



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 01, 2023 at 7:00 PM

6:30 PM - EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin at 6:30 PM prior to the City Commission regular meeting.

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

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

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

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

- 5. PRESENTATIONS**

[5a.](#) 2022 Historic Review Board Accomplishments

[5b.](#) Citizen Involvement Committee (CIC) Activities in Calendar Year 2022

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[7a.](#) Resolution No. 23-01, Vacating an Unused Portion of Public Water Main Easement on 1500 Division Street

[7b.](#) Mountain View Cemetery Restroom Site Work Contract

[7c.](#) Purchase of three (3) 2023 Dodge Durango AWD Pursuit Vehicles

[7d.](#) Personal Services Agreement with The Garden Corner for Annual Hanging Flower Baskets and Decorative Planter Boxes (PS 23-001)

[7e.](#) Opioid Settlement Agreement with Multiple Opioid Distributors

[7f.](#) Minutes of the November 2, 2022 City Commission Meeting

[7g.](#) Minutes of the November 16, 2022 City Commission Meeting

8. PUBLIC HEARINGS

[8a.](#) First Reading of Ordinance No. 23-1001, Code Amendments to Previously Adopted Middle Housing Code, Package #2 (GLUA 22-0002/LEG-22-0001 - HB 2001 Housing Choice Code Update - Technical Revisions)

9. GENERAL BUSINESS

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

[a.](#) Mayoral Appointments to the Transportation Advisory Committee

11. WORK SESSION ITEMS

[11a.](#) Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

12. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Sabrina Ferry, Historic Review Board Chair
Christina Roberson-Gardiner, Senior Planner

Agenda Date: 03/01/2023

SUBJECT:

2022 Historic Review Board Accomplishments

EXECUTIVE SUMMARY:

In 2022 the Historic Review Board (HRB) reviewed 12 applications versus 20 in 2021. A summary of the HRB's work in 2022 is below.

Preservation Program

1. Awarded five Local Preservation Grants for window and siding repair
2. Awarded the 2022 Ruth McBride Powers Preservation Award to Hayley and Ike McGinnis for their restoration work at 610 JQ Adams Street in the McLoughlin Conservation District
3. Mailed out quarterly Historic Property Owners Welcome Packets to new owners.
4. Held work sessions to create draft design guidelines for middle Housing, presented to Canemah and McLoughlin Neighborhood Associations, and will present to City Commission at a future work session in 2023.

Historic Land Use Reviews

1. Reviewed five applications for New Construction or modifications to approved new construction projects
2. Reviewed three applications for Alterations to Historic Properties
3. Reviewed three applications for Demolition (garages)
4. Reviewed two applications for delisting and or reduction in size of the Landmark.
5. Provided Design Advice for one project



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 03/01/2023
From: Aquilla Hurd- Ravich, Community Development Director

SUBJECT:

Citizen Involvement Committee (CIC) Activities in Calendar Year 2022

STAFF RECOMMENDATION:

No action is needed for this presentation.

BACKGROUND:

Bob LaSalle, CIC Chair, will present last year's CIC highlights.



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: 02/15/2023

SUBJECT:

Resolution No. 23-01, Vacating an Unused Portion of Public Water Main Easement on 1500 Division Street

STAFF RECOMMENDATION:

Approve Resolution No. 23-01 authorizing the vacation of an unused portion of Public Water Main Easement on 1500 Division Street.

EXECUTIVE SUMMARY:

An application was received for the vacation of a section of Public Water Main Easement at 1500 Division Street. The easement on this property was put in place to serve the use, maintenance, and access of a public water main that crosses onto the property. However, the section of water main within the easement that is the subject of the application has been abandoned and will not serve the public in the future.

Public Works supports vacation of the easement section as the section is not serving the intended purpose. Vacation is in the best public interest due to the lack of utility of the easement section for its purpose of serving current or future utilities and their access. Public Works recommends approval of this resolution to vacate the easement section.

BACKGROUND:

In 2022, the property owner of 1500 Division Street applied for partial vacation of a public water easement along their southeastern property boundary. During the same period, the property owner abandoned and replaced water mains so that water mains were not located beneath any structures or stormwater management facilities.

City staff oversaw the abandonment and construction of the water main intended to replace the abandoned water main and determined that the section of easement proposed for vacation no longer contains any active water mains currently, nor will it in

the future. Staff have determined that the proposed vacation is in the best public interest based on the easement section lacking utility for its designed purpose.

In general, a vacation shall be granted only if all the following conditions exist:

1. There is no present or future public need for the street, alley, or easement.
2. The vacation is in the best public interest.
3. There would be no impacts to adjacent properties.
4. Consent of adjacent property owners when appropriate.

In this case, the City has no present or future need for the easement section; the vacation is in the public's best interest; the vacation has no impact on adjacent properties; and the adjacent properties do not need to consent to the vacation. Therefore, the conditions have been met.

The applicant has provided a legal description and depiction for the easement section to be vacated. See Exhibits B and C.

City policy allows for vacations of easements by the passing of a Resolution by the City Commission; therefore, approval of this resolution will result in the vacation of this easement. An easement quitclaim will be recorded at Clackamas County Recording Office on the property. See Exhibit E – Quitclaim.

OPTIONS:

1. Approve Resolution No. 23-01 to allow vacation of the public water main easement located at 1500 Division Street.
2. Deny Resolution No. 23-01. If the Commission chooses to deny the Resolution, staff respectfully requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$0

FY(s): 2023

Funding Source(s): N/A

RESOLUTION NO. 23-01

A RESOLUTION VACATING AN UNUSED PORTION OF PUBLIC WATER EASEMENT ON 1500 DIVISION STREET

WHEREAS, the owner of 1500 Division Street has applied for a vacation of a portion of the existing public water main line easement (hereinafter called "EASEMENT"); and

WHEREAS, the original EASEMENT depicted and shown in Exhibit A is located within property identified as 1500 Division Street; and

WHEREAS, the EASEMENT on the subject property was purposed solely for City use and maintenance access of a public water main line; and

WHEREAS, the proposed vacated easement depicted in Exhibit B as "Waterline Easement Vacation Area" and legally described in Exhibit C, contains portions of a water main line which have been abandoned; and

WHEREAS, Oregon City Public Works staff have determined that the proposed vacation is in the best public interest based on the easement portion lacking utility for its designed purpose of allowing ongoing use and maintenance of the water main line.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission of the City of Oregon City hereby vacates that portion of public water main line EASEMENT as "Waterline Easement Vacation Area" as depicted in Exhibit B as "Waterline Easement Vacation Area" and legally described in Exhibit C.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 1st day of March 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 1st day of March 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



Public Works – Development Services

13895 Fir Street | PO Box 3040 | Oregon City OR 97045
Ph (971) 204-4601 | Fax (503) 908-1128

APPLICATION FOR
EASEMENT VACATION

Property Owner/Authorized Agent Providence Health & Services – Oregon
Address 4400 NE Halsey St. Building 2, Suite 190
Telephone c/o 303-557-2120 Location of Property to be Vacated Partial waterline easement
Clackamas County, Oregon, described as Doc No. 94-068148. See attached legal exhibits.

