Goal 2

Acknowledge, protect, enhance, and commemorate Oregon City's historic and cultural resources.

Policies:

- Promote the Willamette and Clackamas **±Rivers** as a community benefit for cultural connection and understanding.
- Acknowledge the history of tribal presence in Oregon City and seek opportunities to educate community members and elevate understanding.
- Facilitate historic preservation programs for retention of **quality federal, state, and** locally designated historic districts and sites.
- Identify and protect important cultural resources and historic amenities through programs, interpretive signage, and other means to increase awareness and generate appreciation.
- Provide activities and programs for residents and visitors that weave together **education, recreation, and** historic and cultural resources, **education, and recreation.**

Planning Commission note: add language to highlight "modern" cultural resources, diversity of cultural and historic resources, recognize value of future resources

Goal 3

Strengthen health and livability across all Oregon City neighborhoods by creating places that feel safe and comfortable with convenient access to community services.

Policies:

- Support the City's network of community-based organizations, programs, and centers that provide services for Oregon City residents.
- Improve equitable access to **comprehensive** health care for all residents through cross-sector partnerships and coordination with service providers.
- Provide opportunities for learning and civic engagement **at for** all ages through City services and partnerships with local schools.
- Support **access-to and promote availability of** affordable healthy food for all Oregon City neighborhoods.
- Build and enhance partnerships between police, government agencies, **local councils, and** neighborhoods, **and civic/business organizations** to enhance community safety and positive health outcomes.
- Pursue-Support** services and programs that **support serve** Oregon City's **houseless unhoused** residents in meeting daily needs while offering stable and lasting solutions. **(Question: are we going to create these programs or just support them?)**

Integrate diversity, equity, and inclusion (DEI) best practices when evaluating ~~all city functions, including~~ land use policies, programs, and regulations.

Policies:

- a. Implement DEI practices in City business and operations, and when evaluating and selecting public improvement projects.
- b. ~~Ensure housing policies and regulations increase home ownership and rental opportunities for all household sizes, types, and incomes.~~
Ensure opportunities for home ownership and rental availability for all household sizes, types and incomes through housing policies and regulations.
- c. Establish land uses that promote a balance of jobs and housing across Oregon City to strengthen access to employment and reduce barriers. ~~for historically disinvested communities.~~

Planning Commission note: Consider adding policy language specific to civic amenities – increase, enhance, etc.



- ✓ Economic Development
- ✓ Housing
- ✓ Urbanization
- ✓ Design and Development

Goal 1

Provide ~~opportunity~~ opportunities for a ~~diversity~~ variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.

Policies:

- a. Regularly update City-wide economic studies to guide development of strategies and policies that improve economic health and resiliency.
- b. Ensure a suitable amount of land is dedicated to employment uses.
- c. ~~Support small and local businesses as well as retention and recruitment of medium to large sized businesses.~~ Support retention and expansion of local businesses as well as recruitment of new businesses.
- d. ~~Provide~~ Enhance fair and equitable opportunities to compete for city contracts ~~regardless of business owner ethnicity, gender, disability, or firm size for all businesses.~~
- e. Create and maintain cooperative partnerships with other public agencies and private business groups interested in promoting economic development.
- f. Promote the city's destinations, natural resources, and ~~historic and~~ cultural amenities to grow the tourism industry.
- g. Support a healthy and balanced workforce ~~through a variety of programs and policies, including affordable childcare options. by providing affordable childcare opportunities.~~

Goal 2

Provide housing options, including both rental and ownership opportunities, that are attainable for the full ~~diversity~~ range of Oregon City households.

Policies:

- a. Plan for housing supply that supports and implements the recommendations of the current Housing Needs Analysis.
- b. Ensure that land use designations and zoning code provisions allow ~~and encourage~~ a wide range of housing types.
- c. Support retention of existing homes and opportunities for community members to "age in place".
- d. ~~Provide for~~ Support and encourage transit-oriented development opportunities.
- e. ~~Prioritize and support~~ Support development of subsidized ~~and~~ affordable housing. (Question: is the city doing this?)

Goal 3

Guide growth and development in a manner that implements the City's 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.

Policies:

- a. Promote efficient use of land and public infrastructure and plan for appropriate infill development, redevelopment, and new development.
- b. Promote development of ~~complete~~ walkable neighborhoods to reduce transportation demand and enhance localized access to community services and amenities.
- c. Designate land uses in a manner that balances opportunities for housing and jobs and ensures development is consistent and compatible with the community's needs and resources.

Goal 4

Encourage ~~and support~~ new development that incorporates sustainability and livability principles in site design and building construction.

Policies:

- a. Promote best practices for integrating residential infill development into the fabric of existing neighborhoods.
- b. Incorporate resource efficiency and sustainability in the built environment by emphasizing energy-saving features and practices in construction and development regulations.
- c. Utilize urban design principles that create livable and attractive public spaces that are reflective of Oregon City's community vision.
- d. ~~Explore~~ Support and promote site and building design alternatives that balance high-quality and durable construction with affordability.



- ✓ **Transportation**
- ✓ **Public Facilities and Services**
- ✓ **Water, Sewer, Stormwater, Utilities**
- ✓ **Energy**

Goal 1

Provide a safe, comfortable, and accessible transportation network that ~~equitably~~ (Is equitably the right word?) serves all modes of travel, including non-motorized modes.

Policies:

- a. Plan for and develop high levels (~~define high levels?~~) of multi-modal connectivity throughout Oregon City, with an emphasis on access to community services, amenities, and key points of interest.
- b. Reduce Oregon City's carbon footprint by supporting and emphasizing ~~active transportation~~ non-motorized modes.
- c. Promote safety by implementing street design that equally considers and serves non-motorized and motorized users.
- d. Prioritize transportation improvements in underserved, ~~low-income~~ neighborhoods.
- e. Support opportunities for safe, affordable, and accessible transit service, including regional efforts to expand public transportation networks.
- f. ~~Explore~~ **Improve** public parking programs and transportation demand management in downtown Oregon City **while managing impacts to adjacent residential areas.**

Planning Commission note: Consider exploring options for better connections to downtown Portland (this could be added to the implementation matrix for the next TSP update)

Goal 2

Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.

Policies:

- a. Regularly update **all** City infrastructure and utility master plans.
- b. Adjust system development charges to ensure the benefit of new development is captured while impacts to the system are proportionally shared. **Planning Commission note: add or revise language specific to affordable/missing middle housing/housing options (this could be added to the implementation matrix – housing production strategy)**
- c. Prioritize public infrastructure investments in **underserved** areas. ~~that are historically underserved.~~
- d. Increase resiliency to climate change and natural hazard events in public utility infrastructure.
- e. Coordinate City-wide communication and outreach efforts around utility rates and other operational changes.
- f. Support public-private partnerships to expand publicly available highspeed internet service City-wide.

Goal 3

Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.

Policies:

- a. Seek and support opportunities to increase access to digital communications for all Oregon City residents and businesses.
- b. Maintain a high level of police ~~and fire~~ protection and enhance service in ~~underserved areas.~~ **all areas of the city.**
- c. Support and promote emergency preparedness and climate change resiliency efforts and programs.
- d. Coordinate with service providers to ensure high levels of public utility and infrastructure service.
- e. Ensure adequate funding to pay for public facilities and services.

Goal 4

Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operation, and management.

Item 1.

Policies:

- a. Identify and seek opportunities for sustainable practices in management and operation of public facilities and services.
- b. Continue to implement green, sustainable, and low impact approaches to stormwater management.
- c. Prioritize green street design in new development and redevelopment.
- d. Coordinate infrastructure to support the development of climate-friendly and equitable communities neighborhoods.
- e. Support opportunities to increase densities near activity and transit centers.



PROTECTED
ENVIRONMENT

- ✓ Parks and Recreation
- ✓ Natural Resources
- ✓ Climate Change
- ✓ Watersheds, Habitat

Goal 1

Provide and maintain a comprehensive system of parks, trails, *natural resource areas*, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and visual quality of the community, and encourages healthy living.

Policies:

- a. Provide additional parklands to adequately serve the City's current and estimated future population based on adopted service levels and community needs.
- b. Provide equitable distribution of parks and trails across the City by prioritizing park and trail development in underserved neighborhoods and high-density developments.
- c. Provide a network of signage and trails to enhance connections within parks, and between parks, neighborhoods, and public amenities.
- d. Reduce barriers to park use and improve safety and accessibility of parks resources for all users, regardless of ability, comfort level, or *native* language.

Goal 2

Conserve, protect, and enhance the function, health, and diversity of the City's natural resources and ecosystems.

Policies:

- a. Implement site development and design practices that incorporate natural ecosystem enhancement, minimize impacts on natural resources, and avoid degradation or loss of wetlands, watershed, and habitat.
- b. Bolster efforts to reduce landfill demand through re-use, recycling, and composting methods.
- c. Protect and enhance the urban forest tree canopy.
- d. Support water conservation *and storm water management* efforts within the Willamette Basin.
- e. Promote outdoor lighting that is designed to reduce the negative impacts of light pollution.
- f. Support programs and methods that will improve air quality in Oregon City.
- g. Protect the Clackamas and Willamette Rivers and *their tributaries including* Newell Creek as the centerpieces of Oregon City's natural environment.
- h. Establish, restore, and maintain a network of connected wildlife habitat corridors.

Goal 3

Ensure the safety of residents and property by supporting plans, programs, and investments that *aid in rapid response and recovery and minimize the impacts of the future risk of natural hazard events and aid in rapid response and recovery.*

Policies:

- a. Utilize public-private partnerships to educate residents on the importance of community hazard planning and resilience.
- b. Restrict development in unsafe areas and where development would increase hazard impacts, such as steep slopes, landslides, wetlands, streams, and floodplains.
- c. Invest in retrofits and infrastructure redundancies to ~~reduce~~ *minimize* service losses during an extreme weather or natural hazard event.
- d. Prioritize restoration of critical services following a natural hazard event.
- e. Collaborate with adjacent jurisdictions to coordinate emergency communication systems and distribution of resources in the event of an emergency or natural disaster.



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: 04/12/2022

SUBJECT:

Presentation Regarding FCS Rate/SDC Benchmarking Study

STAFF RECOMMENDATION:

As it relates to City Commission Goals, this is a follow-up presentation reviewing the FCS Group comparisons and findings of SDCs and utility rates in Oregon City and across 18 other agencies previously chosen by the City Commission.

EXECUTIVE SUMMARY:

Presentation providing a detailed review and comparison of new system development charges and monthly utility rates for 19 cities (including Oregon City) selected by similar population and proximity. The benchmarking work surveyed comparables for five different utilities including water, wastewater, stormwater, transportation, and public safety. In addition to the above SDCs, the benchmarking also included information on Parks SDCs.

BACKGROUND:

At the January 2021 Goal-Setting Retreat, City Commission identified *Goal 2: Invest in current and future capital needs for safe, sustainable infrastructure and City services*. To help implement this goal, the City Commission approved a contract with FCS Group to undertake the work items included in *Goal 2 Strategy 3: Review SDCs and utility rates to strike a balance between SDCs and rates*. In order to realize this goal, the staff were asked to prepare a comprehensive review of Oregon City's Water and Stormwater System Development Charges (SDCs) and utility rates.

A contract with FCS Group was executed in October 2021. The Scope of Work is included with the attached contract. The work includes a third-party analysis of SDC charges and utility rates in Oregon City and throughout the region and state. The City Commission provided specific direction on which cities were to be included in the study as well as the specific commercial uses included in the SDC comparison.

While Goal 2 Strategy 3 only included Water and Stormwater SDCs, the analysis by FCS included all City utility services impacting Oregon City's residents and businesses: Water, Wastewater, Stormwater, Transportation, and Parks SDCs.

FCS has assembled their findings and comparative analysis into a lengthy presentation slide show (attached). This same information will be discussed and presented to the City Commission for further direction.

OPTIONS:

1. For information only – no approval is required, but further direction on how the City Commission would like to see this information used would be appropriate.



Utility Rate and SDC Benchmarking Survey

Item 2.

**Presented by
John Ghilarducci**

April 12, 2022



Benchmarking Background

- **18 other cities were included in the study**
 - » Selected by similar population and proximity
- **5 different utilities were surveyed**
 - » Water, Wastewater, Stormwater, Transportation, and Public Safety
- **5 different SDCs were surveyed**
 - » Water, Wastewater, Stormwater, Transportation, and Parks

Category	Single-Family	General Office	Quality Restaurant	Discount Store	Hotel	Industry
Meter	5/8"	4"	1"	3"	4"	1"
Water Use	7 ccf	23 ccf	33 ccf	278 ccf	306 ccf	17 ccf
Total Area (S.F.)	10,454	555,390	10,890	871,200	63,162	87,120



Comparables

Item 2.

City	Population	Average Home Price	Median Household Income
Albany	56,472	\$401,000	\$60,624
Beaverton	97,494	\$539,699	\$73,260
Forest Grove	26,225	\$507,891	\$64,172
Gladstone	12,017	\$506,561	\$64,045
Grants Pass	39,189	\$416,812	\$44,185
Happy Valley	23,733	\$687,471	\$125,676
Hillsboro	106,447	\$523,509	\$86,038
Keizer	39,376	\$423,606	\$64,638
Lake Oswego	40,731	\$859,058	\$108,927
McMinnville	34,319	\$458,044	\$54,254
Milwaukie	21,119	\$513,132	\$61,902
Oregon City	37,572	\$587,060	\$76,149
Redmond	33,274	\$503,086	\$65,088
Sherwood	20,450	\$627,108	\$103,512
Tigard	54,539	\$608,694	\$79,809
Tualatin	27,942	\$642,352	\$85,772
West Linn	27,373	\$738,231	\$111,042
Wilsonville	26,664	\$616,135	\$72,312
Woodburn	26,013	\$402,306	\$50,093

Utility Rates



Oregon City Monthly Utility Rates

Utility	Residential		Commercial	
	<u>Fixed</u>	<u>Variable</u>	<u>Rate</u>	<u>Type</u>
Water	\$18.08	\$3.08	Fixed + Variable	\$3.08 per ccf + Fixed charge by Meter Size
Wastewater	\$61.19	-	\$6.12	Per ccf
Stormwater	\$11.72	-	\$11.72	Per ERU
Transportation	\$14.63	-	\$0.25	ADT
Public Safety	\$6.50	-	-	-

Note: Wastewater service shown includes underlying WES charge for residential and commercial



Number of Rate Comparisons

Item 2.

Utility	Monthly Charge	No Charge
Water	19	0
Wastewater	19	0
Stormwater	17	2
Transportation	10	9
Public Safety	3	16



Oregon City SDCs

Item 2.

Utility	Single-Family	Commercial
Water	\$12,643	Meter Size
Wastewater	\$10,801	ERU
Stormwater	\$1,070	ERU
Transportation	\$12,569	Trip Generation
Parks	\$6,905	Employee

Note: Charges shown include underlying regional SDCs for the water (SFWB) and wastewater (WES) services



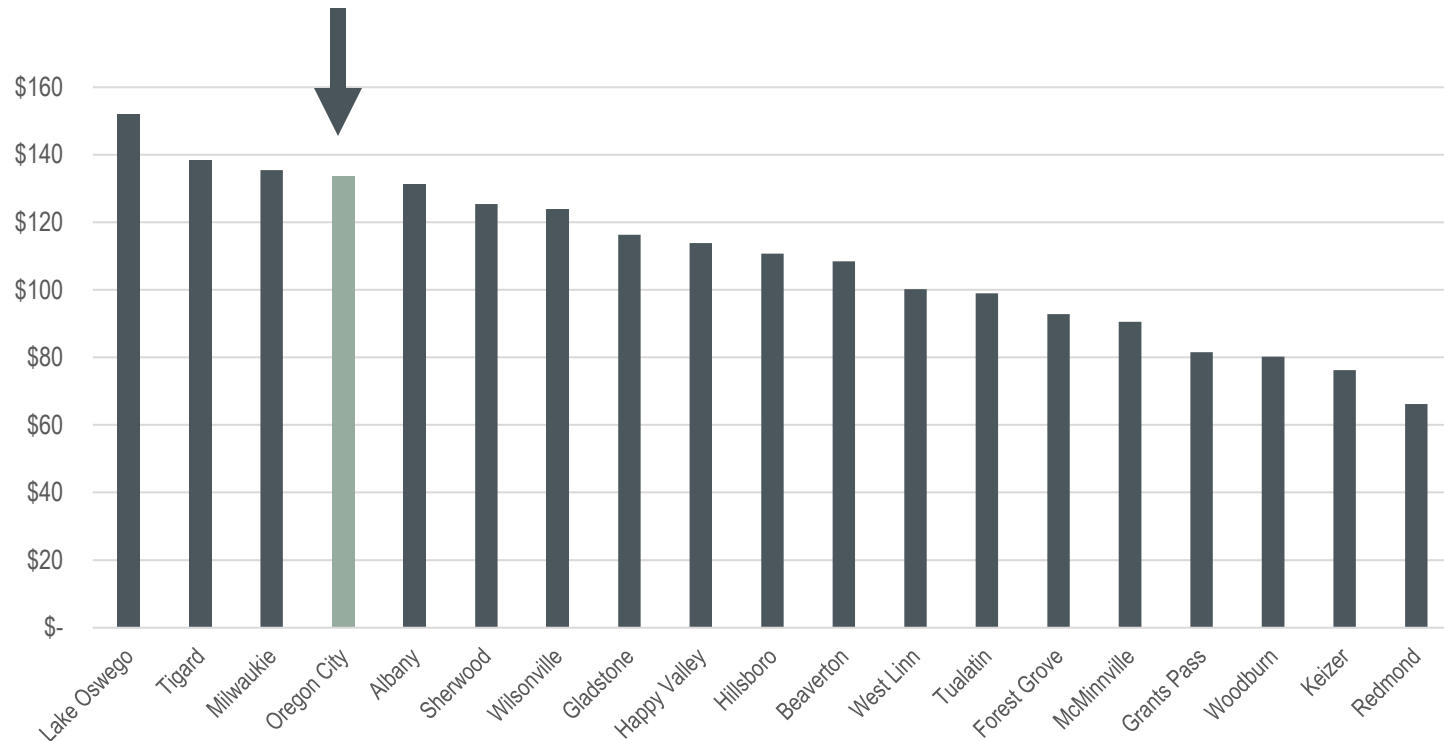
Number of SDC Comparisons

Item 2.

Utility	Charge	No Charge
Water	18	1
Wastewater	19	0
Stormwater	15	4
Transportation	19	0
Parks	19	0



Combined Monthly Utility - Residential

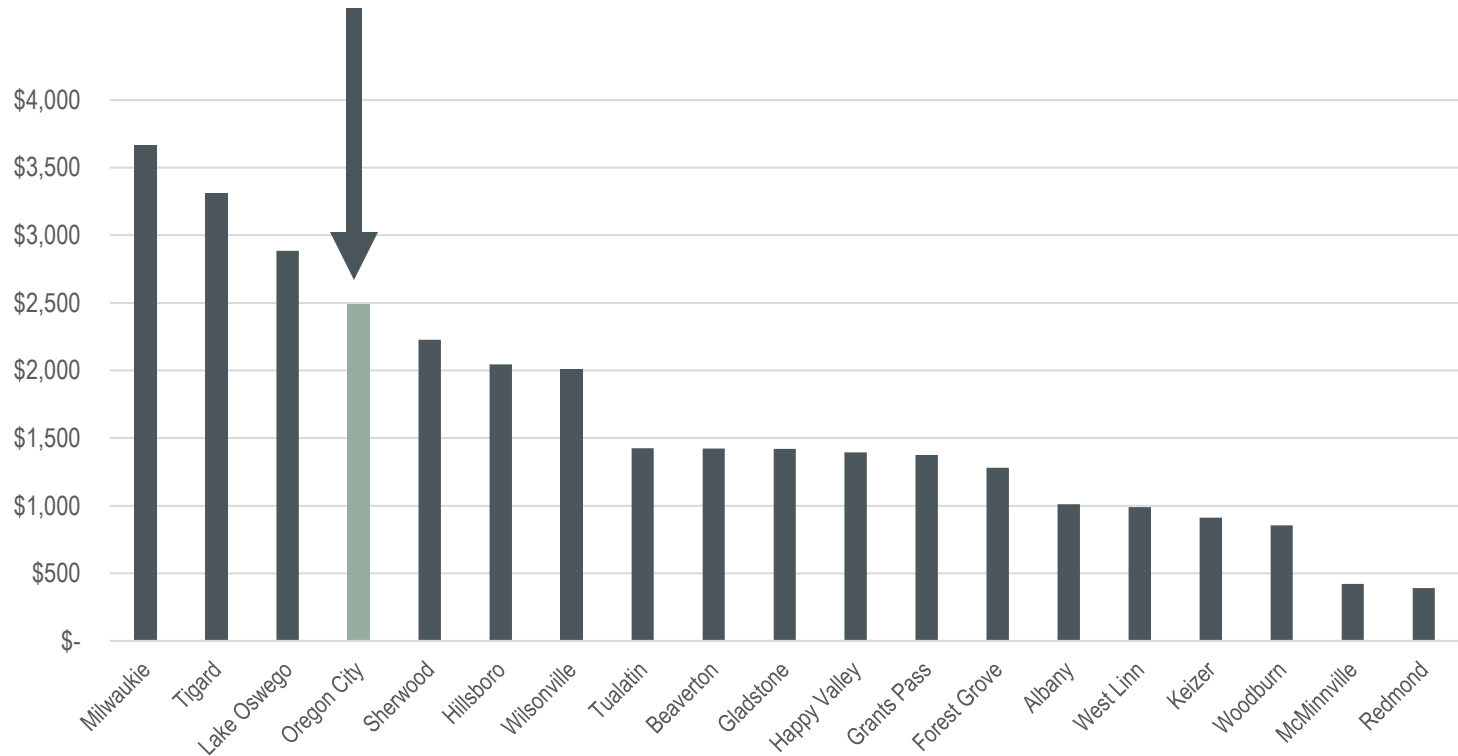


City of Oregon Overall Residential Rank: 16 / 19

Note: Rankings shown are applied from the lowest rates (1st) to the highest rates (19th)



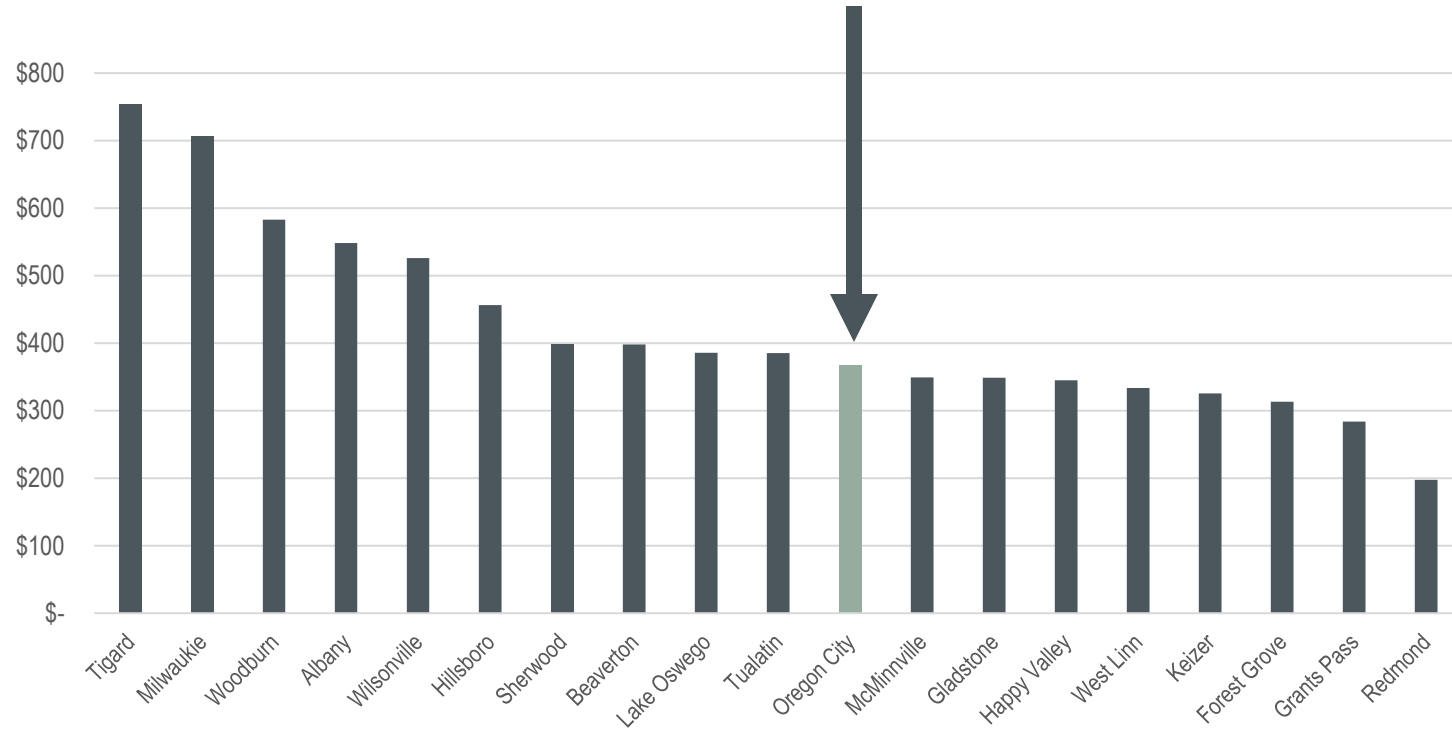
Combined Monthly Utility – Office



City of Oregon Overall General Office Rank: 16 / 19



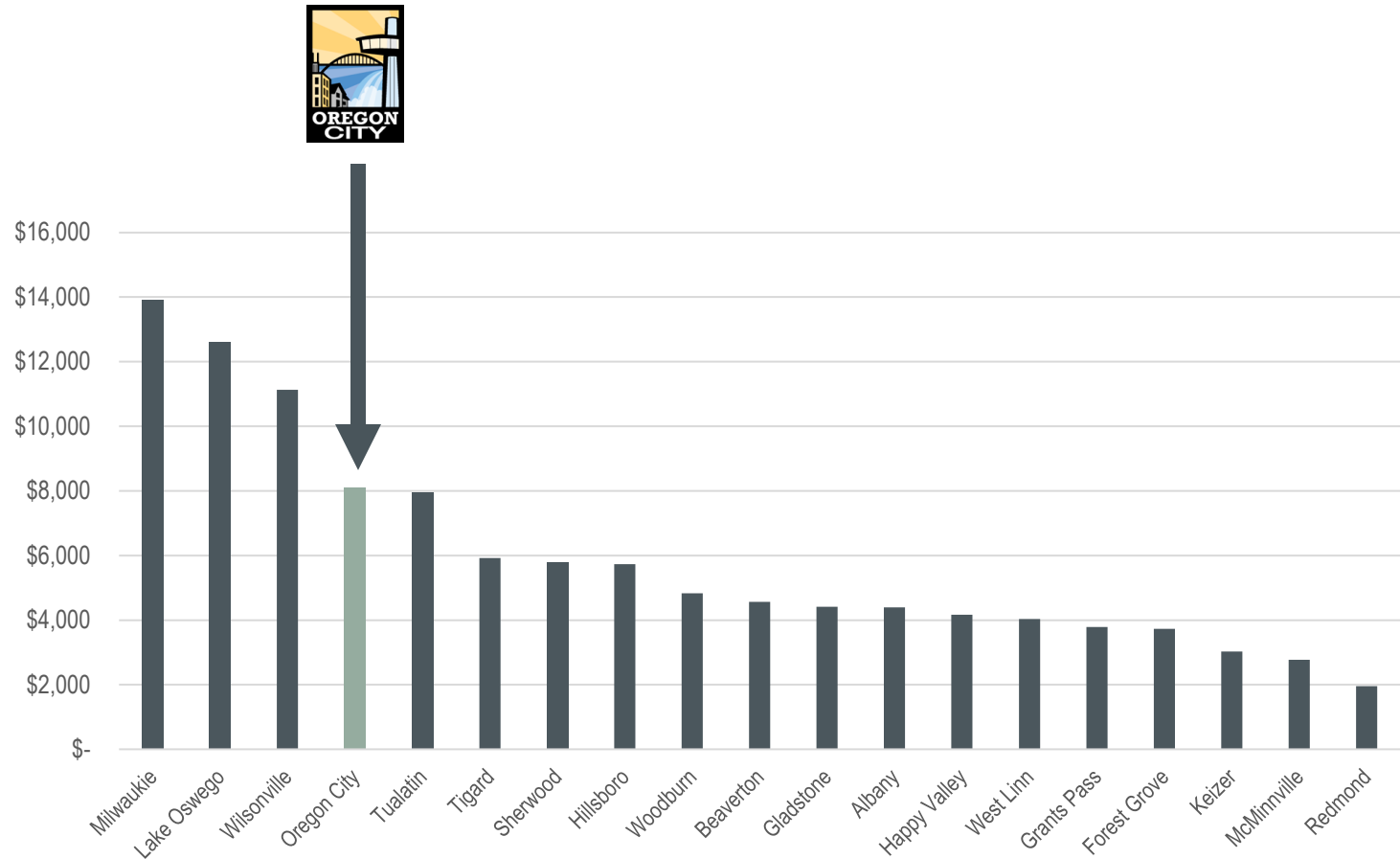
Combined Monthly Utility – Restaurant



City of Oregon Overall Quality Restaurant Rank: 9 / 19



Combined Monthly Utility – Discount Store

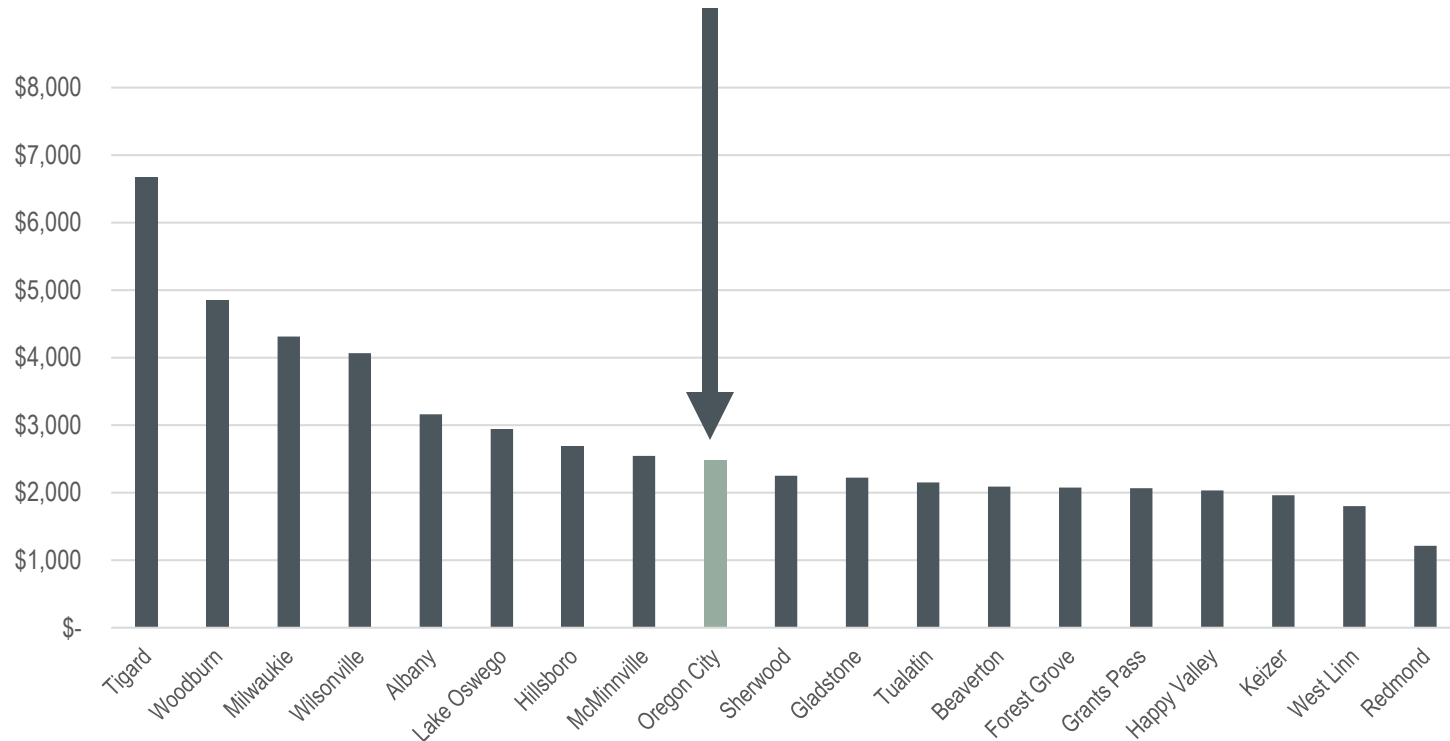


City of Oregon Overall Free-Standing Discount Store Rank: 16 / 19



Combined Monthly Utility - Hotel

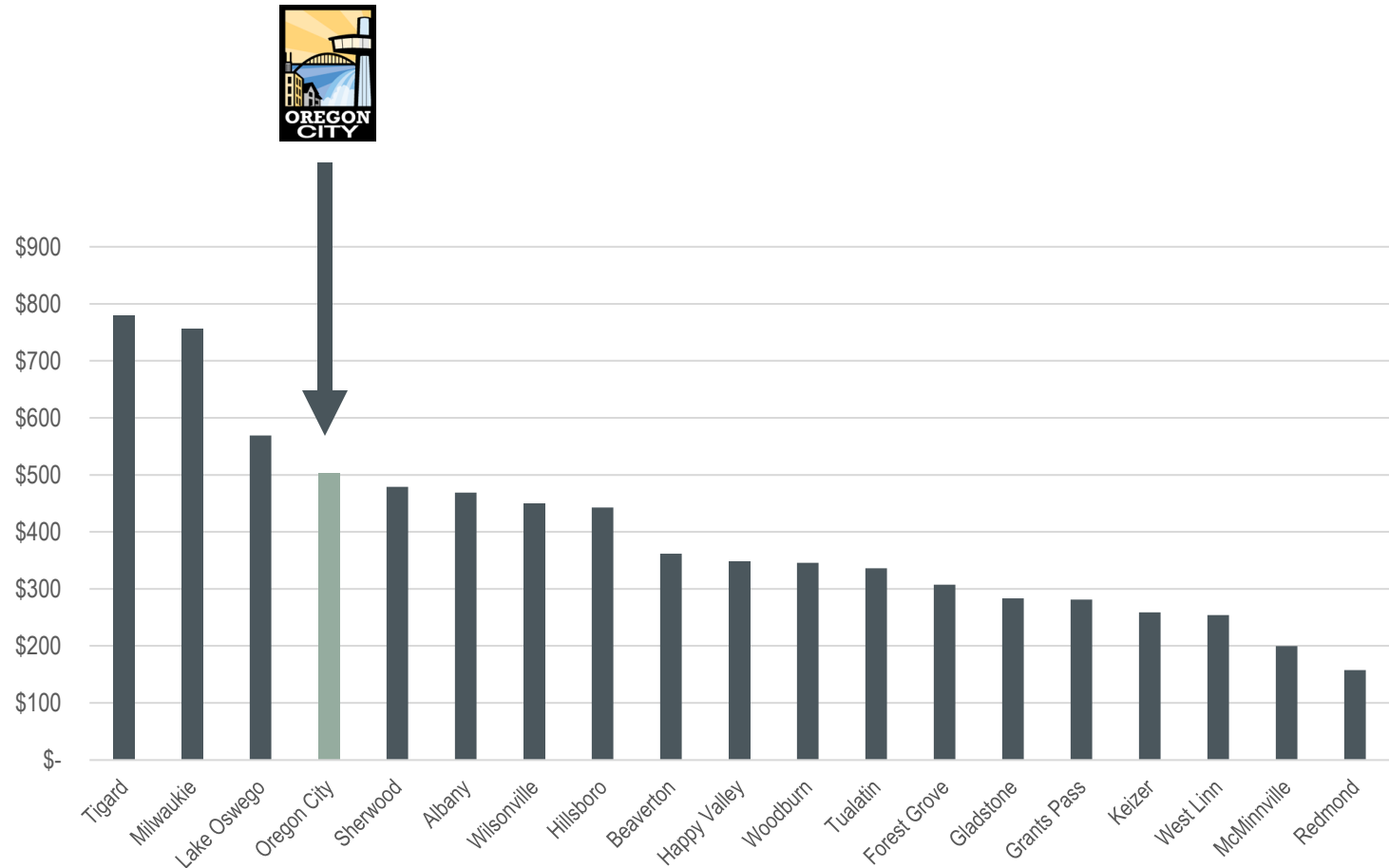
Item 2.



City of Oregon Overall Hotel Rank: 11 / 19



Combined Monthly Utility - Manufacturing

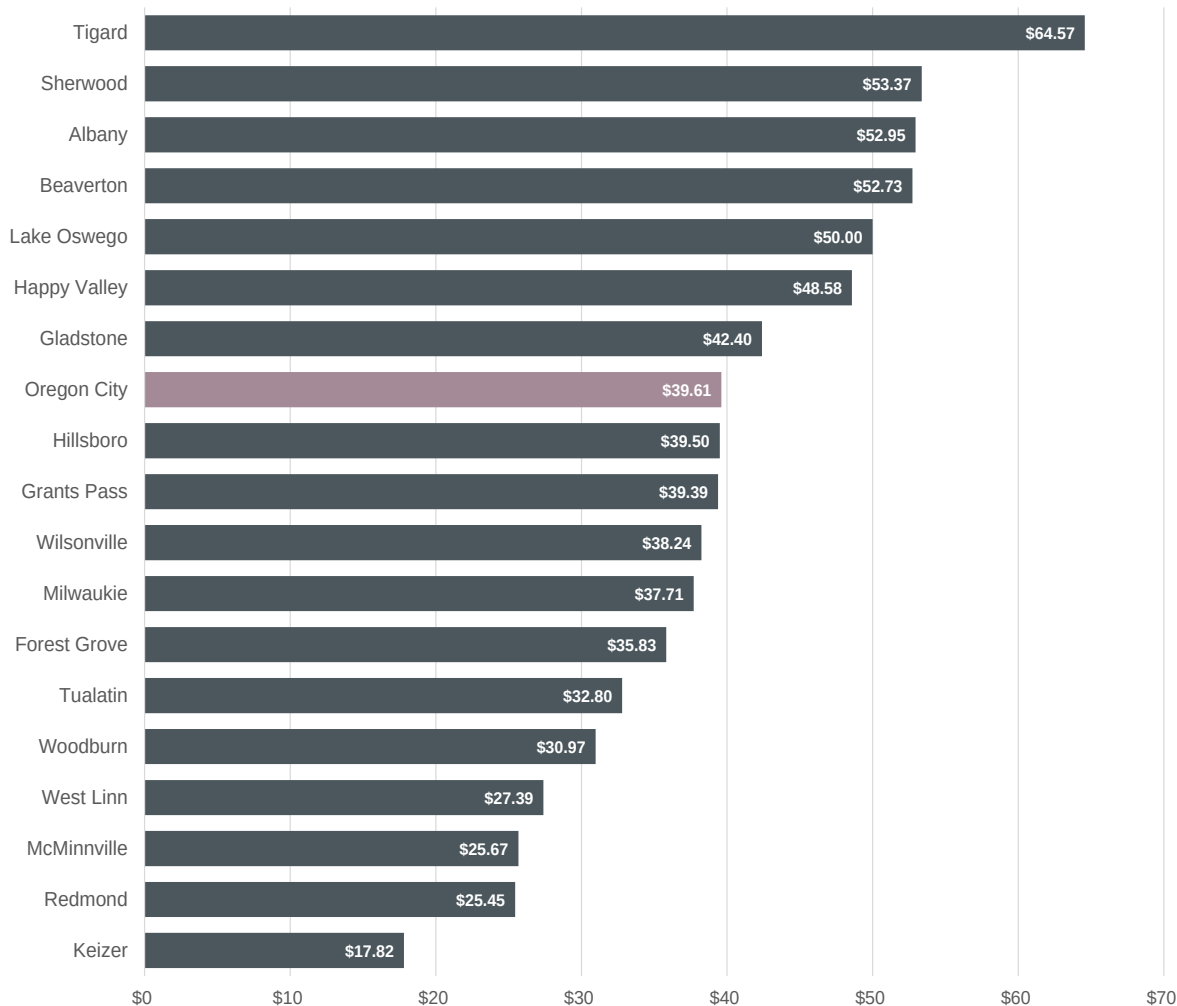


City of Oregon Overall Manufacturing Rank: 16 / 19



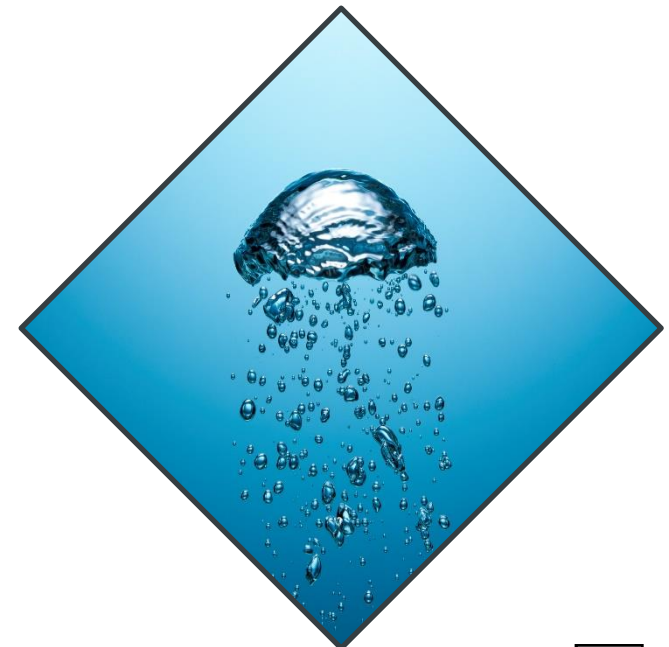
Water Utility - Residential

Item 2.



Single-Family Residential

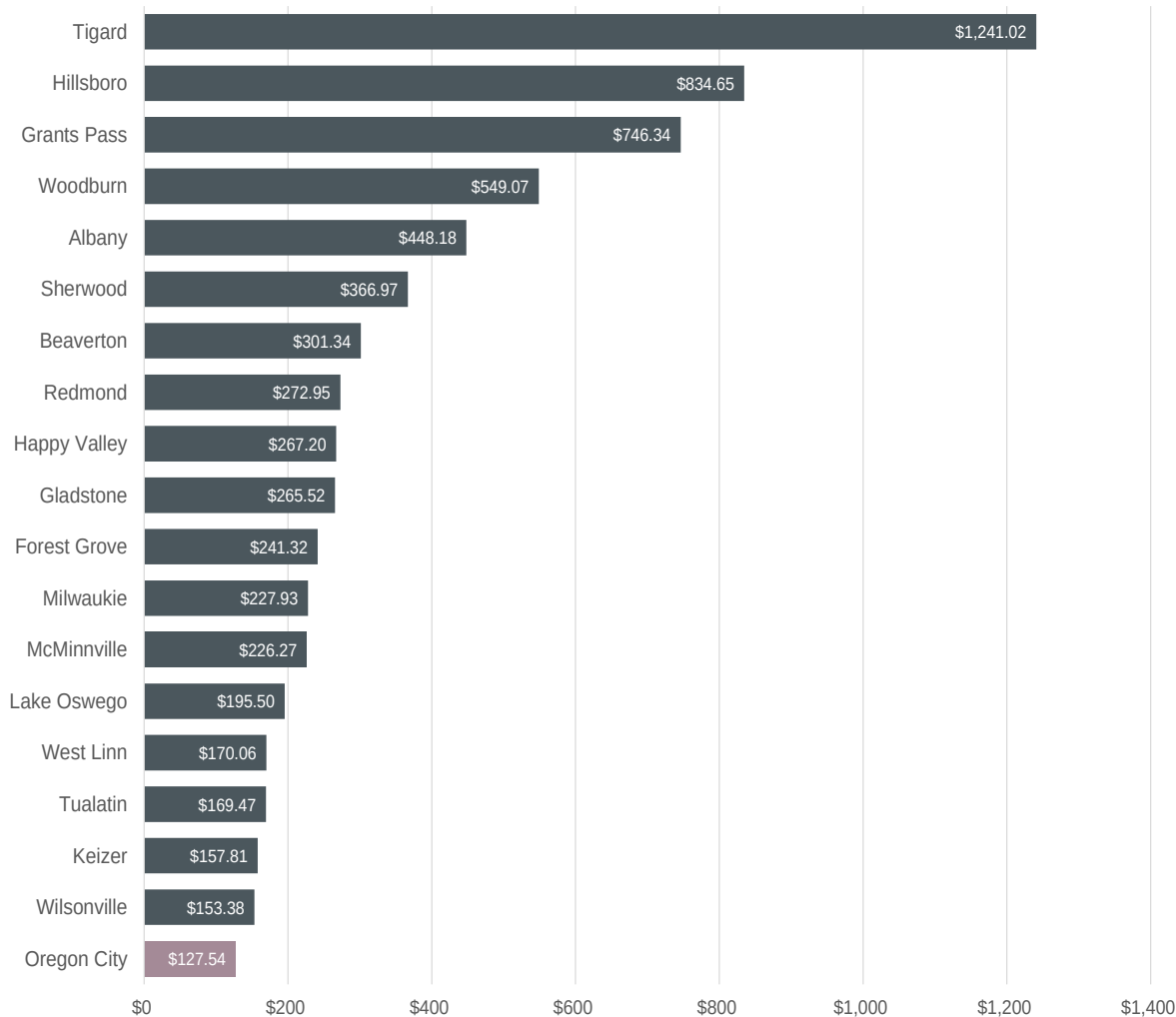
- Oregon City's Rank: 12 / 19
- Assumptions:
 - » 7 ccf / month
 - » 5/8" Pipe





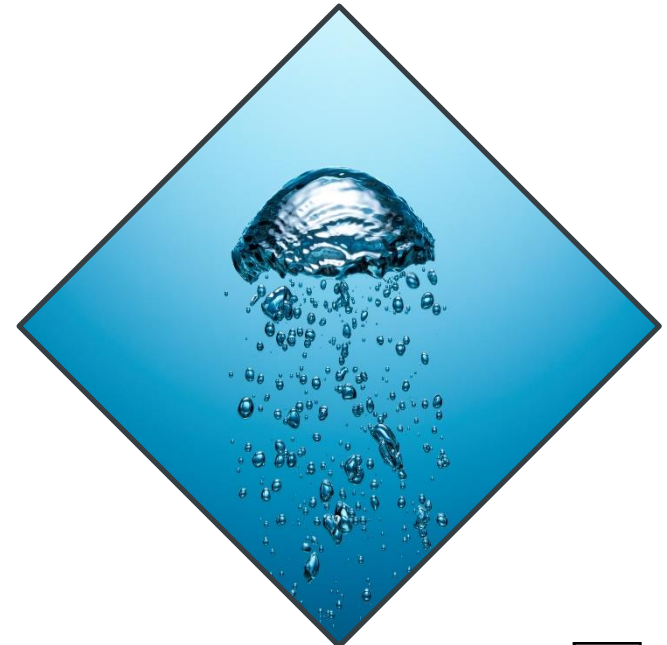
Water Utility – General Office

Item 2.