Note: Legal description of property must be attached for street vacations. The application shall be accompanied by a fully dimensioned accurate and legible site plan, drawn to scale.

Reason for Street/Alley/Easement Vacation and Proposed Use Portions of the waterline
easement are no longer necessary. New easement is to be placed for vacated portion.

A vacation shall be granted only in the event that all of the following conditions exist:

- a. There is no present or future public need for the street, alley, or easement.
- b. The vacation is in the best public interest.
- c. There would be no impacts to adjacent properties.
- d. Consent of adjacent property owners when appropriate.

Explain how proposed vacation complies with these four conditions:

The portions of the waterline easement that applicant seeks to vacate
have no present or future need, as no waterlines run under such areas.
Partially vacating this easement is in the public interest as it allows
for health care facilities to exist over the easement area, which
facilities provide health care services to the community. There is no
impact on the adjacent property owners as the portions of the easement
that applicant seeks to vacate are wholly within applicant's property
and there are no waterlines in such areas that run to and benefit the
adjacent properties.

(Attach addendum, if additional space is needed).

INSTRUCTIONS FOR COMPLETING VACATION APPLICATIONS

Item 7a.

1. All applications must be either typed or printed (black ink). Please make the words easily readable. Neatness is important.
2. The application must be submitted with the correct fee.
3. If you mail in the application, please verify with the Development Services Division to ensure that it was received and that all necessary fees and information are with the application form.
4. If you wish to modify or withdraw the application, you must notify the Development Services Division in writing. Additional fees may be charged if the changes require new public notice and/or if additional staff work is necessary.
5. Attach all the information with the application form that you have available that pertains to the activity you propose.
6. Prior to submitting the application, you must make an appointment to discuss your proposal with a member of the Development Services Division. If you wish, Development Services personnel will advise you in completing some portions of the application; however, the entire burden is upon the applicant to provide necessary information to justify approval of the application.
7. Detailed legal descriptions, maps, and other relevant information should be attached to the application form and will be available for public review. All applicable standards and criteria must be addressed prior to acceptance of the application. The content of the attached information should be discussed with the City Engineer prior to submission of the application.
8. Incomplete applications will be returned.

APPLICANT'S NAME & SIGNATURE: Andrew Haslam

DocuSigned by:

Andrew Haslam

BTA9051A0B6D42F...

MAILING ADDRESS: Portland OR 97213 c/o 303-557-2120

City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____

City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____

City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____

City State Zip Phone No.

If the property owner does not sign this application, then a letter authorizing signature
by an agent must be attached.

FOR OFFICE USE ONLY

DATE SUBMITTED: _____

RECEIVED BY: _____

FEE PAID: _____

RECEIPT NO.: _____

PUBLIC HEARING DATE: _____

ENGINEER ASSIGNED: _____

DATE ACCEPTED AS COMPLETE: _____

List of Exhibits

- | | |
|------------------|--|
| Exhibit A | Easement to be Partially Vacated |
| Exhibit B | Depiction of Portions of Easement to be Vacated |
| Exhibit C | Legal Description of Portions of Easement to be Vacated |
| Exhibit D | Depiction of Property on which Portions of Easement at Issue are Located |
| Exhibit E | Quitclaim Deed for Partial Vacation of Easement |

EXHIBIT A

After Recording Return to:
 Oregon City Recorder
~~320 Warner Main Road~~ POS 4351
 Oregon City, OR 97045

Willamette Falls Hospital
 Waterline Easement
 T.L. 2100, 2-2E-32AB

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Doctors Hospital Association, Inc., hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain a waterline on the following described land:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Sketch for Legal Description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking and related uses. Such uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

Upon completion of the construction, the CITY shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is one dollar, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 9
day of December, 1996; if a corporate grantor, it has caused its name to be
signed and seal affixed by its officers, duly authorized thereto by order of
its board of directors.

Individuals.
General Partnerships

Corporation
Limited Partnership

Signer's Name

Doctors Hospital Association, Inc.

Signer's Name

Robert A. Steed

(If executed by a corporation
affix corporate seal)

Robert A. Steed, Administrator/CEO
Signer's Name, Title



Signer's Name, Title

Personal Acknowledgement
STATE OF OREGON)
County of _____) .ss

Personally appeared the above
named _____ and
acknowledged the foregoing
instrument to be _____
voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

(OFFICIAL SEAL)

Doctors Hospital Association Inc.
c/o Willamette Falls Community Hospital
1500 Division Street
Oregon City, Oregon 97045
(Grantor's Name & Address)

City of Oregon City
320 Warner-Milne Road
Oregon City, Oregon 97045
(Grantee's Name & Address)

Accepted on behalf of the City of
Oregon City on the condition that
the easement granted is free and
clear from taxes, liens and
encumbrances.

Daniel W. Fowler
Mayor
John K. Elliott
City Recorder

After Recording Return to:
City Engineer
City of Oregon City
320 Warner-Milne Road
Oregon City, Oregon 97045

Corporate Acknowledgement
STATE OF OREGON)
Clackamas County) .ss

Personally appeared Robert A. Steed
and
who being duly sworn, acknowledged the
himself and not one for the other
did say that the former is the Adminis-
trator ~~President~~ and that the latter
is the CEO ~~Secretary~~ of
Doctors Hospital Association, Inc. a
corporation, and that the seal affixed to the
foregoing instrument was signed and
sealed in behalf of said corporation
by authority of its board of
directors; and each of them
acknowledged said instrument to be
its voluntary act and deed.

Before me: Ann Allanach

NOTARY PUBLIC FOR OREGON

My Commission Expires: 7/29/95

(OFFICIAL SEAL)

Space Reserved for
County Record's Office

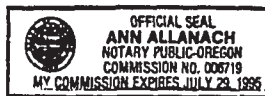


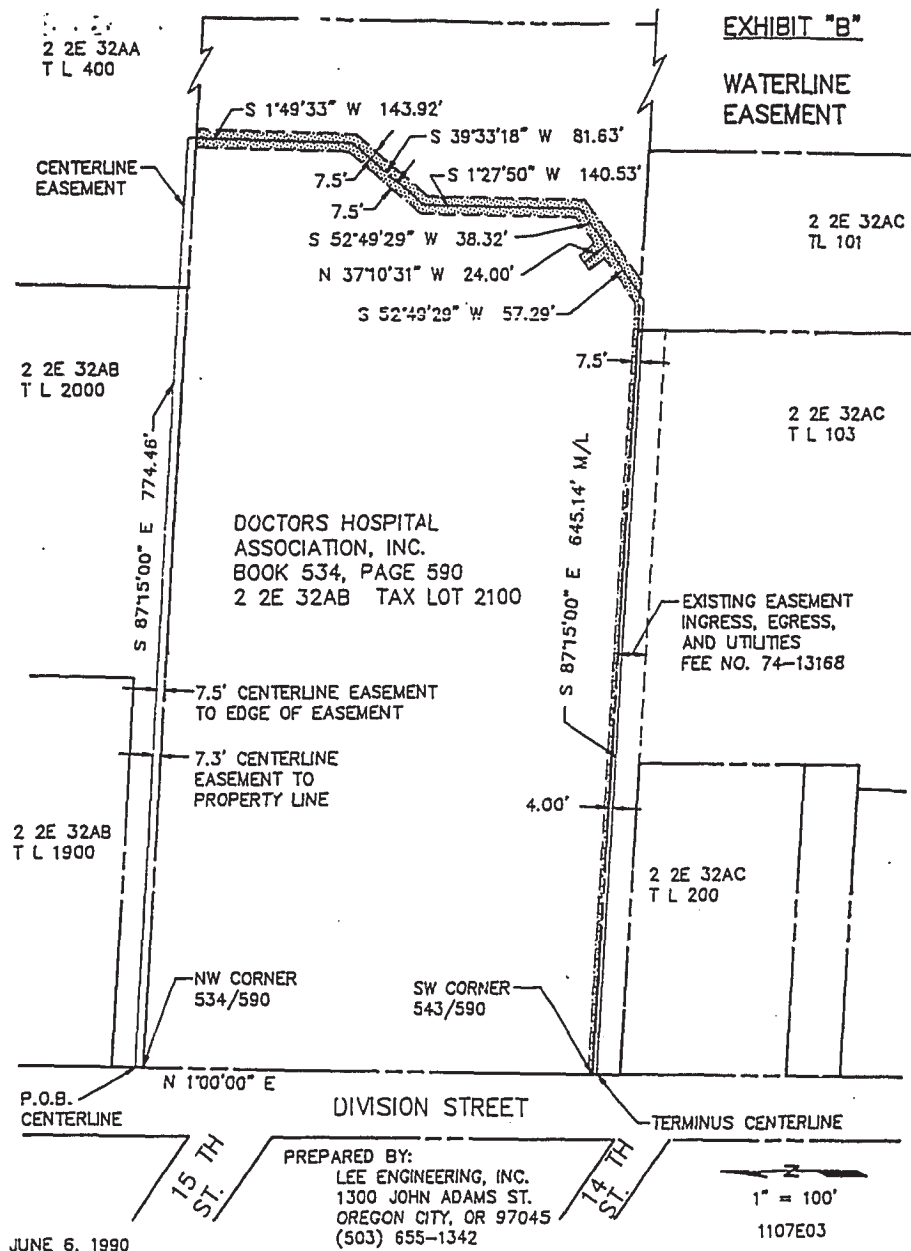
EXHIBIT "A"

A portion of that real property in the NE 1/4 of Section 32, T 2 S, R 2 E, W.M., City of Oregon City, Clackamas County, Oregon, conveyed to Doctors Hospital Association, Inc. as described and recorded December 27, 1957 in Book 534, page 590, deed records of said Clackamas County, more particularly described as follows:

All of said Doctors Hospital Association, Inc. real property lying within a strip of land 15.0 feet wide, 7.5 feet either side of the following described centerline.

Beginning at a point which is N 1°00'00" E 7.30 feet from the northwesterly corner of said Doctors Hospital Association, Inc. real property; thence S 87°15'00" E parallel with the northerly line of said Doctors Hospital Association, Inc. real property 774.46 feet; thence S 1°49'33" W 143.92 feet; thence S 39°33'18" W 81.63 feet; thence S 1°27'50" W 140.53 feet; thence S 52°49'29" W 38.32 feet; thence N 37°10'31" W 24.00 feet; thence S 37°10'31" E 24.00 feet; thence S 52°49'29" W 57.29 feet to a point on the line which is parallel with and 4.00 feet southerly from, when measured at right angles, the southerly line of said Doctors Hospital Association, Inc. real property; thence N 87°15'00" W along said parallel line 645.14 feet, more or less, to a point on the easterly right-of-way line of Division Street and the terminus of said centerline.

This description is based upon a survey dated March 26, 1990 and filed with the Clackamas County Surveyor as P.S. #23670.



94-068148
STATE OF OREGON
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 5414 \$25.00
DATE AND TIME: 08/26/94 08:50 AM
JOHN KAUFFMAN, COUNTY CLERK