General Office Building

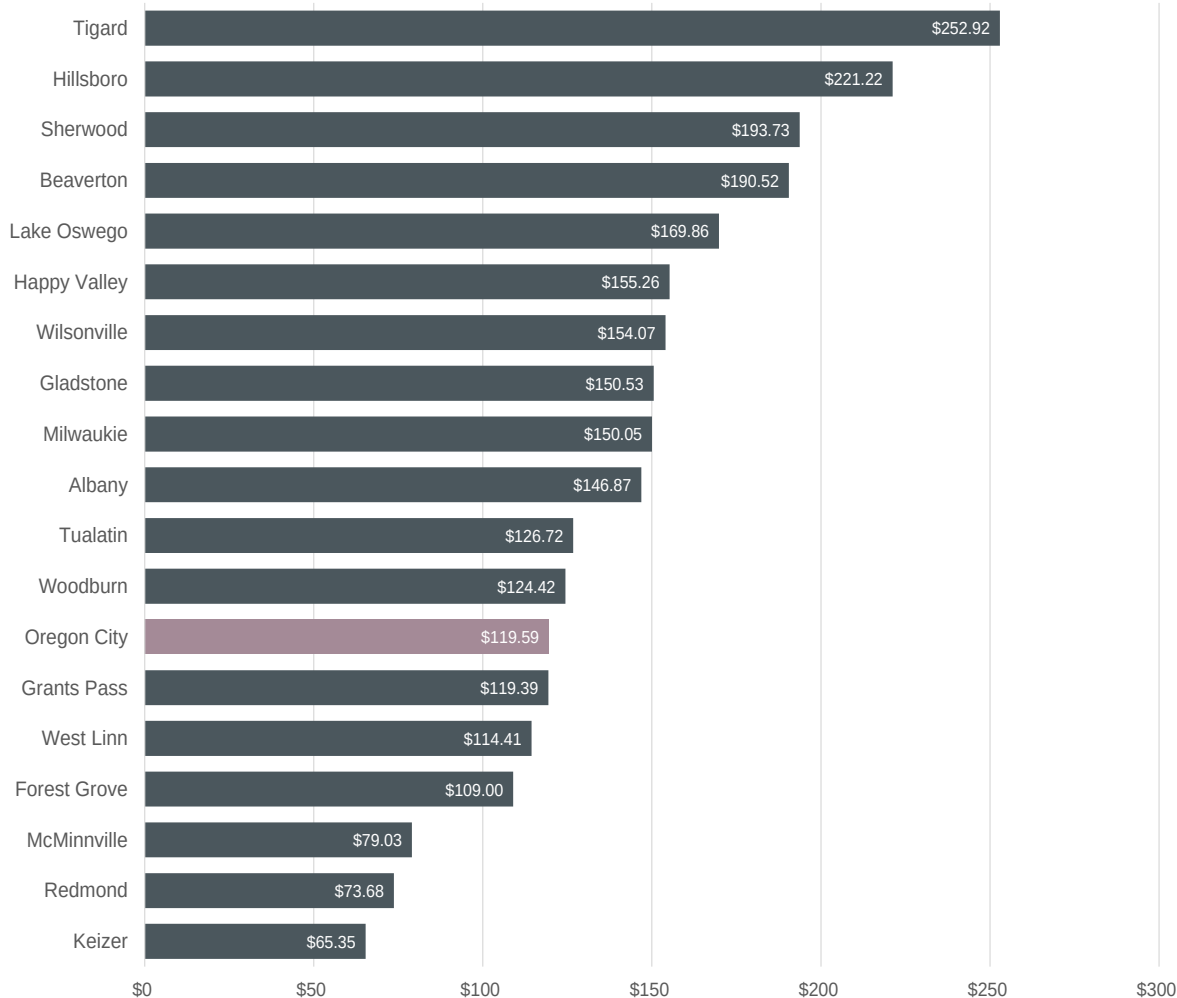
- **Oregon City's Rank: 1 / 19**
- **Assumptions:**
 - » 23 ccf / month
 - » 4" Pipe





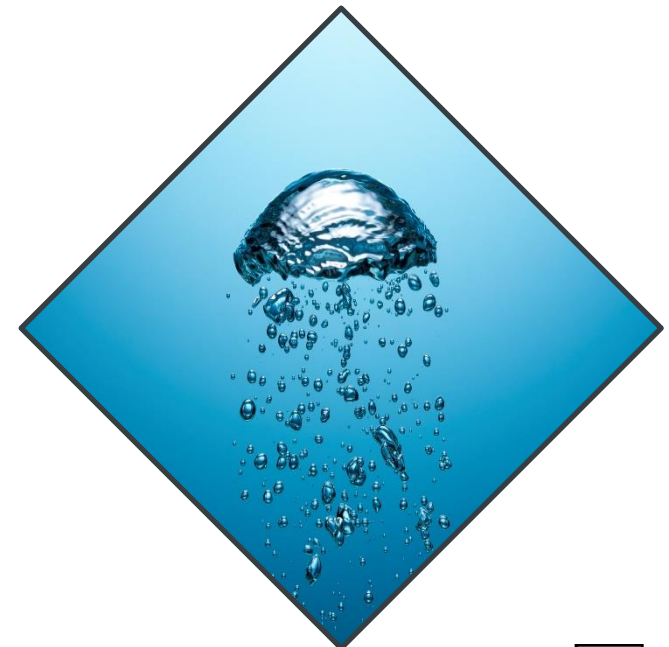
Water Utility – Restaurant

Item 2.



Quality Restaurant

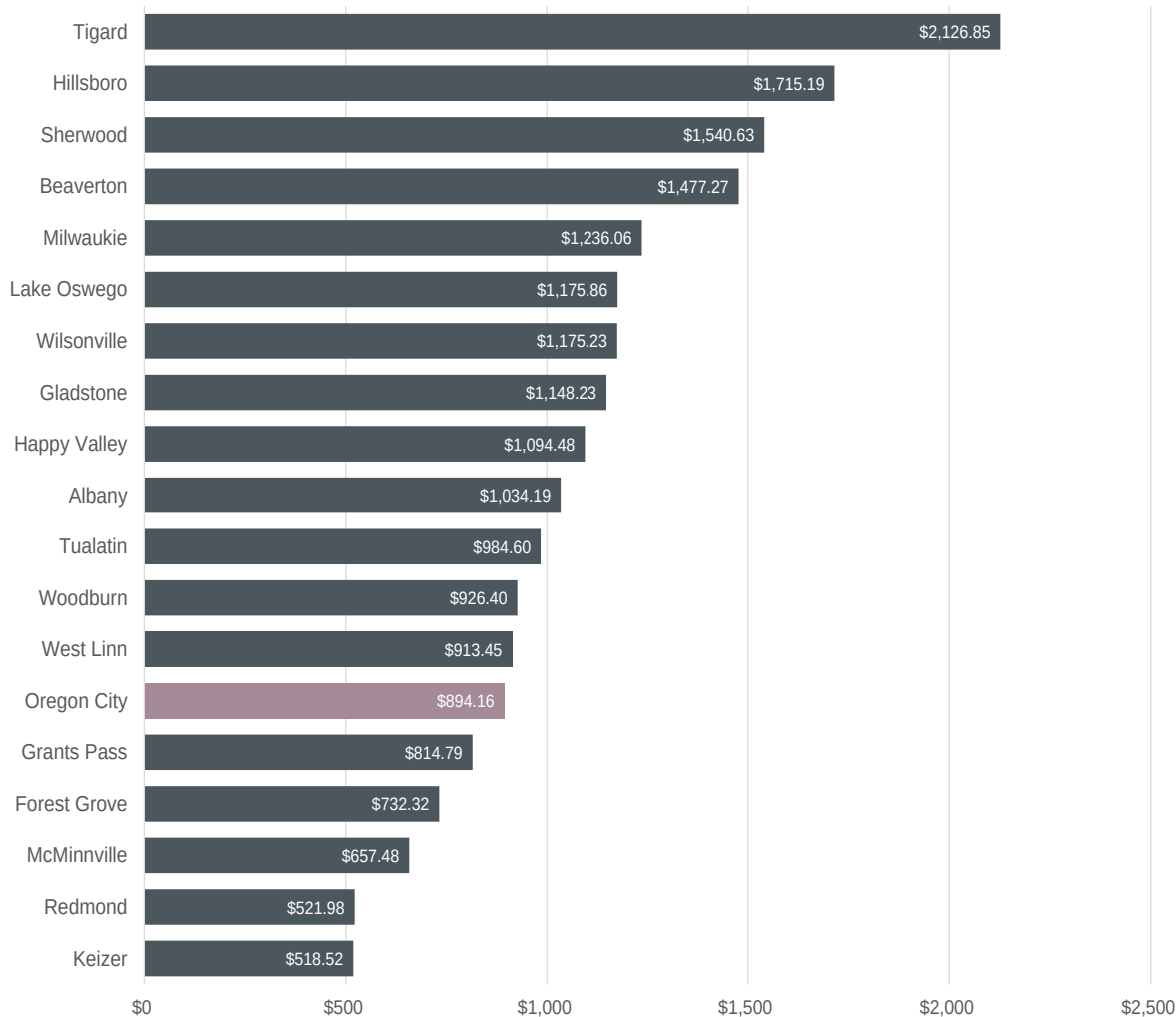
- Oregon City's Rank: 7 / 19
- Assumptions:
 - » 33 ccf / month
 - » 1" Pipe





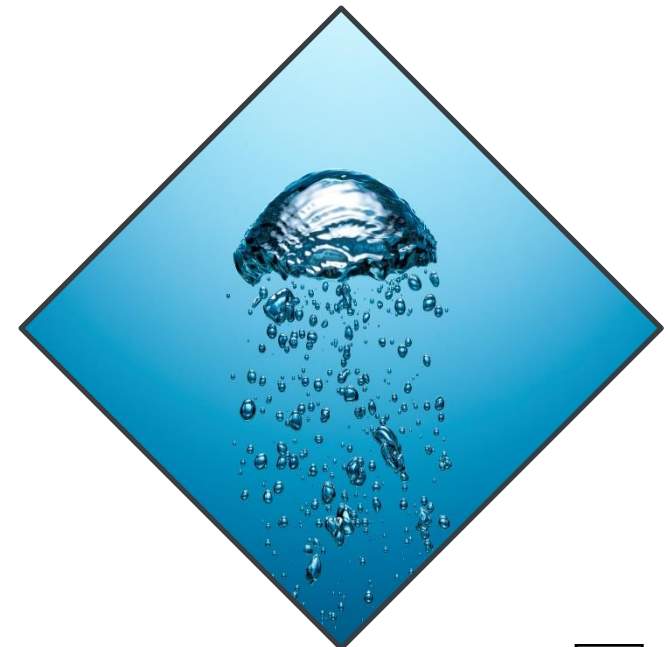
Water Utility – Discount Store

Item 2.



Free-Standing Discount Store

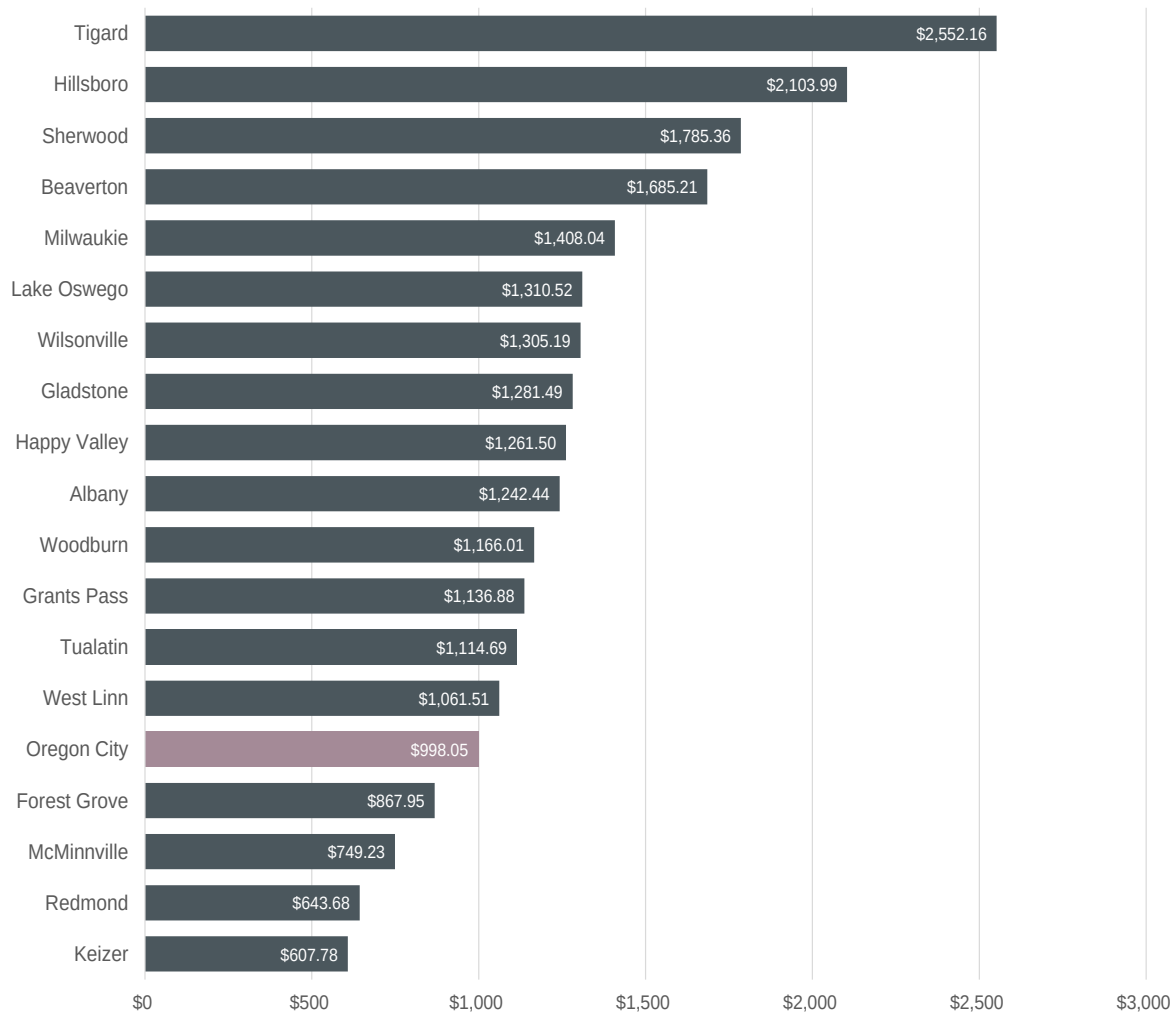
- Oregon City's Rank: 6 / 19
- Assumptions:
 - » 278 ccf / month
 - » 3" Pipe





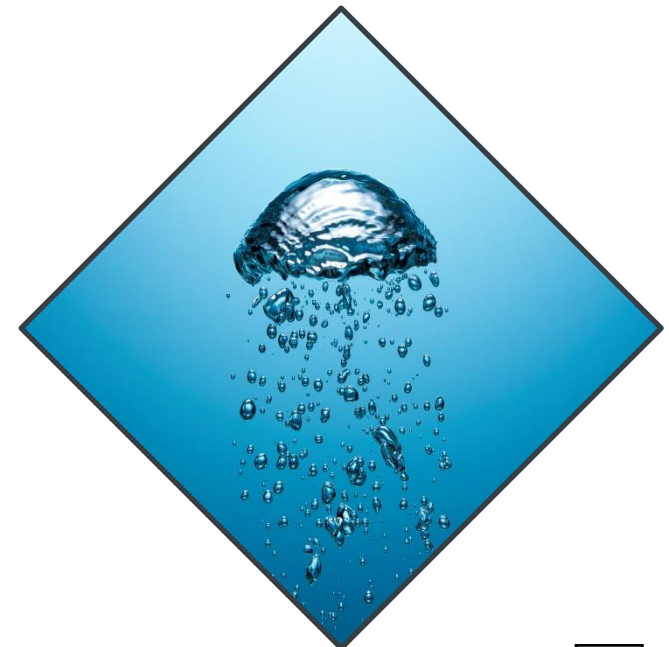
Water Utility - Hotel

Item 2.



Hotel

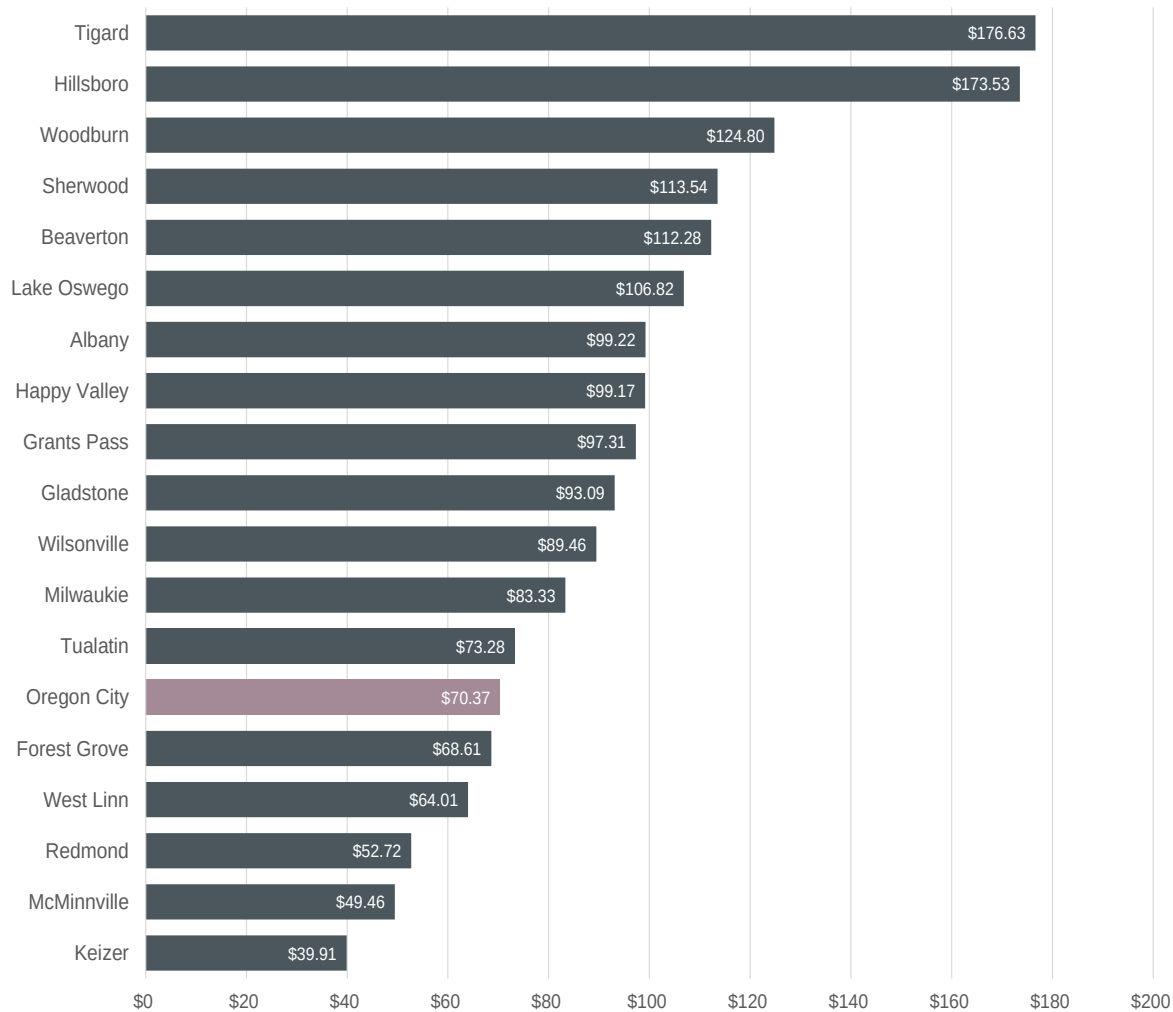
- Oregon City's Rank: 5 / 19
- Assumptions:
 - » 306 ccf / month
 - » 4" Pipe





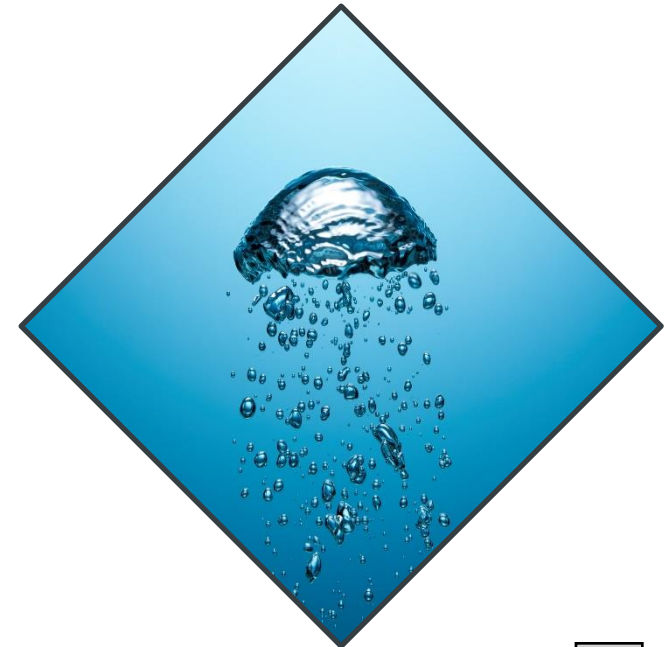
Water Utility - Manufacturing

Item 2.



Manufacturing

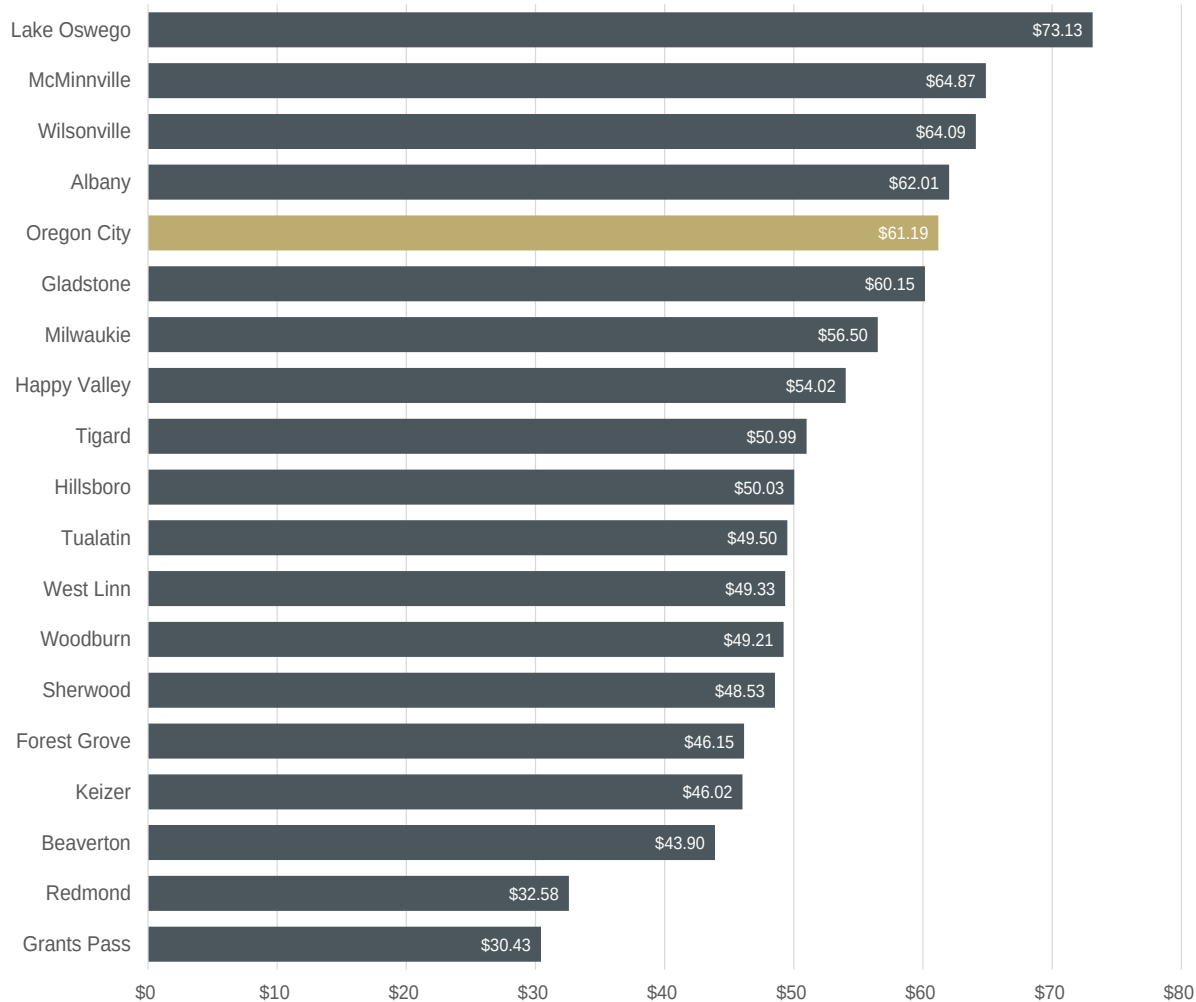
- Oregon City's Rank: 6 / 19
- Assumptions:
 - » 17 ccf / month
 - » 1" Pipe





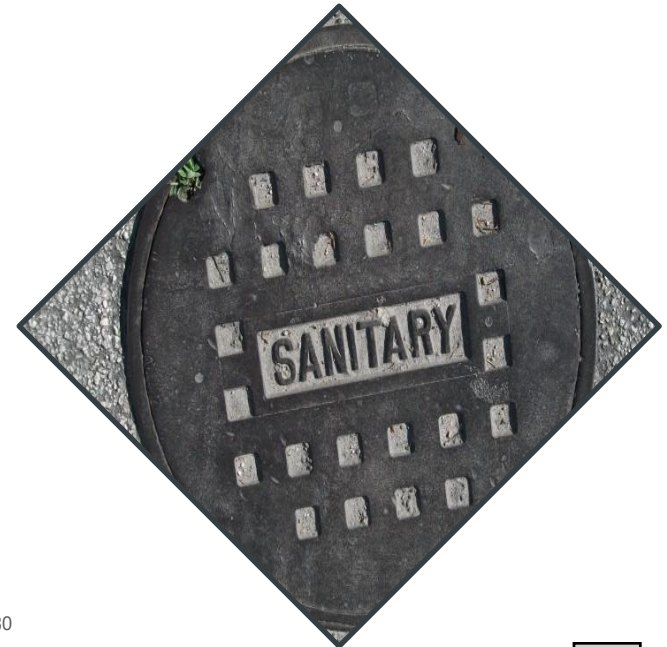
Sewer Utility - Residential

Item 2.



Single-Family Residential

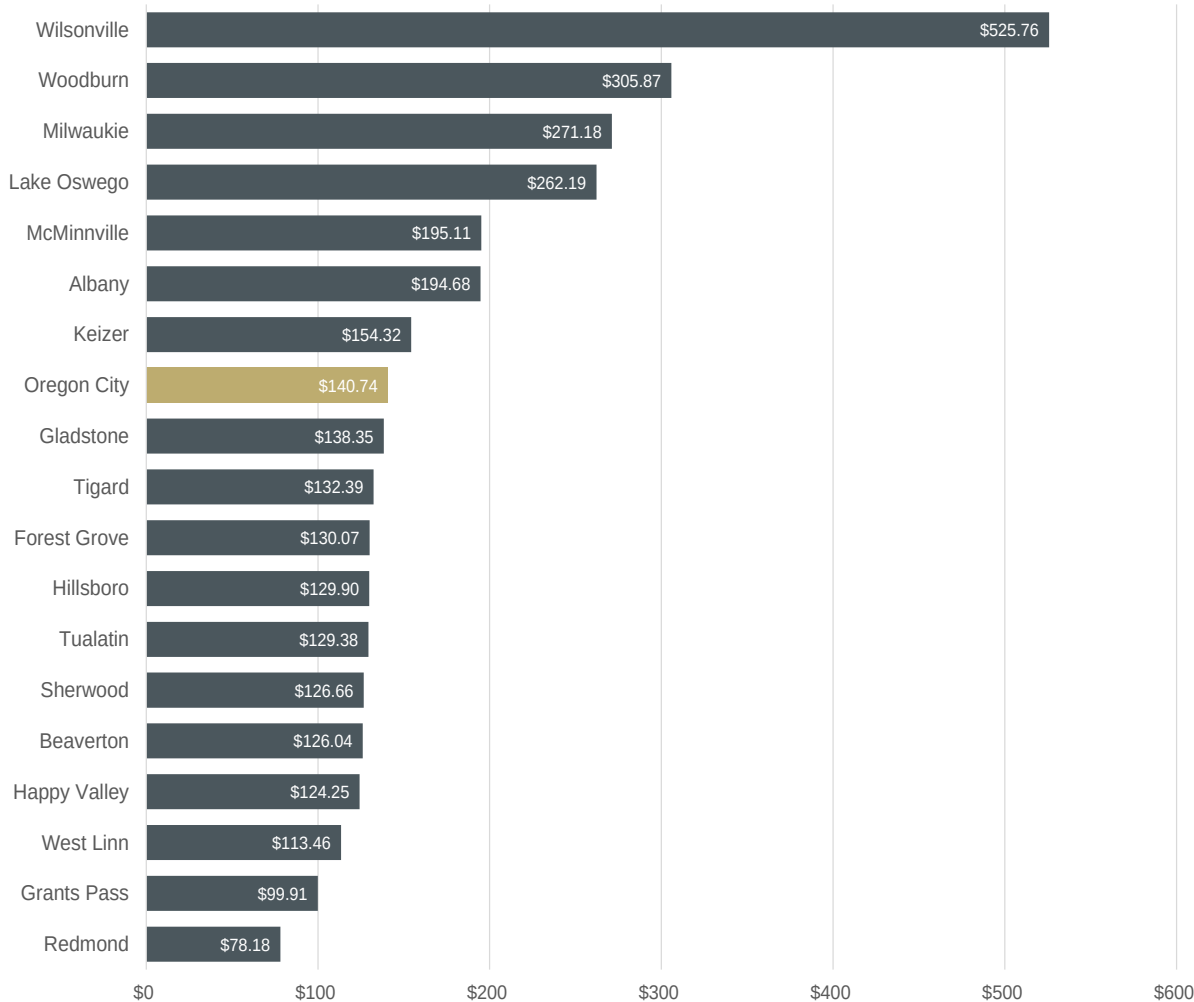
- Oregon City's Rank: 15 / 19
- Assumptions:
 - » 5 - 7 ccf / month
 - » 5/8" Pipe





Sewer Utility – General Office

Item 2.



General Office Building

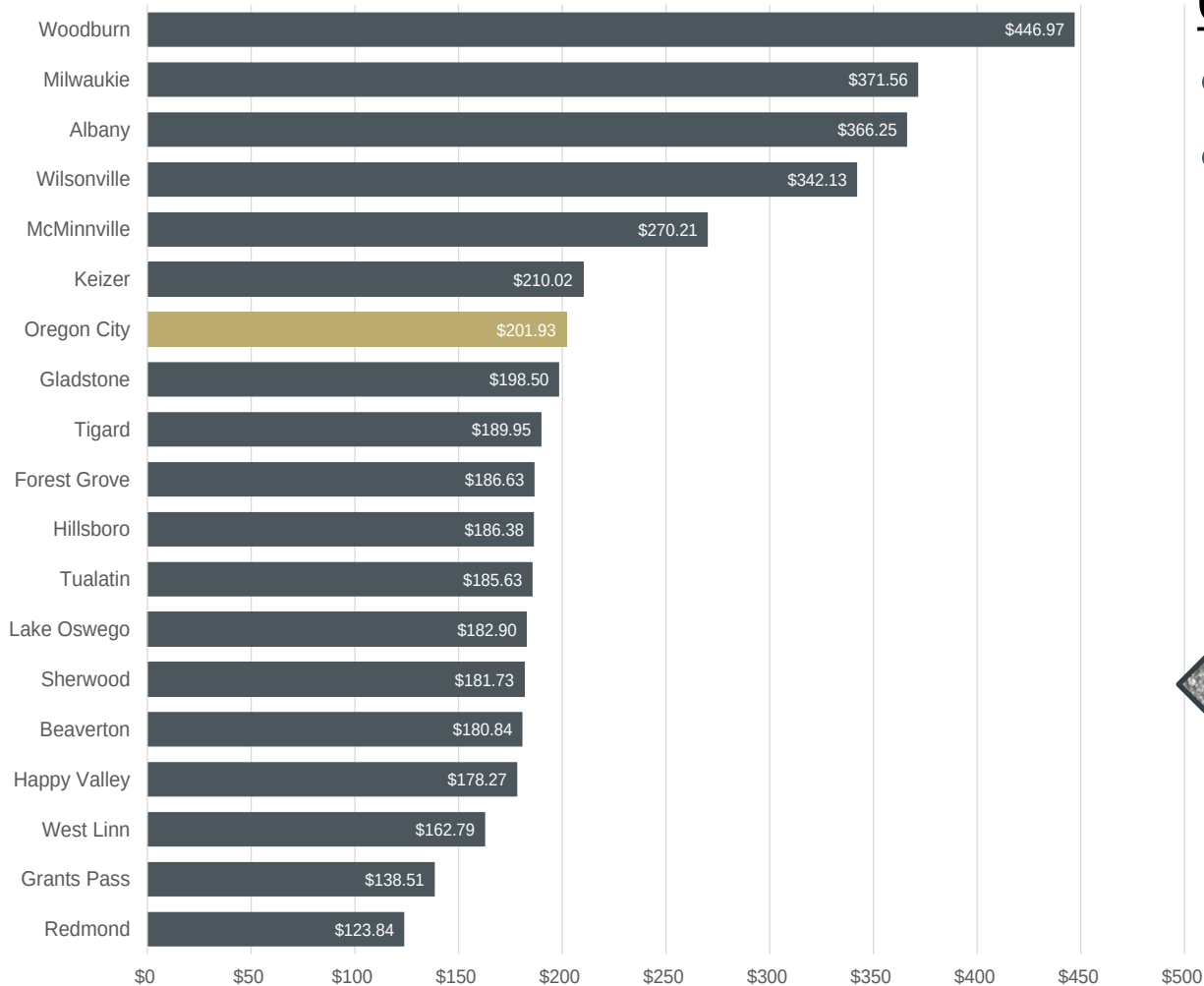
- Oregon City's Rank: 12 / 19
- Assumptions:
 - » 23 ccf / month
 - » 4" Pipe





Sewer Utility - Restaurant

Item 2.



Quality Restaurant

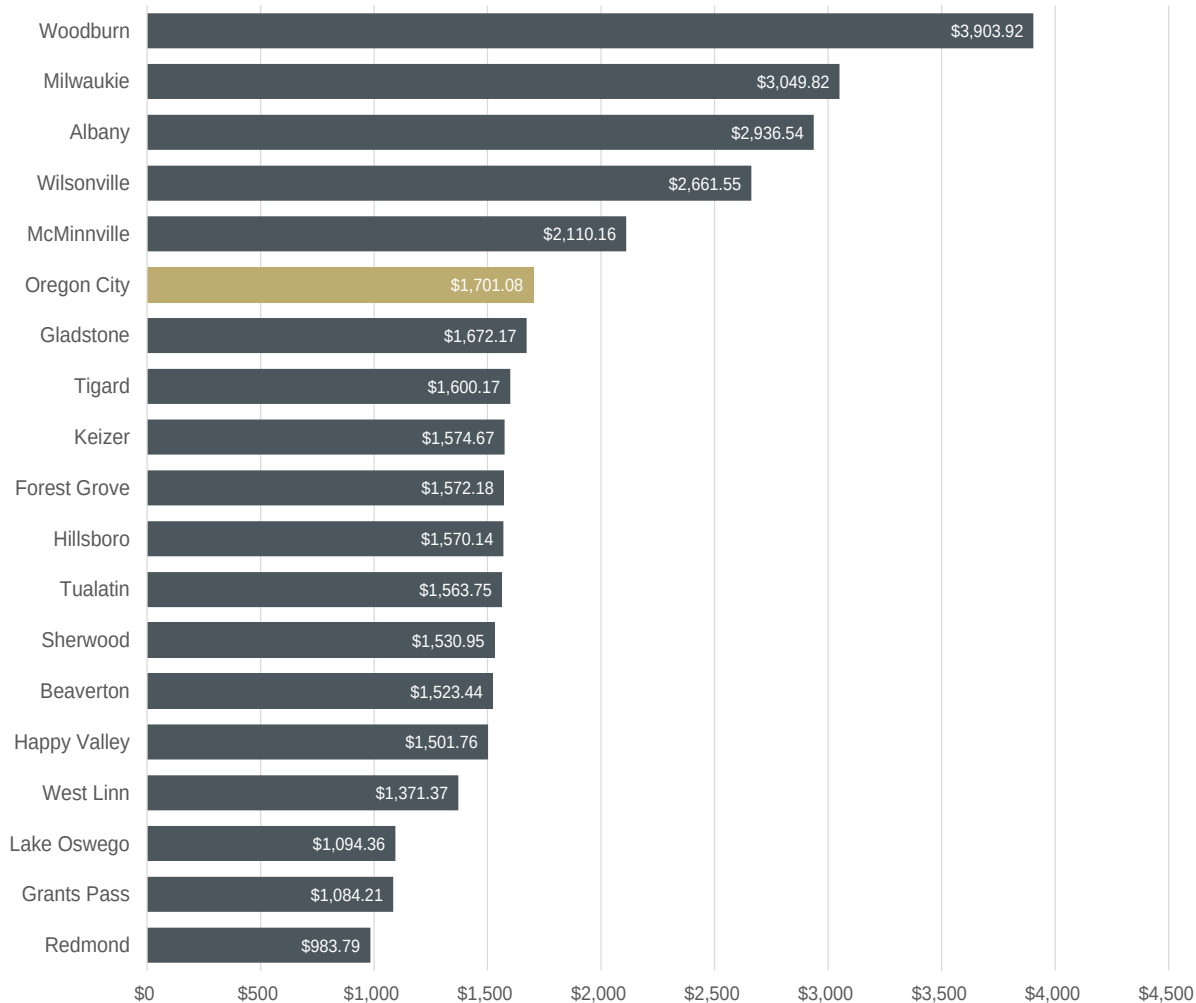
- Oregon City's Rank: 13 / 19
- Assumptions:
 - » 33 ccf / month
 - » 1" Pipe





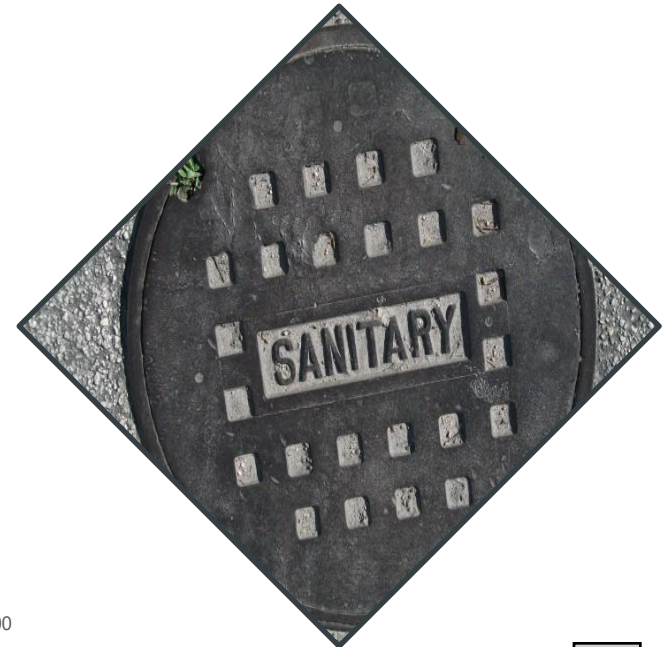
Sewer Utility – Discount Store

Item 2.



Free-Standing Discount Store

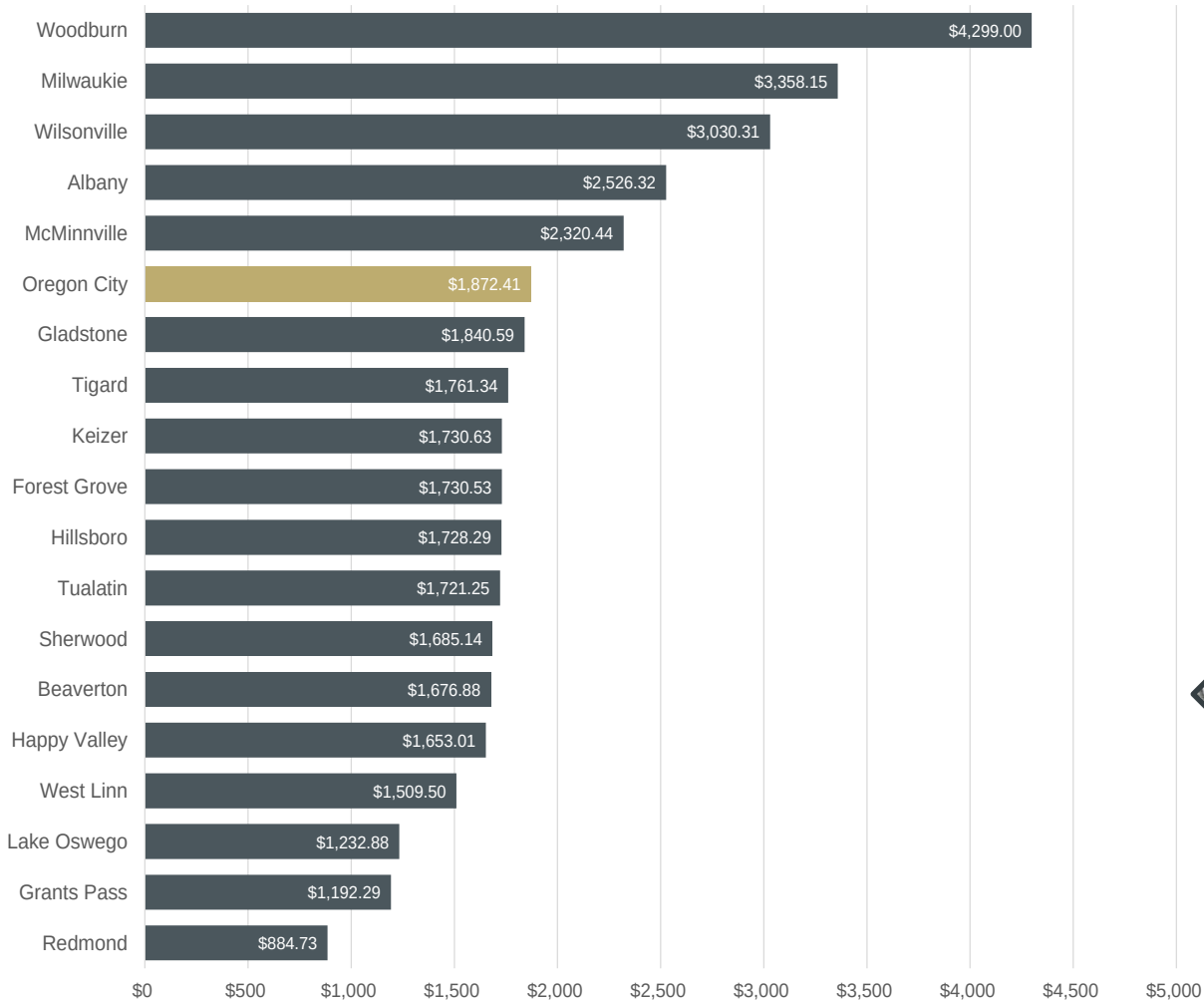
- Oregon City's Rank: 14 / 19
- Assumptions:
 - » 278 ccf / month
 - » 3" Pipe





Sewer Utility - Hotel

Item 2.



Hotel

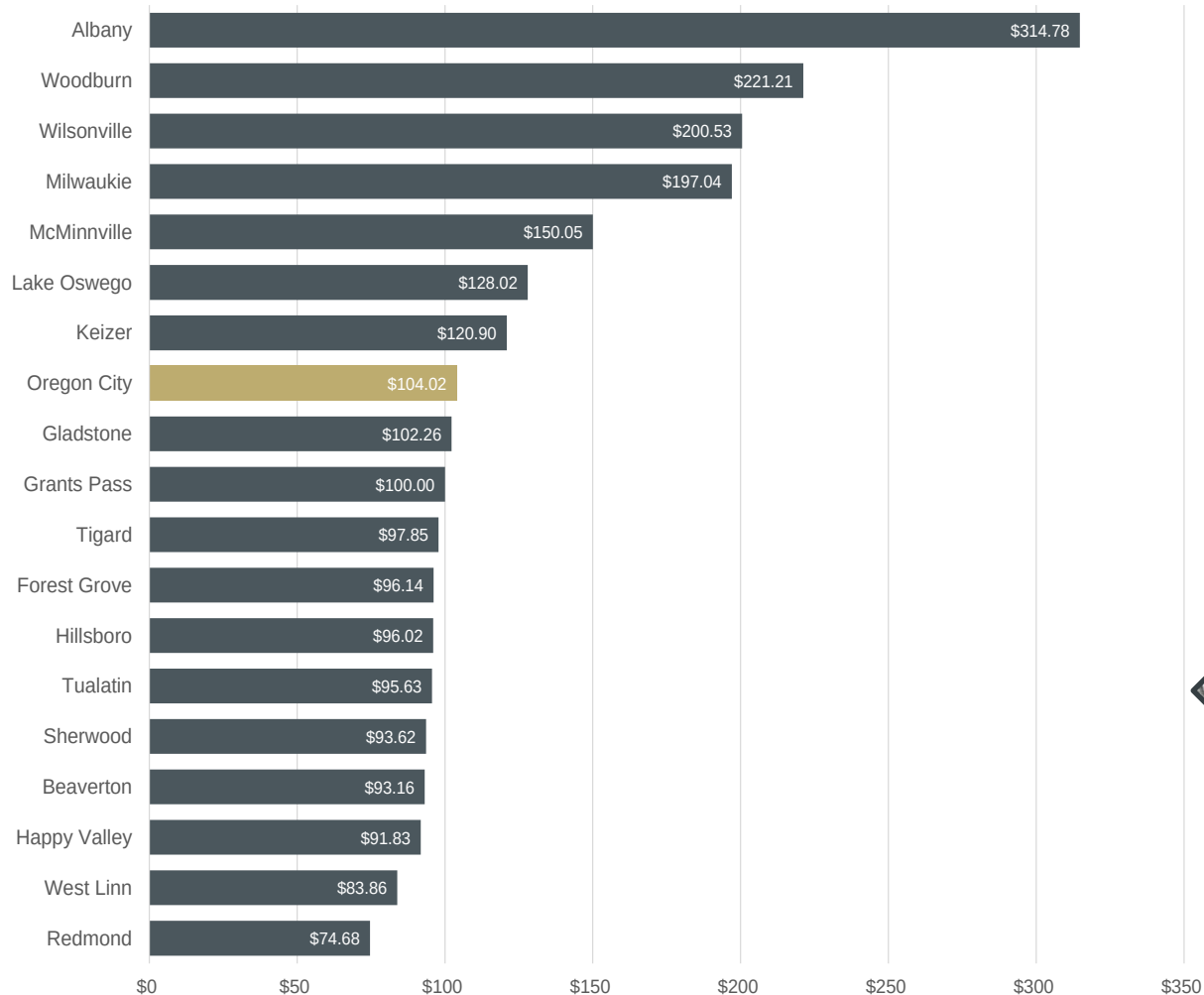
- Oregon City's Rank: 14 / 19
- Assumptions:
 - » 306 ccf / month
 - » 4" Pipe





Sewer Utility - Manufacturing

Item 2.



Manufacturing

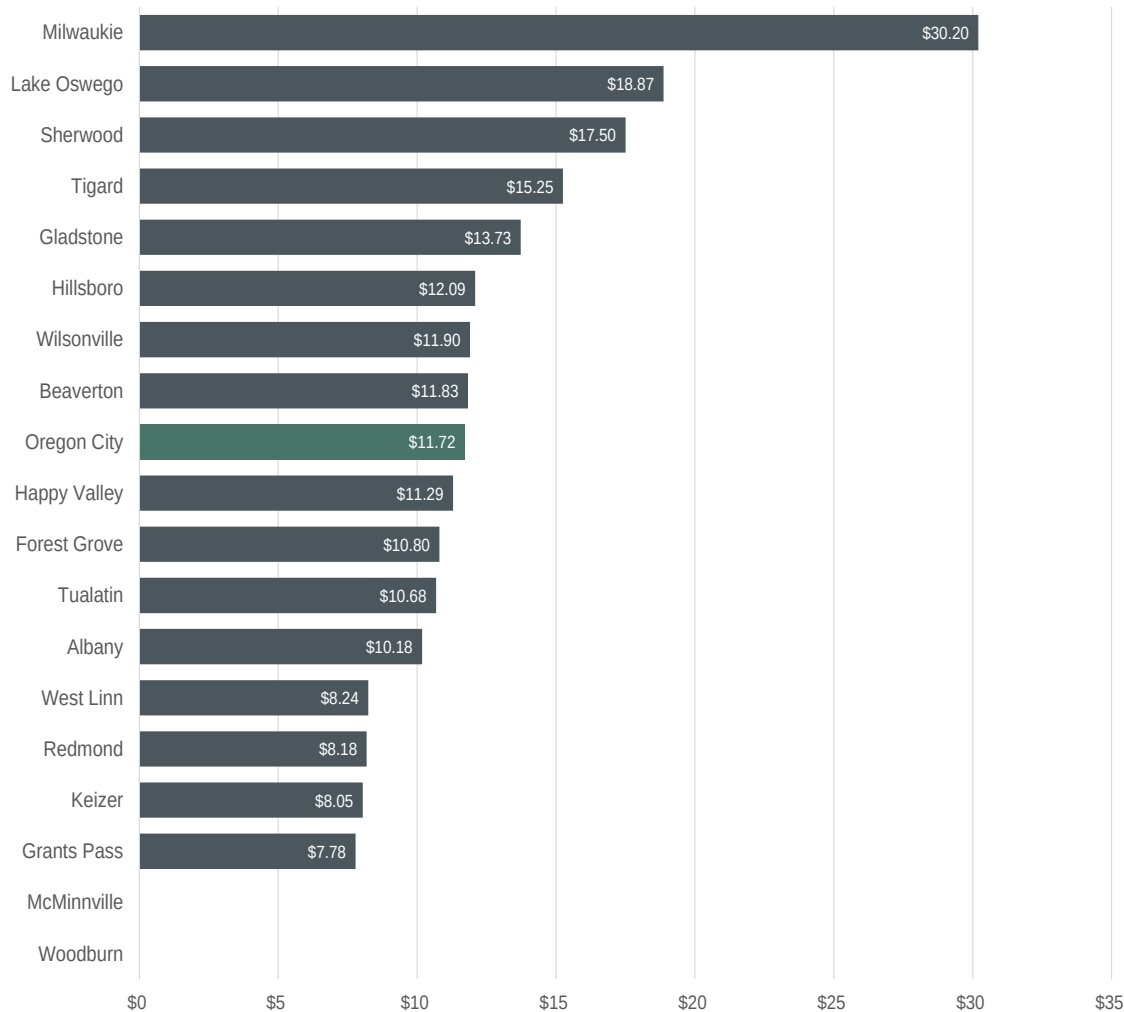
- **Oregon City's Rank: 12 / 19**
- **Assumptions:**
 - » 17 ccf / month
 - » 1" Pipe





Stormwater Utility - Residential

Item 2.



Single-Family Residential

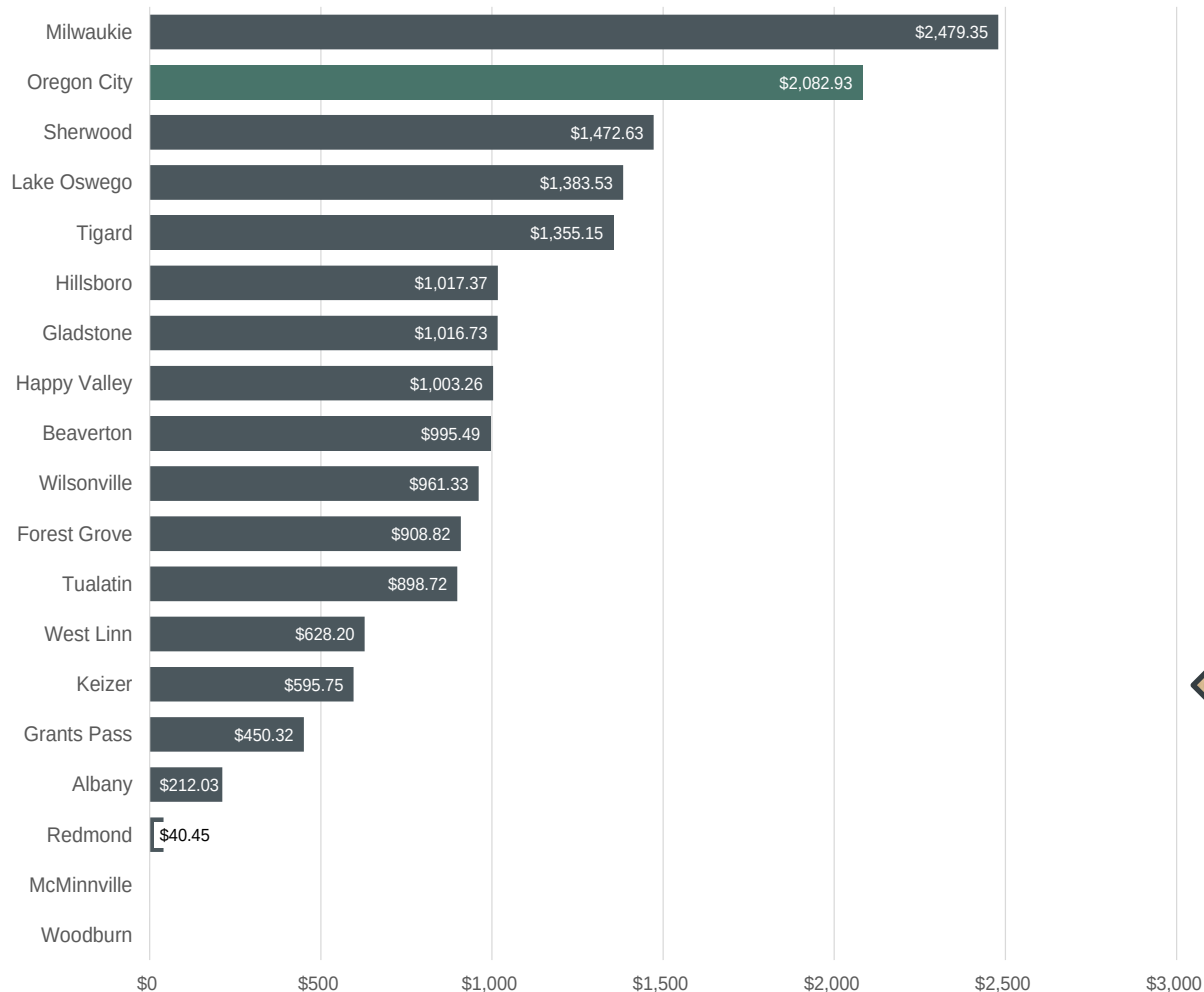
- Oregon City's Rank: 9 / 17
- Assumptions:
 - » 40% Impervious Surface per Sq. Ft.





Stormwater Utility – General Office

Item 2.



General Office Building

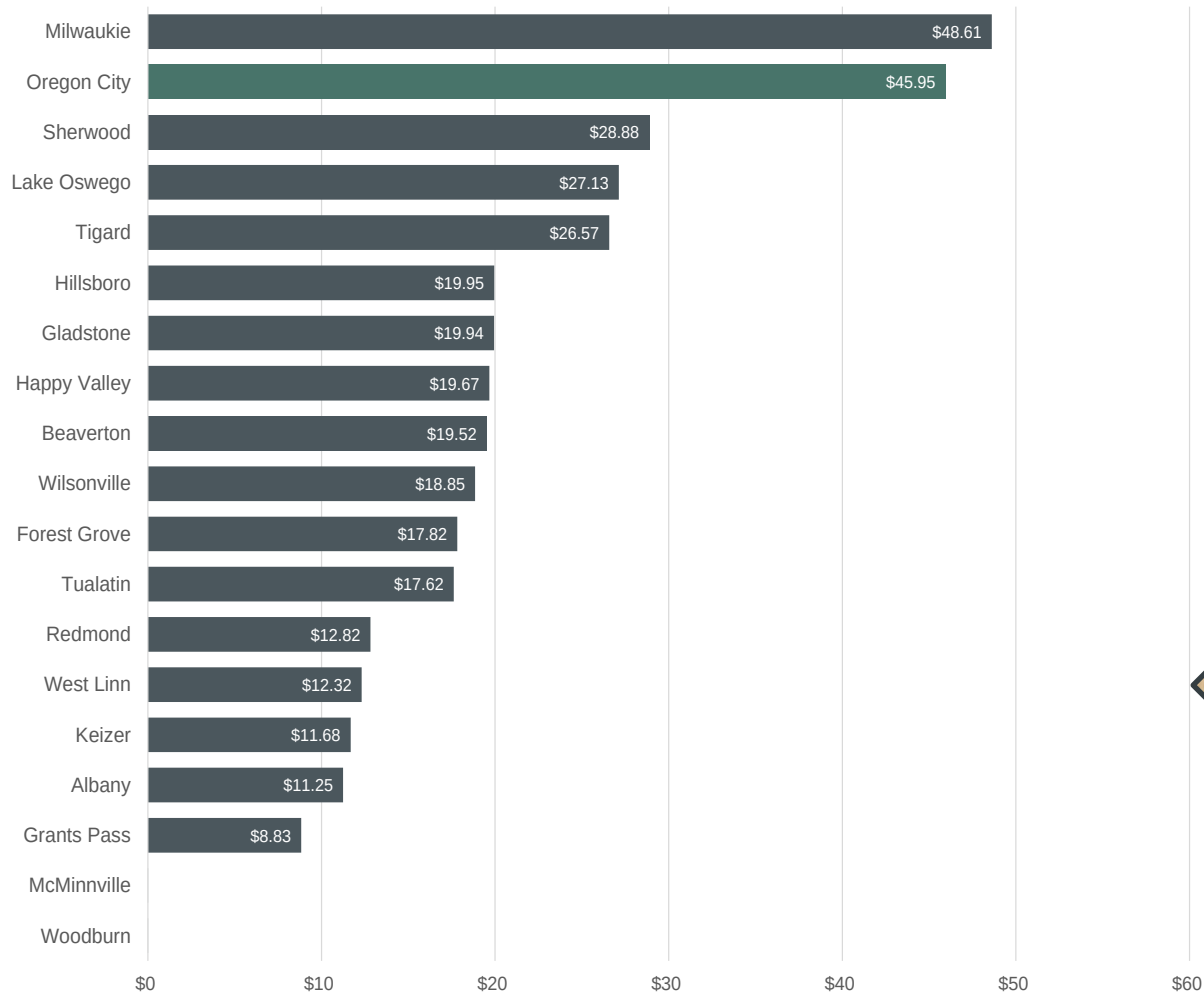
- **Oregon City's Rank: 16 / 17**
- **Assumptions:**
 - » 40% Impervious Surface per Sq. Ft.





Stormwater Utility - Restaurant

Item 2.



Quality Restaurant

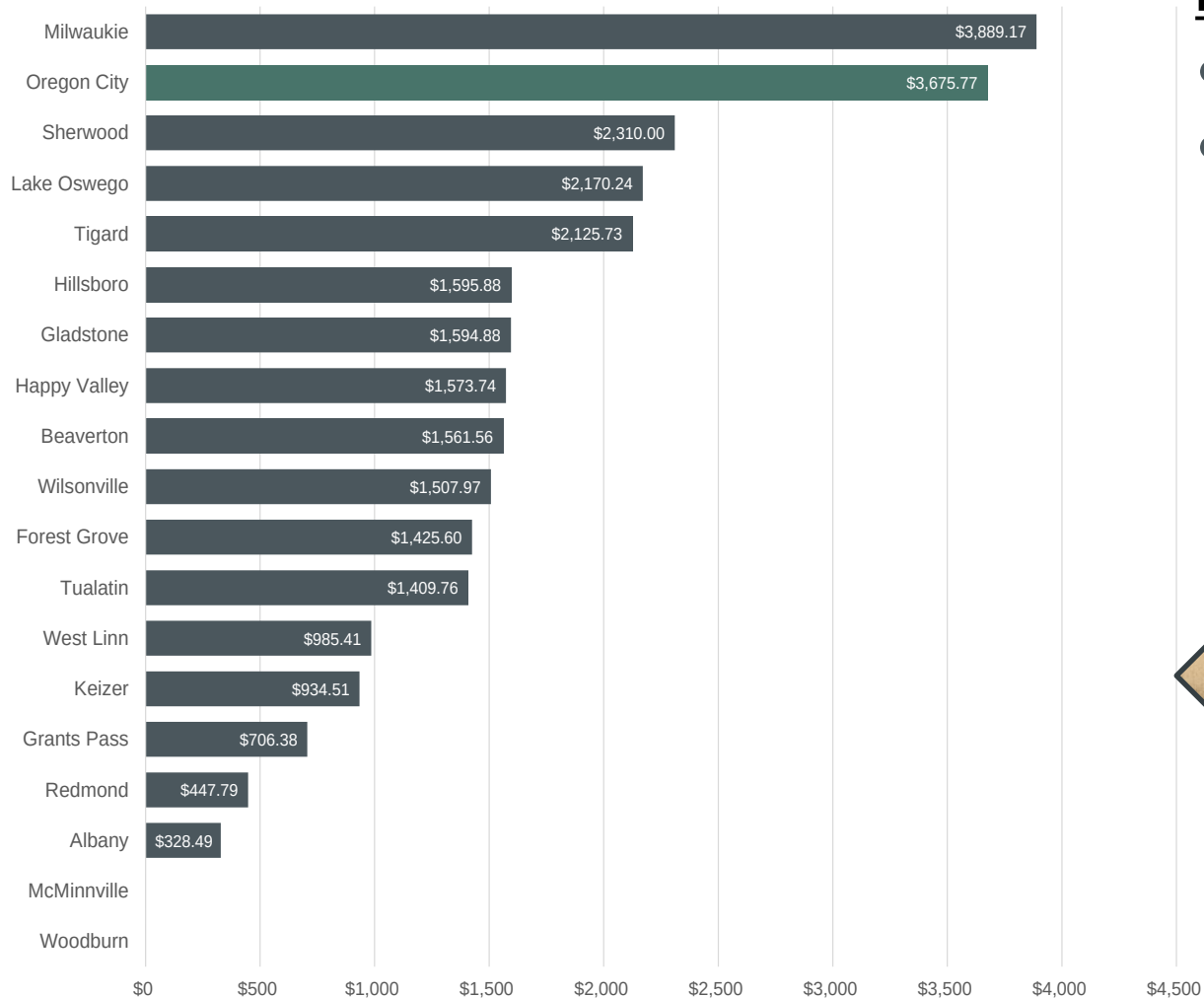
- **Oregon City's Rank: 16 / 17**
- **Assumptions:**
 - » 40% Impervious Surface per Sq. Ft.





Stormwater Utility – Discount Store

Item 2.



Free-Standing Discount Store

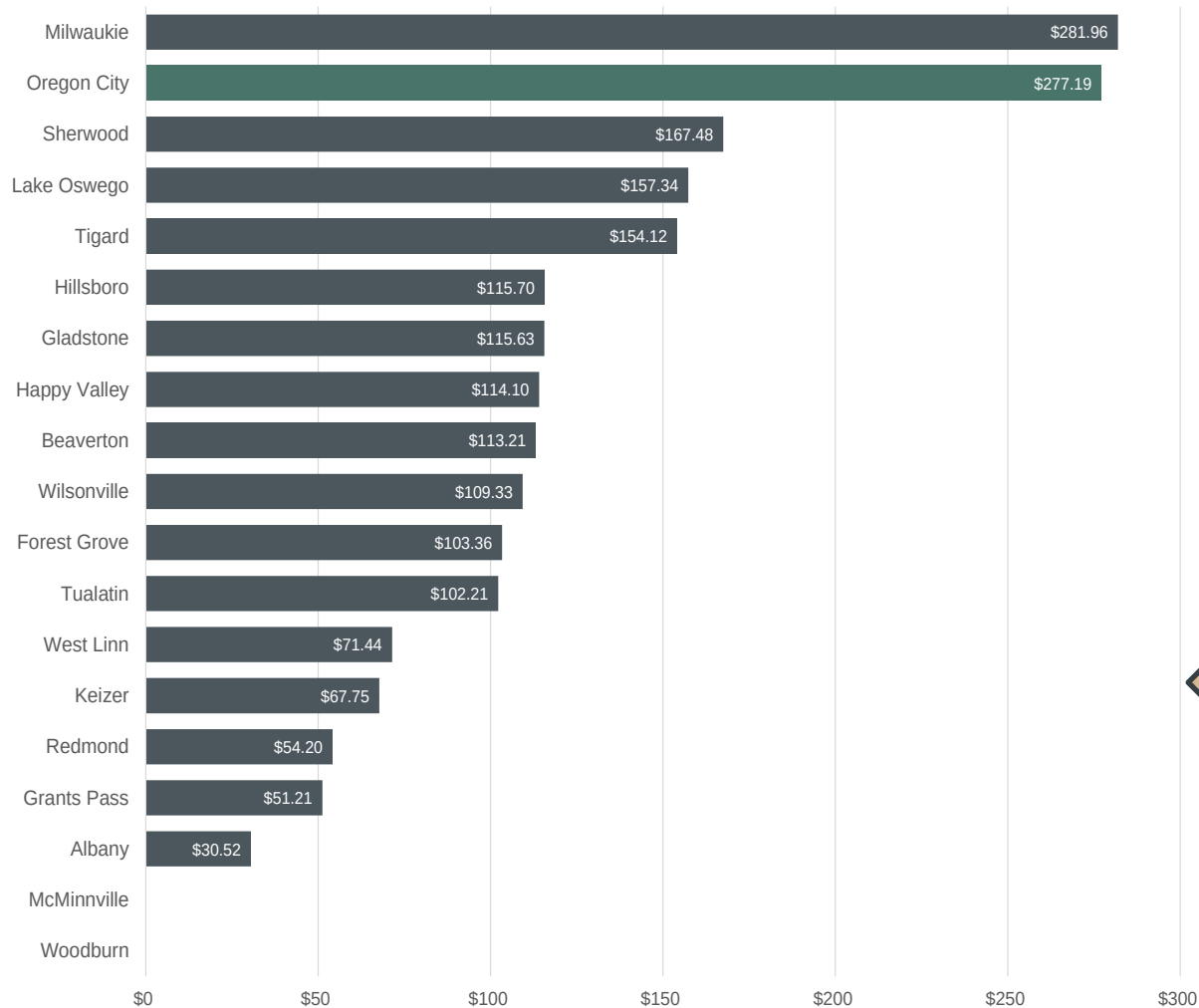
- Oregon City's Rank: 16 / 17
- Assumptions:
 - » 40% Impervious Surface per Sq. Ft.





Stormwater Utility - Hotel

Item 2.



Hotel

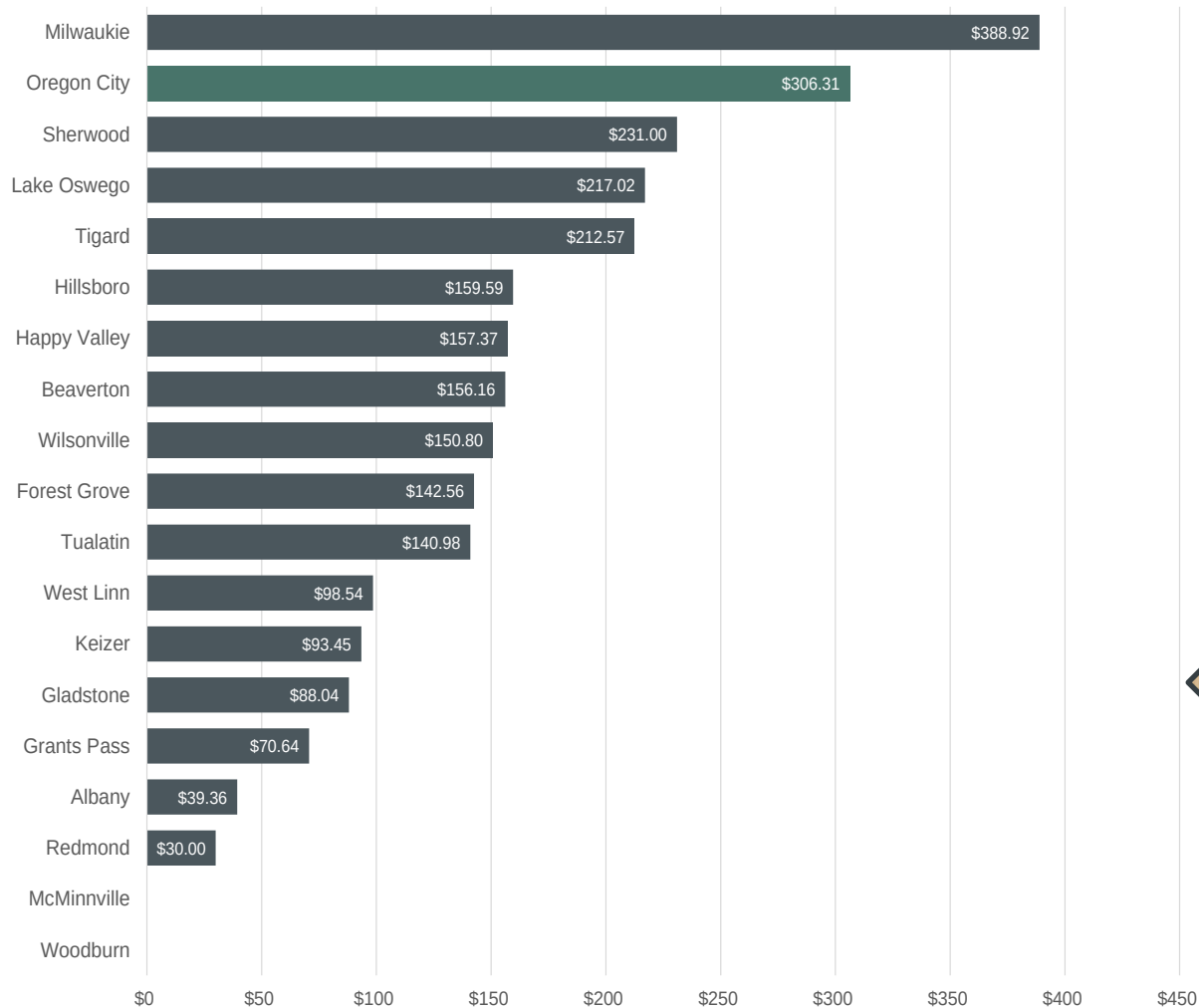
- **Oregon City's Rank: 16 / 17**
- **Assumptions:**
 - » 40% Impervious Surface per Sq. Ft.





Stormwater Utility - Manufacturing

Item 2.



Manufacturing

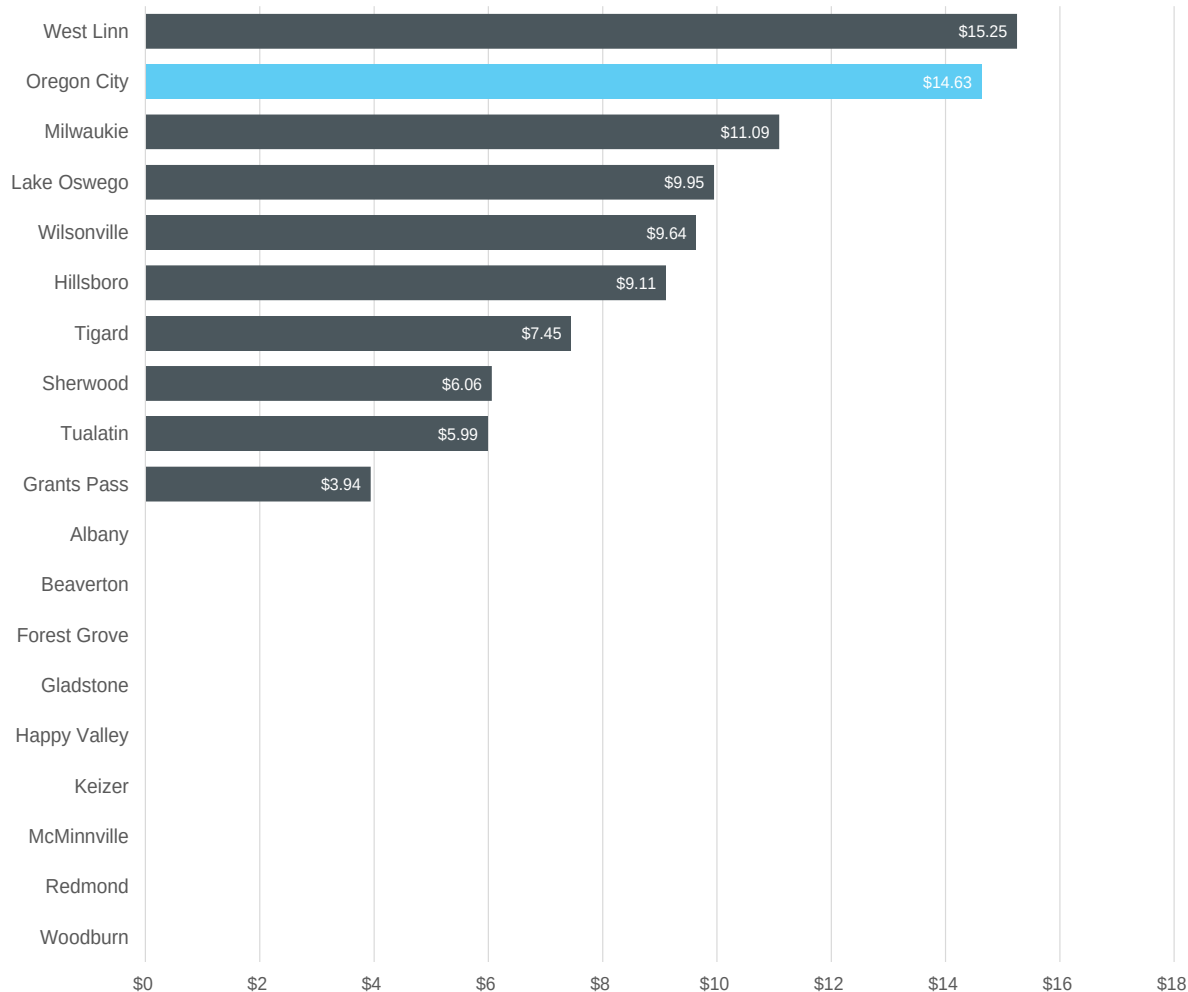
- Oregon City's Rank: 16 / 17
- Assumptions:
 - » 40% Impervious Surface per Sq. Ft.





Transportation - Residential

Item 2.



Single-Family Residential

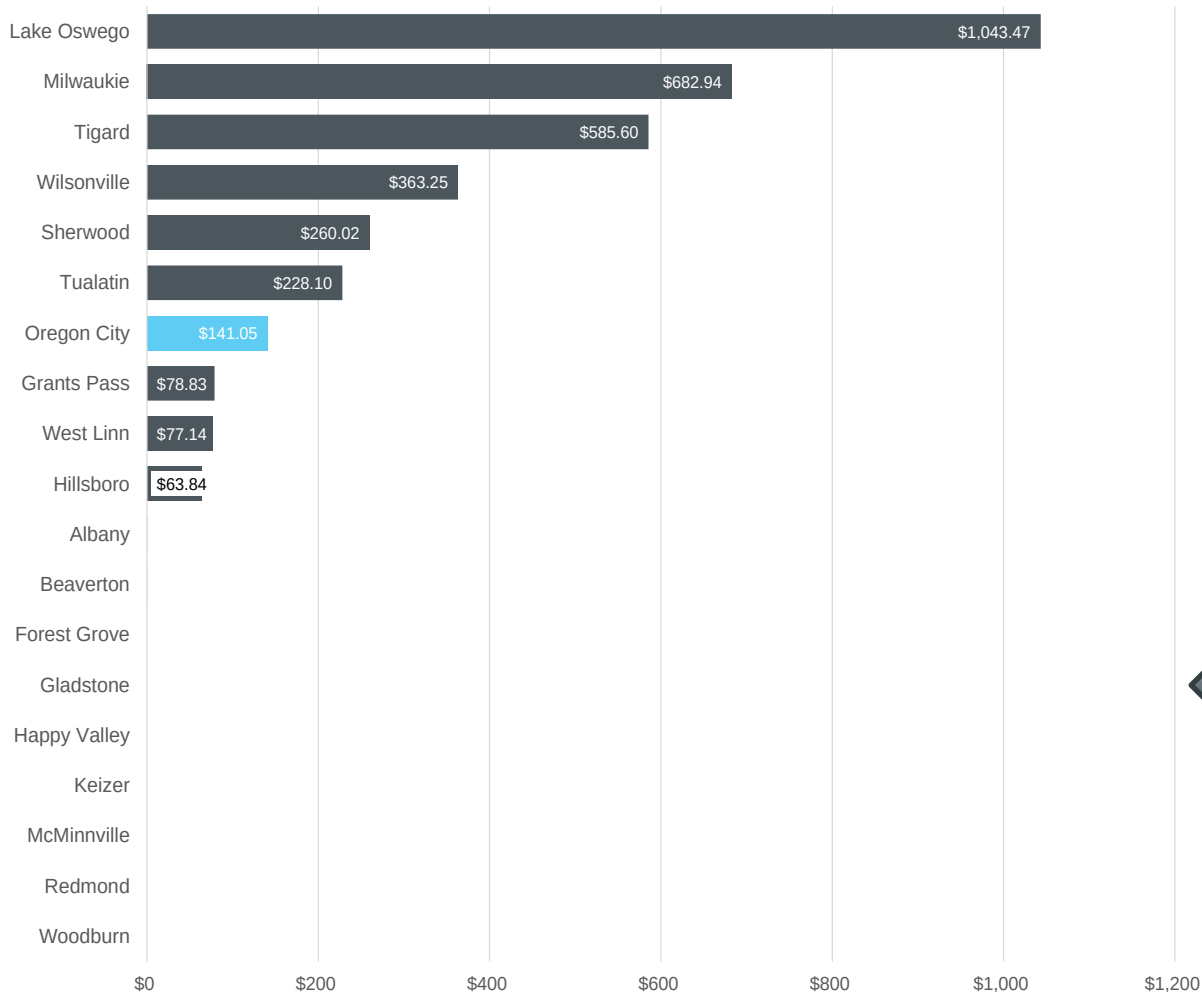
- Oregon City's Rank: 9 / 10
- Assumptions:
 - » ITE Trip Generation





Transportation – General Office

Item 2.



General Office Building

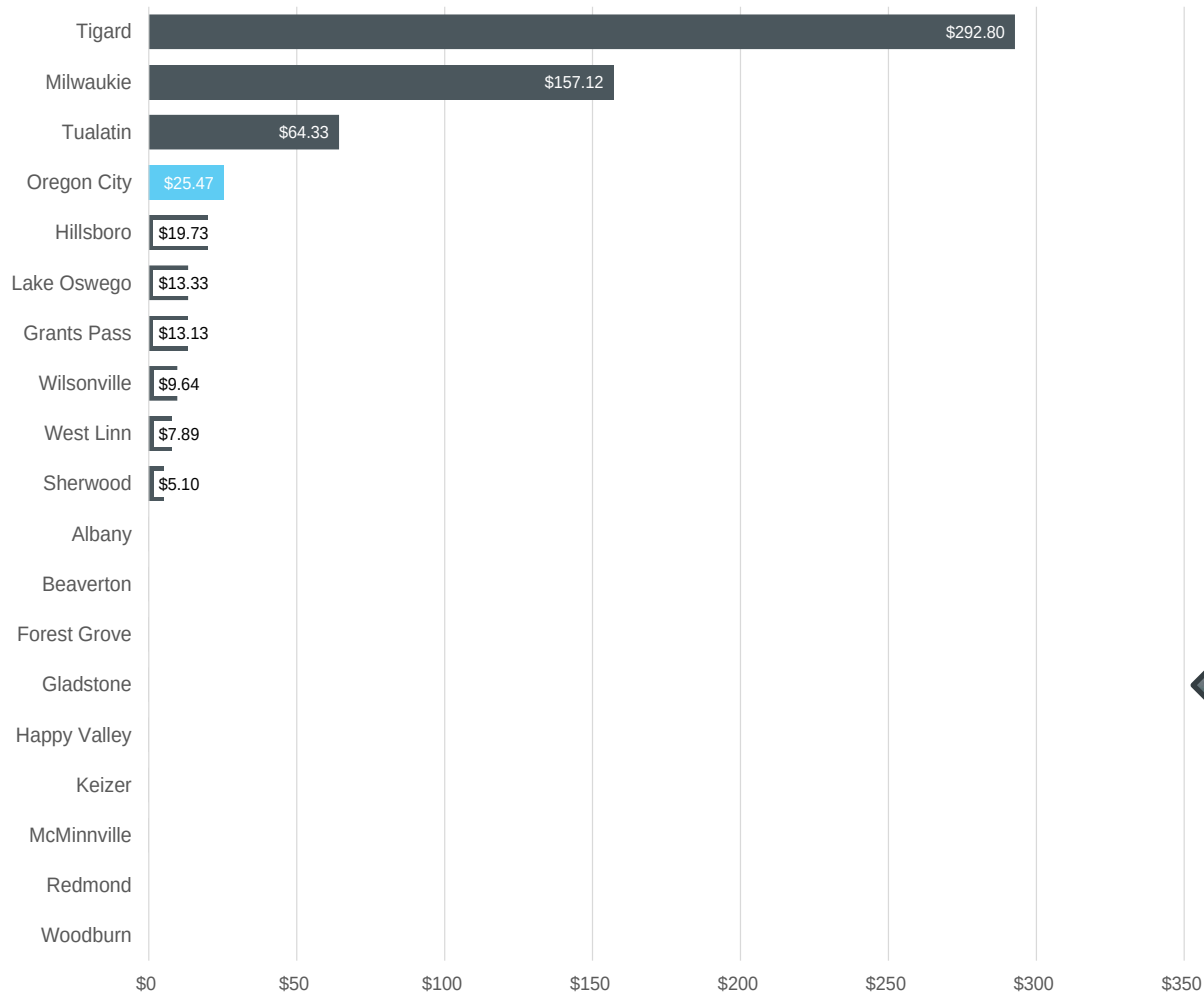
- **Oregon City's Rank: 4 / 10**
- **Assumptions:**
 - » ITE Trip Generation
 - » 7.37 Vehicle Trips





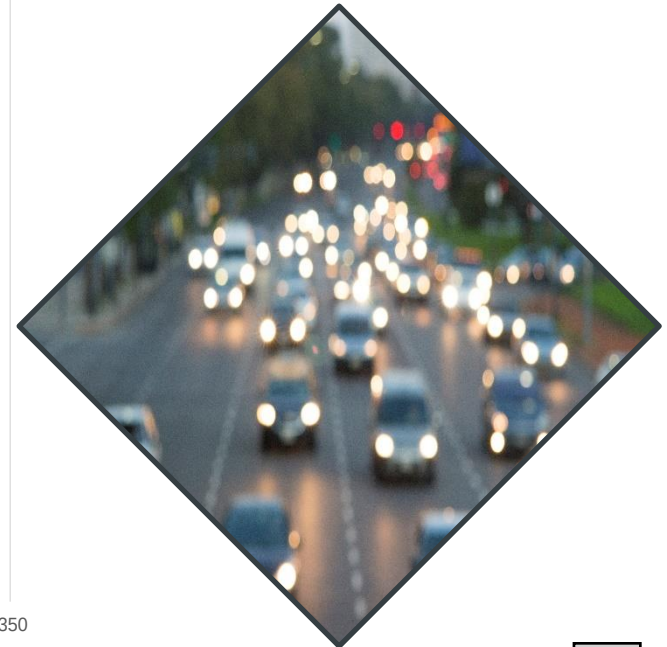
Transportation - Restaurant

Item 2.



Quality Restaurant

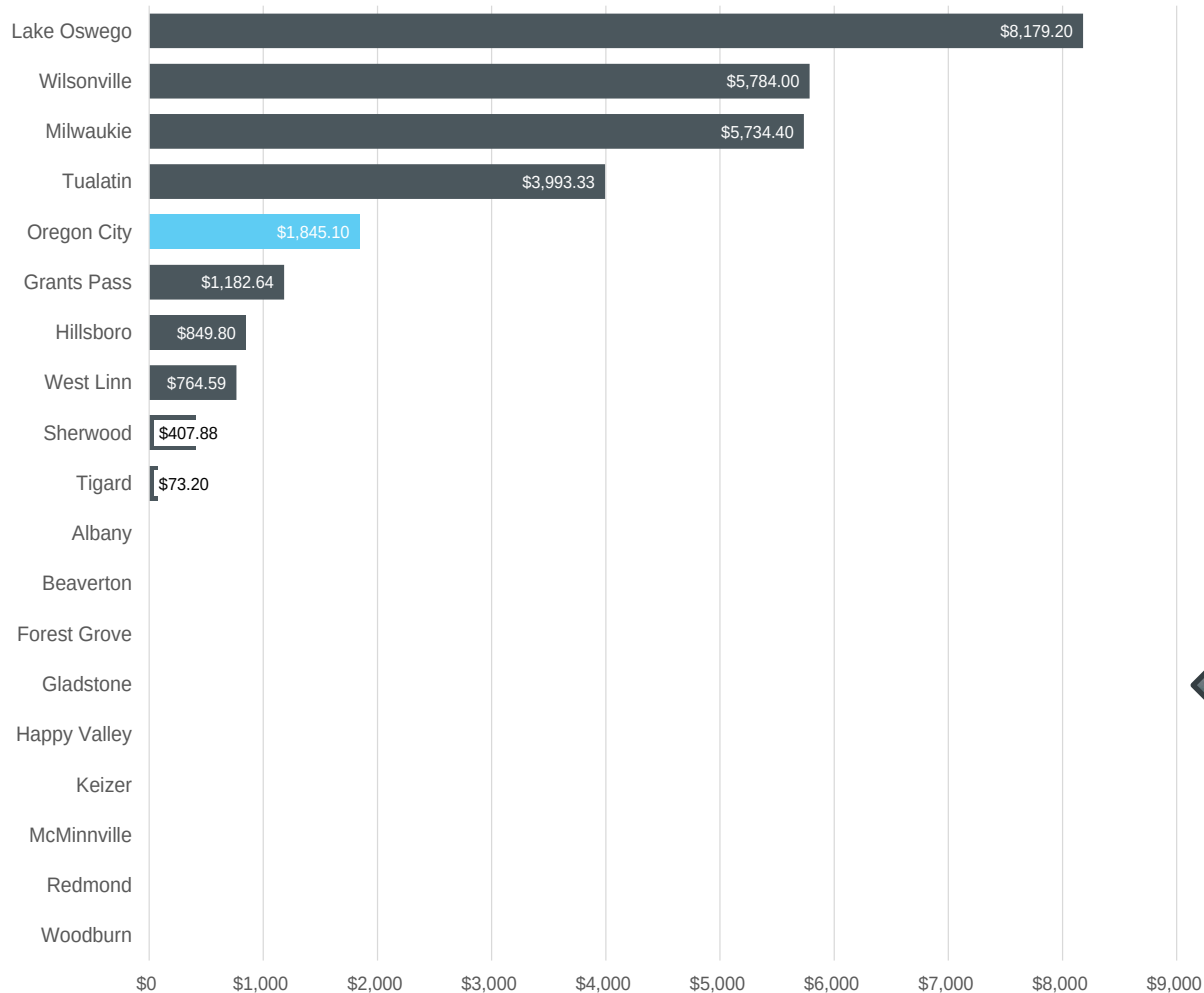
- **Oregon City's Rank: 7 / 10**
- **Assumptions:**
 - » ITE Trip Generation
 - » 46.29 Vehicle Trips





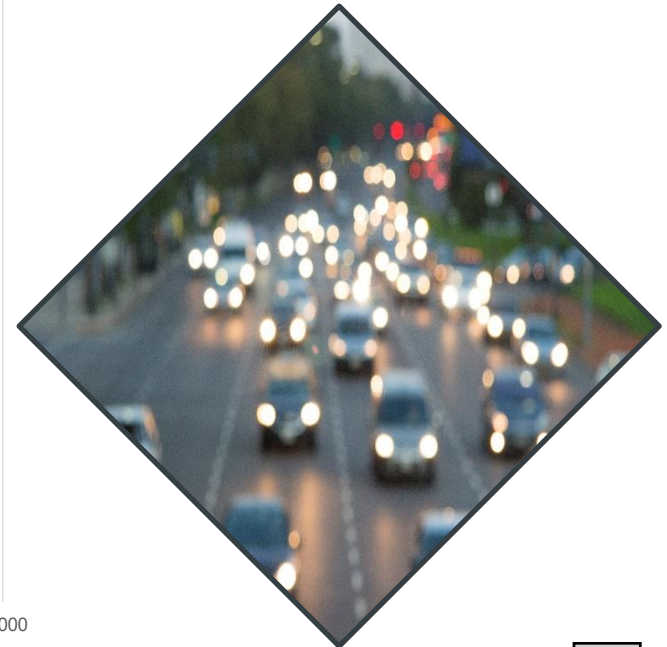
Transportation – Discount Store

Item 2.



Free-Standing Discount Store

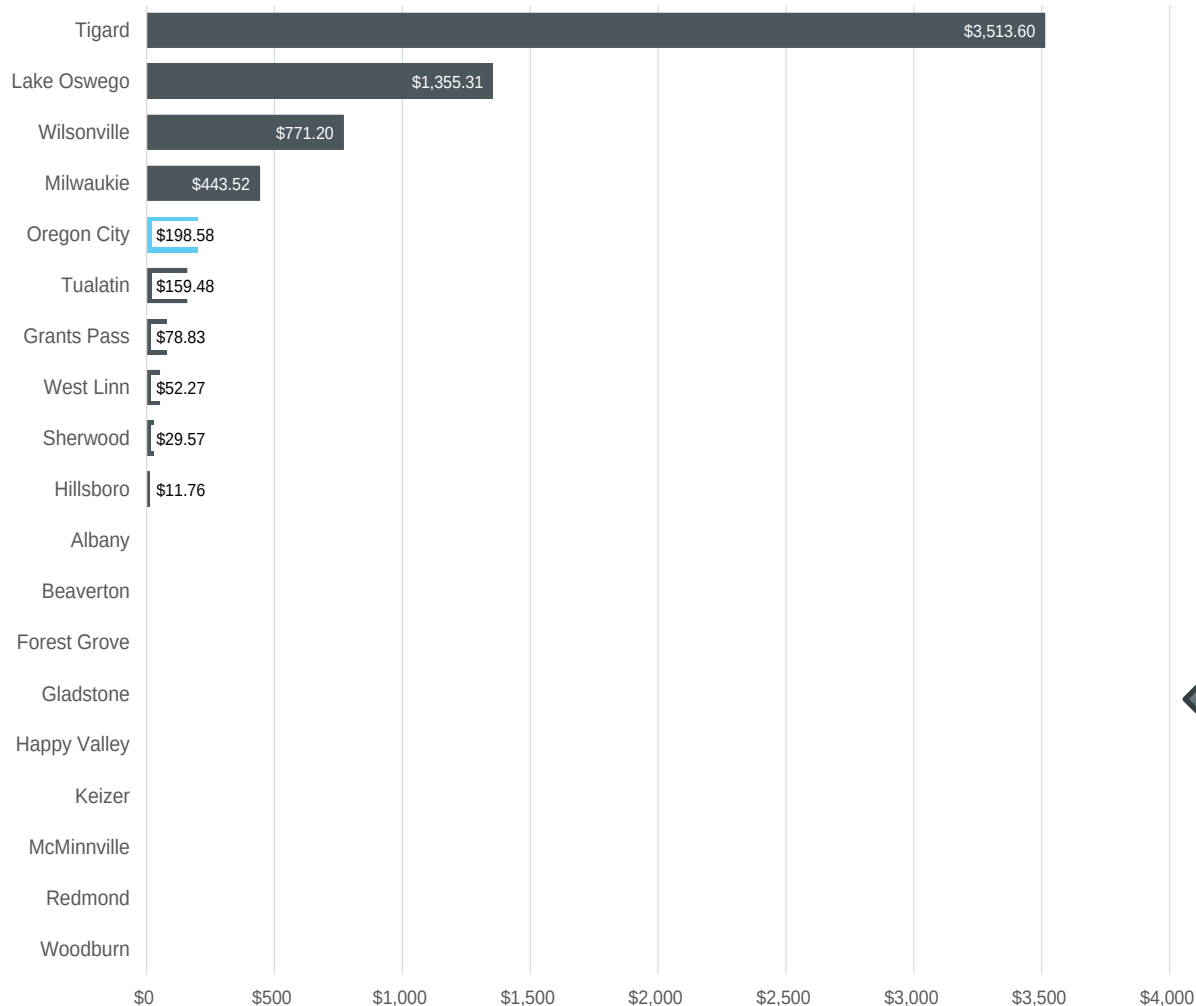
- **Oregon City's Rank: 6 / 10**
- **Assumptions:**
 - » ITE Trip Generation
 - » 45.94 Vehicle Trips





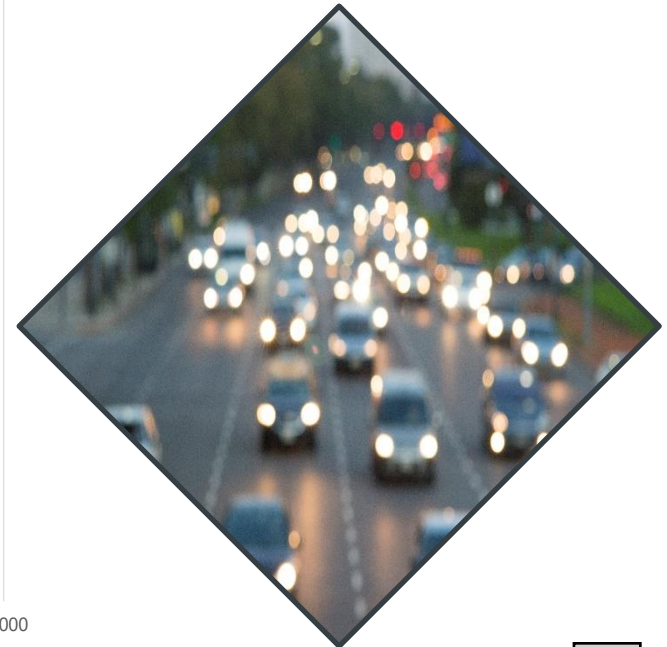
Transportation - Hotel

Item 2.