6

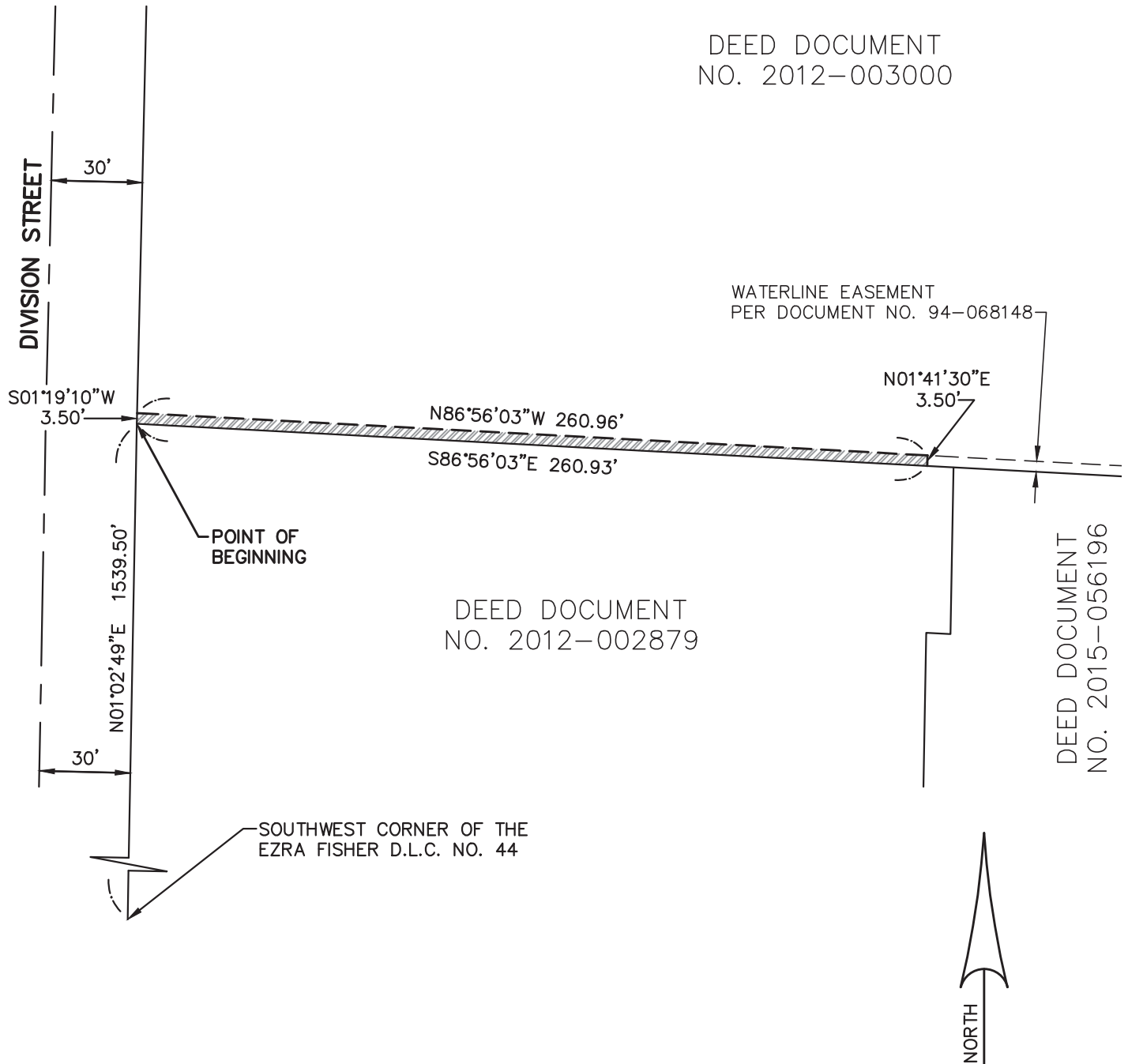
EXHIBIT B

EXHIBIT B

Item 7a.

WATERLINE EASEMENT VACATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32,
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
 DECEMBER 3, 2021

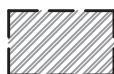
DEED DOCUMENT
 NO. 2012-003000



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JANUARY 11, 2005
 DARREN S. HARR
 56181

RENEWALS: 6-30-23

LEGEND:

— WATERLINE EASEMENT VACATION
 AREA=913 SQUARE FEET
 (0.021 ACRES)

SCALE: 1" = 50'

TerraCalc
 Land Surveying Inc.
 1615 N.E. Miller Street
 McMinnville, OR 97128
 (503) 857-0935
 www.Terra-calc.com

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EXHIBIT B

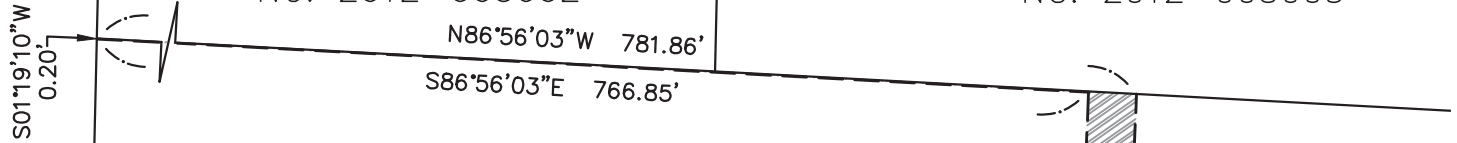
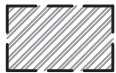
Item 7a.

**WATERLINE EASEMENT VACATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON**

DEED DOCUMENT
NO. 2012-003002

DECEMBER 3, 2021

DEED DOCUMENT
NO. 2012-003005

**LEGEND:**

- WATERLINE EASEMENT VACATION
AREA=5,768 SQUARE FEET
(0.132 ACRES)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
DARREN S. HARR
56181