Hotel

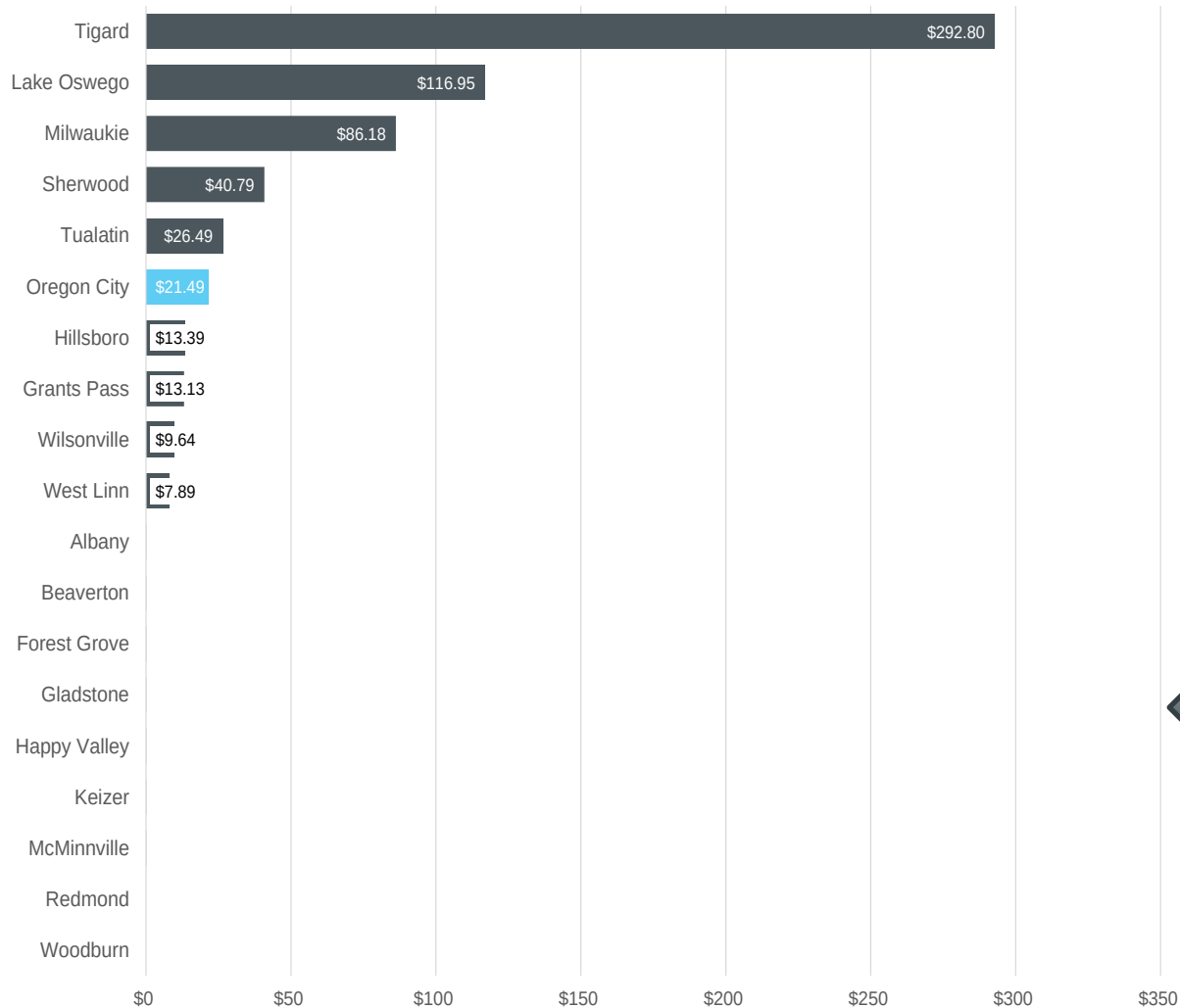
- **Oregon City's Rank: 6 / 10**
- **Assumptions:**
 - » ITE Trip Generation
 - » 7.99 Vehicle Trips





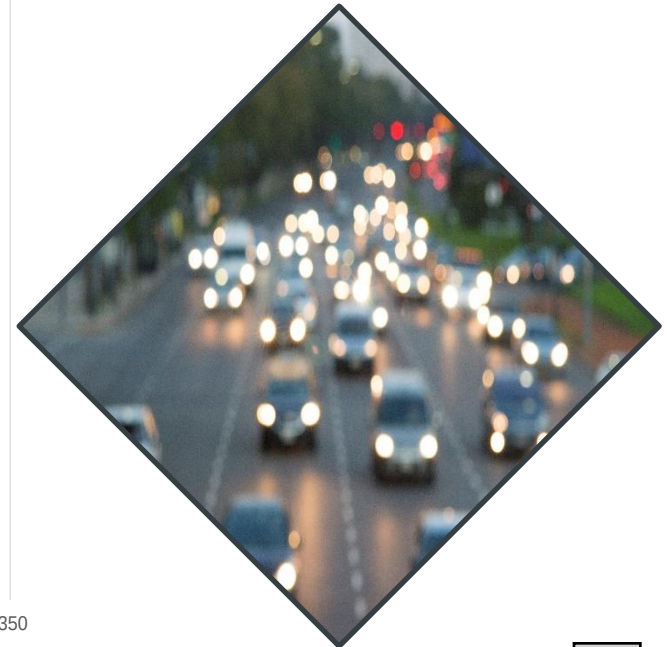
Transportation - Manufacturing

Item 2.



Manufacturing

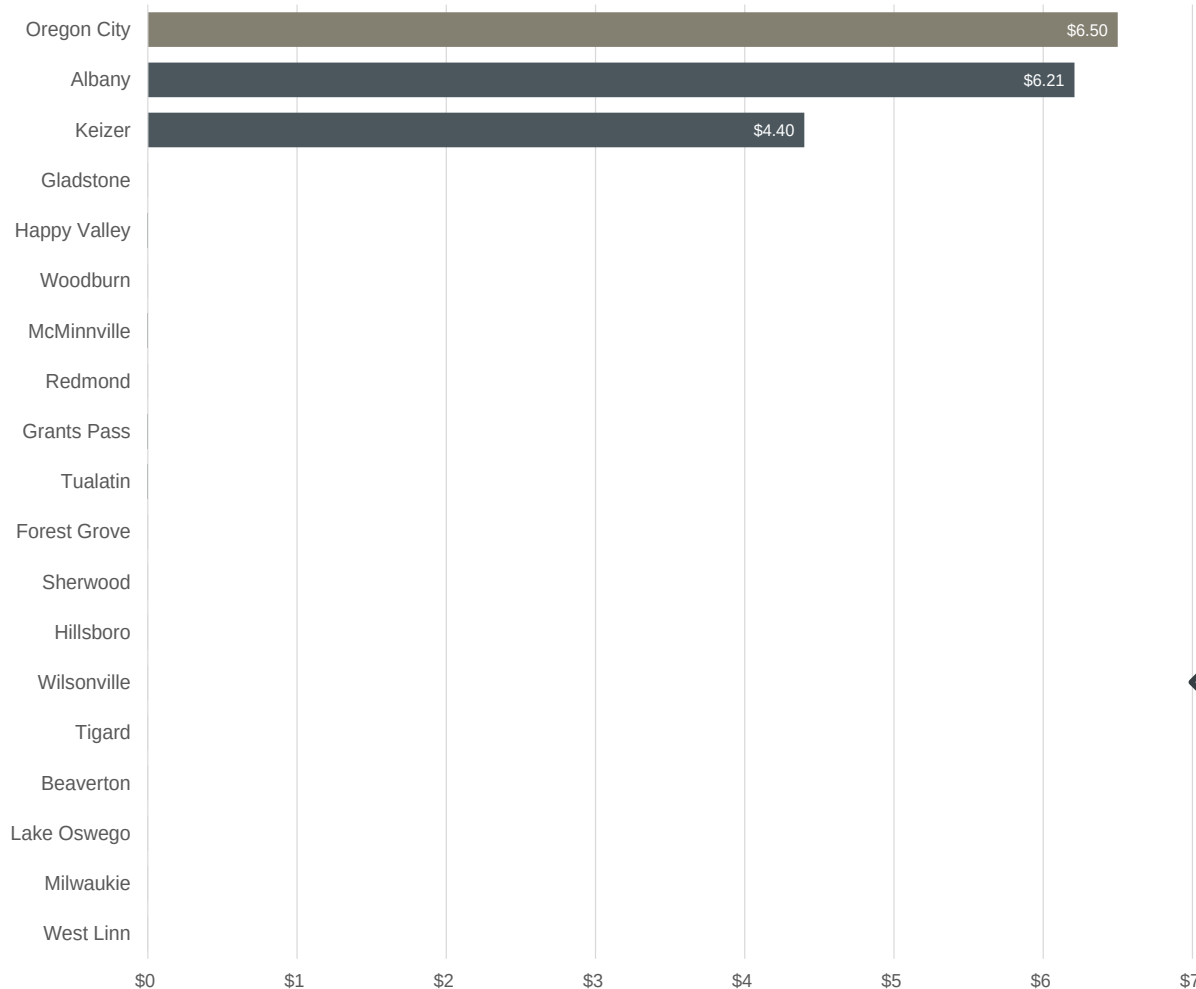
- **Oregon City's Rank: 5 / 10**
- **Assumptions:**
 - » ITE Trip Generation
 - » 4.45 Vehicle Trips





Public Safety - Residential

Item 2.



Single-Family Residential

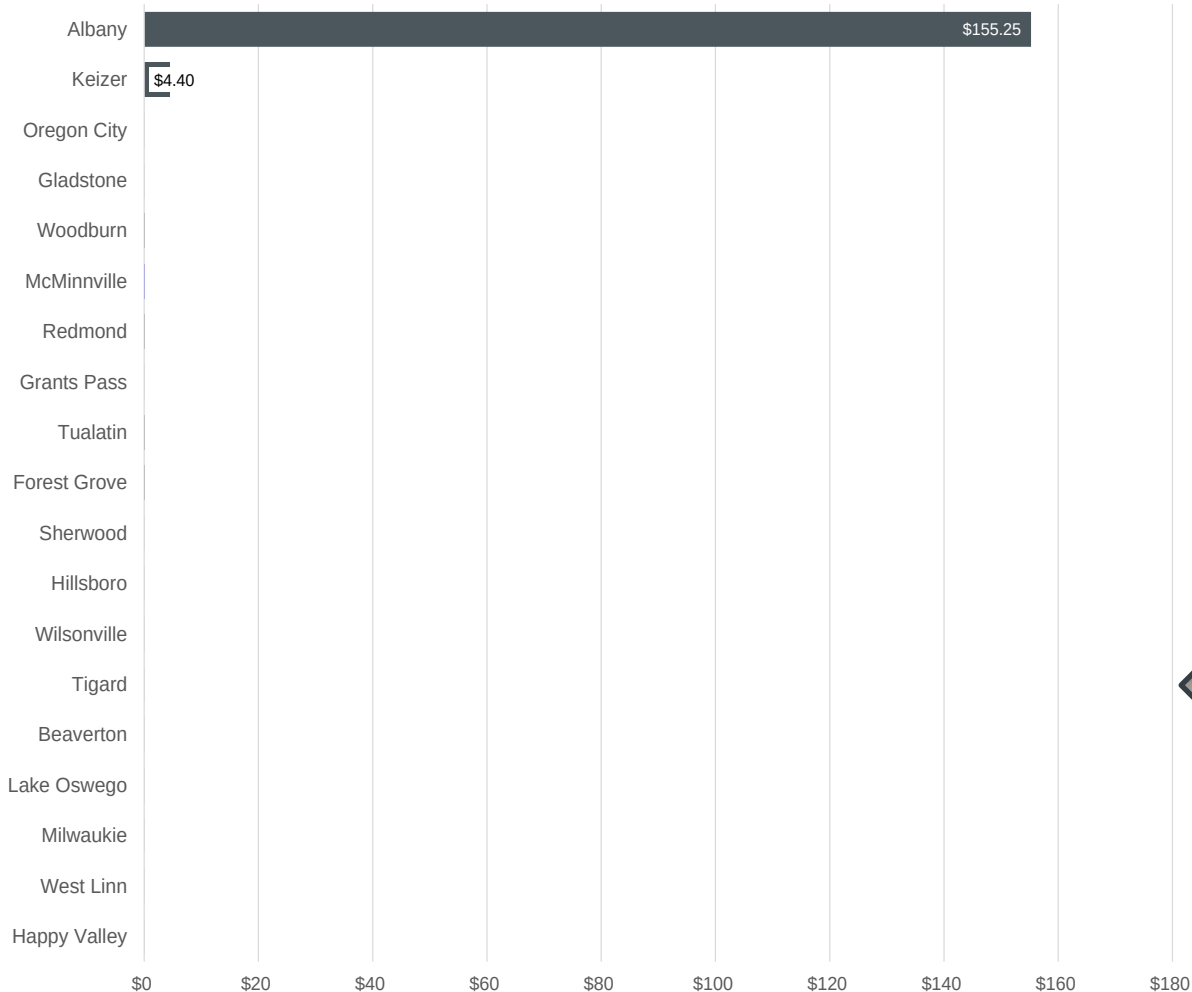
- **Oregon City's Rank: 3 / 3**
- **Assumptions:**
 - » General Safety
 - » City-Service Fee





Public Safety – General Office

Item 2.



General Office Building

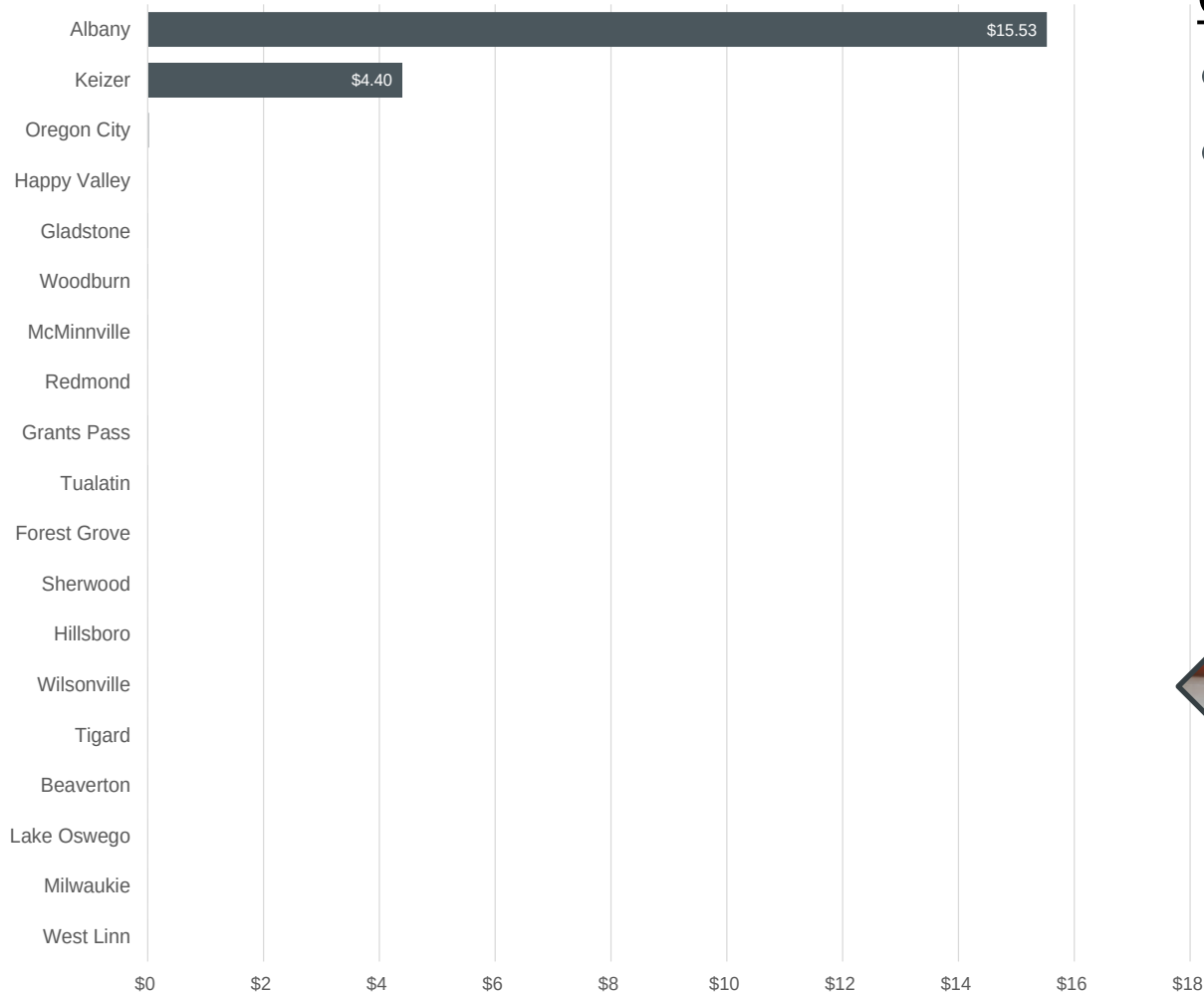
- **Oregon City's Rank: - / 2**
- **Assumptions:**
 - » General Safety
 - » City-Service Fee





Public Safety - Restaurant

Item 2.



Quality Restaurant

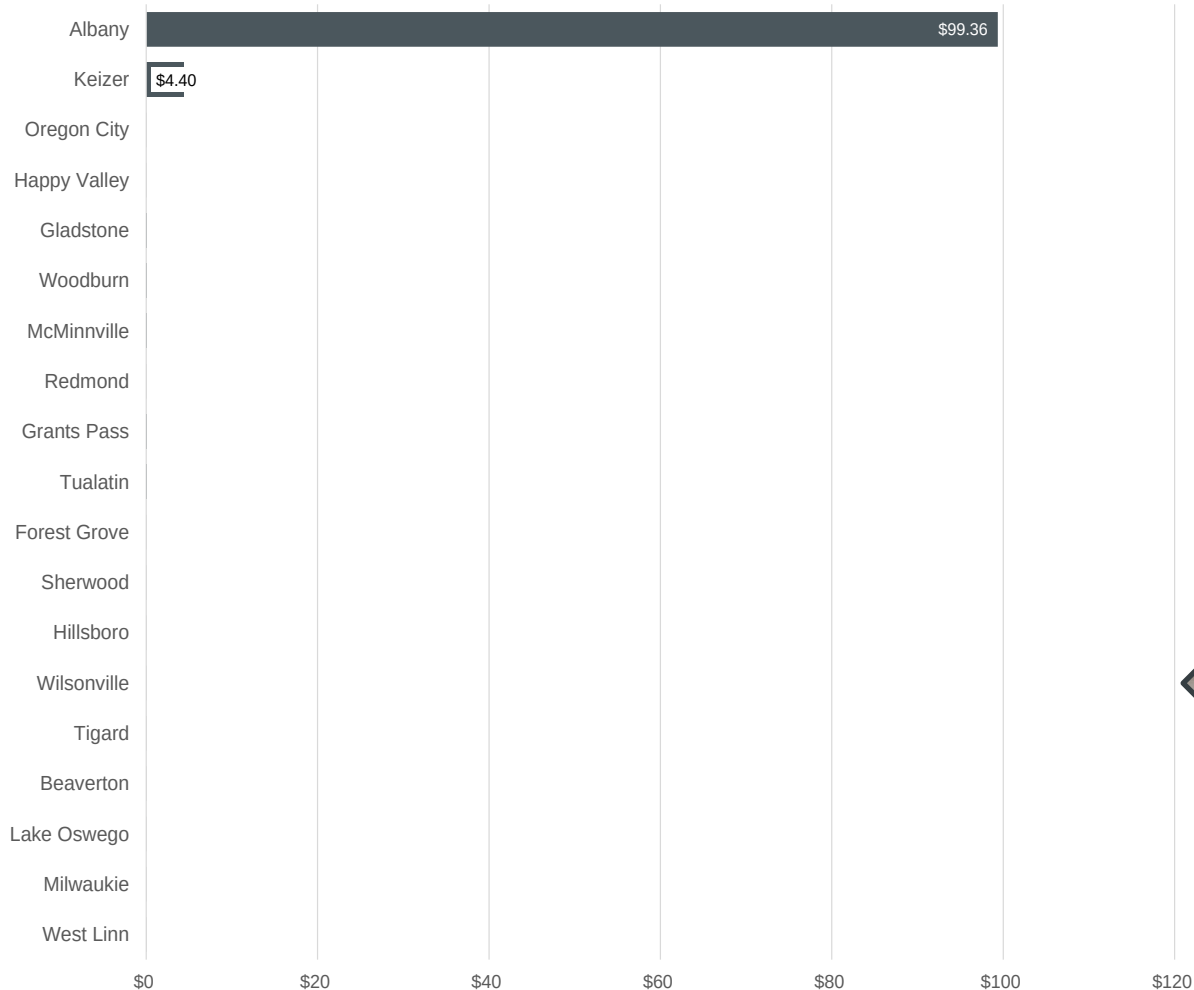
- **Oregon City's Rank: - / 2**
- **Assumptions:**
 - » General Safety
 - » City-Service Fee





Public Safety – Discount Store

Item 2.



Free-Standing Discount Store

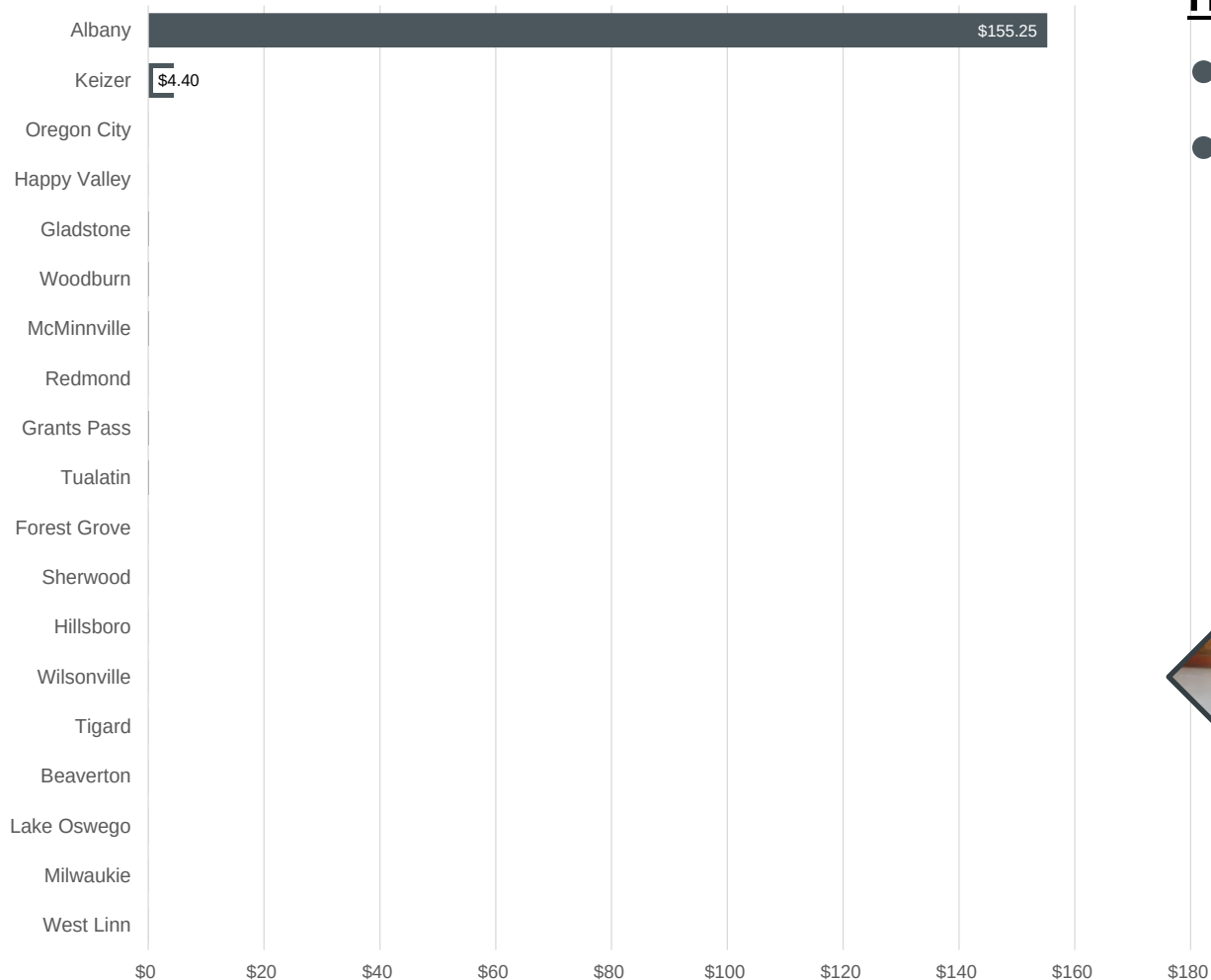
- Oregon City's Rank: - / 2
- Assumptions:
 - » General Safety
 - » City-Service Fee





Public Safety - Hotel

Item 2.



Hotel

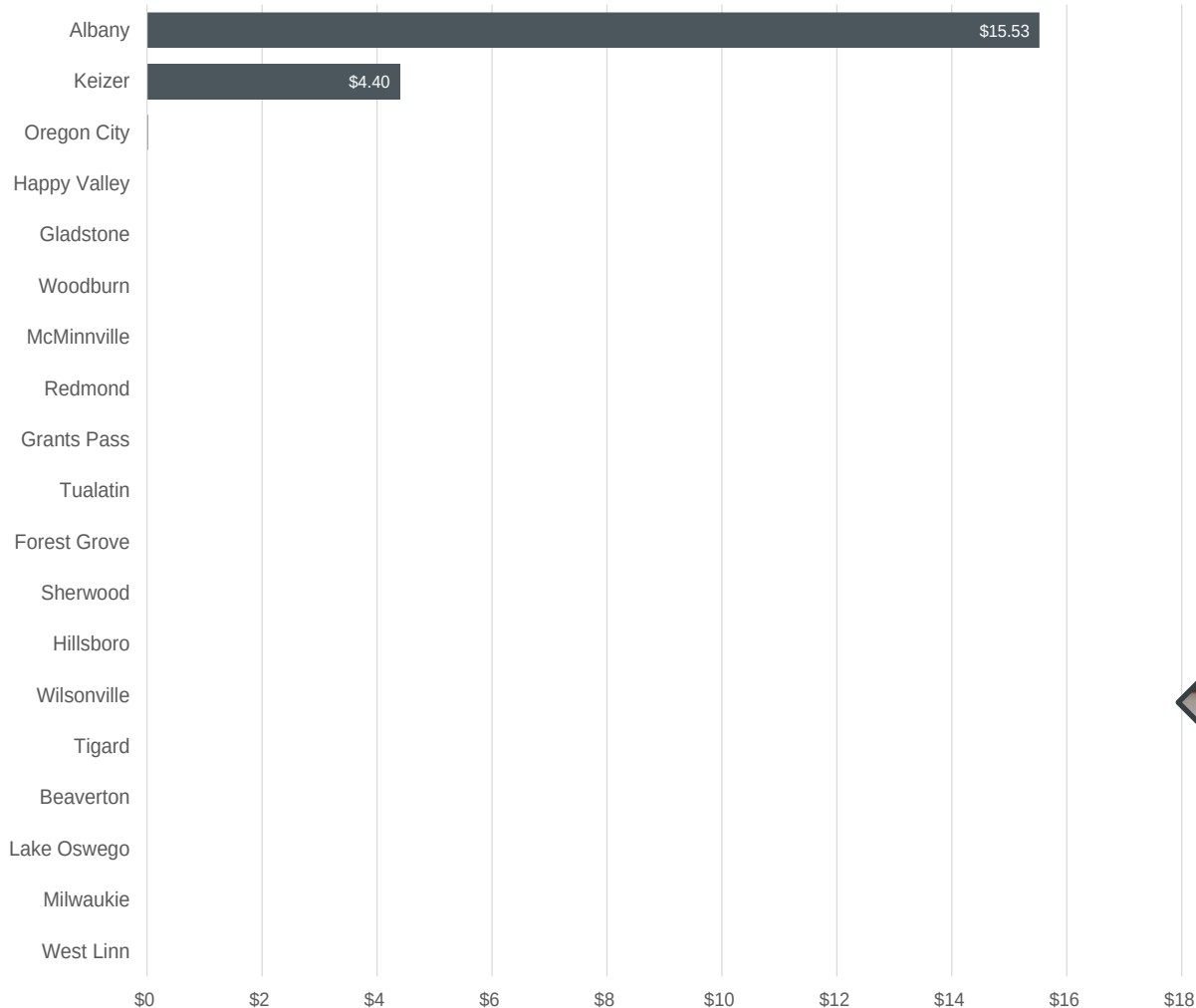
- **Oregon City's Rank: - / 2**
- **Assumptions:**
 - » General Safety
 - » City-Service Fee





Public Safety - Manufacturing

Item 2.



Manufacturing

- **Oregon City's Rank: - / 2**
- **Assumptions:**
 - » General Safety
 - » City-Service Fee





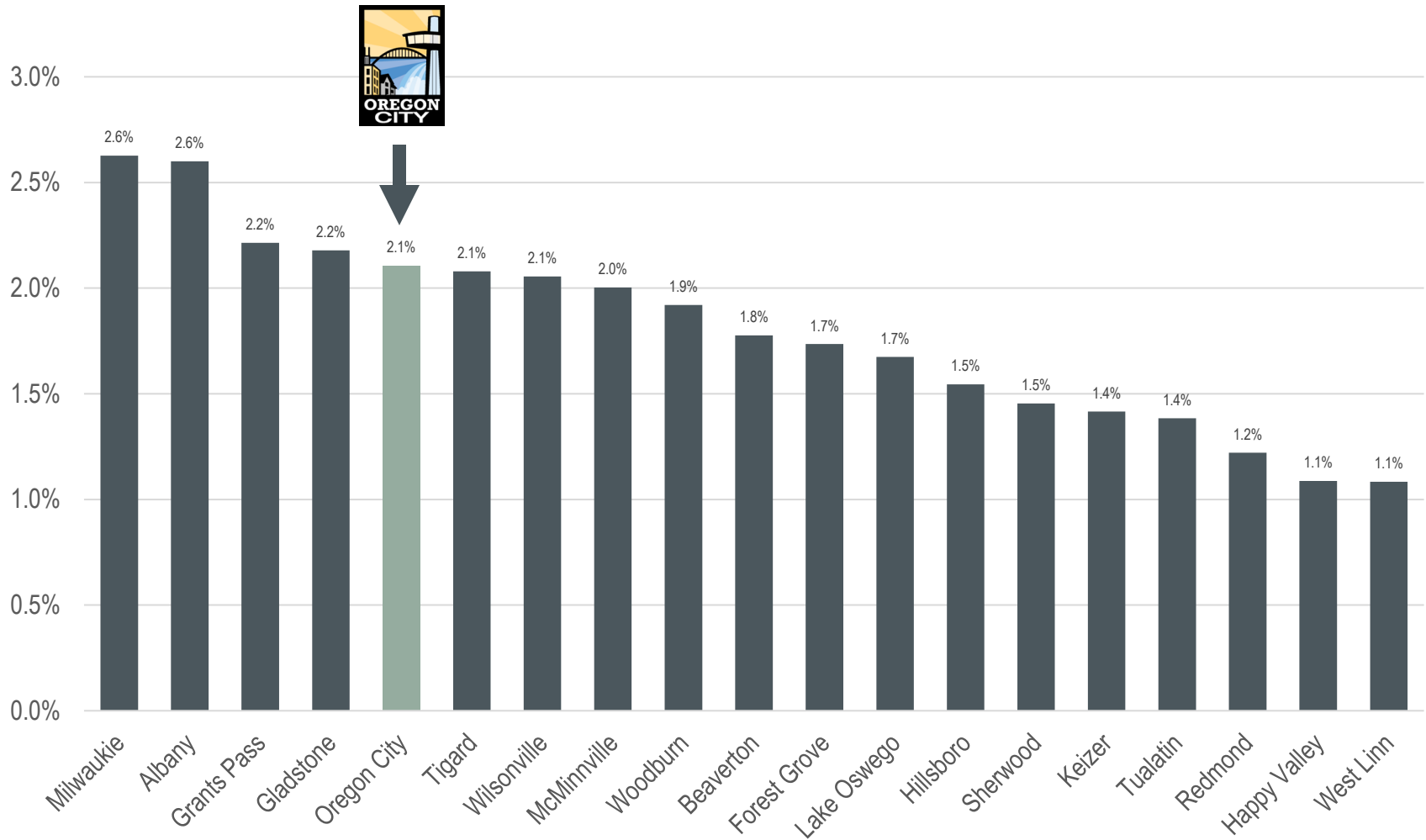
Monthly Utility Rate Ranking Summary

Item 2.

Utility	SFR	Office	Restaurant	Discount Store	Hotel	Manufacturing
Water (19 Total)	12th	1st	7th	6th	5th	6th
Wastewater (19 Total)	15th	12th	13th	14th	14th	12th
Stormwater (17 Total)	9th	16th	16th	16th	16th	16th
Transportation (10 Total)	9th	4th	7th	6th	6th	5th
Public Safety (3 Total)	3rd	-	-	-	-	-



Monthly Rates as a % of MHI

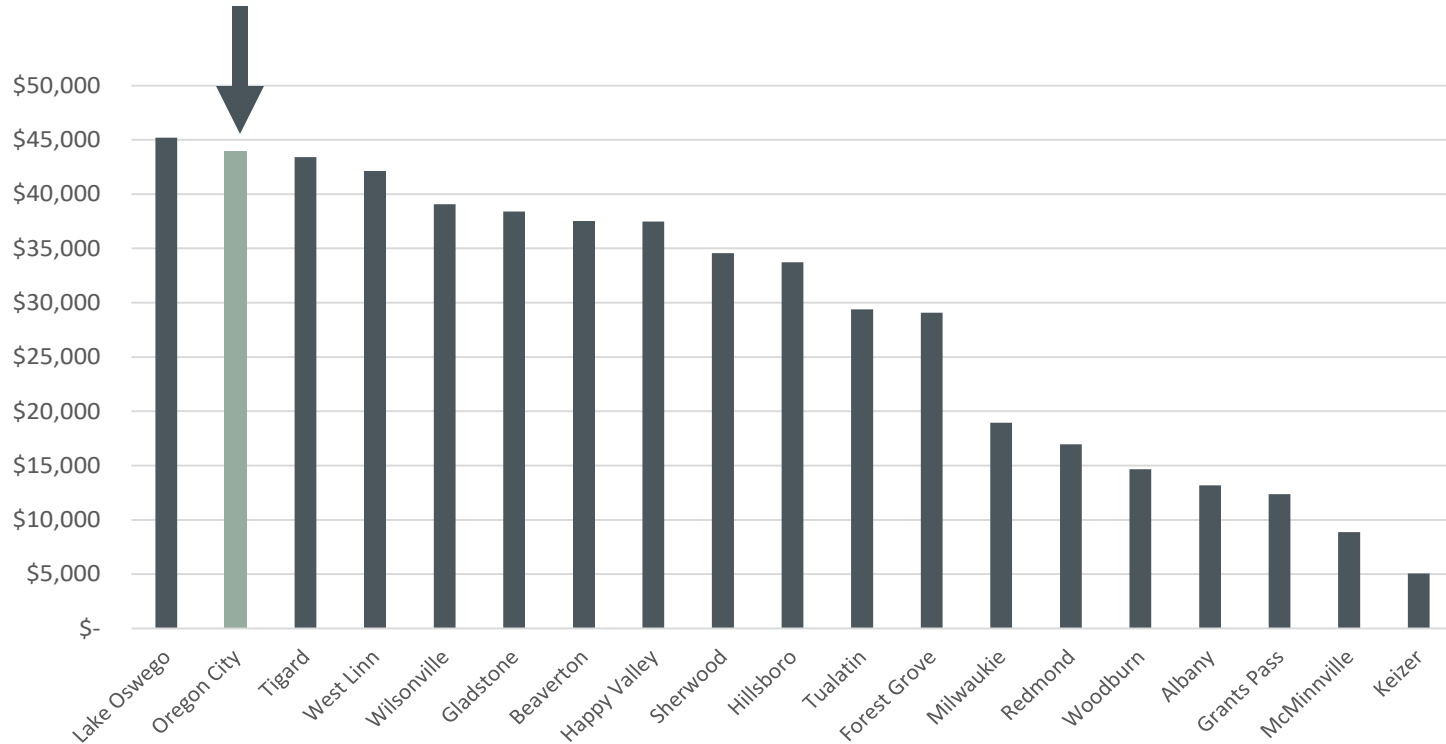


Monthly Rates as a % of Median Household Income

System Development Charges



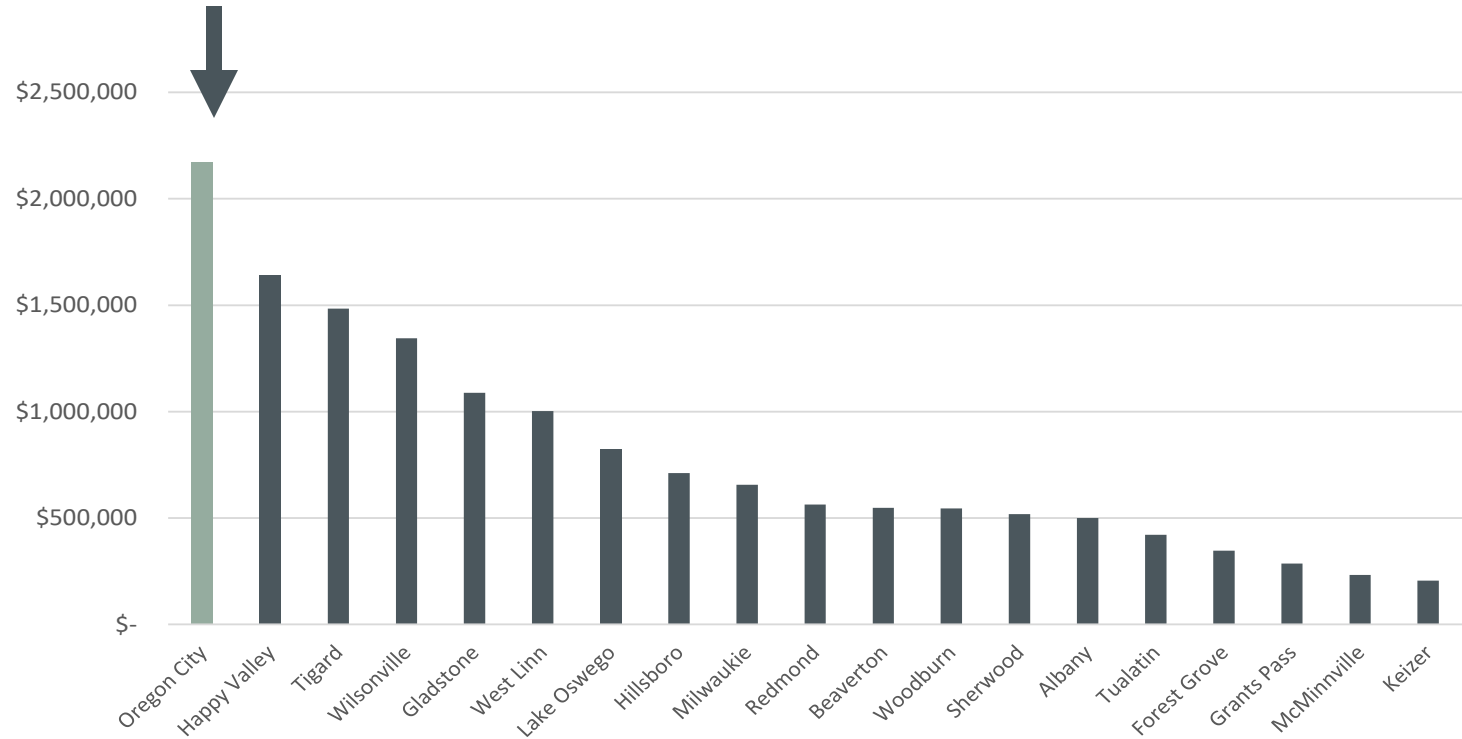
Combined SDC - Residential



City of Oregon Overall Residential Rank: 18 / 19



Combined SDC – General Office

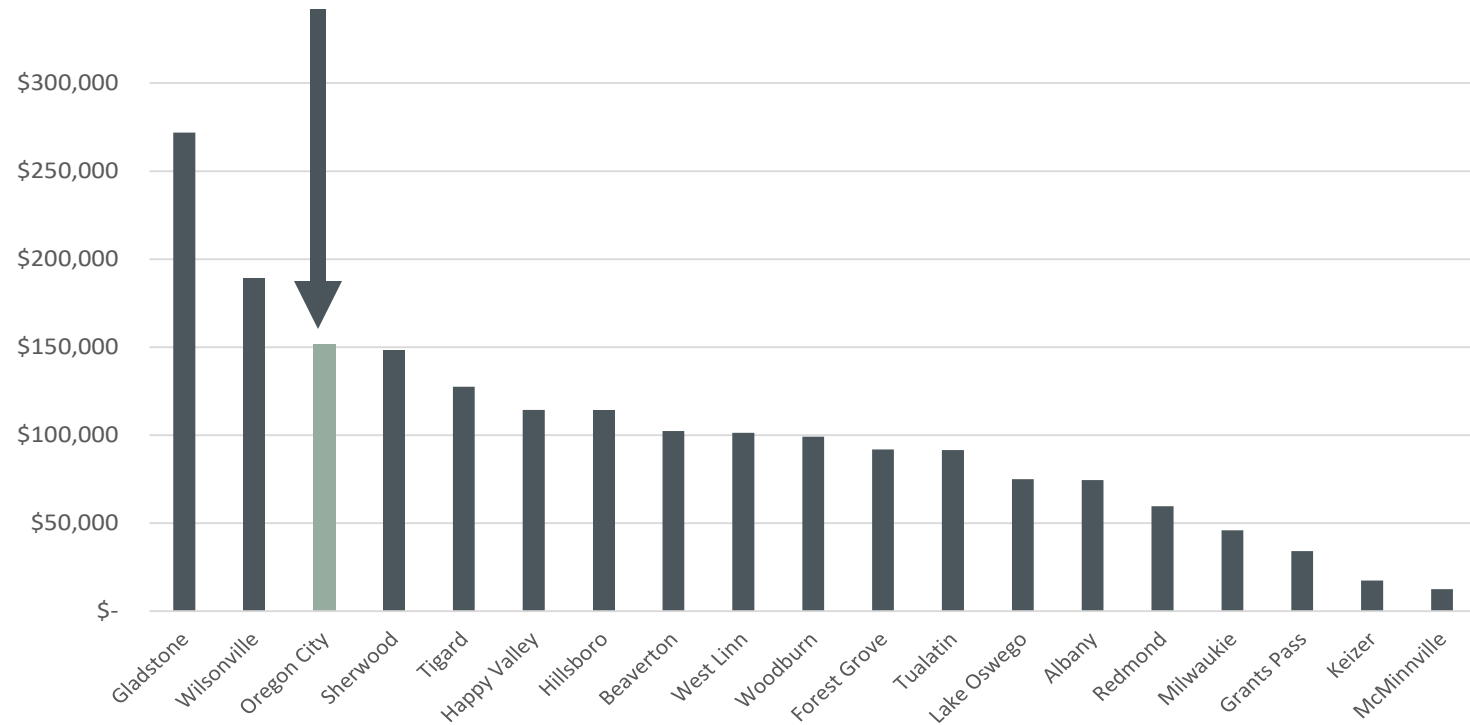


City of Oregon Overall General Office Rank: 19 / 19



Combined SDC – Restaurant

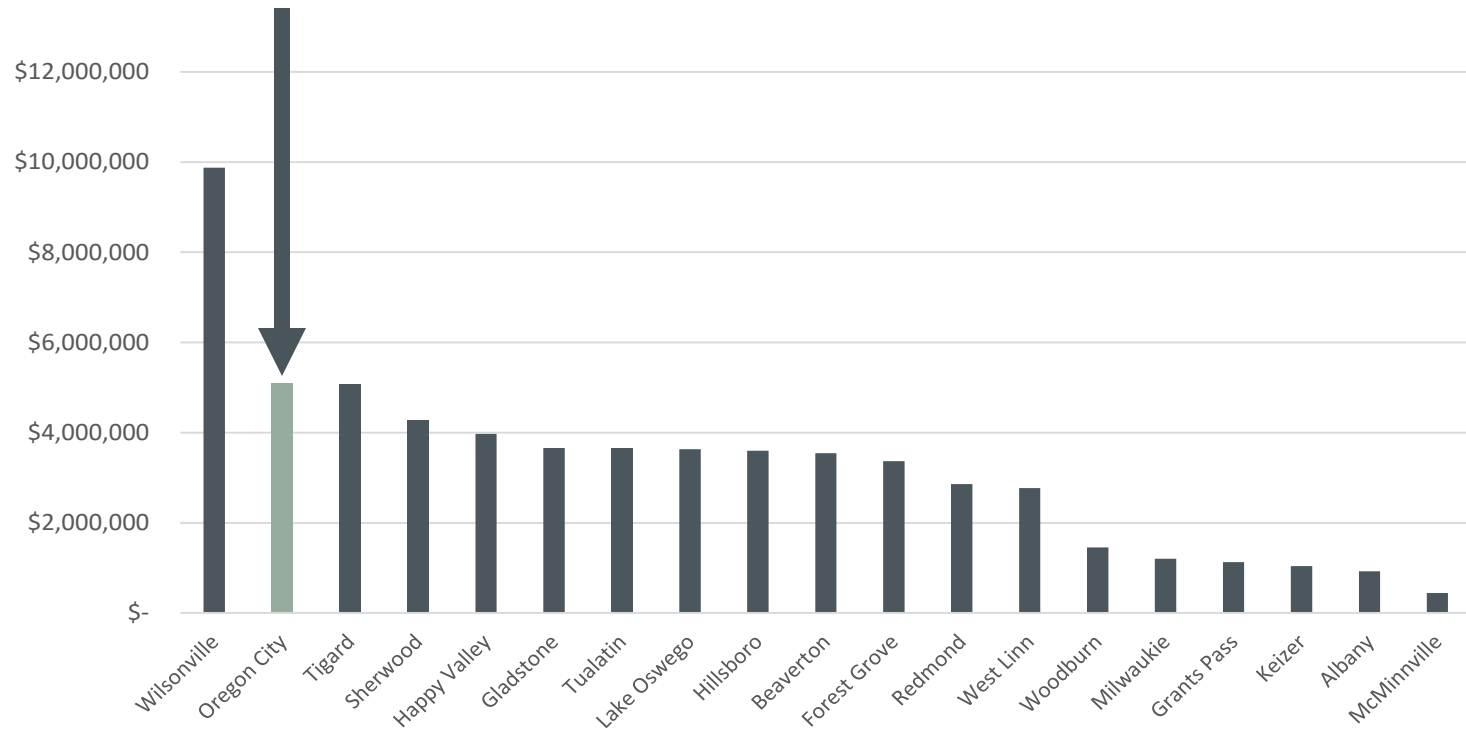
Item 2.



City of Oregon Overall Quality Restaurant Rank: 17 / 19



Combined SDC – Discount Store

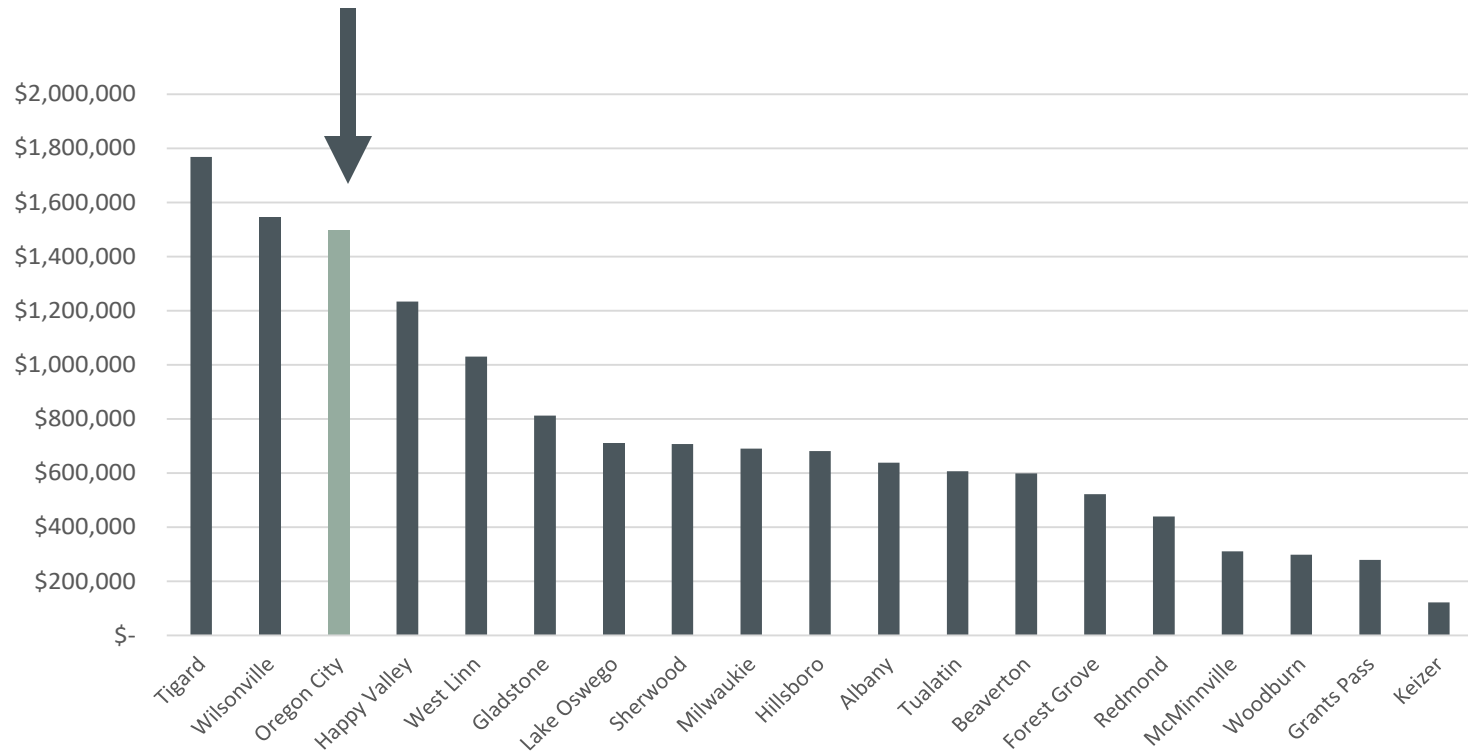


City of Oregon Overall Free-Standing Discount Store Rank: 18 / 19



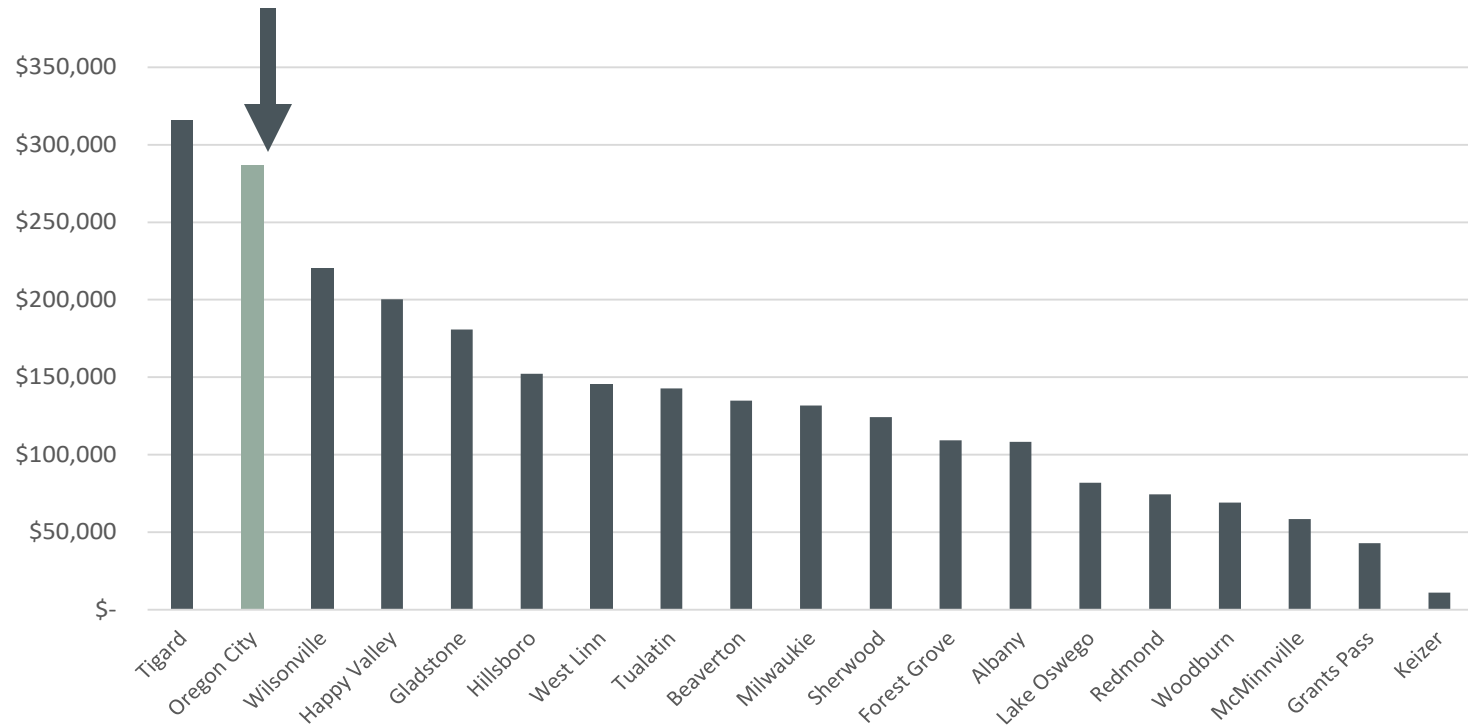
Combined SDC - Hotel

Item 2.



City of Oregon Overall Hotel Rank: 17 / 19

Combined SDC - Manufacturing

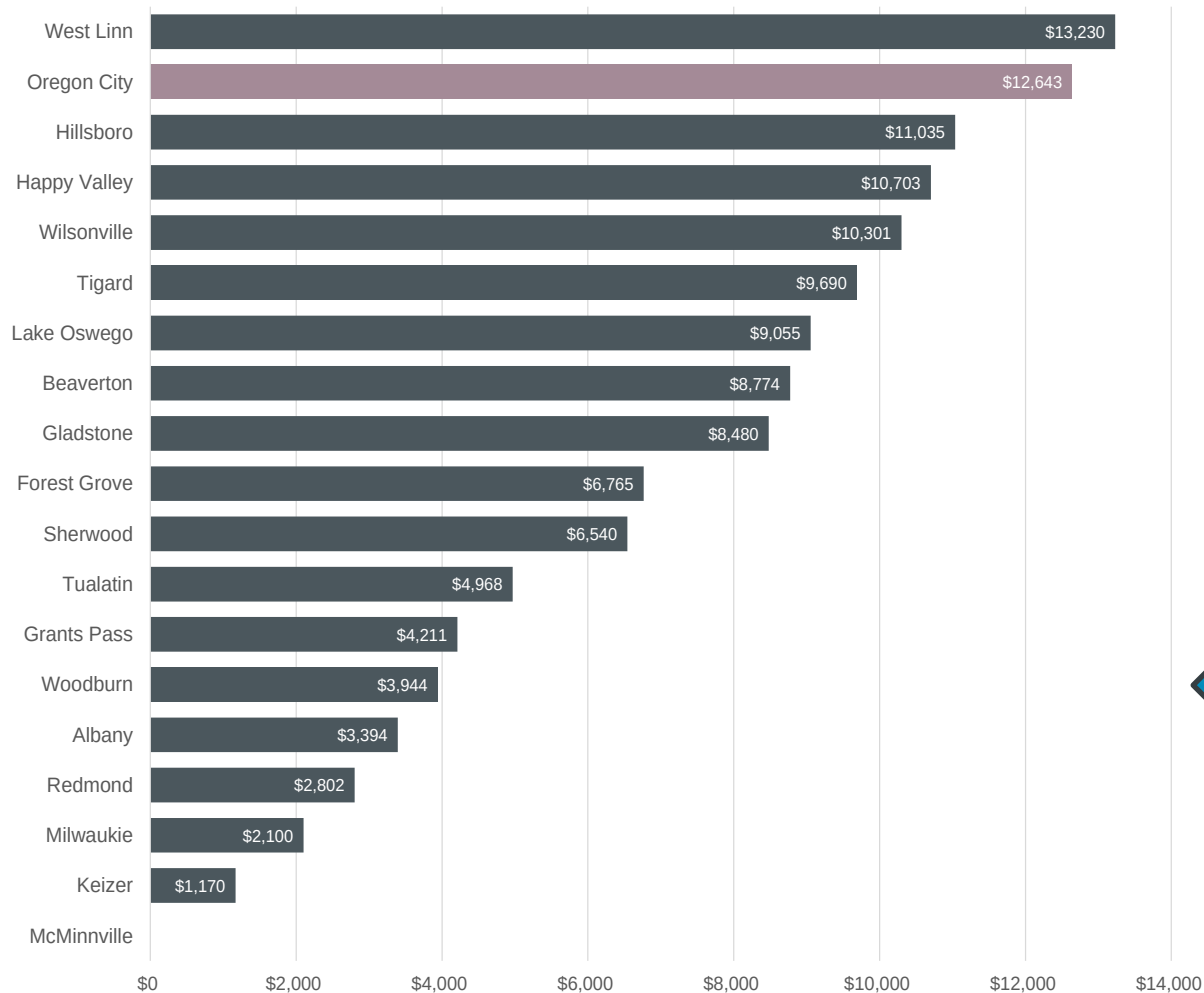


City of Oregon Overall Manufacturing Rank: 18 / 19



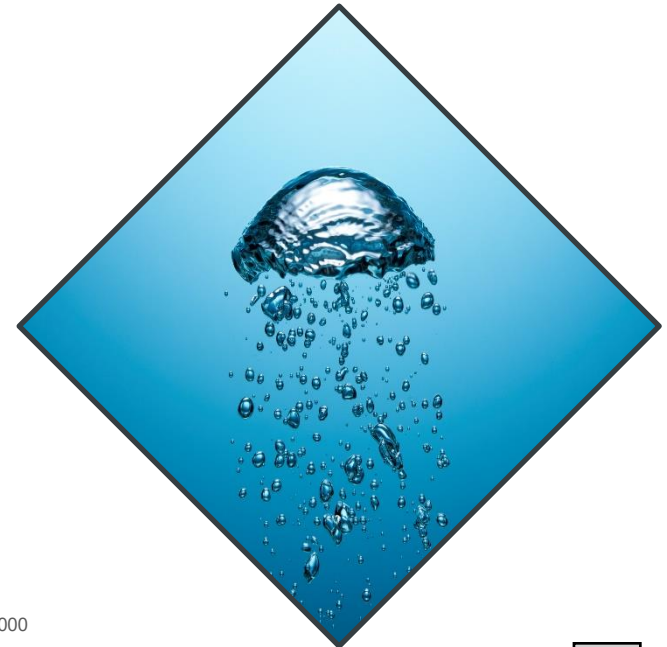
Water SDC - Residential

Item 2.



Single-Family Residential

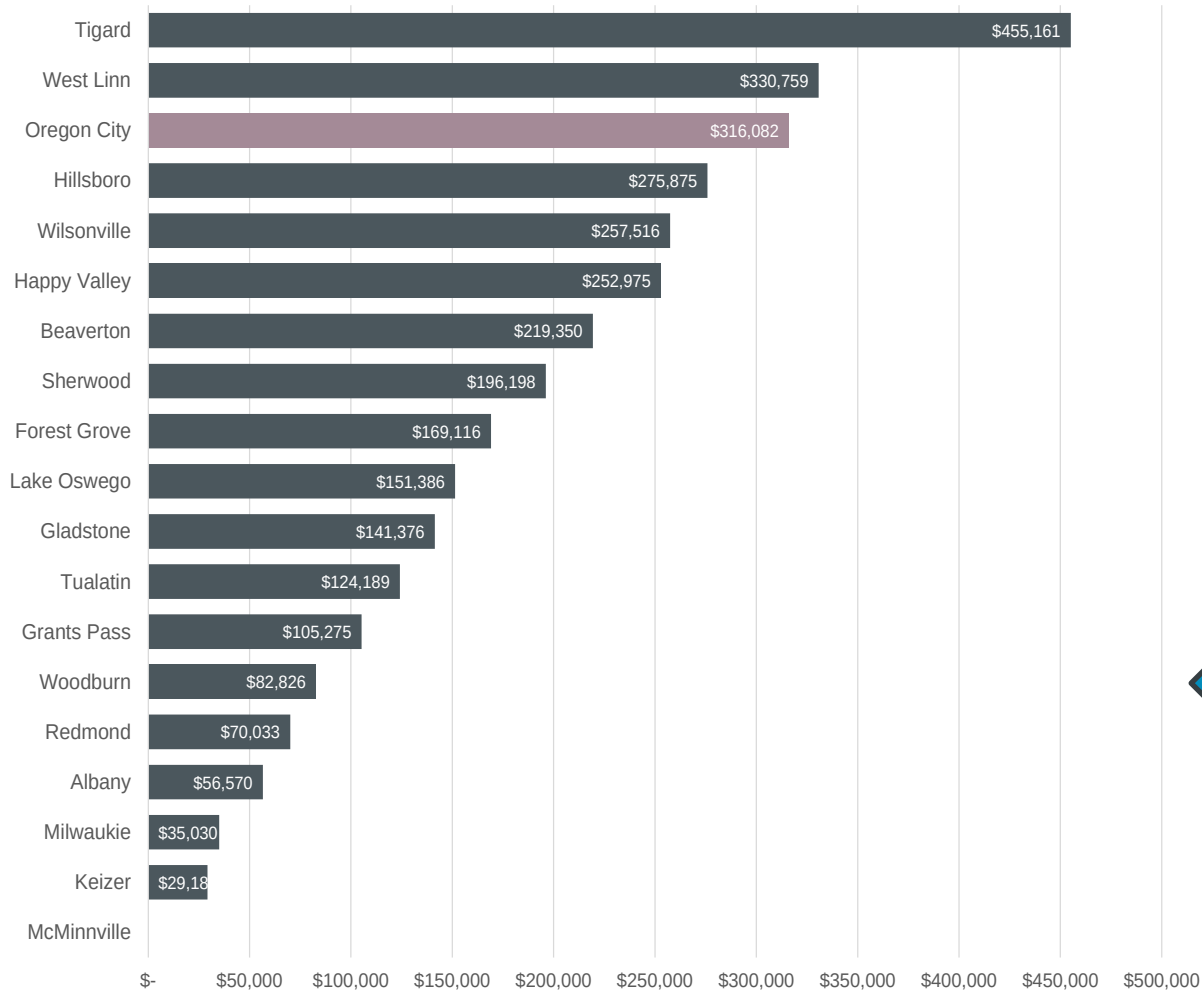
- Oregon City's Rank: 17 / 18
- Assumptions:
 - » 5/8" – 3/4" Meter





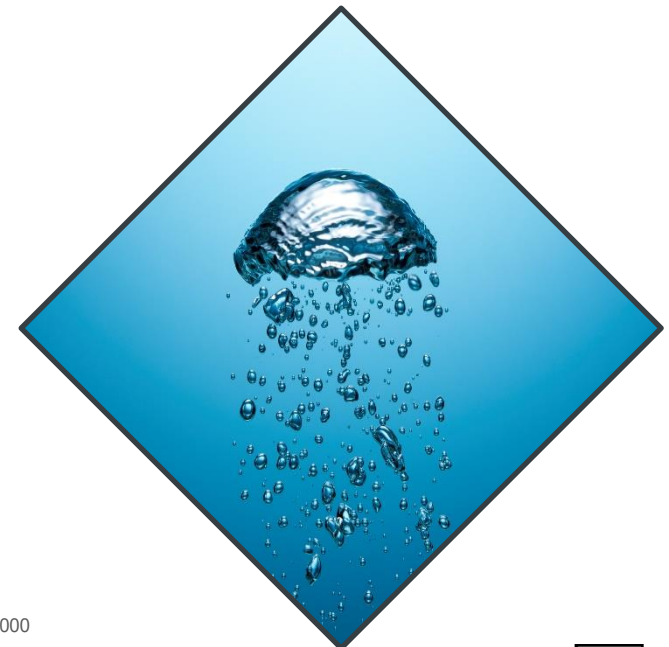
Water SDC – General Office

Item 2.



General Office Building

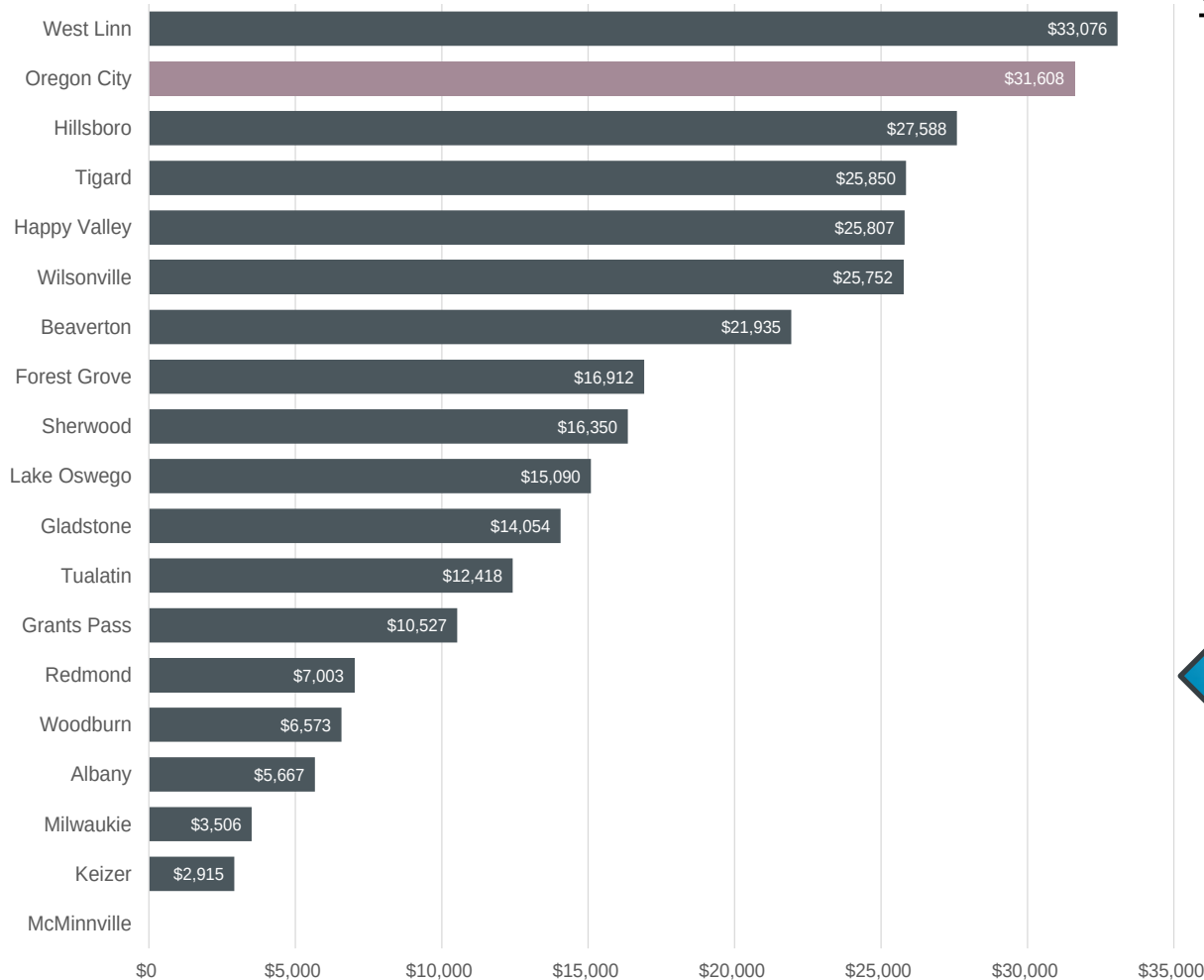
- Oregon City's Rank: 16 / 18
- Assumptions:
 - » 5/8" – 3/4" Meter
 - » Low Strength





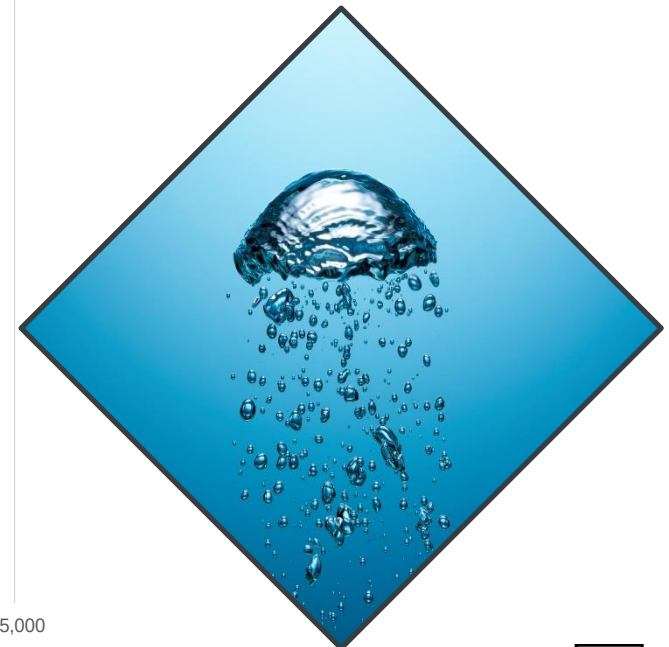
Water SDC – Restaurant

Item 2.



Quality Restaurant

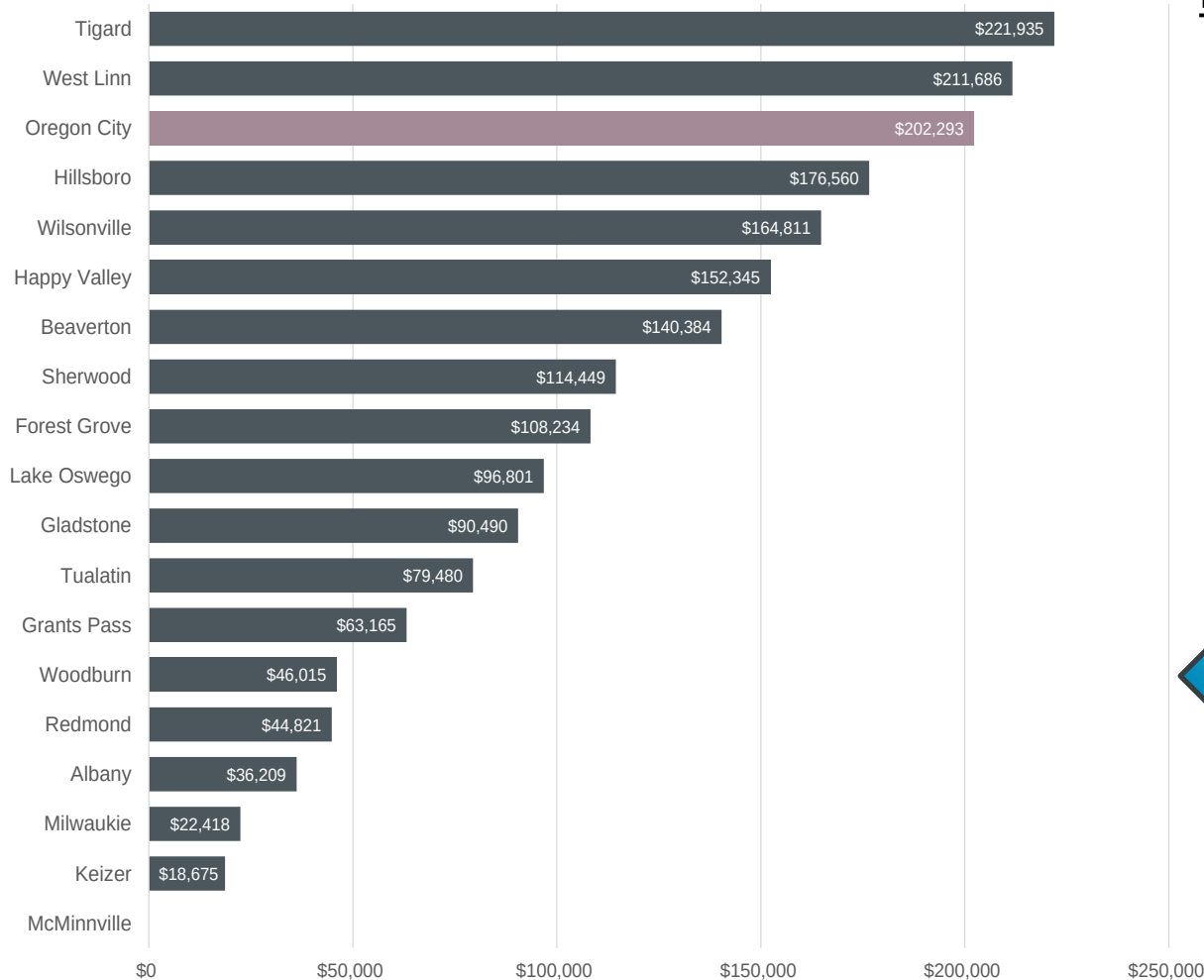
- Oregon City's Rank: 17 / 18
- Assumptions:
 - » 1" Meter
 - » Medium Strength





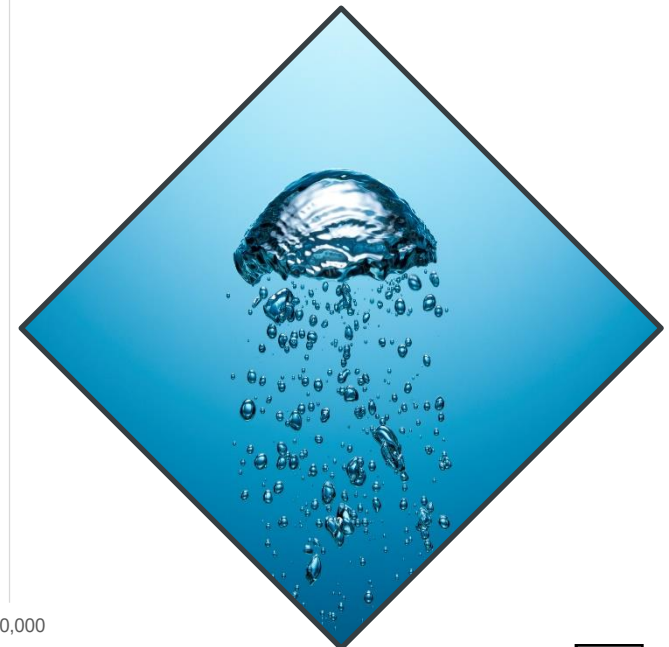
Water SDC – Discount Store

Item 2.



Free-Standing Discount Store

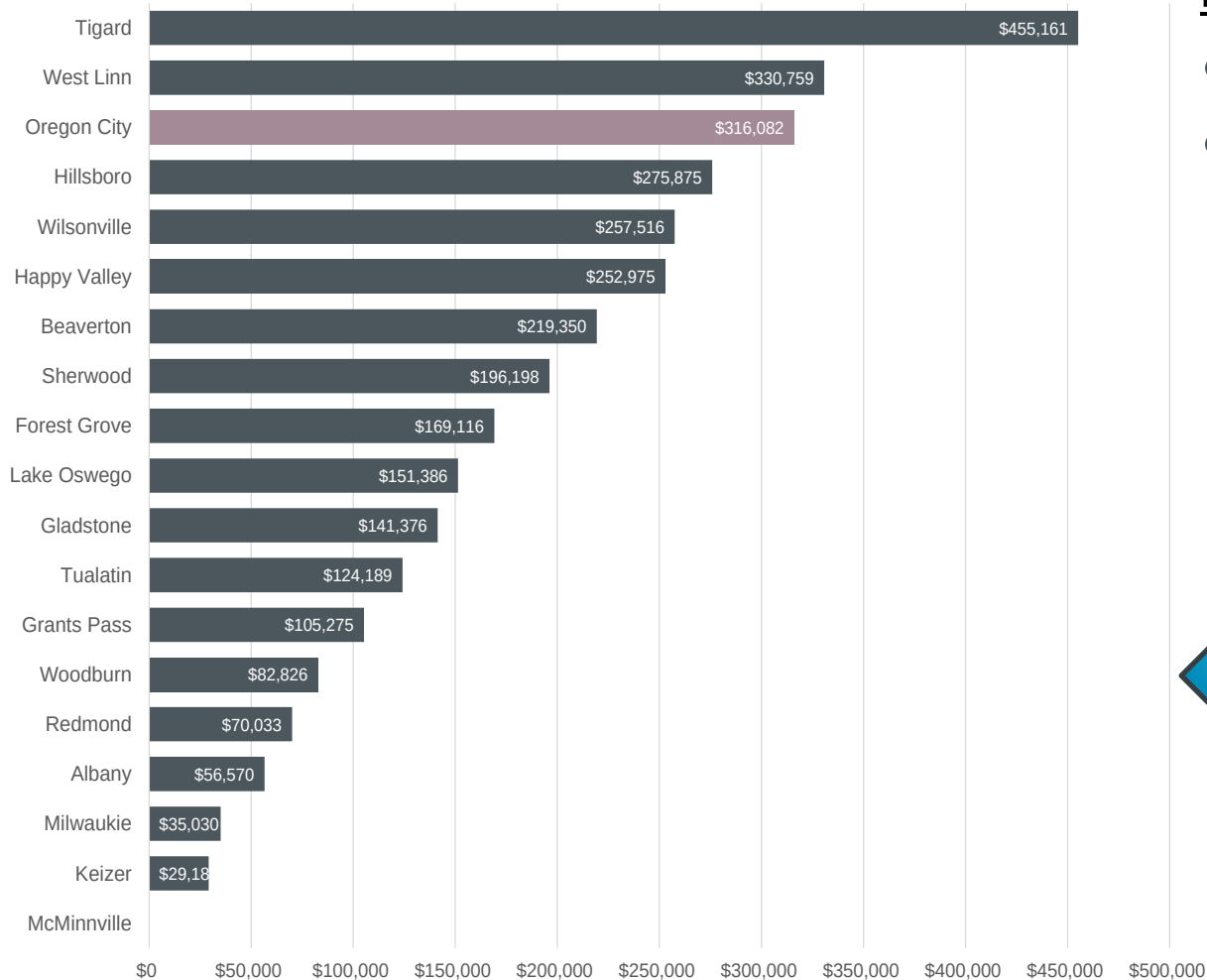
- Oregon City's Rank: 16 / 18
- Assumptions:
 - » 3" Meter
 - » Medium Strength





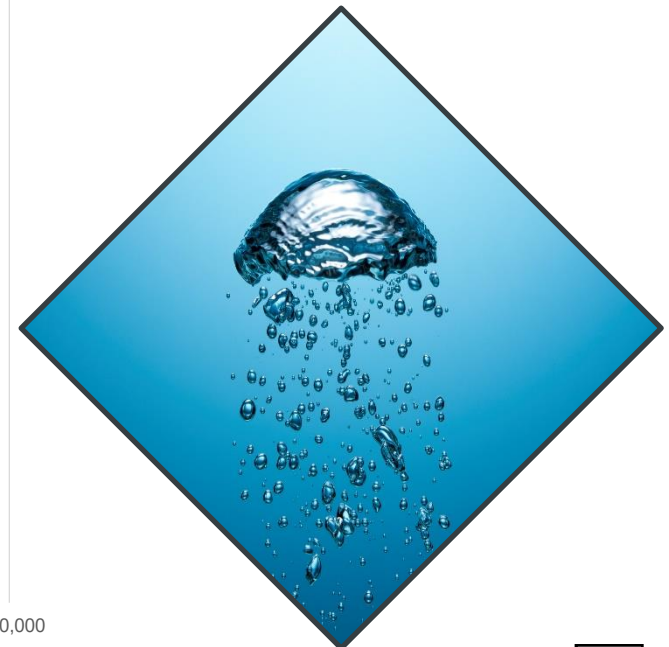
Water SDC - Hotel

Item 2.



Hotel

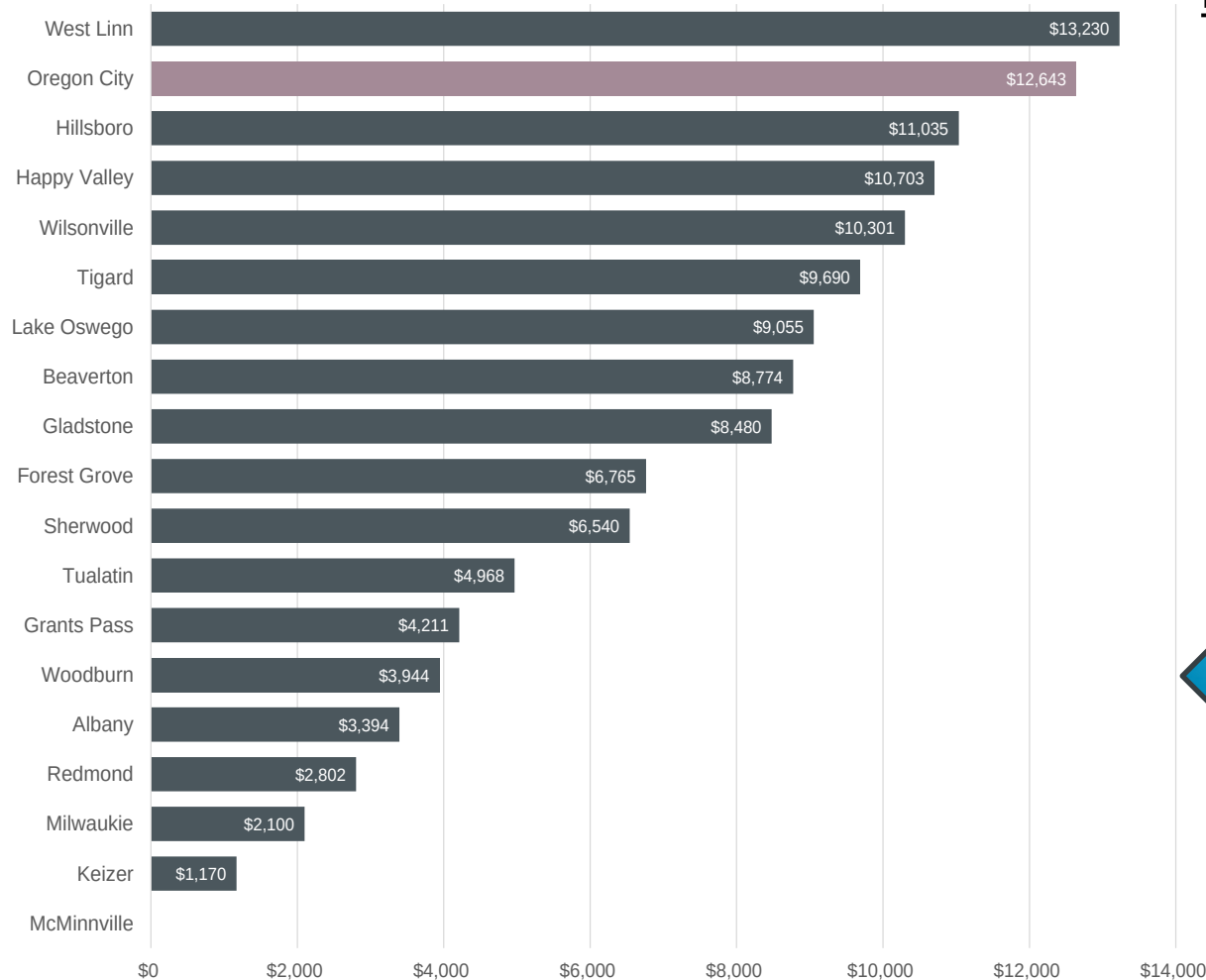
- Oregon City's Rank: 16 / 18
- Assumptions:
 - » 4" Meter
 - » Low Strength





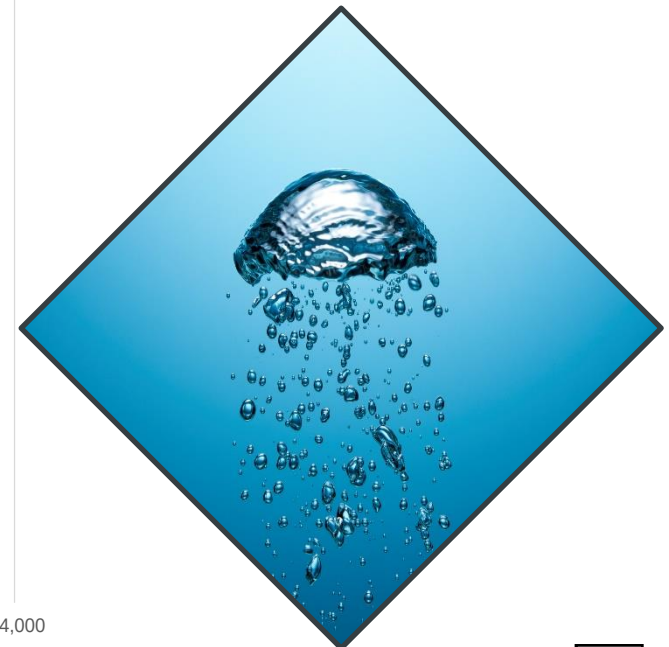
Water SDC - Manufacturing

Item 2.



Manufacturing

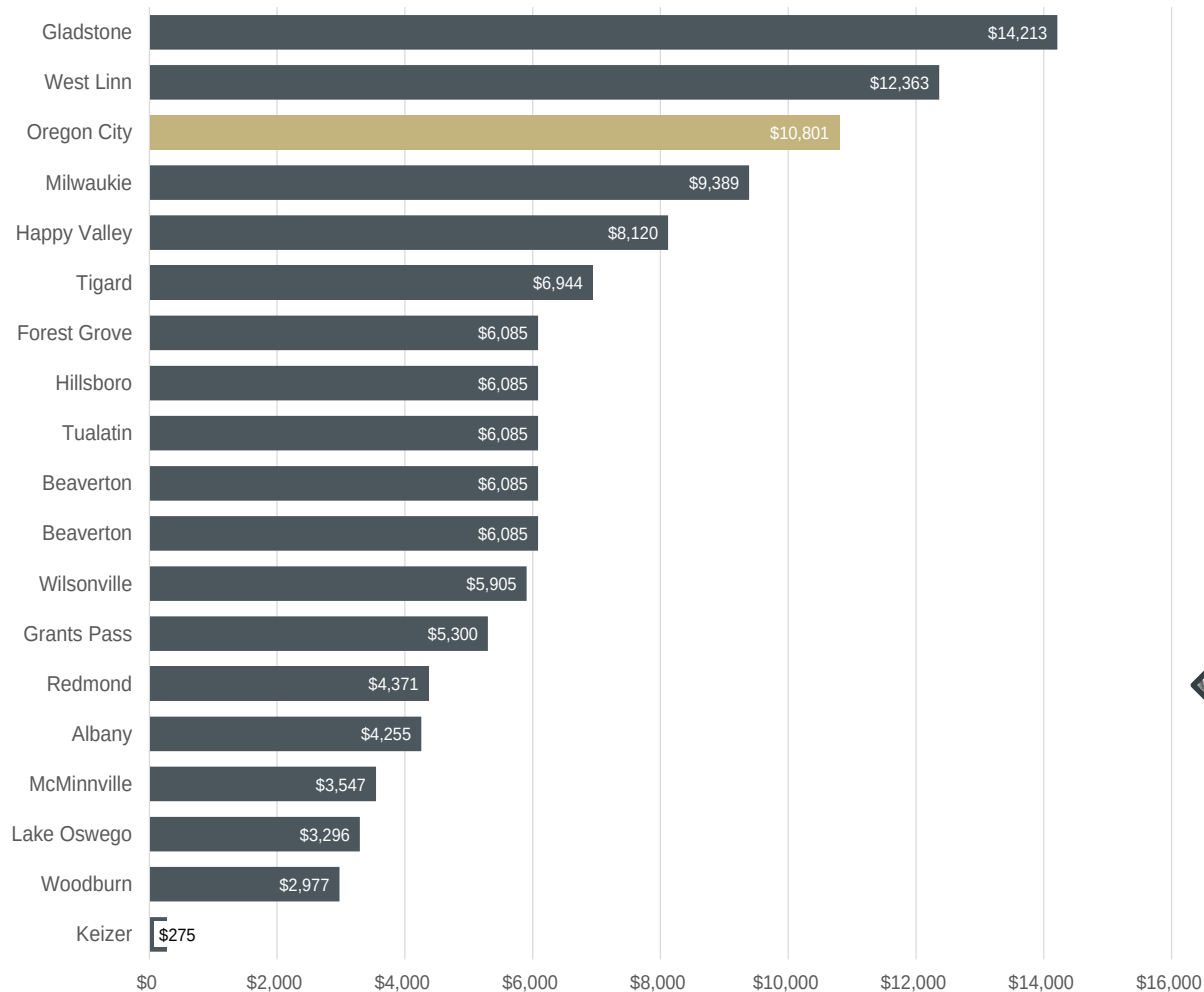
- Oregon City's Rank: 17 / 18
- Assumptions:
 - » 1" Meter
 - » High Strength





Sewer SDC - Residential

Item 2.