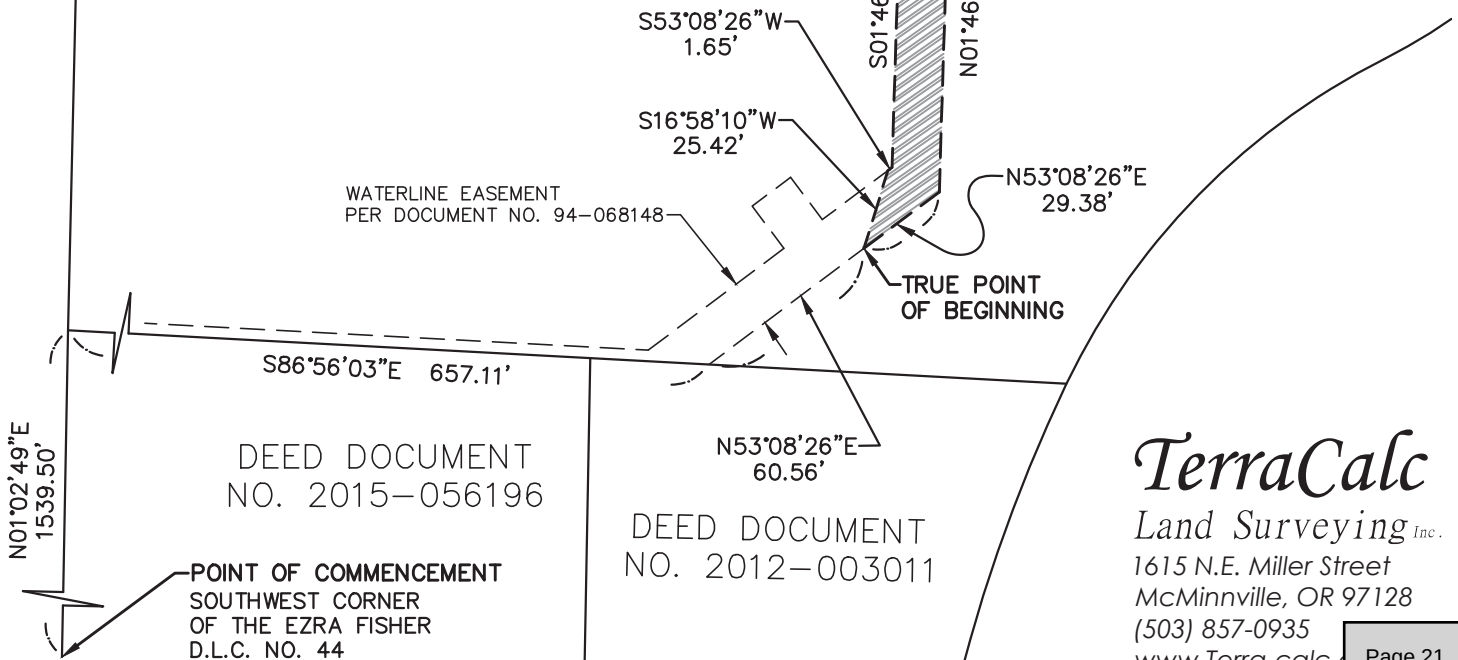
RENEWES: 6-30-23

DEED DOCUMENT
NO. 2012-003000

DIVISION STREET



SCALE: 1" = 60'



TerraCalc
Land Surveying Inc.
1615 N.E. Miller Street
McMinnville, OR 97128
(503) 857-0935
www.Terra-calc.com

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EXHIBIT C

A PORTION OF THAT WATERLINE EASEMENT RECORDED AUGUST 26, 1994 IN DOCUMENT NUMBER 94-068148, CLACKAMAS COUNTY DEED RECORDS, AND ALSO BEING A PORTION THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NUMBER 2012-003000, RECORDED JANUARY 24, 2012, CLACKAMAS COUNTY DEED RECORDS, BEING WITHIN THE EZRA FISHER D.L.C. NO. 44, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WATERLINE EASEMENT RECORDED IN DOCUMENT NUMBER 94-068148, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-003000, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DIVISION STREET, BEING 30.00 FEET EASTERLY OF THE CENTERLINE THEREOF (WHEN MEASURED PERPENDICULAR THERETO) AND BEARS NORTH 01°02'49" EAST, 1539.50 FEET FROM THE SOUTHWEST CORNER OF SAID EZRA FISHER D.L.C. NO. 44; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NUMBER 2012-003000 SOUTH 86°56'03" EAST, 260.93 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 01°41'30" EAST, 3.50 FEET TO THE NORTHERLY LINE OF SAID WATERLINE EASEMENT RECORDED IN DOCUMENT NUMBER 94-068148; THENCE ALONG SAID NORTHERLY LINE NORTH 86°56'03" WEST, 260.96 FEET TO AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF DIVISION STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 01°19'10" WEST, 3.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 913 SQUARE FEET, MORE OR LESS.

AND

A PORTION OF THAT WATERLINE EASEMENT RECORDED AUGUST 26, 1994 IN DOCUMENT NUMBER 94-068148, CLACKAMAS COUNTY DEED RECORDS, AND ALSO BEING A PORTION THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NUMBER 2012-003000, RECORDED JANUARY 24, 2012, CLACKAMAS COUNTY DEED RECORDS, BEING WITHIN THE EZRA FISHER D.L.C. NO. 44, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EZRA FISHER D.L.C. NO. 44; THENCE ALONG THE WEST LINE OF SAID EZRA FISHER D.L.C. NO. 44 NORTH 01°02'49" EAST, 1539.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-003000, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DIVISION STREET, BEING 30.00 FEET EASTERLY OF THE CENTERLINE THEREOF (WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT SOUTH 86°56'03" EAST, 657.11 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID WATERLINE EASEMENT DESCRIBED IN DEED DOCUMENT NO. 94-068148; THENCE ALONG THE EASTERLY LINE OF SAID WATERLINE EASEMENT NORTH 53°08'26" EAST, 60.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 53°08'26" EAST, 29.38 FEET; THENCE NORTH 01°46'47" EAST, 141.55 FEET; THENCE NORTH 39°52'15" EAST, 81.60 FEET; THENCE NORTH 02°08'30" EAST, 139.06 FEET TO THE NORTHERLY LINE OF AFOREMENTIONED TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-003000; THENCE ALONG SAID NORTHERLY LINE NORTH 86°56'03" WEST, 781.86 FEET TO AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF DIVISION STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 01°19'10"

WEST, 0.20 FEET TO THE MOST NORTHERLY SOUTHWEST CORNER OF AFOREMENTIONED WATERLINE EASEMENT; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID WATERLINE EASEMENT SOUTH 86°56'03" EAST, 766.85 FEET; THENCE SOUTH 02°08'30" WEST, 133.98 FEET; THENCE SOUTH 39°52'15" WEST, 81.66 FEET; THENCE SOUTH 01°46'47" WEST, 139.51 FEET; THENCE SOUTH 53°08'26" WEST, 1.65 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 16°58'10" WEST, 25.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 5,768 SQUARE FEET, MORE OR LESS.