Single-Family Residential

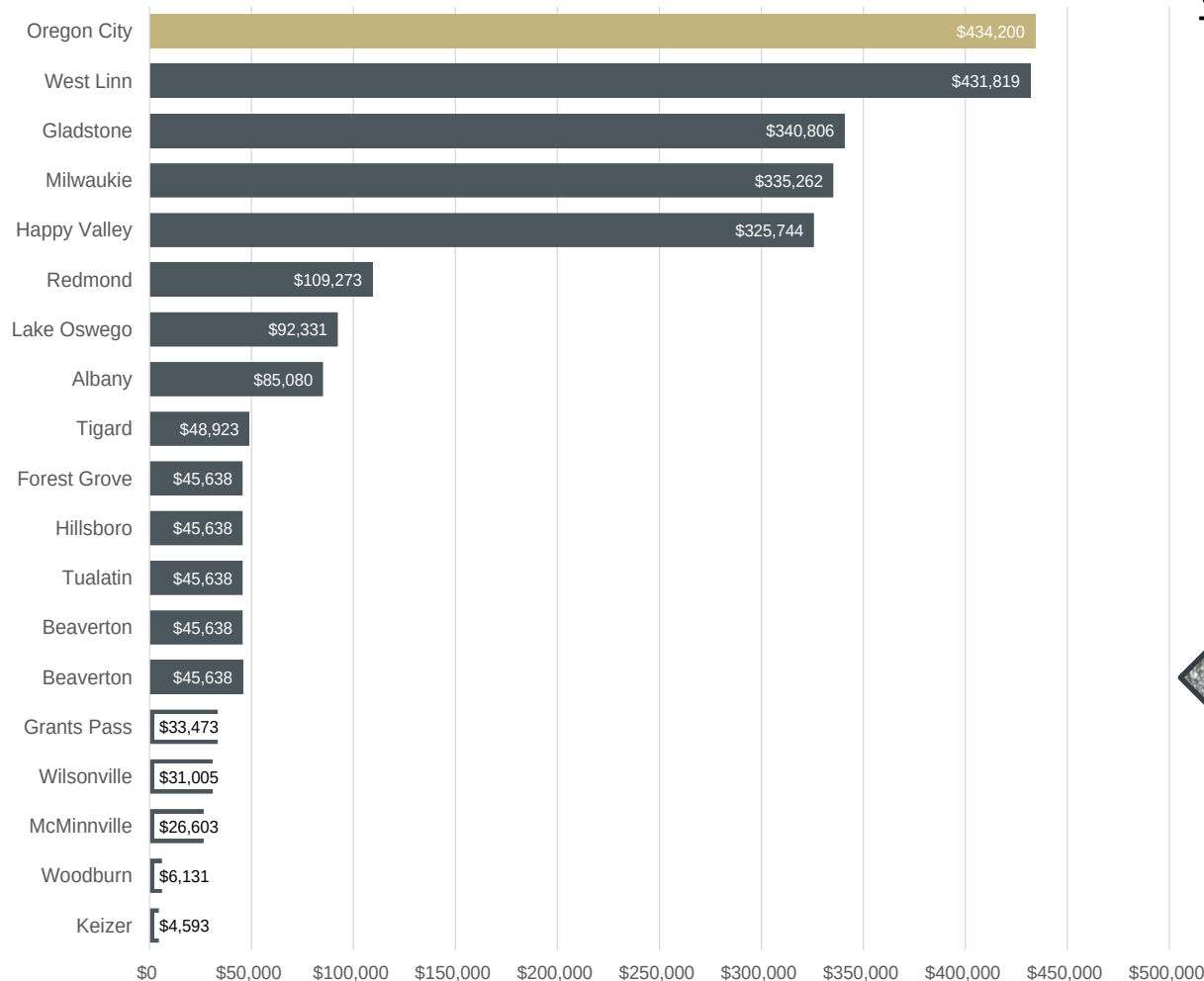
- Oregon City's Rank: 17 / 19
- Assumptions:
 - » 5/8" – 3/4" Meter





Sewer SDC – General Office

Item 2.



General Office Building

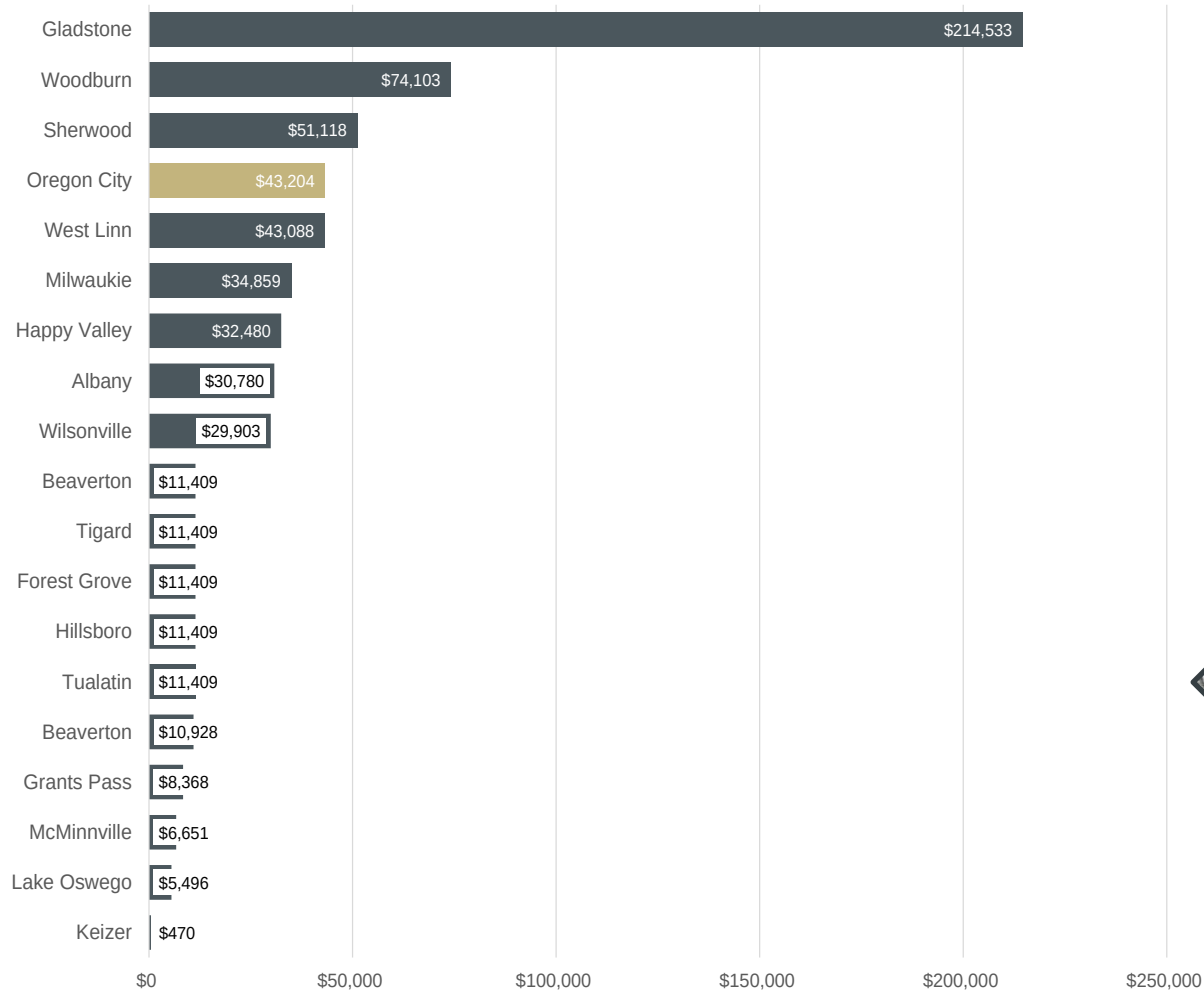
- **Oregon City's Rank: 19 / 19**
- **Assumptions:**
 - » 5/8" – 3/4" Meter
 - » Low Strength





Sewer SDC - Restaurant

Item 2.



Quality Restaurant

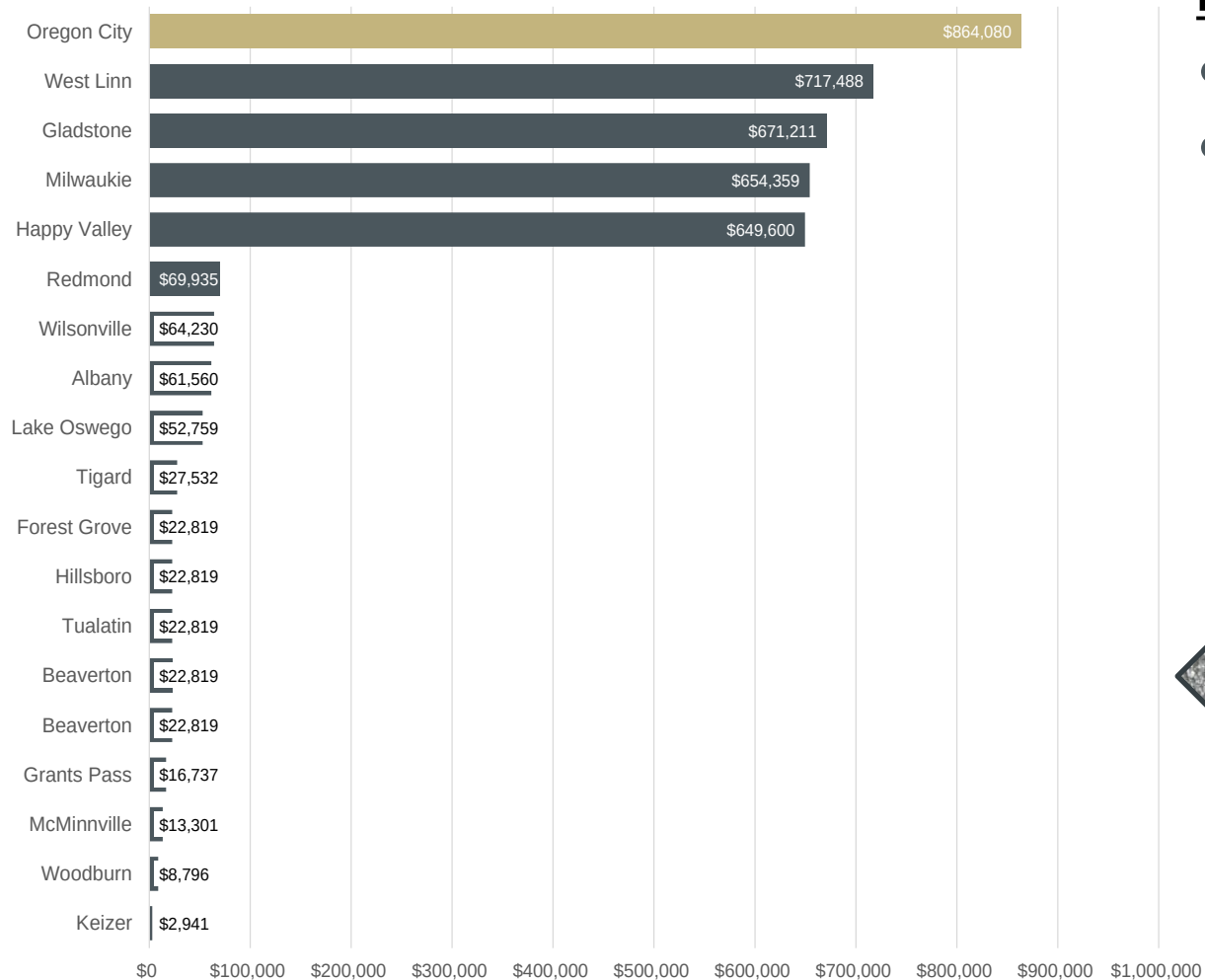
- Oregon City's Rank: 17 / 19
- Assumptions:
 - » 1" Meter
 - » Medium Strength





Sewer SDC – Discount Store

Item 2.



Free-Standing Discount Store

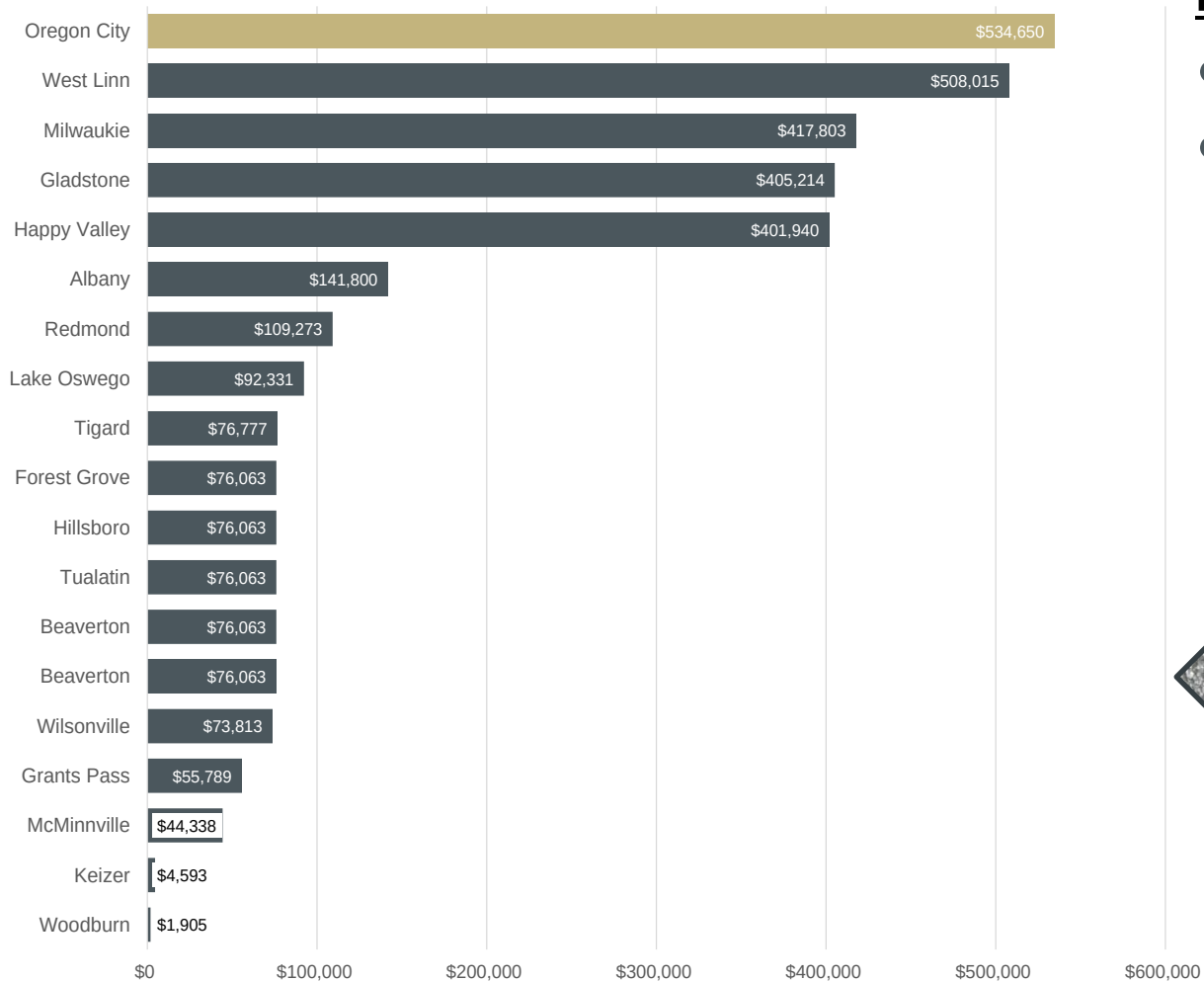
- Oregon City's Rank: 19 / 19
- Assumptions:
 - » 3" Meter
 - » Medium Strength





Sewer SDC - Hotel

Item 2.



Hotel

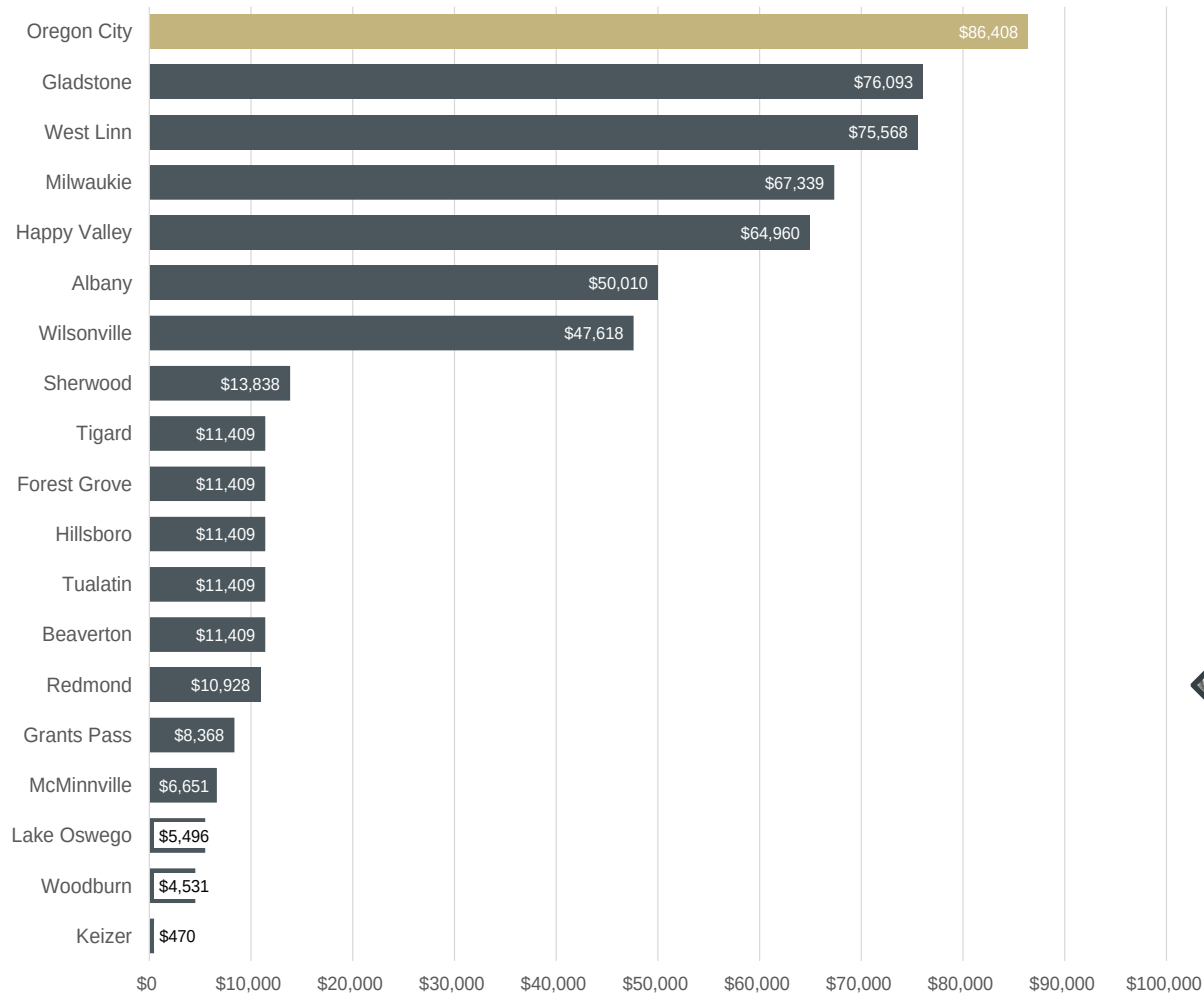
- Oregon City's Rank: 19 / 19
- Assumptions:
 - » 4" Meter
 - » Low Strength





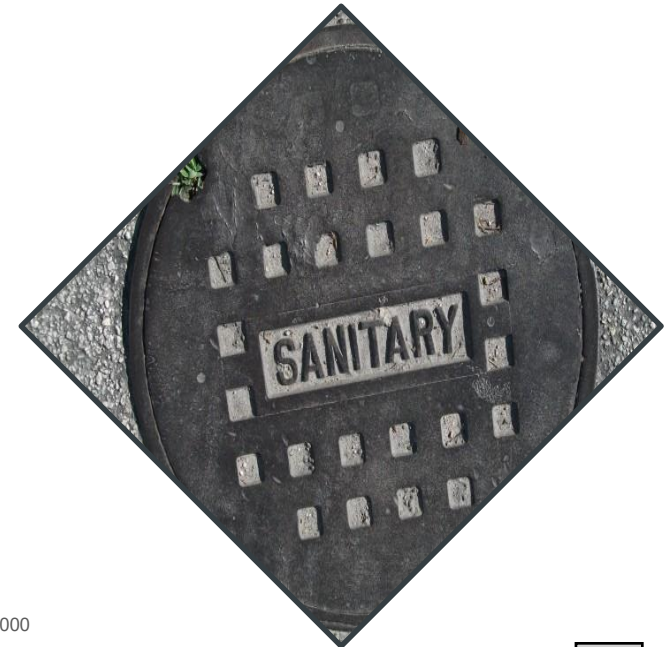
Sewer SDC - Manufacturing

Item 2.



Manufacturing

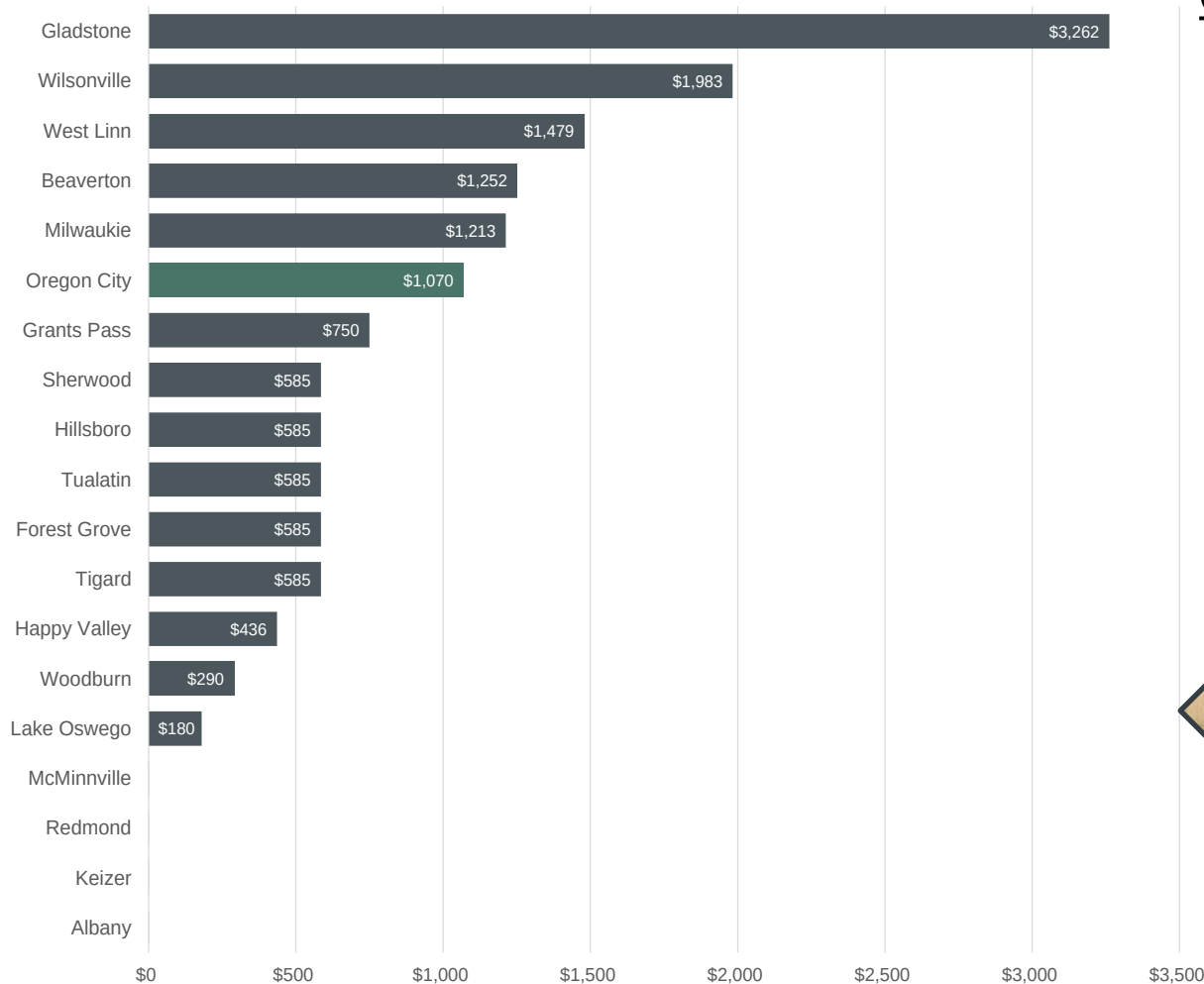
- Oregon City's Rank: 19 / 19
- Assumptions:
 - » 1" Meter
 - » High Strength





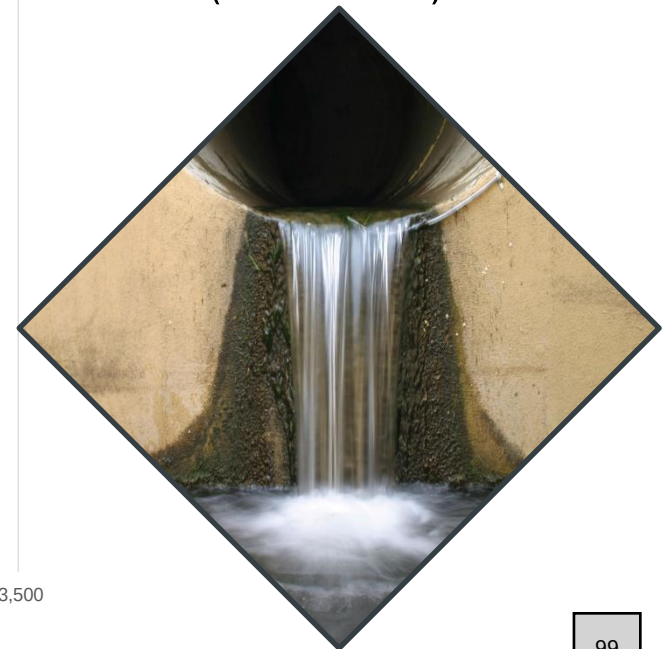
Stormwater SDC - Residential

Item 2.



Single-Family Residential

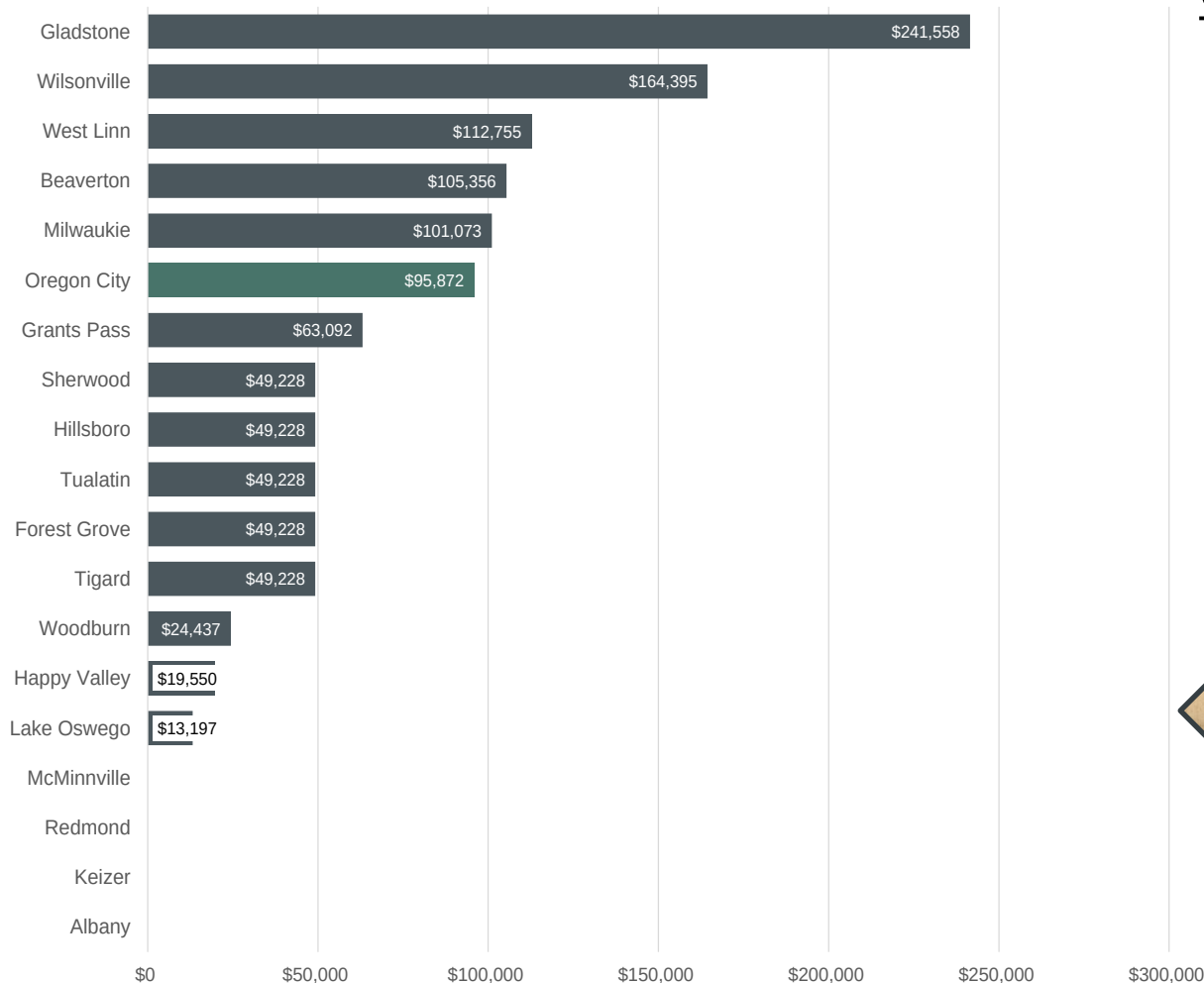
- Oregon City's Rank: 10 / 15
- Assumptions:
 - » 40% Impervious Surface per Sq. Ft.
 - » (ARN x DIF)





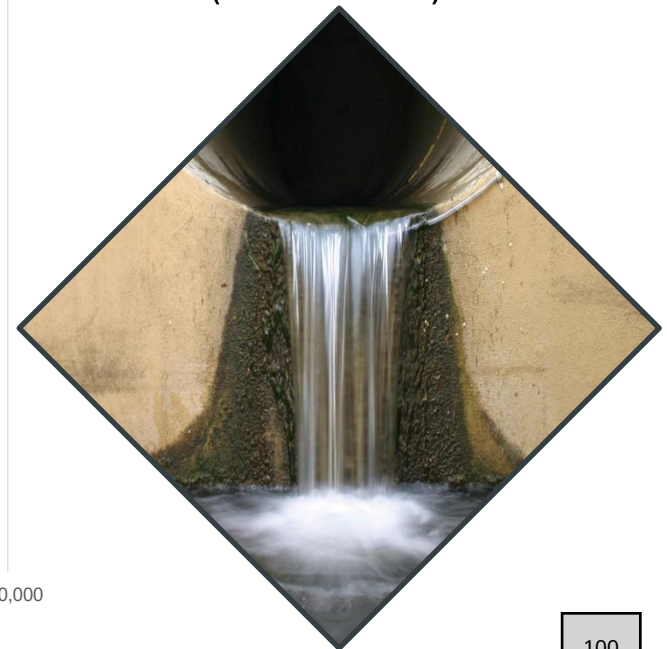
Stormwater SDC – General Office

Item 2.



General Office Building

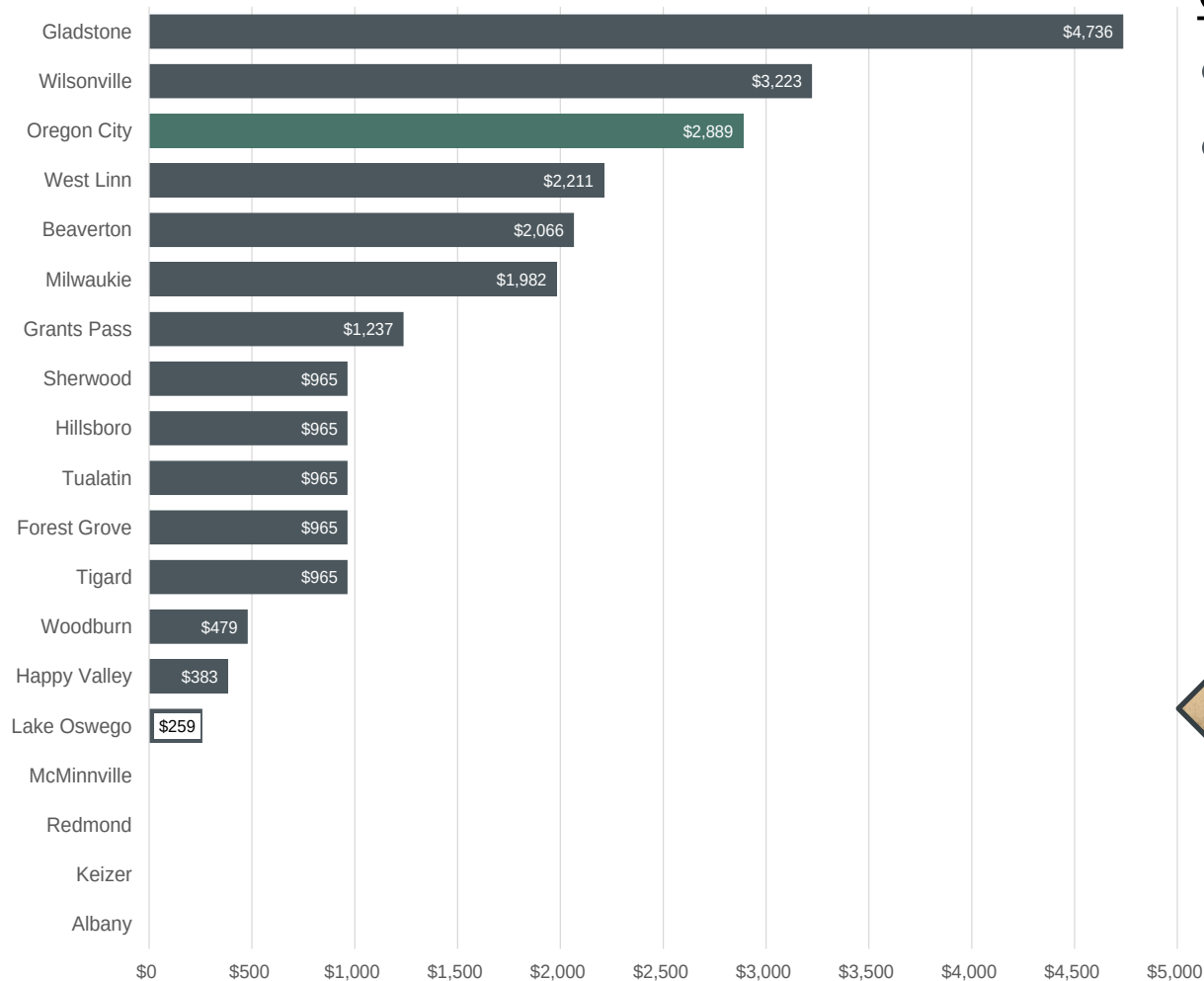
- **Oregon City's Rank: 10 / 15**
- **Assumptions:**
 - » 40% Impervious Surface per Sq. Ft.
 - » (ARN x DIF)





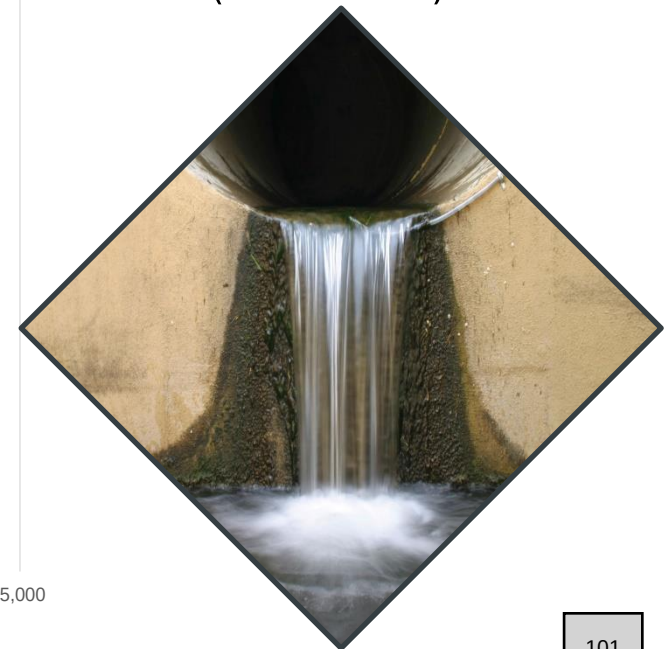
Stormwater SDC - Restaurant

Item 2.



Quality Restaurant

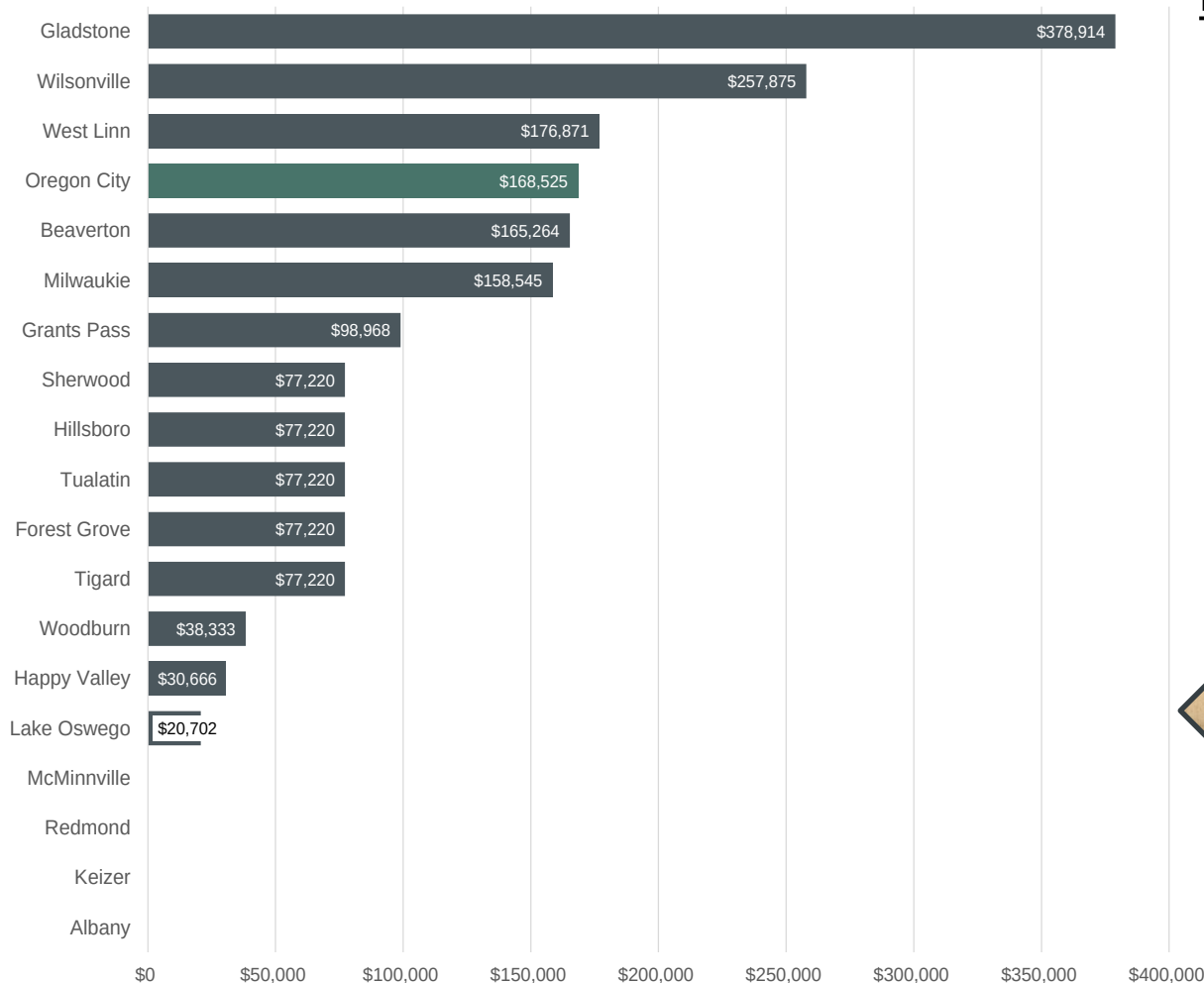
- Oregon City's Rank: 13 / 15
- Assumptions:
 - » 40% Impervious Surface per Sq. Ft.
 - » (ARN x DIF)





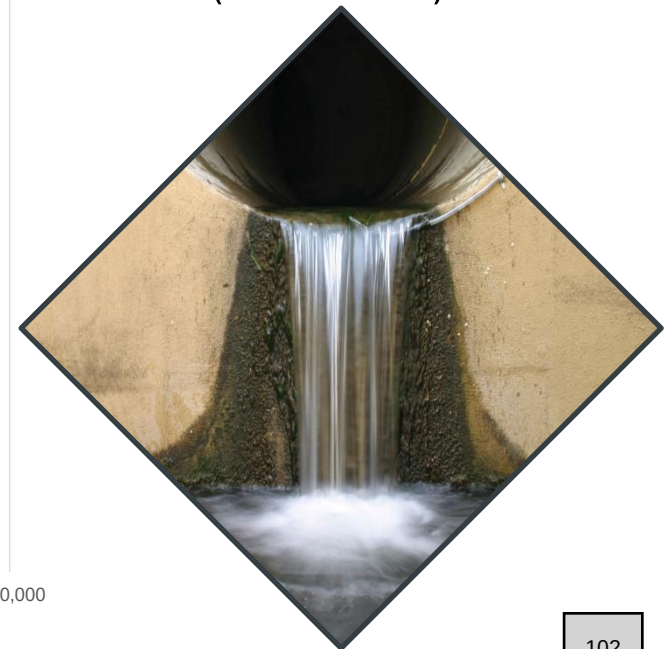
Stormwater SDC – Discount Store

Item 2.



Free-Standing Discount Store

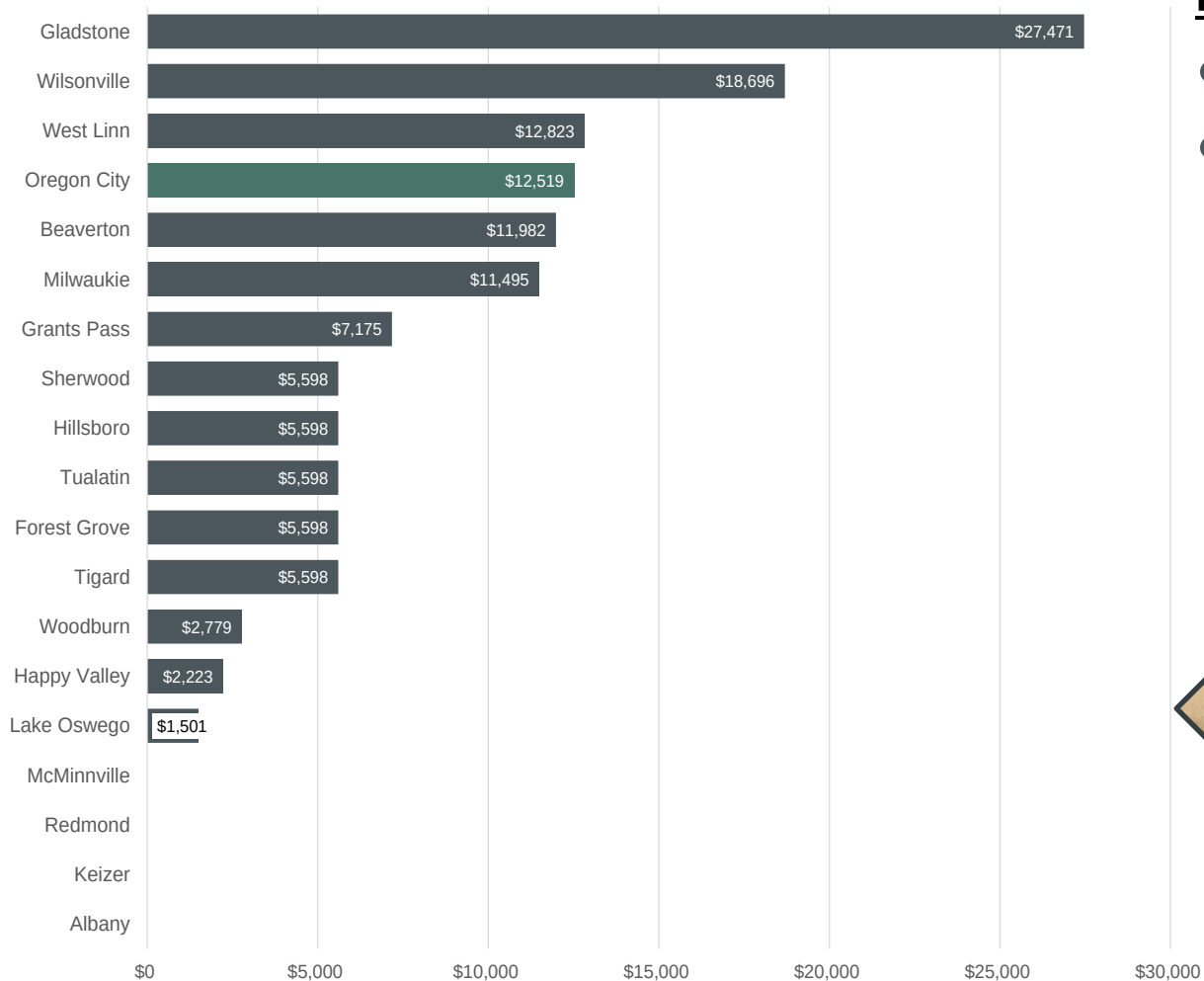
- Oregon City's Rank: 12 / 15
- Assumptions:
 - » 40% Impervious Surface per Sq. Ft.
 - » (ARN x DIF)





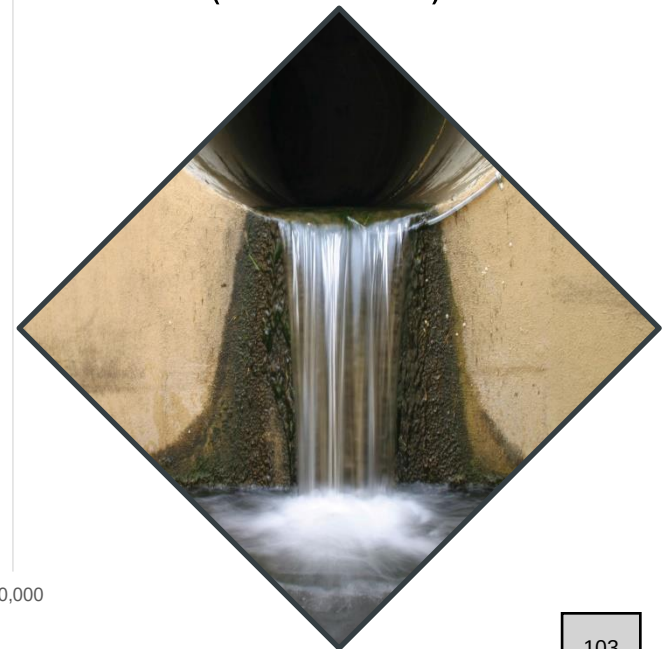
Stormwater SDC - Hotel

Item 2.



Hotel

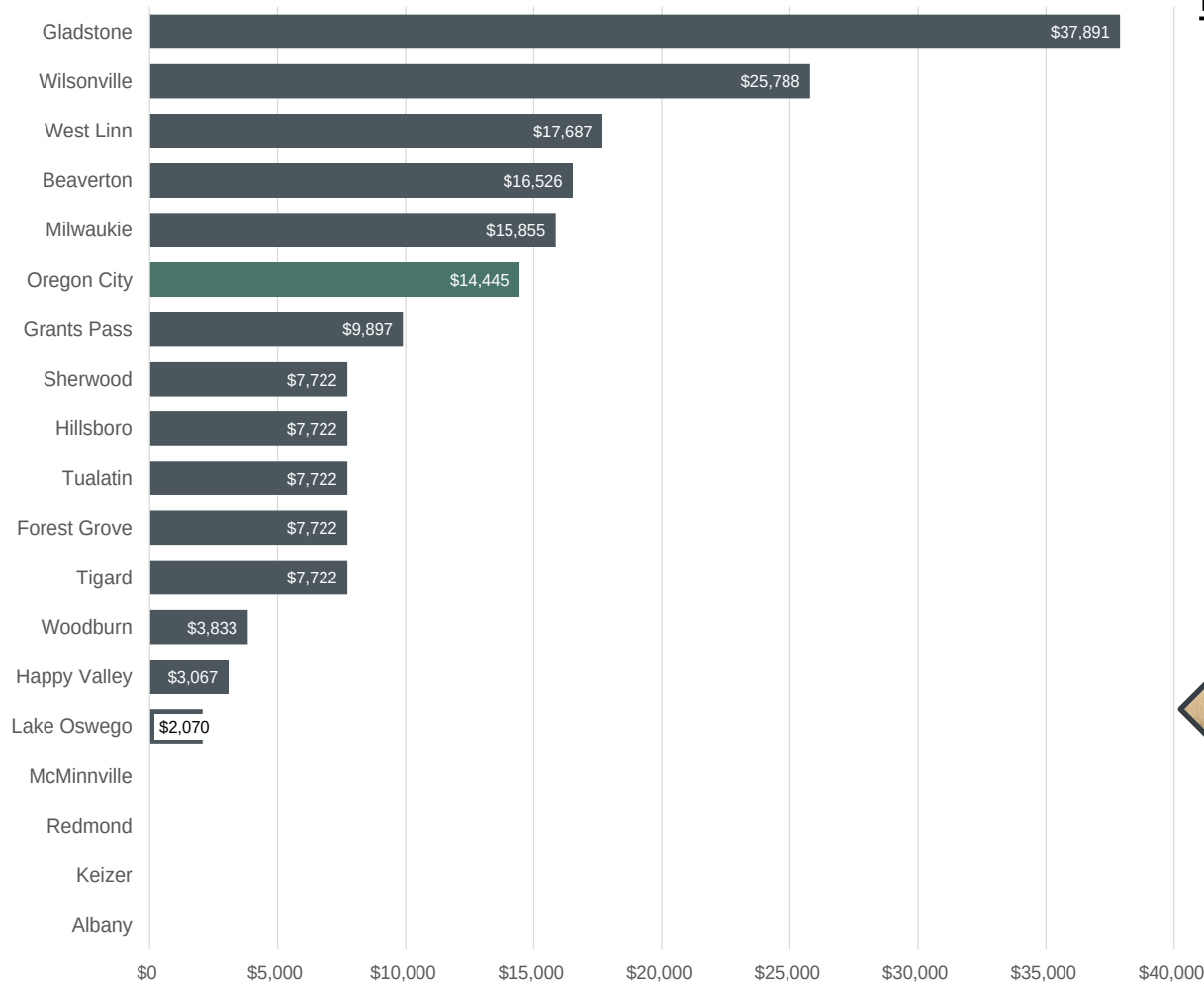
- **Oregon City's Rank: 12 / 15**
- **Assumptions:**
 - » 40% Impervious Surface per Sq. Ft.
 - » (ARN x DIF)





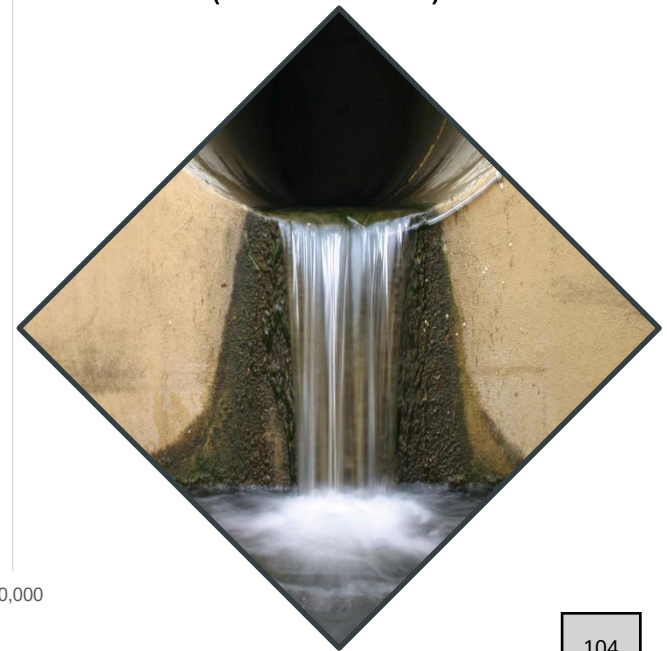
Stormwater SDC - Manufacturing

Item 2.



Manufacturing

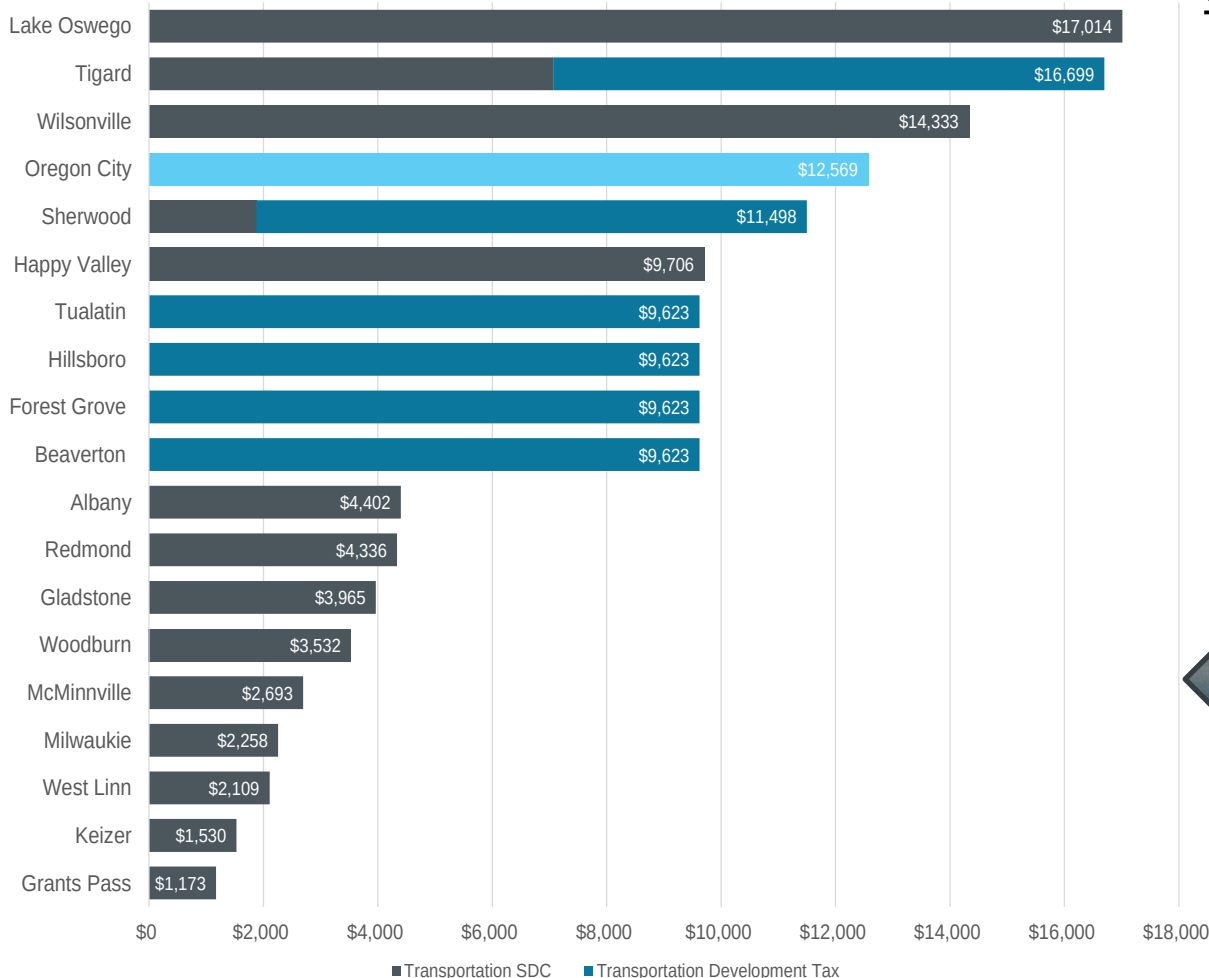
- **Oregon City's Rank: 10 / 15**
- **Assumptions:**
 - » 40% Impervious Surface per Sq. Ft.
 - » (ARN x DIF)





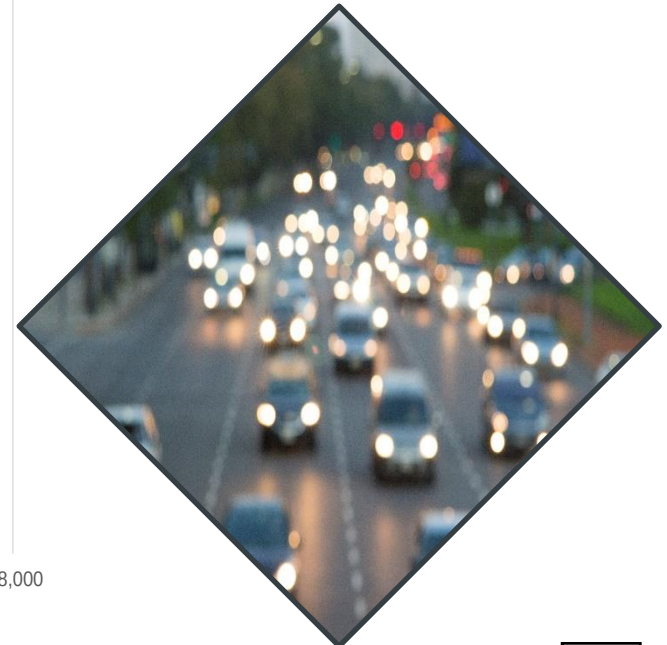
Transportation SDC - Residential

Item 2.



Single-Family Residential

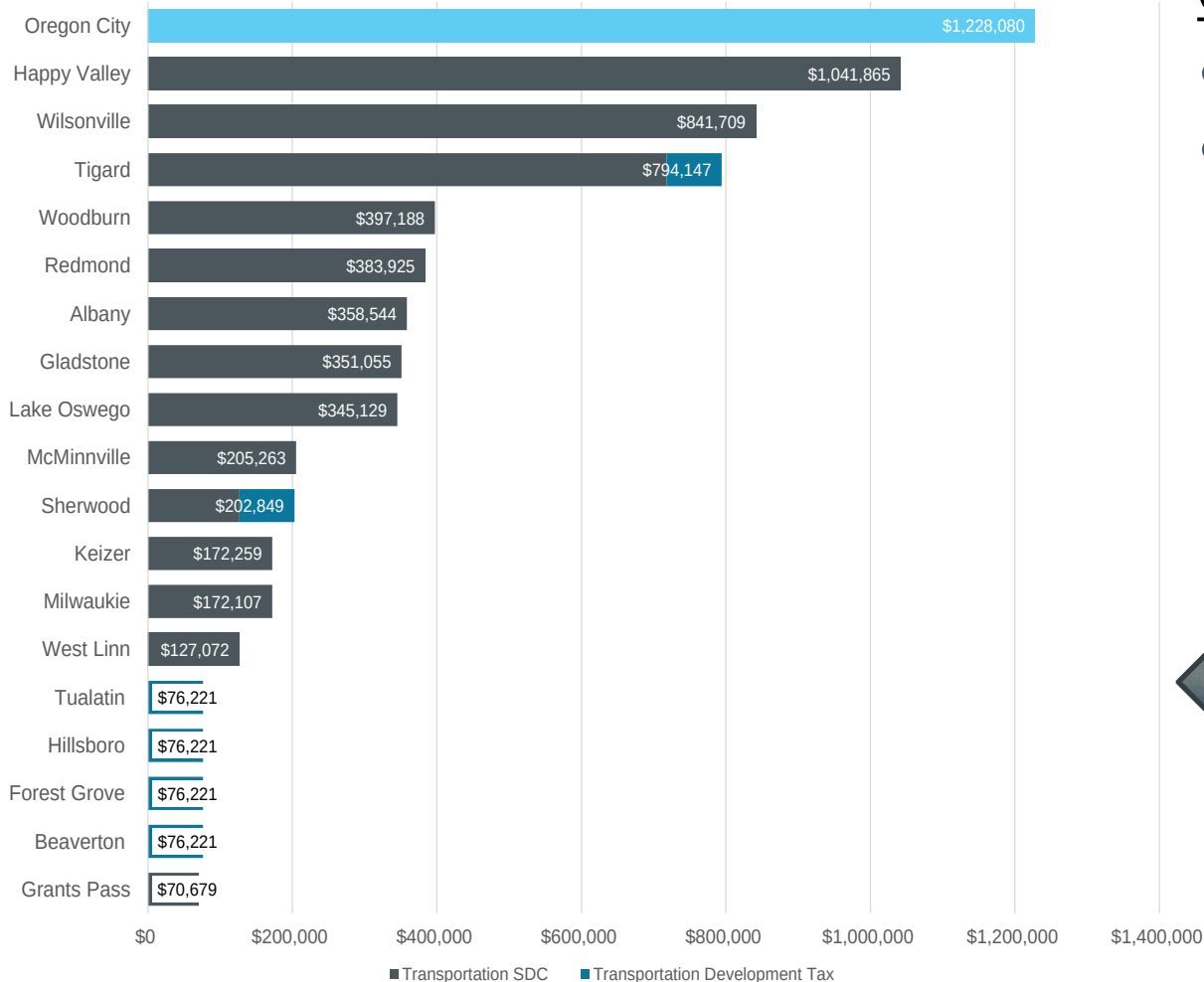
- Oregon City's Rank: 16 / 19
- Assumptions:
 - » ITE Trip Generation
 - » WA County TDT





Transportation SDC – General Office

Item 2.



General Office Building

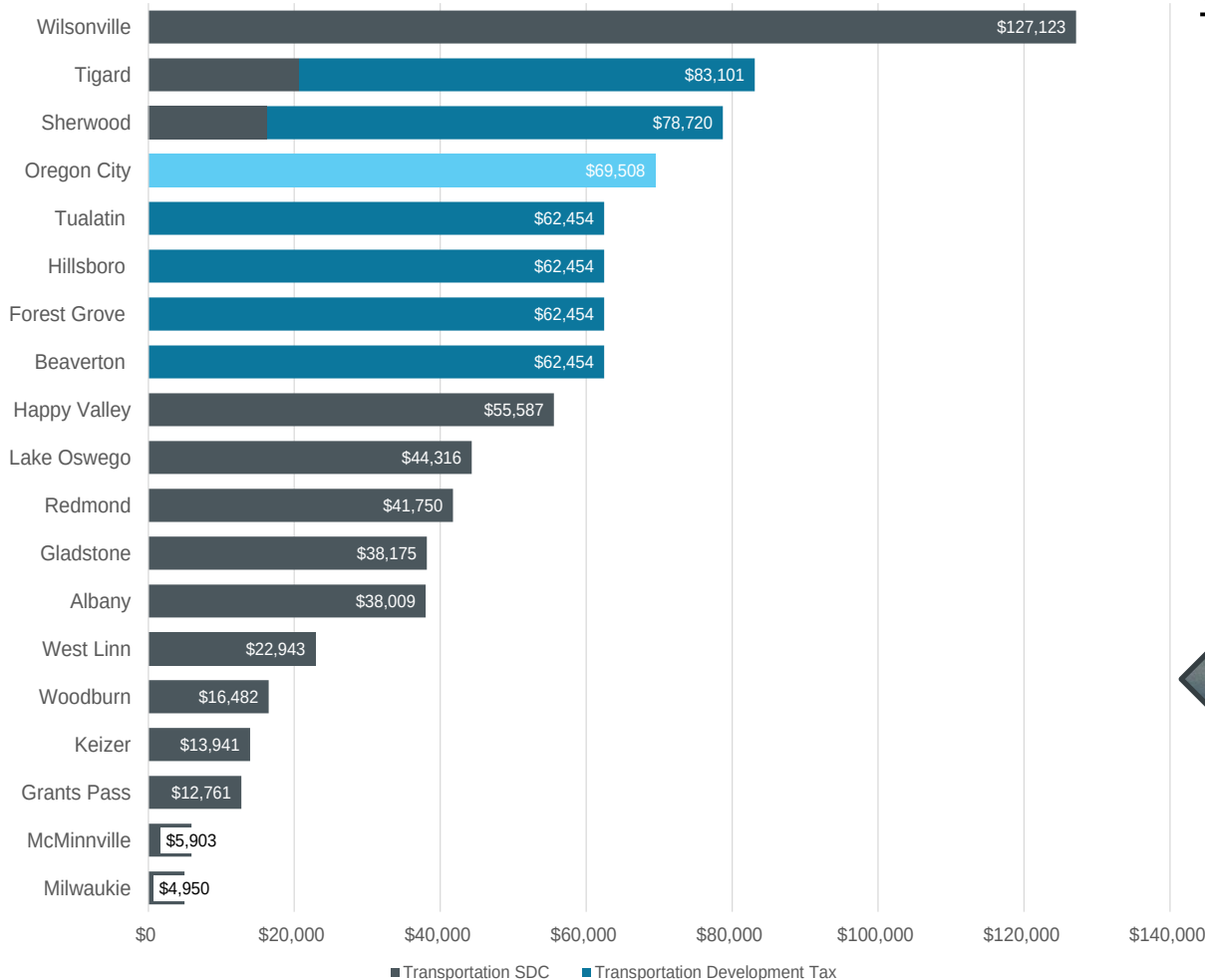
- **Oregon City's Rank: 19 / 19**
- **Assumptions:**
 - » ITE Trip Generation
 - » WA County TDT





Transportation SDC - Restaurant

Item 2.



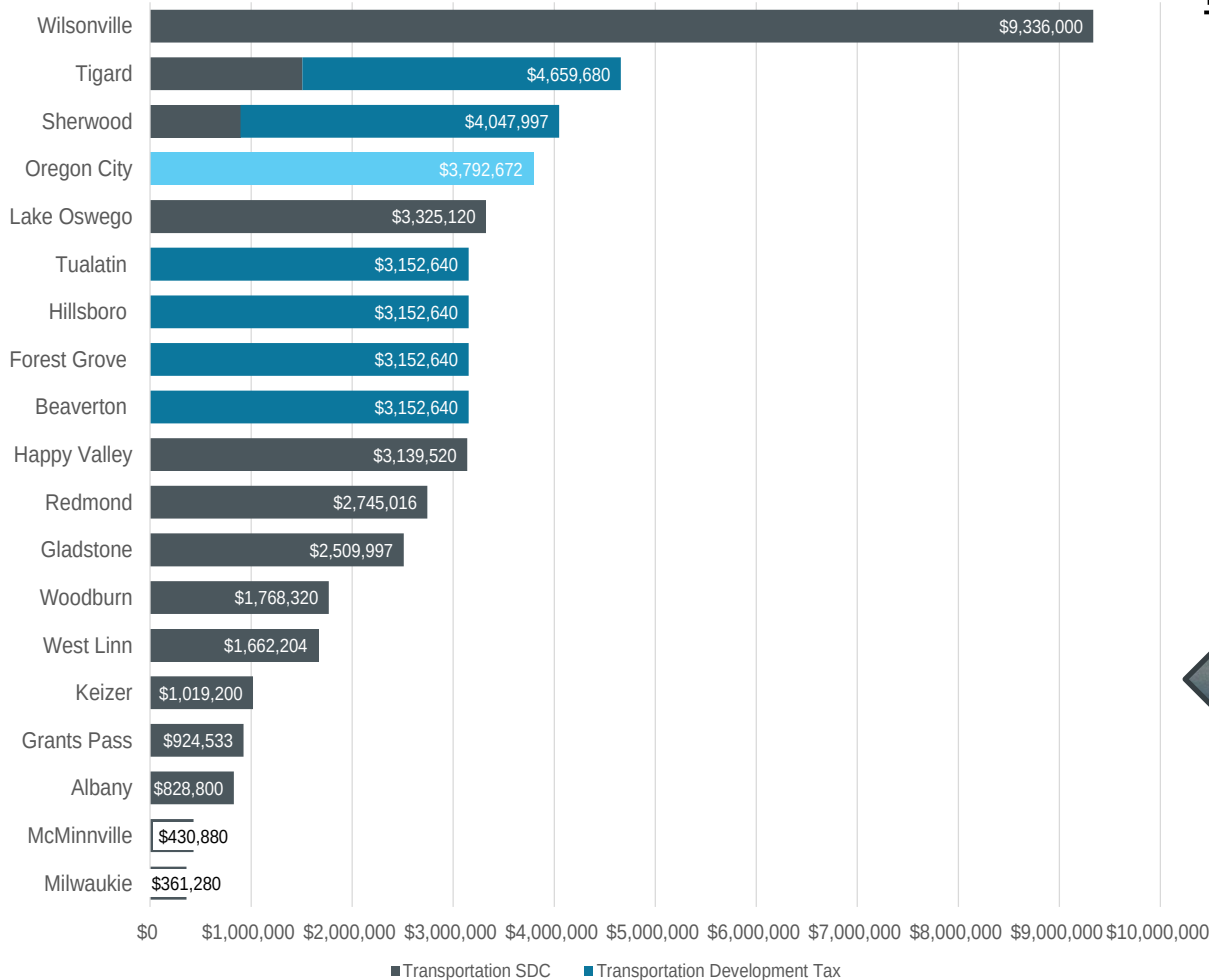
Quality Restaurant

- Oregon City's Rank: 16 / 19
- Assumptions:
 - » ITE Trip Generation
 - » WA County TDT





Transportation SDC – Discount Store



Free-Standing Discount Store

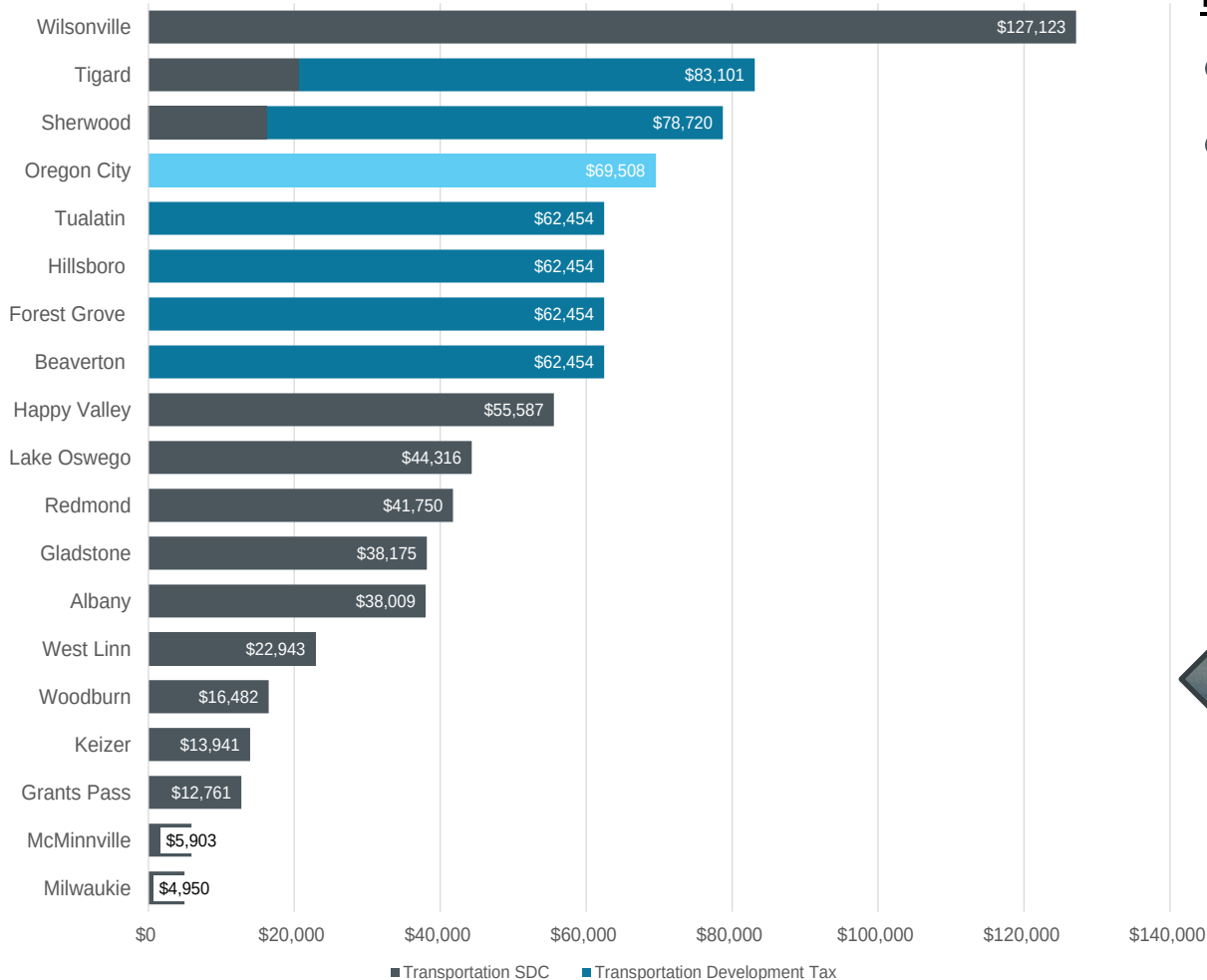
- **Oregon City's Rank: 16 / 19**
- **Assumptions:**
 - » ITE Trip Generation
 - » WA County TDT





Transportation SDC - Hotel

Item 2.



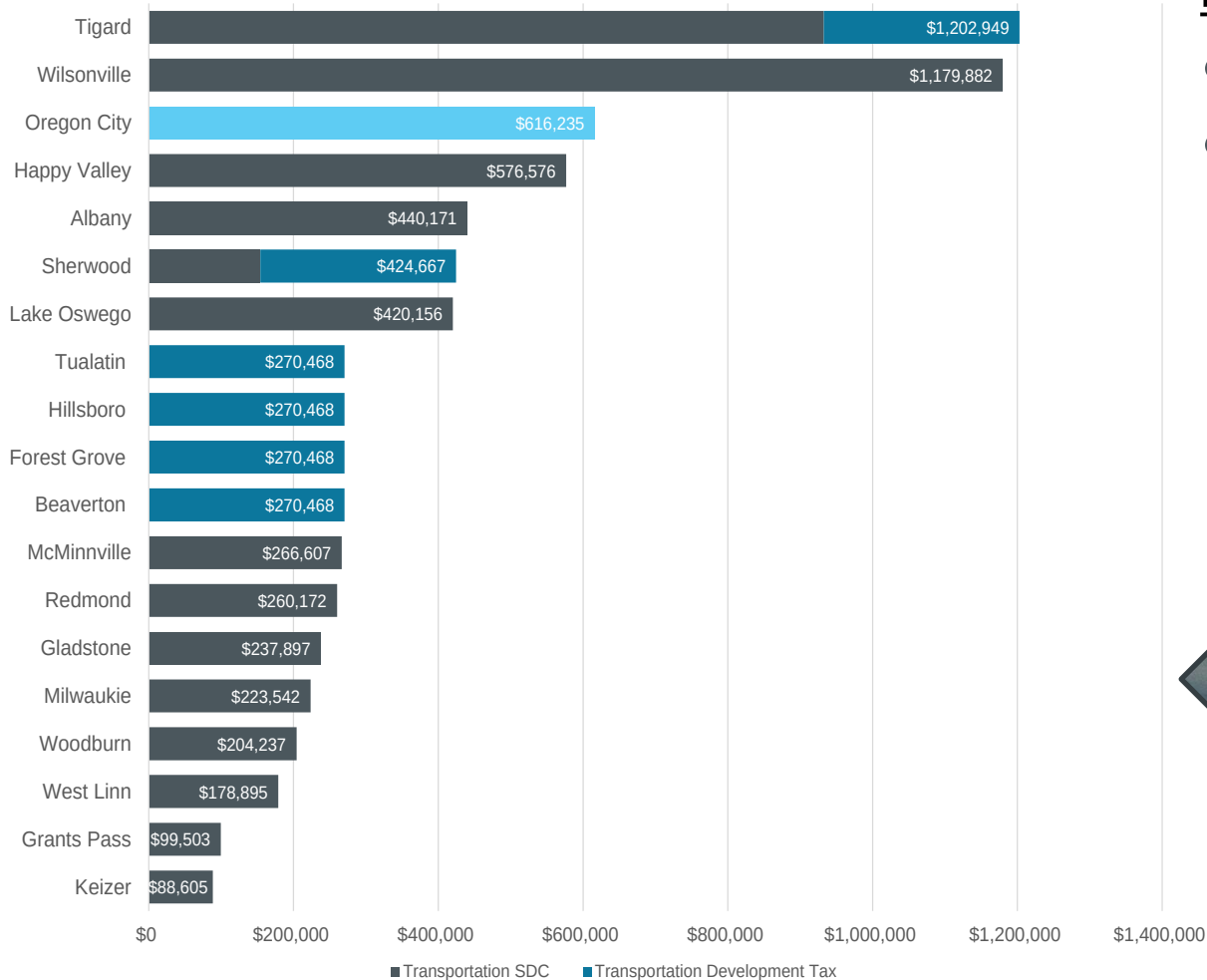
Hotel

- Oregon City's Rank: 16 / 19
- Assumptions:
 - » ITE Trip Generation
 - » WA County TDT



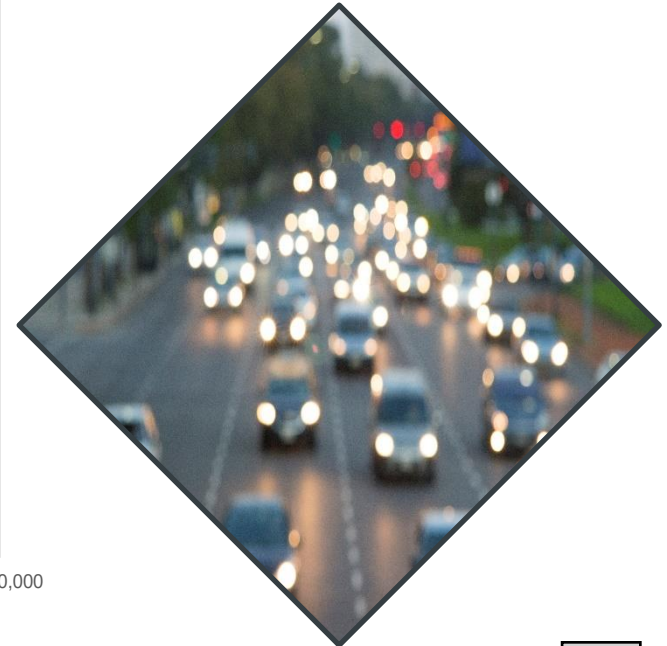


Transportation SDC - Manufacturing



Manufacturing

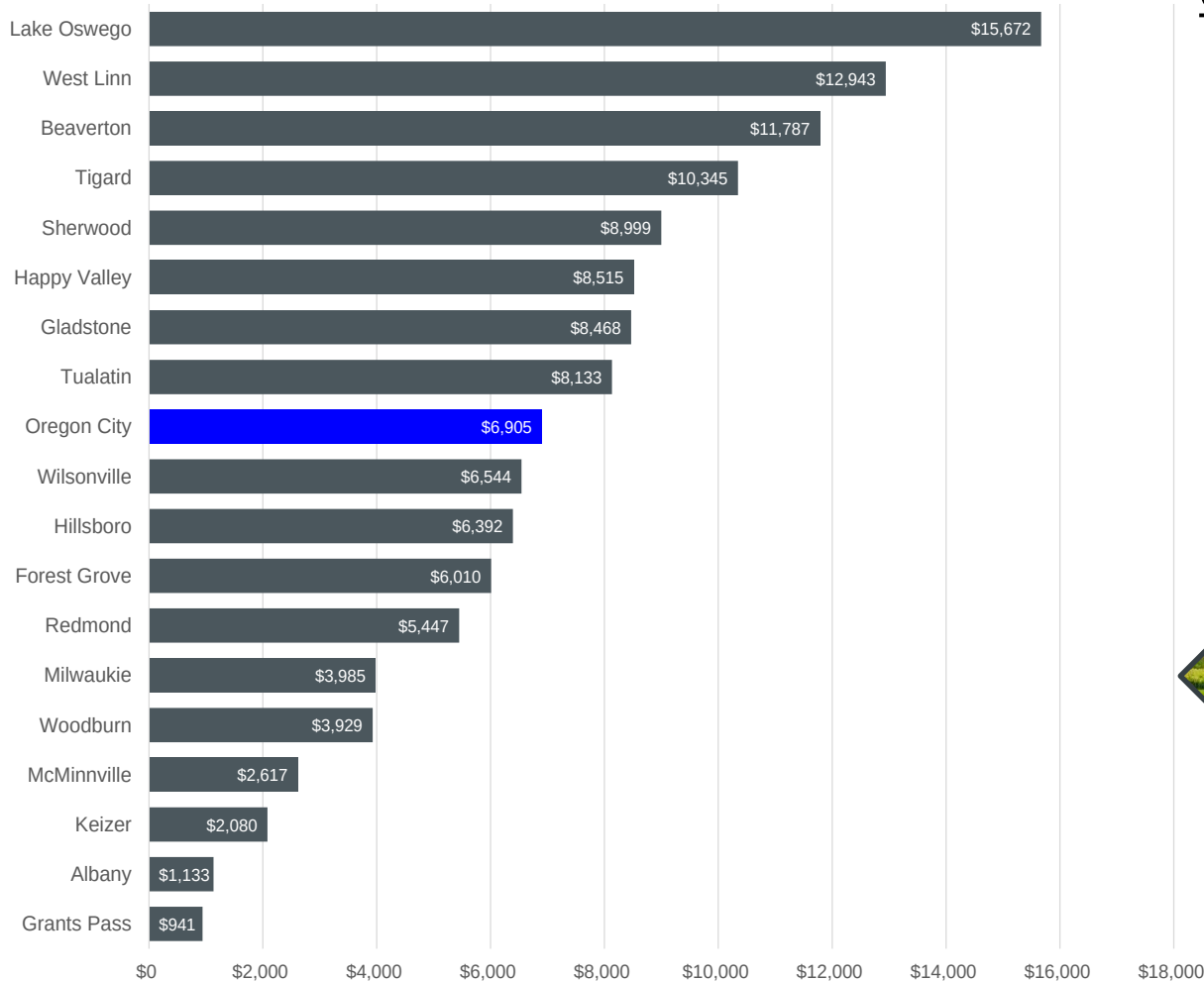
- **Oregon City's Rank: 17 / 19**
- **Assumptions:**
 - » ITE Trip Generation
 - » WA County TDT





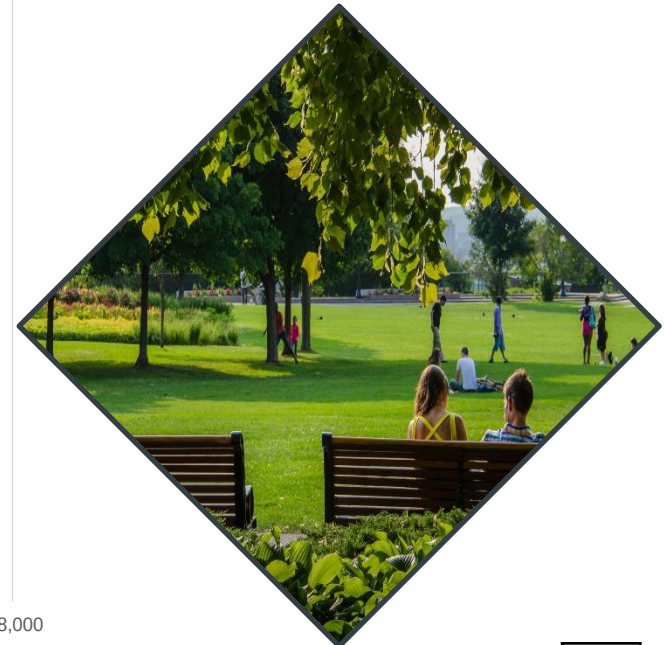
Parks SDC- Residential

Item 2.



Single-Family Residential

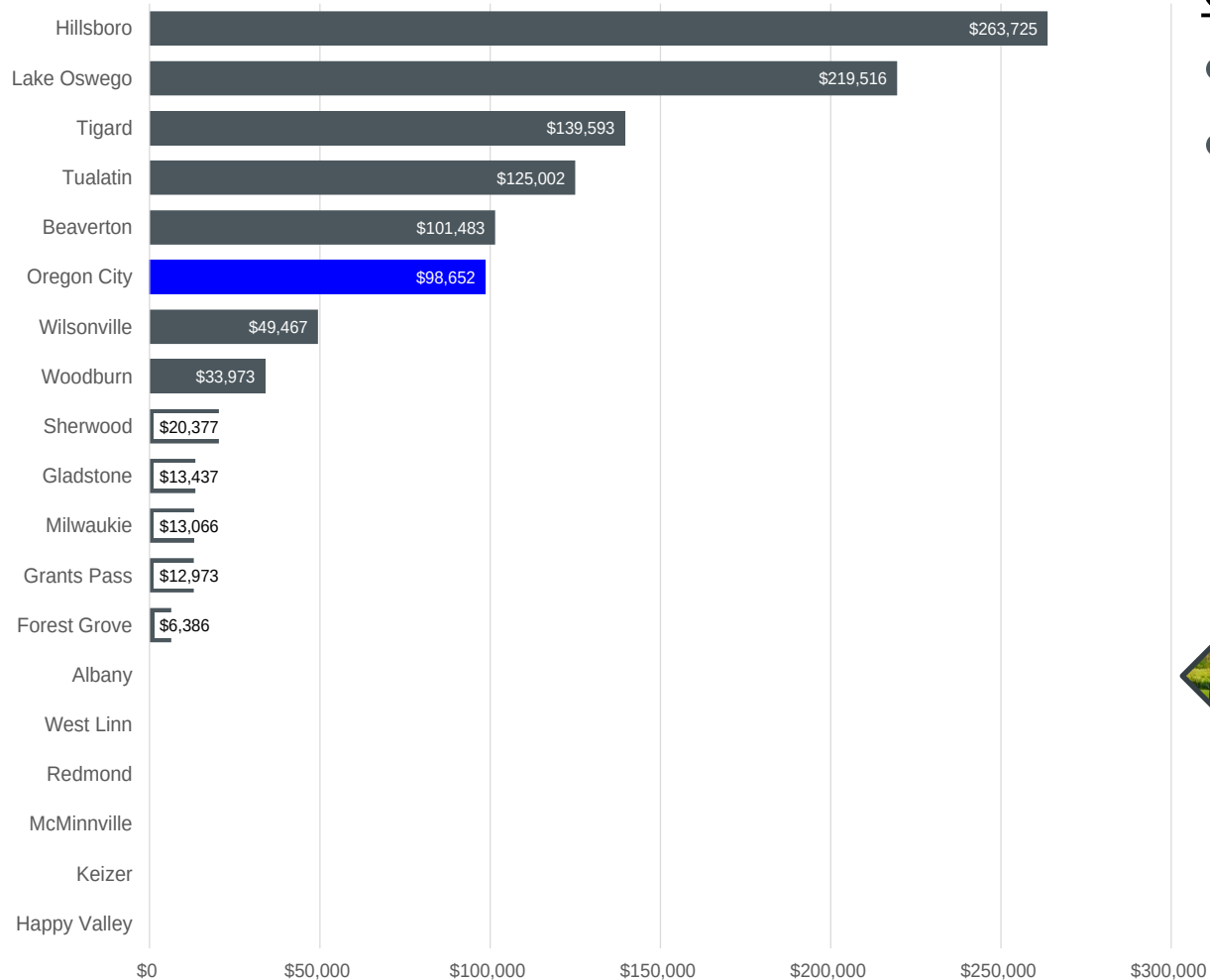
- Oregon City's Rank: 11 / 19
- Assumptions:
 - » Metro Employment Density Study





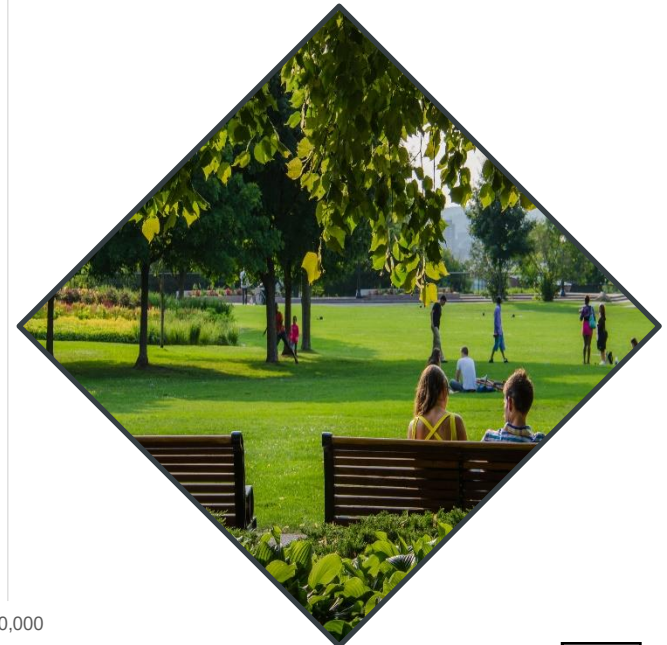
Parks SDC- General Office

Item 2.



General Office Building

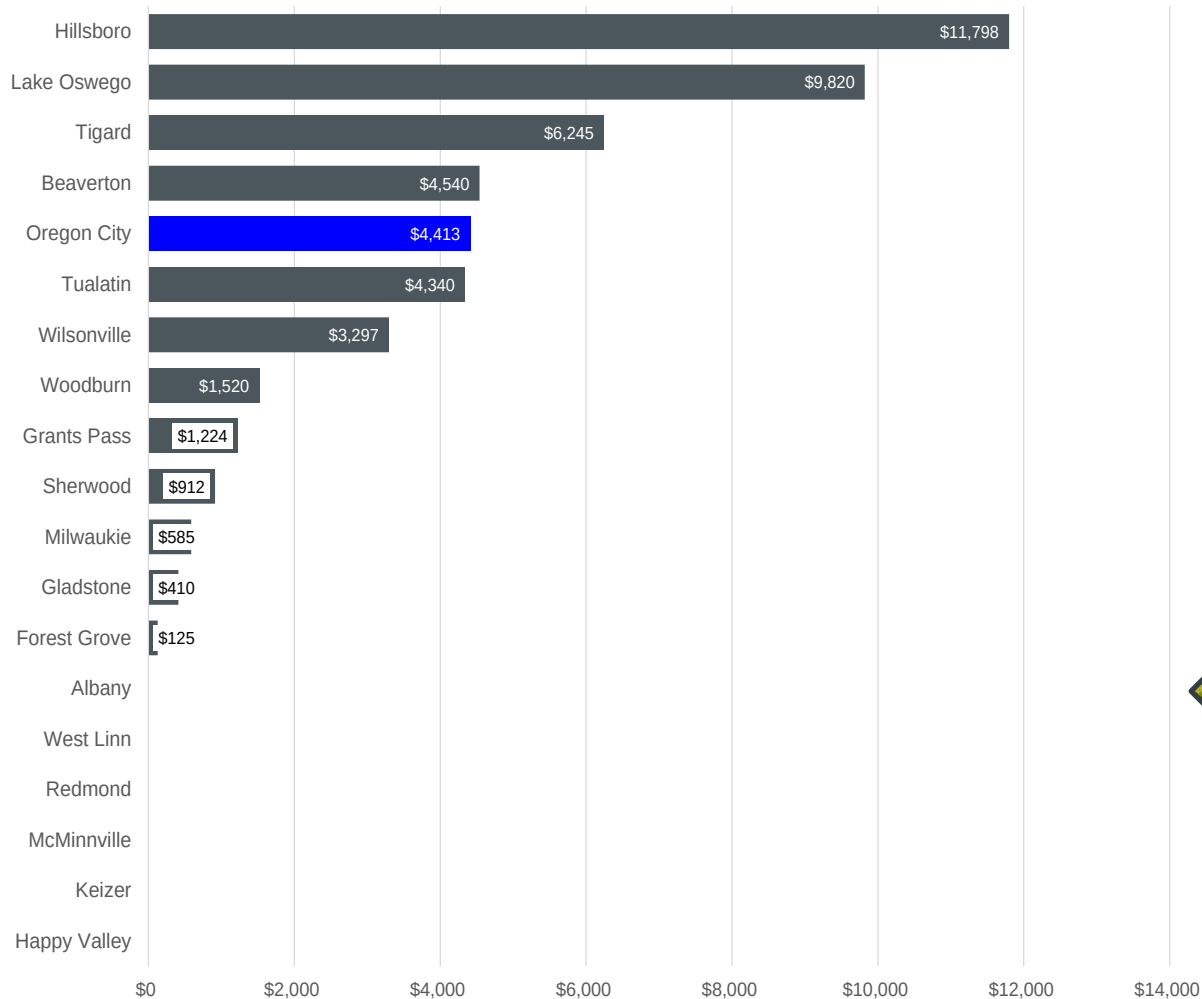
- **Oregon City's Rank: 8 / 13**
- **Assumptions:**
 - » Metro Employment Density Study





Parks SDC- Restaurant

Item 2.