EXHIBIT D

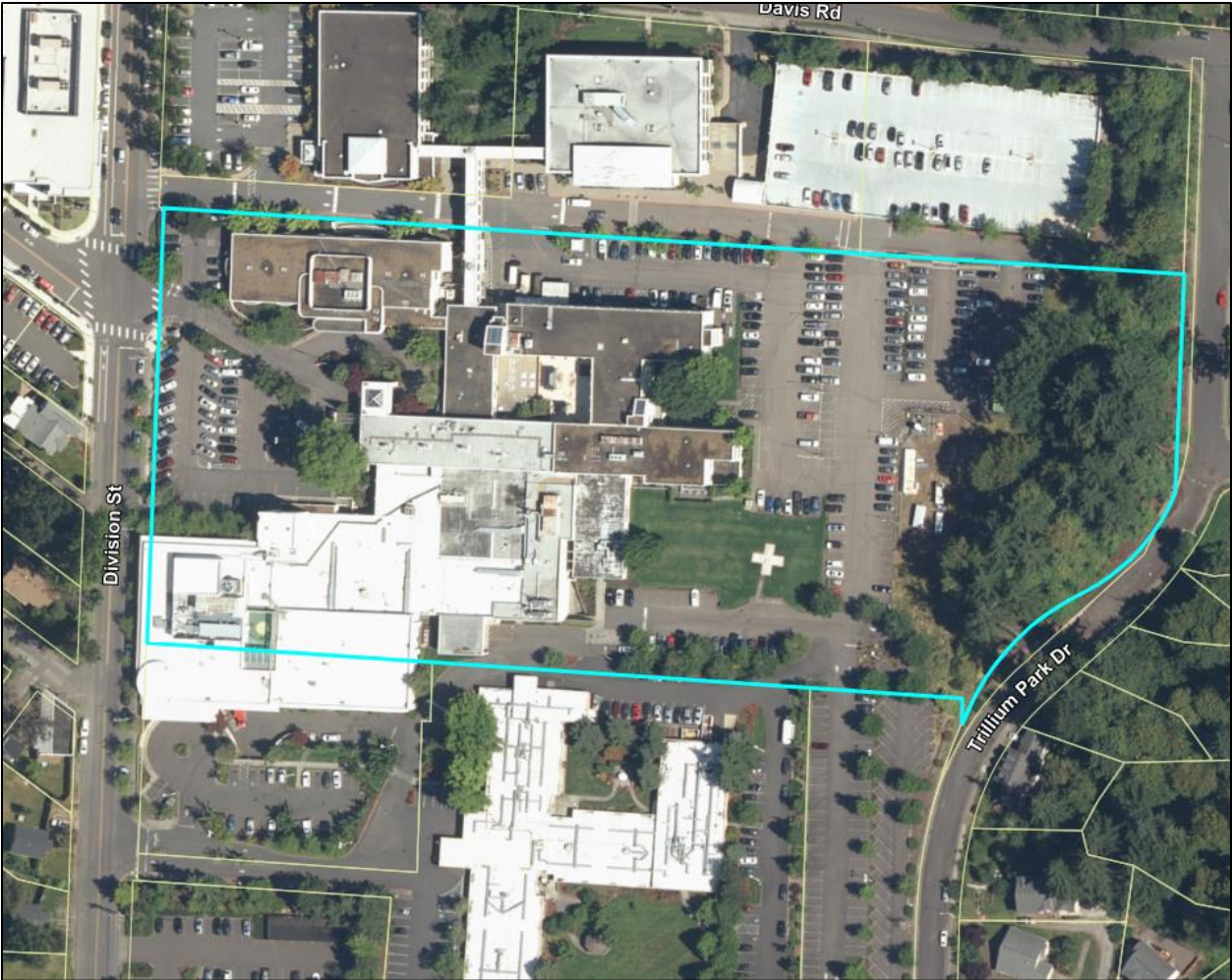


EXHIBIT E

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

Planning No.: _____

QUITCLAIM DEED

THE PURPOSE OF THIS CONVEYANCE IS TO RELEASE AND RELINQUISH ALL OF THE RIGHT, TITLE, AND INTEREST OF THE CITY OF OREGON CITY, A MUNICIPAL CORPORATION OF THE STATE OF OREGON (CITY), ALL, OR A PORTION OF, THE EASEMENT RECORDED IN THE PUBLIC RECORDS OF CLACKAMAS COUNTY, OREGON AS DOCUMENT NO. 94-068148.

THE CITY OF OREGON CITY, DOES REMISE, RELEASE AND FOREVER QUITCLAIM UNTO
PROVIDENCE HEALTH & SERVICES - OREGON,

GRANTEE (AS WELL AS ITS SUCCESSORS AND ASSIGNS), ALL THE RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND THAT THE GRANTOR MAY HAVE TO THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLACKAMAS IN THE STATE OF OREGON, DESCRIBED ON THE ATTACHED **EXHIBIT A**, AND SHOWN ON THE ATTACHED **EXHIBIT B**.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$0

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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EXHIBIT A TO QUITCLAIM DEED

A PORTION OF THAT WATERLINE EASEMENT RECORDED AUGUST 26, 1994 IN DOCUMENT NUMBER 94-068148, CLACKAMAS COUNTY DEED RECORDS, AND ALSO BEING A PORTION THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NUMBER 2012-003000, RECORDED JANUARY 24, 2012, CLACKAMAS COUNTY DEED RECORDS, BEING WITHIN THE EZRA FISHER D.L.C. NO. 44, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WATERLINE EASEMENT RECORDED IN DOCUMENT NUMBER 94-068148, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-003000, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DIVISION STREET, BEING 30.00 FEET EASTERLY OF THE CENTERLINE THEREOF (WHEN MEASURED PERPENDICULAR THERETO) AND BEARS NORTH 01°02'49" EAST, 1539.50 FEET FROM THE SOUTHWEST CORNER OF SAID EZRA FISHER D.L.C. NO. 44; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NUMBER 2012-003000 SOUTH 86°56'03" EAST, 260.93 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 01°41'30" EAST, 3.50 FEET TO THE NORTHERLY LINE OF SAID WATERLINE EASEMENT RECORDED IN DOCUMENT NUMBER 94-068148; THENCE ALONG SAID NORTHERLY LINE NORTH 86°56'03" WEST, 260.96 FEET TO AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF DIVISION STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 01°19'10" WEST, 3.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 913 SQUARE FEET, MORE OR LESS.

AND

A PORTION OF THAT WATERLINE EASEMENT RECORDED AUGUST 26, 1994 IN DOCUMENT NUMBER 94-068148, CLACKAMAS COUNTY DEED RECORDS, AND ALSO BEING A PORTION THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NUMBER 2012-003000, RECORDED JANUARY 24, 2012, CLACKAMAS COUNTY DEED RECORDS, BEING WITHIN THE EZRA FISHER D.L.C. NO. 44, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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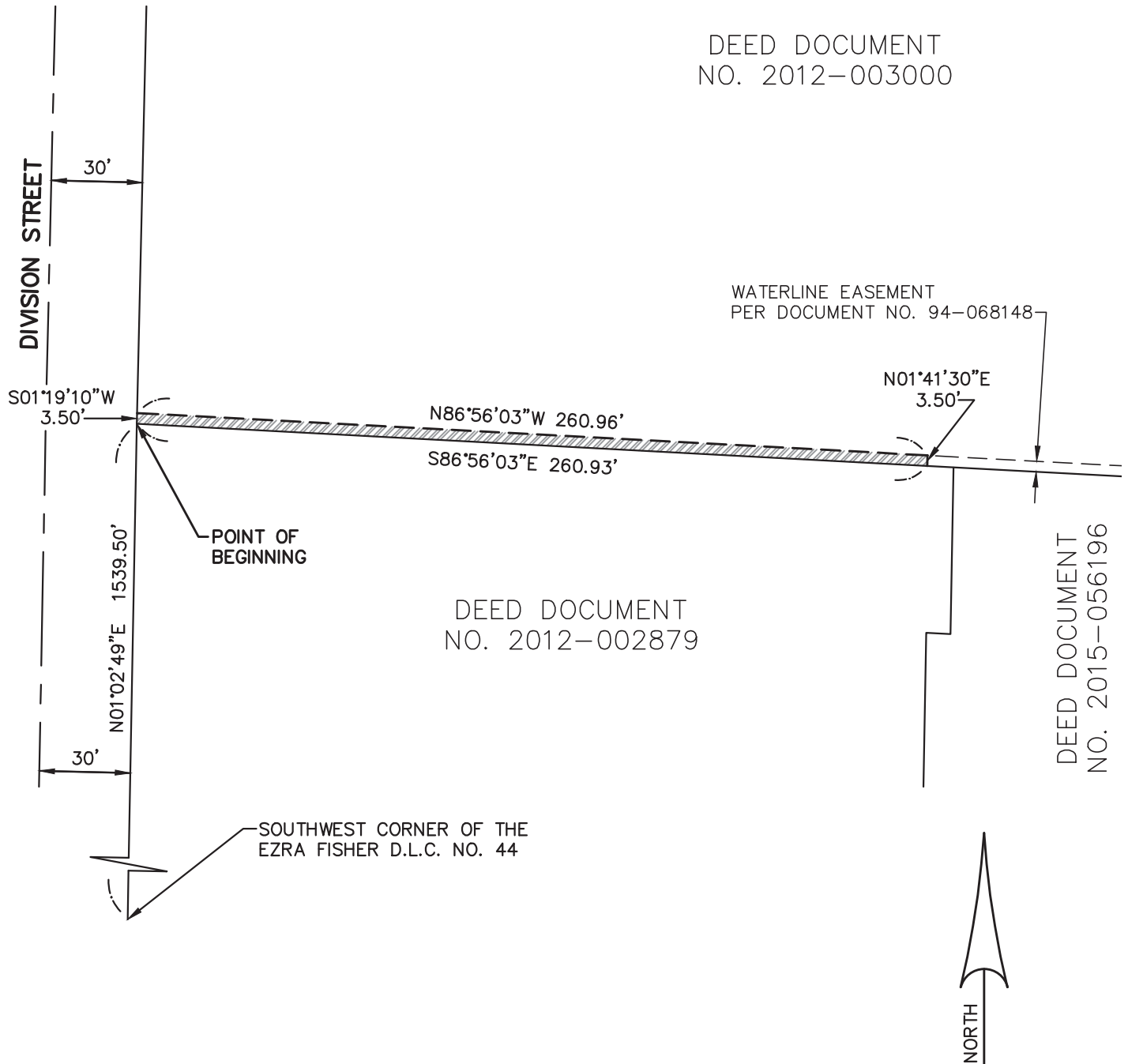
CONTAINS 5,768 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Item 7a.

WATERLINE EASEMENT VACATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32,
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
 DECEMBER 3, 2021

DEED DOCUMENT
 NO. 2012-003000



DEED DOCUMENT
 NO. 2012-002879

DEED DOCUMENT
 NO. 2015-056196

SOUTHWEST CORNER OF THE
 EZRA FISHER D.L.C. NO. 44

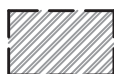


SCALE: 1" = 50'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JANUARY 11, 2005
 DARREN S. HARR
 56181

RENEWALS: 6-30-23

LEGEND:

— WATERLINE EASEMENT VACATION
 AREA=913 SQUARE FEET
 (0.021 ACRES)

TerraCalc
 Land Surveying Inc.
 1615 N.E. Miller Street
 McMinnville, OR 97128
 (503) 857-0935
 www.Terra-calc.com

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EXHIBIT B

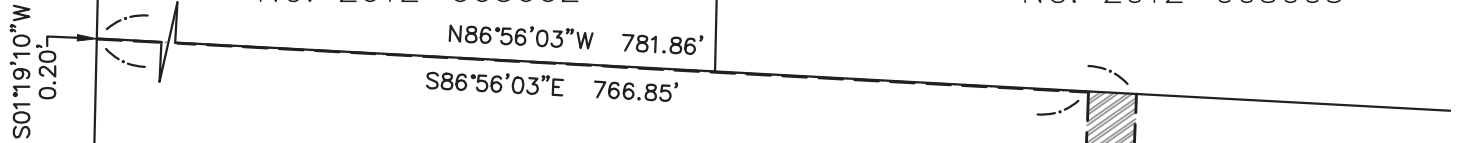
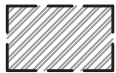
Item 7a.

WATERLINE EASEMENT VACATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

DEED DOCUMENT
 NO. 2012-003002

DECEMBER 3, 2021

DEED DOCUMENT
 NO. 2012-003005

**LEGEND:**

— WATERLINE EASEMENT VACATION
 AREA=5,768 SQUARE FEET
 (0.132 ACRES)

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JANUARY 11, 2005
 DARREN S. HARR
 56181