Quality Restaurant

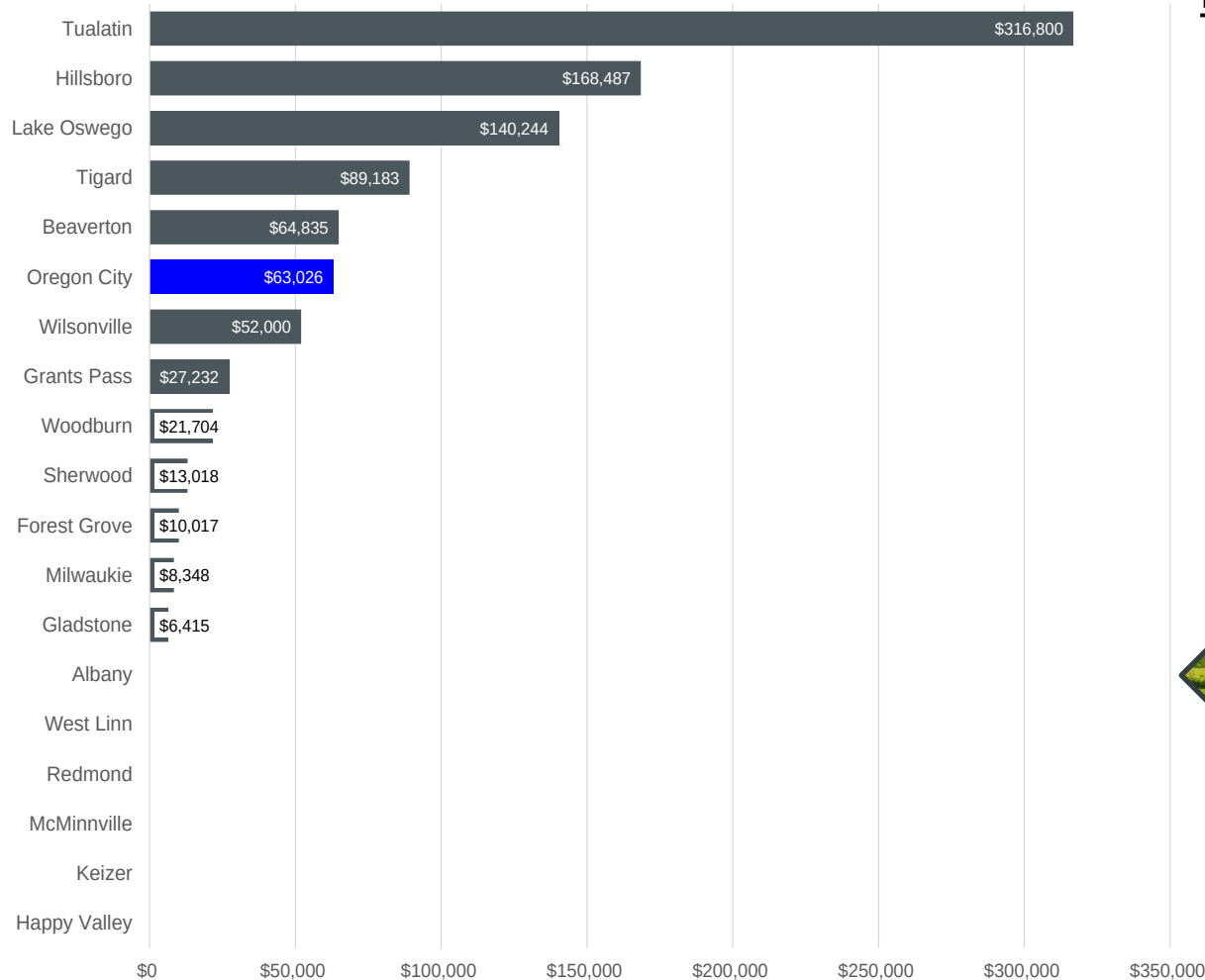
- **Oregon City's Rank: 9 / 13**
- **Assumptions:**
 - » Metro Employment Density Study





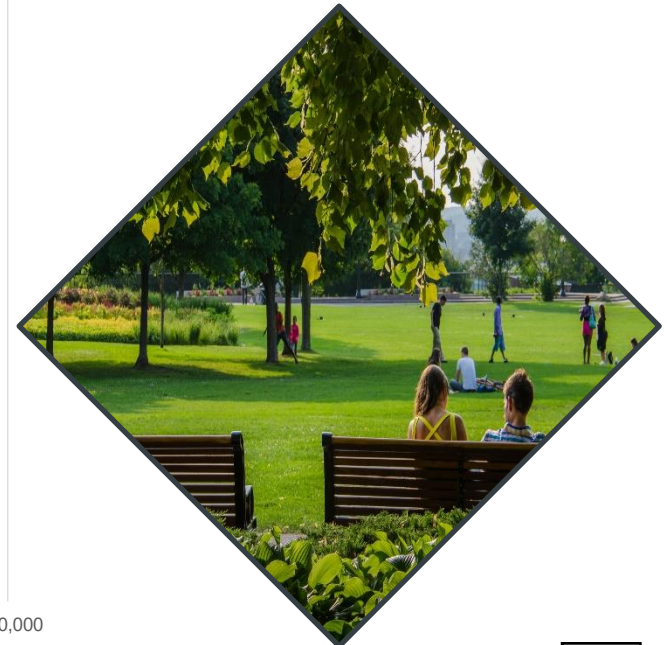
Parks SDC- Discount Store

Item 2.



Free-Standing Discount Store

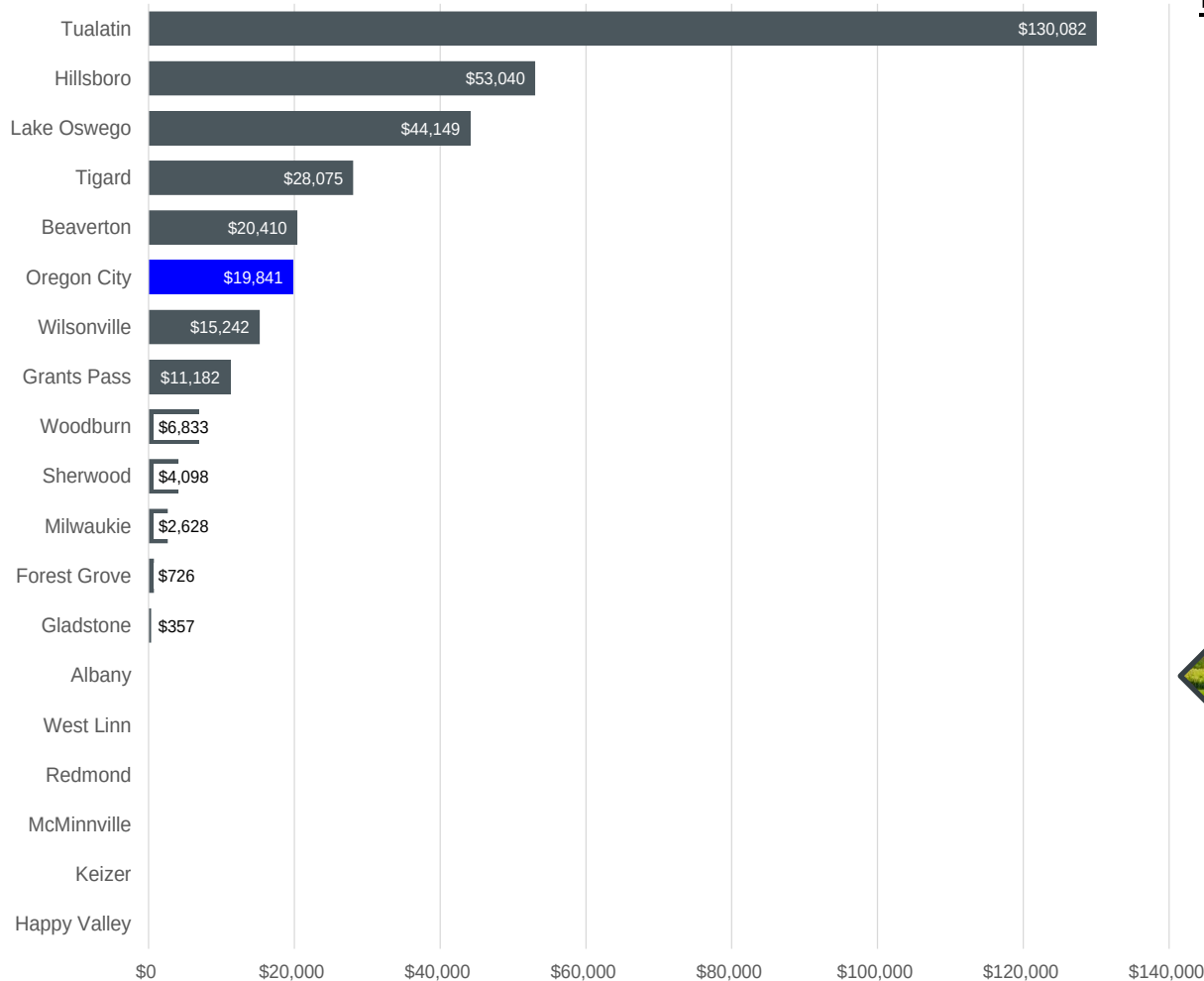
- Oregon City's Rank: 8 / 13
- Assumptions:
 - » Metro Employment Density Study





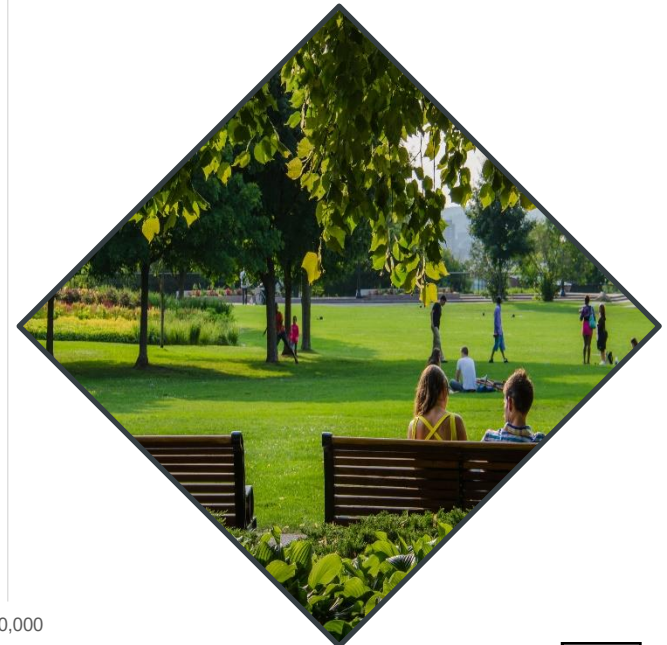
Parks SDC- Hotel

Item 2.



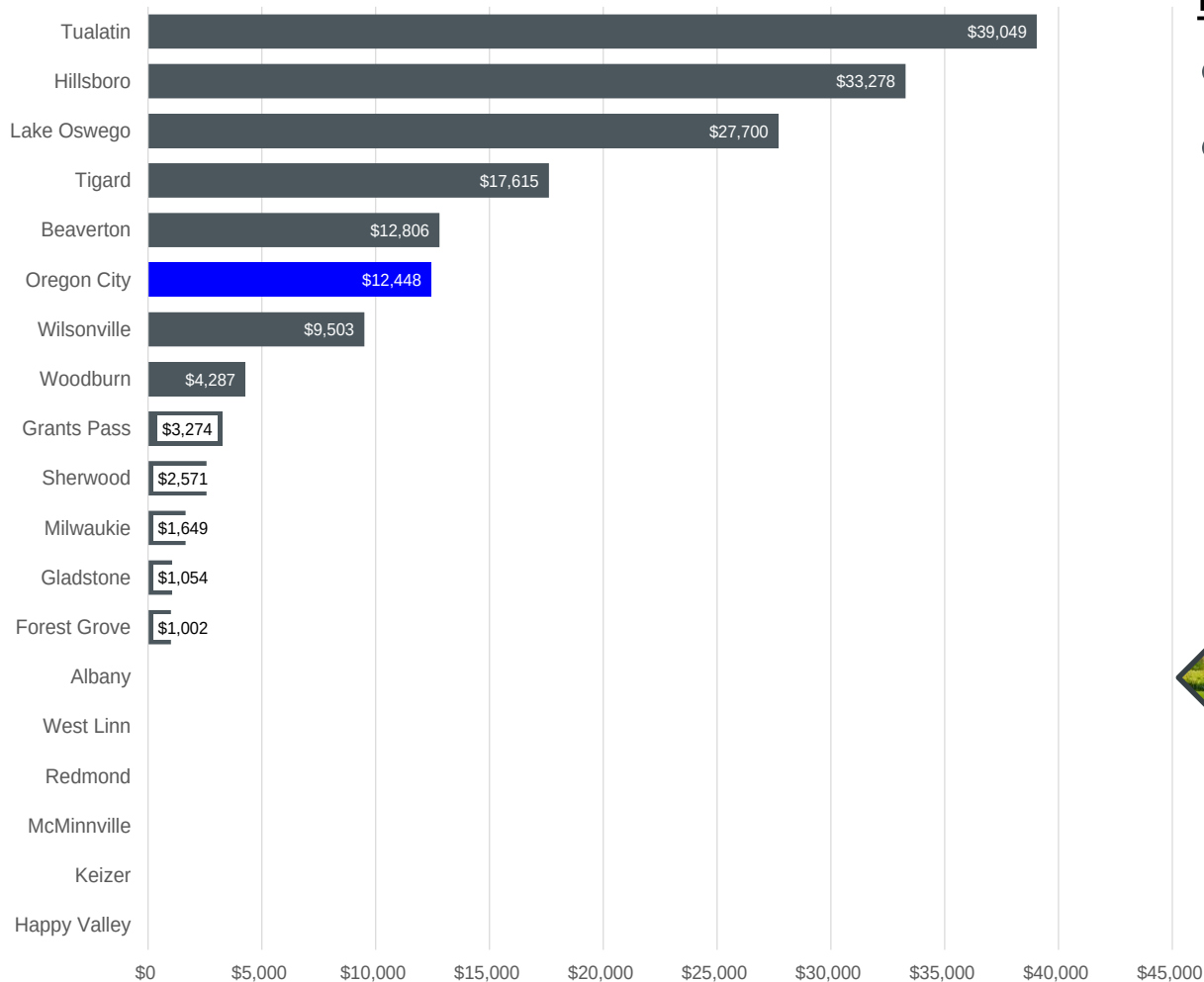
Hotel

- **Oregon City's Rank: 8 / 13**
- **Assumptions:**
 - » Metro Employment Density Study



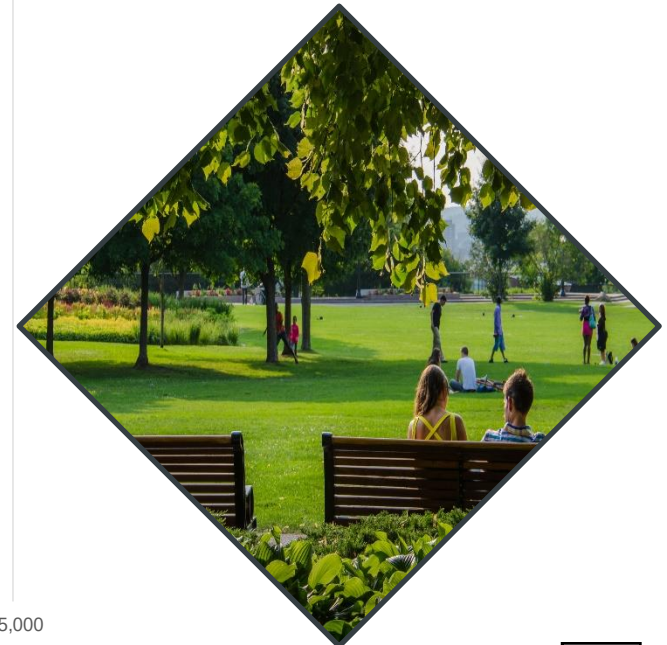


Parks SDC- Manufacturing



Manufacturing

- **Oregon City's Rank: 8 / 13**
- **Assumptions:**
 - » Metro Employment Density Study





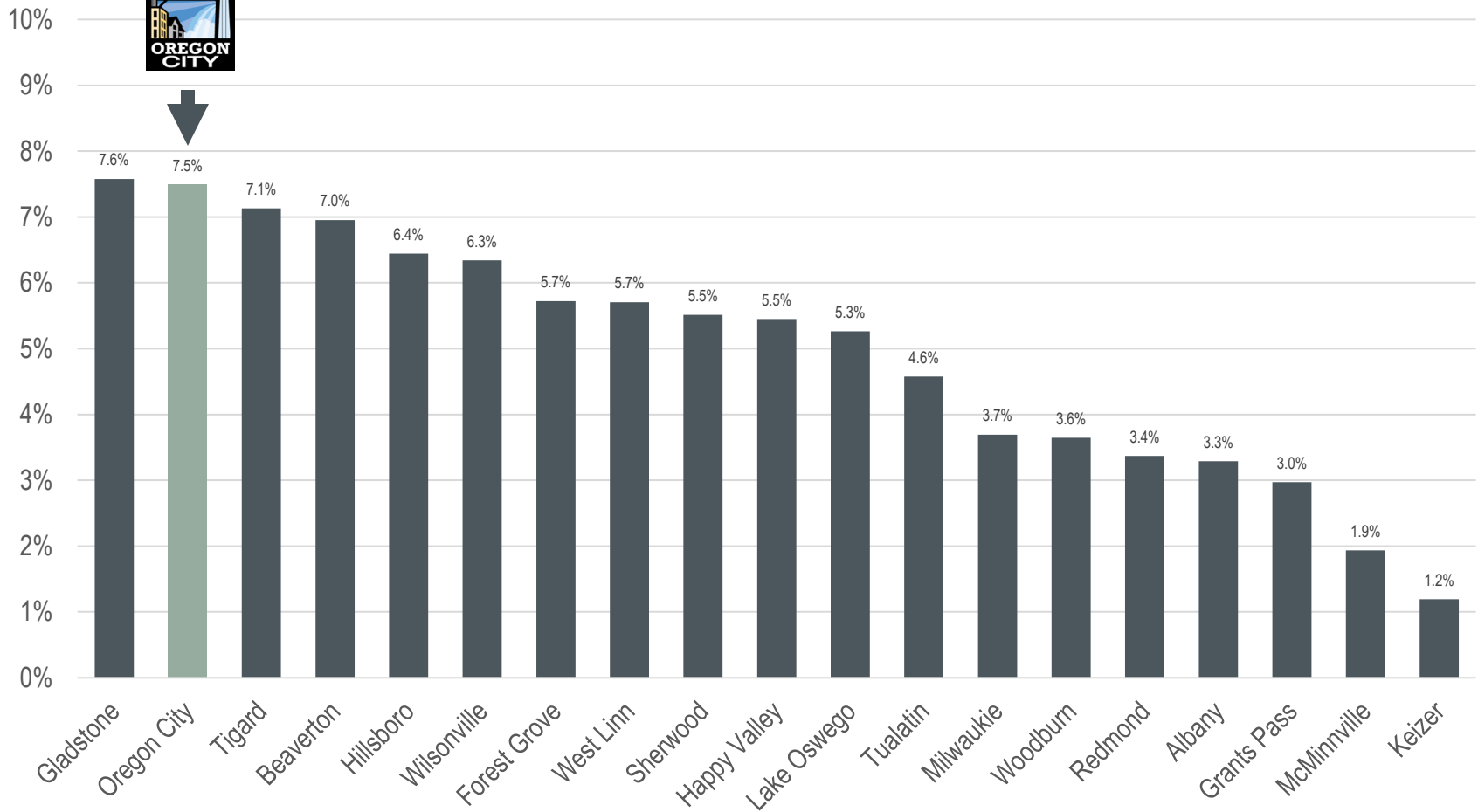
SDC Ranking Summary

Item 2.

Utility	SFR	Office	Restaurant	Discount Store	Hotel	Manufacturing
Water (18 Total)	17th	16th	17th	16th	16th	17th
Wastewater (19 Total)	17th	19th	17th	19th	19th	19th
Stormwater (15 Total)	10th	10th	13th	12th	12th	10th
Transportation (19 Total)	16th	19th	16th	16th	16th	17th
Parks (19 Total)	11th	8th	9th	8th	8th	8th



SDCs as a % of Average Home Price



SDCs as % of Average Home Price

Thank you!

Questions?

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

RATE – SDC BENCHMARKING STUDY – (PS 21-032)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **FCS GROUP** (“Consultant”).

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **thirteen thousand nine hundred twenty-five dollars and no cents (\$13,925.00)**.

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

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

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

FCS GROUP
4000 Kruse Way Place
Building 1, Suite 220
Lake Oswego, OR 97035
Attention: John Ghilarducci

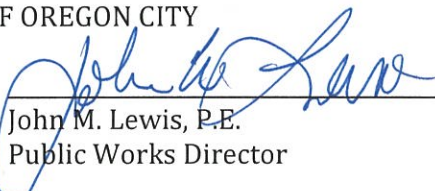
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 11th day of October, 2021.

CITY OF OREGON CITY

By:

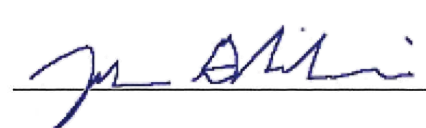

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

FCS GROUP

By:


Name: John Ghilarducci

Title: President

DATED: October 11, 2021.

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 21-032 Rate - SDC Benchmarking Study - FCS\CONTRACT\PSA - CI 21-032 FCS Group Rate-SDC Benchmarking Study.docx

October 1, 2021

Mr. John Lewis, P.E.
Public Works Director
City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045

Subject: Rate / SDC Benchmarking Study

Dear Mr. Lewis:

FCS GROUP is pleased to provide this proposal to perform a rate and system development charge (SDC) benchmarking study for the City of Oregon City. The following task plan would apply.

1. Project Kickoff. Meet with City staff first by teleconference to discuss the first cut of up to twenty cities (and key districts) to be included and the rates and charges to be compared. The following are key assumptions:
 - The comparison cities will include many in the Portland Metro area, and several similarly sized cities statewide.
 - The comparable rates will include rates for all of those services impacting Oregon City's residents and businesses: Water, Wastewater, Stormwater, Transportation, and Public Safety (others?).
 - The comparable system development charges will include all of those services impacting Oregon City's residents and businesses: Water, Wastewater, Stormwater, Transportation, and Parks.
 - The charges to be compared will be for a typical single family residence, and up to two sample commercial customers with agreed-upon common characteristics.
2. Commission meeting. FCS GROUP will meet with the Commission virtually to agree on the up to twenty cities to be compared and confirm the commercial customer types to be compared.
3. Research. FCS GROUP staff will research utility rates and SDCs in the up to twenty cities and compile comparable SDCs and monthly charges for all services and customer types agreed upon in task 1.
4. Documentation. FCS GROUP will summarize its findings in brief memorandum, featuring a table, or tables, formatted for easy inclusion in a PowerPoint presentation.
5. Presentation. FCS GROUP will present its findings to the Commission in an on-site meeting, or virtually if preferred.

We propose to perform this work, as described above, for no more than \$13,925. A detailed budget spreadsheet is provided following.

City of Oregon City Rate / SDC Benchmarking Study FCS GROUP Proposed Budget

	Principal <i>Ghilarducci</i>	Consultant	Support		
Hourly Rate ==>	\$270	\$145	\$90	Hours	Cost
1. Project Kickoff	2.0	4.0	2.0	8.0	\$ 1,300
2. Commission Meeting	2.0	3.0	-	5.0	975
3. Research	2.0	48.0	-	50.0	7,500
4. Documentation	2.0	8.0	-	10.0	1,700
5. Presentation	8.0	2.0	-	10.0	2,450
PROJECT TOTALS:	<i>Hours:</i> 16.0	65.0	2.0	83.0	
	<i>Cost:</i> \$ 4,320	\$ 9,425	\$ 180		\$ 13,925

We appreciate the opportunity to work with the City again on this project. Please do not hesitate to contact me at (425) 336-1865, or johng@fcsgroup.com, if you have any questions.

Sincerely,
 FCS GROUP



John Ghilarducci
 President / Principal

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

Item 2.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 2.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 2.

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

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

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

13. Indemnity and Insurance.

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

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

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

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

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

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

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

Item 2.

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

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

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

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

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

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

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

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

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party

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

Item 2.

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

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

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

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

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks Manager, Jonathan Waverly

Agenda Date: 04/12/2022

SUBJECT:

Special Event Process Revisions

STAFF RECOMMENDATION:

Staff seeks feedback from the City Commission on the current changes to the special event processes.

EXECUTIVE SUMMARY:

In 2021, the Parks and Recreation Department reviewed the current special event processes to help streamline customer service and provide a more user-friendly application. The Parks Department received positive feedback on how easy it was to find information on hosting special events in the City and provide information on areas of improvement.

BACKGROUND:

Beginning in the fall of 2021, the Parks and Recreation Department conducted an external review of the special event processes in order to improve customer service. We conducted a thorough analysis of the City's website, the ease of access to materials, and a survey was sent to those that hosted special events in the past with the City.

The user survey was sent to 690 users who rented facilities for events between 2019-2021. It was determined to include 2019 as it was the most recent non-COVID impacted year on record. The survey was also distributed to 40 CAPRA certified agencies with similar populations as Oregon City for their review. CAPRA is a national accreditation of park and recreation agencies provided by the National Recreation and Park Association.

In these findings, 94% of community members said that the process was either extremely easy or very easy to find information. In response to the survey, the Parks and Recreation Department wanted to address the 6% who stated it was not easy or

extremely difficult to obtain the information regarding special events. Some areas for improvement included deciding on one definition of a special event, repairing broken links and website edits, updated pricing, creating a FAQ page, and providing updated site maps.

To address these changes, the Parks and Recreation Department developed a team that would address these issues and implement changes. The team's work included fixing the broken links, updated pricing, and site maps, renaming the process from Special Event to Park Rental to eliminate definition confusion, and researching software that might help to streamline processes further. These changes will be made public July 1, 2022 to align with Cost Recovery Implementation.

Special Event Process Update

Jonathan Waverly - Parks and Cemetery Maintenance Manager

Our Purpose

Potential Opportunities/Outcomes

- More desirable venues offered
- Information self-sufficiency
- Easy, efficient process
- Increased revenue stream
- Fix now before next rush of events this summer
- Allows for continuous improvement



2021 - Special Event Evaluation

Information Reviewed and Evaluated

- Results from the 2 surveys that were conducted
- Ease of finding information about hosting events in Oregon City
- Definition of a special event
- Website information available
- Special event permit requirements



Information Gathering

Objectives

- External
 - Obtain feedback from users
 - Research how information is presented to users
 - Special Event Definition
 - Requirements
 - Venues
 - Fees
 - Identify Issues
 - Recommend Improvements
 - Customer Self-reliance
 - Easy to understand
 - Easy to accomplish
 - Questions consistently answered
- Internal
 - Obtain feedback from “best in practice” providers
 - Research current practices
 - Identify Issues
 - Recommend people, process, and system improvements
 - Maximize effectiveness of staff time
 - Quality control
 - Customer excellence
 - Utilize technology



Findings and Observations

- External

- Surveyed 2019-2021 shelter renters and event hosts
 - Created User Survey
 - Emailed Survey Monkey link to 690 users – 64 respondents
 - 50% small gatherings
 - Birthday party, family/club picnics
 - 50% large gatherings
 - Reunions, Egg Hunts, FOA, Community Events, Corporate Events

- Internal

- Surveyed CAPRA agencies with range of populations similar to Oregon City
 - Created Provider Survey
 - Emailed Survey Monkey link to 40 agencies – 12 respondents

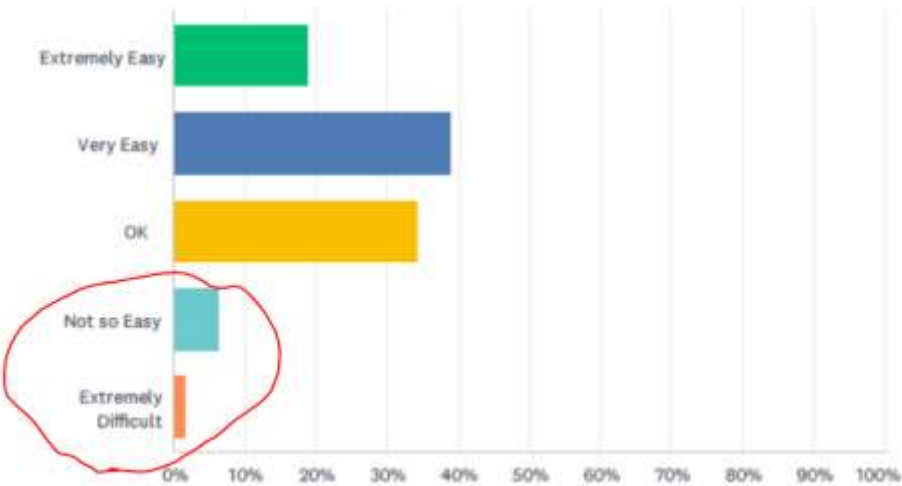


Findings and Observations

SPECIAL EVENT PERMITTING PROCESS USER SURVEY

Q5 Please rate the ease of finding information about and requirements for hosting Special Events in a Park or in the City:

Answered: 64 Skipped: 0



Special Event Process Update

Special Event Permitting Recommendations – Process

- Update Special Event Manual to represent the process for the City
- Ensure printed documents, invoices and/or permits contain consistent information and references.
- Create a Master Asset list, share online
 - Better park maps with accurate and consistent icons
 - Picture map and layout for shelter pavilion
- Create a Master Calendar for Event Venues
- Arrange designated approval contacts and approval timelines
- Develop oversight and customer feedback



Areas for Improvements

- Links - Completed
- Webpage Edits - Completed
- Update Prices w/New Master Fee Schedule - Completed
- Create FAQ's - Completed
- Update Site Maps for event venues - In Process
- Venues used for events - Completed
- Special Events-Park Rental - Completed
- Registration Software - In Process
- City sponsored events (Economic Development) - In process



Special Event Process Update

Examples - FAQ

Parks and Recreation Frequently Asked Questions

1. **Do I get my cleaning/damage deposit back?**
 - Yes, the cleaning/damage deposit is fully refunded and mailed out within one month following the rental. However, if cleaning is required or damage has occurred from the rental, repair and labor costs will be deducted from the deposit. Additional charges may be incurred for excessive damage or cleaning.
2. **What is amplified sound?**
 - Amplified sound is any sound that is made louder through a human-made device. Sound systems, speakers, drums, and bullhorns are all amplified sounds.
3. **What are the costs to rent the park for a birthday party with a bounce house?**
 - In addition to the normal costs of a park rental, there will be an additional fee for locating irrigation lines in our parks to prevent damage. You will also need to fill out *Addendum A – Vendor List* for the outside vendors you will be using for your park rental. The vendors would also need to supply an Oregon City/Metro Business License.
4. **Do you allow alcohol?**
 - Alcohol is prohibited in Oregon City parks and parks sports fields without the approval of alcohol use with a Park Rental Permit. Permission may be granted to allow alcohol use at The End of the Oregon Trail or Clackamette Park. Contact the Parks Department for more information. For rentals where alcohol is permitted, *Addendum B – Park Rental Alcohol Permit* must be completed and returned to the Parks Department.
5. **Can I place an “A-frame” sign in the grass or hang a banner up for my event?**
 - Yes, an A-frame sign or banner can be placed on park grounds. The location must be identified on the site map submitted. Locating underground utilities will be required for any stake being used for banners.



Special Event Process Update

Examples – Fee Schedule

Parks			
Shelter Reservations	1-35 Attendees	1-50 Attendees	50-100 Attendees
Atkinson Park	NA	\$67 R \$87 NR	\$87 R \$107 NR
Canemah Children's Park	NA	\$67 R \$87 NR	\$87 R \$107 NR
Clackamette Park General Shelter	NA	\$67 R \$87 NR	\$87 R \$107 NR
Clackamette Park Horseshoe Shelter	NA	\$67 R \$87 NR	\$87 R \$107 NR
End of the Oregon Trail	NA	\$67 R \$87 NR	\$87 R \$107 NR
Hazel Grove Park (35 people max)	\$67 R \$87 NR	NA	NA
Hillendale Park	NA	\$67 R \$87 NR	\$87 R \$107 NR
Jon Storm Park	NA	\$67 R \$87 NR	\$87 R \$107 NR
Rivercrest Park	NA	\$67 R \$87 NR	\$87 R \$107 NR
Rivercrest Spray Park (35 people max)	\$67 R \$87 NR	NA	NA
Tyrone S. Woods Memorial Park	NA	\$87 R \$107 NR	\$107 R \$127 NR
Wesley Lynn Park	NA	\$87 R \$107 NR	\$107 R \$127 NR
Park Rental - Clackamette and End of the Oregon Trail (EOT)			
Park Rental Application Fee:	\$50	Due at time of Application Submission	
Resident Rate	EOT / Clackamette No Alcohol		EOT Only Rental with Alcohol
0-100 people (No portable restroom or drop box required)	\$750		\$800
101-200 people (1 ADA restroom and 1 drop box)	\$1,179		\$1,249
201-500 people (1 ADA and 1 standard restroom - 1 drop box)	\$1,515		\$1,605
501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)	\$1,835		\$1,965
More than 1,000 (1 ADA and 3 std RR min - 1 drop box min)	\$2,480		\$2,715
Non-Resident	EOT / Clackamette No Alcohol		EOT Only Rental with Alcohol
0-100 people (No portable restroom or drop box required)	\$800		\$860
101-200 people (1 ADA restroom and 1 drop box)	\$1,229		\$1,309
201-500 people (1 ADA and 1 standard restroom - 1 drop box)	\$1,565		\$1,665
501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)	\$1,885		\$2,025
More than 1,000 (1 ADA and 3 standard RR min - 1 drop box min)	\$2,530		\$2,775
1) Fees above include portable restrooms and drop box/garbage service			
2) Fees above include fully refundable \$500 cleaning/damage deposit if no staff time is required following rental			
3) For rentals requiring additional staff services (i.e. barricades, locating, etc), additional charges to apply			
4) Review of other park locations may be considered for rentals if Clackamette or EOT are not available or other circumstances warrant alternate park locations			



Special Event Process Update

Examples – Site Maps



Special Event Process Update

Questions?



Special Event Process Update



CITY OF OREGON CITY

Staff Report

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

To: Oregon City Commission/Work Session **Agenda Date:** April 12, 2022
From: Tony Konkol, City Manager

SUBJECT:

City-Sponsored Special Event Program

STAFF RECOMMENDATION:

Review the draft guidelines of the City-Sponsored Special Event Program

EXECUTIVE SUMMARY:

With the passing of the new City biennium budget FY 21/23, and the development of the strategic plan with the help of the Economic Development Strategic Plan Steering Committee, staff began implementing various components of the economic development strategic plan. Included in this strategic plan is the City-Sponsored Special Events Initiative. The Economic Development Department of Oregon City has developed the following guidelines to help convey terms and conditions of the initiative.

The definition of City-Sponsored Special Events incorporates the expectations of the Tourism Strategy and the City Commission's adopted goals, especially for tourism. The guidelines provide the following definition:

City-Sponsored Special Events are recognized by the City of Oregon City as "signature public special events" that support the community's tourism industry and promote the City's tourism brand. They are usually ongoing annual events that are well-organized and well-publicized as to attract many tourists from around the region as well as city residents and are closely associated with and contribute to the community's hometown feel as well as its unique community identity.

BACKGROUND:

During the City budget development process, the City Commission of Oregon City stated that its goals relative to economic development and tourism were to:

- promote tourism and support economic development to foster community sustainability; and

- support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity.

On June 2, 2021, the Oregon City Commission passed the City's Biennium Budget FY 21/23. With its approval the City's Economic Development Budget was also passed and consequently, the department's line-item program, the City-Sponsored Special Event Program was approved.

On December 7, 2021, during its work session, staff provided the City Commission with the executive summary of the Oregon City Economic Development Strategic Plan along with its budget. Staff commented that the full strategic plan would be forthcoming early next year. Members of the City Commission asked for additional detail on some of the programs, especially on the tourism component of the strategic plan.

During its work session on March 16, 2022, the City Commission was presented with the full economic development strategy. Due to time constraints, the staff was only able to briefly mention the City-Sponsored Special Events Initiative. Hence, it is with this staff report that the City's Economic Development Staff will fully brief the City Commission on the draft guidelines of the City-Sponsored Special Events Program.

The Economic Development Department of Oregon City has developed the draft guidelines, which are attached to this staff report, to help convey terms and conditions to entities seeking City-Sponsorship for their special event.

The guidelines state:

City-Sponsored Special Events are recognized by the City of Oregon City as "signature public events" that support the community's tourism industry and promote the City's tourism brand. They are usually ongoing annual events that are well-organized and well-publicized as to attract many tourists from around the region as well as city residents and are closely associated with and contribute to the community's hometown feel as well as its unique community identity.

In order to allow special events of different sizes to benefit from the designation, the City-Sponsored Special Event Program establishes two broad event categories:

- **City Homestead Events** – special events that attract between 1,000 to 2,000 people and utilizes advertising outlets and tools that reach out to the greater Portland Region. It is most likely that the event will attract more local residents (Clackamas County).

City-Sponsorship funding shall range from \$3,000 up to \$5,000 max total amount. ***Event organizers are responsible for all eligible expenses that go beyond the amount in the sponsorship agreement.***

- **City Marquee Events** – special events that attract 6,000+ people and utilizes advertising outlets and resources that help to reach the “mega region.” (see attached map)

City-Sponsorship funding shall range from \$5,001 up to \$15,000 max. total amount. ***Event organizers are responsible for all eligible expenses that go beyond the amount in the sponsorship agreement.***

Both nonprofit organizations and for-profit businesses are eligible to apply and must be in good standing with federal, state, and local regulatory agencies. The program will pay for the use of eligible City-owned assets/services up to a specified sponsorship level. City-Sponsorship means that the City, through the Economic Development Department, will provide for the use of certain City-owned assets/services, at a specified sponsorship level to help defray some of the costs of the special event.

There are a variety of underlying program criteria associated with this initiative. One of the main criteria calls for organizations, businesses or individuals that produce special events to already have existing commercial liability insurance as their normal risk-mitigation protocol.

Another main program criteria emphasizes that City-Sponsored Special Events must have a written plan that addresses how the event will be managed and how financial resources will be secured to pay for producing the event.

And finally, City-Sponsored Special Events must be able demonstrate an ability to support themselves in a very short period of time and not establish themselves as financially dependent on the City.

It is envisioned that a Committee on City-Sponsored Special Events be established to review and approve all applications for sponsorship. It includes:

- Oregon City Tourism
- Oregon City Chamber of Commerce
- Oregon City Police*
- Oregon City Parks & Recreation*
- Oregon City Code Enforcement
- Oregon City Public Works
- MT Hood Territory (Clackamas County)

OPTIONS:

1. Review Oregon City's Economic Development Strategic Plan and offer input and comments. Information Only.

BUDGET IMPACT:

Amount	\$50,000
FYs	FY 22
Funding Source	General Fund



DRAFT

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CITY-SPONSORED SPECIAL EVENT PROGRAM

Before filling out the application, **READ** the program guidelines and instructions.

GUIDELINES

City-Sponsored Special Events are recognized by the City of Oregon City as “signature public special events” that support the community’s tourism industry and promote the City’s tourism brand. They are usually ongoing annual events that are well-organized and well-publicized as to attract many tourists from around the region as well as city residents and are closely associated with and contribute to the community’s hometown feel as well as to its unique community identity.

The Economic Development Department of Oregon City has developed the following guidelines to help convey terms and conditions to entities seeking City-Sponsorship for their special event.

TYPES OF CITY-SPONSORED EVENTS

To allow special events of different sizes to benefit from the designation, the City-Sponsored Special Event Program has two broad event categories:

- **City Homestead Events** – special events that attract between 1,000 to 2,000 people and utilizes advertising outlets and tools that reach out to the greater Portland Region. It is most likely that the event will attract more local residents (Clackamas County).

City-Sponsorship funding shall range from \$3,000 up to \$5,000 max total amount. ***Event organizers are responsible for all eligible expenses that go beyond the amount in the sponsorship agreement.***

- **City Marquee Events** – special events that attract 6,000+ people and utilizes advertising outlets and resources that help to reach the “mega region.” (see attached map)

City-Sponsorship funding shall range from \$5,001 up to \$15,000 max. total amount. ***Event organizers are responsible for all eligible expenses that go beyond the amount in the sponsorship agreement.***

ELIGIBLE APPLICANTS

- **Nonprofit and For-Profit Entities**

To obtain City-sponsorship it will be necessary for businesses as well as nonprofits to be in good legal standing with all state and federal reporting agencies. Nonprofit special event producers/organizers must be current with regard to their state and federal corporate filing documentation.

For-profit special event producers/organizers (LLC, LLP, Subchapter S or Subchapter C) must be current on state filings prior to applying for City-sponsorship of their special event.

FUNDING

- **Source of Funding** - Oregon City's Economic Development Department will pay for the use of eligible City-owned assets/services up to a specified sponsorship level. Compensation will be paid directly to the City department or departments impacted.
- **Eligible Uses of Sponsorship Funding** - City-Sponsorship means that the City will provide for the use of certain City-owned assets/services, at a specified sponsorship level to help defray some of the costs of the special event. These assets and services include:

Logistical support planning and technical assistance

- Parking Plan
- Traffic Flow Plan
- Security Plan (if appropriate)

City-Sponsorship Elements:

- Traffic Control Barriers/Street Closures
- City Police Presence
- Park Rentals
- Signage Permits
- Parking Permits

City-Sponsored Marketing and Promotion Resources

- ☐ KATU Things2Do (Homestead Events and Marquee Events)
- ☐ AM Northwest Shout Outs (Homestead Event and Marquee Events)
- ☐ Facebook Impression Audits (targeting criteria) (Homestead Events and Marquee Events)
- ☐ Marquee Events Only (videography **OR** broadcasting, targeted emails, AM Northwest TV segment)



To be designated a “City-Sponsored Special Event” the event organizer/producer must meet the following program criteria:

I. INSURANCE

Organizations, businesses or individuals that produce special events should already have commercial liability insurance as their normal risk-mitigation protocol.

II. BOTH NONPROFIT AND FOR-PROFIT ENTITIES MUST INVOLVE MULTIPLE VENDORS IN THE SPECIAL EVENT

In the provision of goods and/or services to visitors of the event, all applicants must engage multiple vendors who are not associated or affiliated with the primary producers of the event. Whenever possible, Oregon City-based vendors should be given preference in their participation in the special event. City-Sponsored Special Events are designed to spread the financial benefit to primary producers, other participating vendors, and to the general business community most likely impacted.

III. THE SPECIAL EVENT CANNOT BE SO NARROWLY FOCUSED AS TO ONLY SERVE ONE TYPE OF AUDIENCE AND/OR MEMBERSHIP. POLITICAL AND RELIGIOUS AFFILIATED GROUPS ARE NOT ELIGIBLE

The special event is open to anyone and everyone that wants to attend or participate. It does not limit admittance or partnership to only a specified organization or group. (i.e., only engineers, Elks, veterans, physicians, etc.). Groups associated with political parties and/or organized to promote political messaging as well as religious groups organized to convey a religious message are not eligible to receive City-Sponsorship.

IV. THE EVENT SPONSORED BY THE CITY MUST OCCUR ON AN ANNUAL BASIS AND MUST DEMONSTRATE GROWTH IN ATTENDANCE OR STABILIZED ATTENDANCE

Ensuring that City-owned resources are invested into a growing or stable and viable enterprise is essential to aiding the local economy but also to maintaining public support. Attendance down by 15% or more is not considered stable or growing.



V. THE EVENT MUST BE DESIGNED TO INCREASE ATTENDANCE OF RESIDENTS AND TOURISTS AS WELL AS CREATE AN ENVIRONMENT WHEREBY IT IS HIGHLY LIKELY THAT ATTENDEES WILL SPEND MONEY WITH LOCAL BUSINESSES AND OTHER FEE-CHARGING VENUES.

As a consequence of using city-owned assets, it is important that the special event is designed in such a manner that it greatly enhances the chance that visitors will spend money at local businesses and other fee-charging venues.

VI. THE EVENT MUST SUPPORT THE TOURISM BRAND (*OREGON'S HOMETOWN, WELCOME HOME!*)

The special event will affix the Oregon City Tourism Logo and brand slogan to all advertising (electronic, digital, social media, physical brochures/pamphlets, signs, event forms, A-Frames, and banners).

VII. CITY-SPONSORED SPECIAL EVENTS CAN HAVE MULTIPLE PRODUCERS/ORGANIZERS OF THE EVENT.

Although not a requirement, partnership is always encouraged to allow the best possible chance/opportunity of ongoing success for the special event.

VIII. CITY-SPONSORED SPECIAL EVENTS MUST BE WELL-ORGANIZED

It is important that City-Sponsored Special Events be well organized and managed as to serve as a positive contributor to the local economy. A written plan for the event will be necessary that addresses how the event will be managed and how financial resources will be secured to pay for producing the event.

IX. CITY-SPONSORED SPECIAL EVENTS MUST DEMONSTRATE PROFITABILITY

In a very short period of time, the event must demonstrate a profit margin above 8% over and above all expenses related to producing the event.

All Revenue Sources
(-) Labor + Material Costs (cost of producing the event)

= Gross Profit
(-) Overhead Expenses (insurances, rentals, media costs, etc.)

= Net Income (Net Profit)

Net Profit/Sales or Total of All Revenue Sources = Profit Margin Percentage



X. THE EVENT ORGANIZER(S)/PRODUCERS MUST APPLY ANNUALLY TO MAINTAIN CITY-SPONSORSHIP STATUS

The outcome of the last City-sponsored event will be evaluated to determine whether the designation would be bestowed again.

INSTRUCTIONS

To ensure that the City has sufficient time to respond to the needs of applicants, the following steps need to be taken:

- Submit the application at least 90 to 120 days prior to the event (the sooner the better)
- A meeting of the Committee on City-Sponsored Events (“the Committee”) will be scheduled at the time of receiving a completed application
 - Committee will meet within 7 business days of receiving a completed application
 - Applicant will meet with the Committee to provide a briefing and answer questions
 - On the same day of applicant briefing, the Committee will make its conditional approval (applicant not in attendance)
 - The decision will be conditional based on the applicant receiving all appropriate and necessary permits
- Upon receiving conditional approval from the Committee, the applicant must have the following documents prior to receiving a **Certificate of Final Approval**:
 - ☐ Legal formation documentation (corporation, partnership, or nonprofit)
 - ☐ Previous year’s special event profit and loss statement or previous year’s special event revenue & expense statement of their previous special event (Previous means prior to January 2020)
 - ☐ Projected profit and loss statement or revenue & expense statement of the pending special event
 - ☐ First year applicants should provide projected revenue and expense statements or projected profit and loss statements.
 - ☐ Profit and loss statement or revenue & expense statement after the event



- ☐ Commercial Liability Insurance (Naming City as an additional beneficiary)
 - Liability Coverage: \$1,000,000 for individuals and \$2,000,000 aggregate occurrence
- ☐ Parking Permit
- ☐ Traffic Flow Plan
- ☐ Security Plan (if appropriate)
- ☐ Signage Permit
- ☐ Fully Executed City-Sponsorship Agreement
- ☐ Media promotion invoice(s)
- ☐ List of participating vendors and contact information

For Assistance, Contact: Daniel Gering, Tourism Program Specialist at dgering@orccity.org or Office 503-657-0891