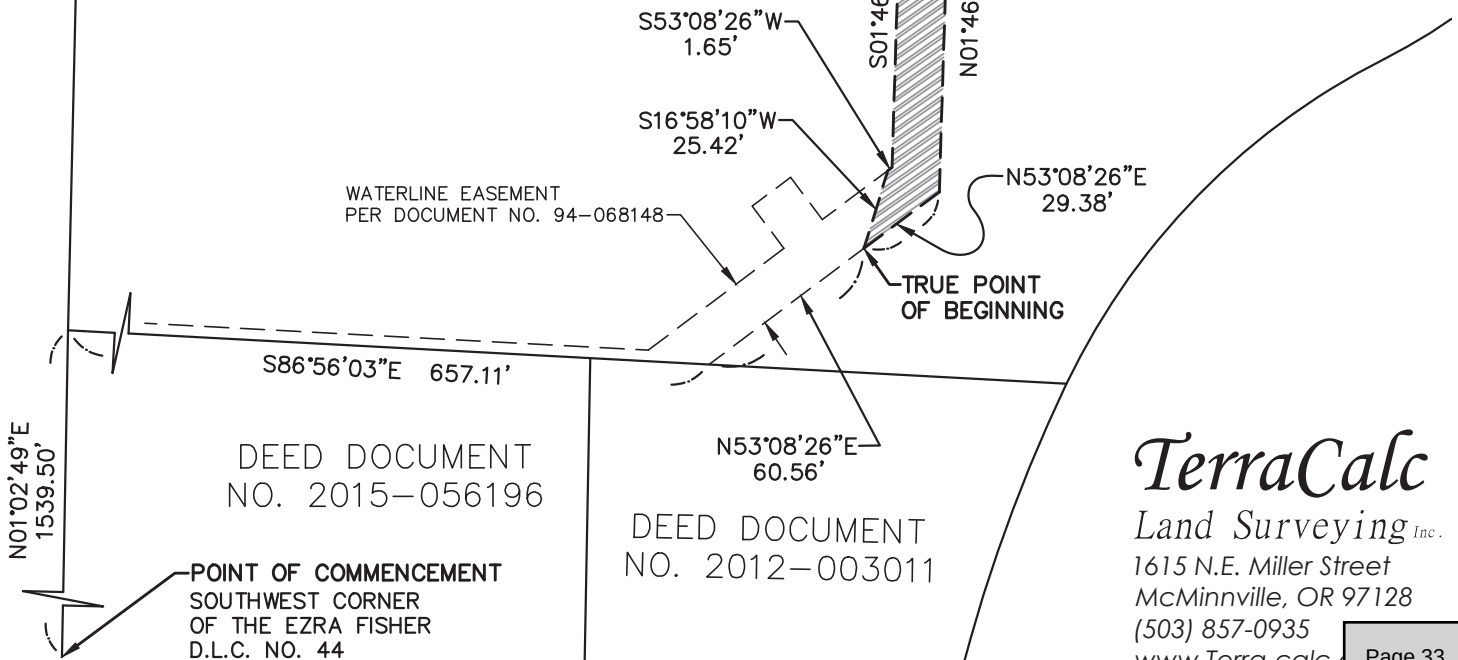
RENEWS: 6-30-23

DEED DOCUMENT
 NO. 2012-003000

DIVISION STREET



SCALE: 1" = 60'



TerraCalc
 Land Surveying Inc.
 1615 N.E. Miller Street
 McMinnville, OR 97128
 (503) 857-0935
 www.Terra-calc.com



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 03/01/2023
From: Assistant Parks & Recreation Director, Denise Conrad

SUBJECT:

Mountain View Cemetery Restroom Site Work Contract

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Mountain View Cemetery site work contract in the amount of \$146,988 with RA Gray Construction LLC.

EXECUTIVE SUMMARY:

The Parks and Recreation Department received two bids for the demolition of the existing shop and restroom building, site grading, utilities, temporary power, permanent power, concrete, and parking lot improvements. The apparent low bidder was RA Gray Construction LLC with a bid of \$146,988. RA Gray Construction's bid was reviewed and appears to be a responsive and responsible bid.

BACKGROUND:

The Parks and Recreation Department has been directed to replace the existing restroom at the Mountain View Cemetery with an ADA compliant facility. The project includes the relocation and expansion of the existing visitor restroom facilities at the Mountain View Cemetery. The existing restroom and an existing storage building will be removed as part of the proposed development. The uses of the buildings being removed will be accommodated a new 826 square foot building and improve the serviceability and function for cemetery staff and visitors. The new building will provide accessible water closets, water fountain and lavatories to cemetery visitors including storage area for city staff. The building will be constructed using concrete masonry block that will be cladded with lap siding intended to be consistent with the appearance of the cemetery office building that is residential in style. A new pedestrian path will be constructed to provide accessible access that connects new building to the existing parking area and cemetery office. The City Commission has already approved the contract for the purchase of the building with Romtec.

This contract includes:

- Demolition of the existing restroom building, storage building, and associated utilities.
- Site preparation for the construction of the new restroom building.
- Construct new concrete walkways and vehicle ramp, asphalt paving, and grading.
- Construct new underground water and sewer utilities and connections to new Restroom Building.
- Relocate existing electrical service to new Restroom Building, access gate, and site lighting.
- Coordination with Restroom Building Contractor, Architect, Engineers, and Owner
- Perform additional and incidental Work as called for by the Specifications and Plans.
- Coordinate work with proposed utility meter relocation by franchise utility companies.

The project was posted for bid advertisement in the Daily Journal of Commerce 2/6/23 and 2/8/23. The bid posting was also loaded on the City Bid Website. On 2/17/23, two bids were received from the following:

- RA Gray Construction LLC for \$146,988
- Odyssey Contracting LLC for \$519,189

The bids were reviewed for appropriate content and responsible bid information. RA Gray Construction appeared to be a responsive and responsible bid and was selected as the apparent low bidder. The intent to award letter was sent 2/21/23 to RA Gray and posted to the City Bid Website.

The City Attorney reviewed the contract 2/22/23.

OPTIONS:

1. Authorize the City Manager to execute the Mountain View Cemetery site work contract in the amount of \$146,988 with RA Gray Construction LLC.
2. Deny the contract to RA Gray Construction LLC and provide staff direction

BUDGET IMPACT:

Amount: \$146,988

FY(s): FY 22/23

Funding Source(s): General Fund

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this 1 day of March, 2023, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **RA Gray Construction** ("CONTRACTOR").

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **MOUNTAIN VIEW CEMETERY RESTROOM (PK22301)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 1, 2022 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated October 1, 2022 Prevailing Wage Apprenticeship Rates dated July 1, 2022 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 – X (list addendums here with date) All items included within these Contract Documents.
--	---

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

Completion date established on calendar day allowance: The project shall be complete within **(90)** days from the authorized start date for On-site work as identified in the Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be: **\$146,988.00.**

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

By: _____
Anthony J. Konkol III
City Manager

By: _____
Kendall Reid
Parks and Recreation Director

Approved as to Legal Sufficiency

By: _____
City Attorney

RA GRAY CONSTRUCTION

Printed Name

By: _____
Authorized Signature

Title

Date

Address:
PO BOX 1000

Sherwood, OR 97140

Federal Taxpayer ID Number

City Commission Award Date:

SECTION III B

PUBLIC IMPROVEMENT STANDARD CONDITIONS

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

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

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

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

b. Statement of Compliance.

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

c. Progress Payments and Retainage.

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

City may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage. If the contract price exceeds \$500,000, the City will place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the date the payment request is approved until the date the retainage is paid to the contractor to which it is due.

d. Certified Payroll Statements.

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

e. Final Payment.

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

f. Subcontractor Payments.

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

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

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

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

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

payment against funds due or to become due the Contractor by reason of the contract.

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

3. Insurance, Indemnity, Termination.

a. Insurance.

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

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

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

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

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for

bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

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

iii) Workers' Compensation Insurance.

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

b. Indemnification.

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

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

c. Termination and Suspension.

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

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

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

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

satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

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

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

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

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

5. Work Schedule.

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

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of

work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

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

8. Traffic Control.

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

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

provide adequate protection to the traveling public during non-work hours.

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

9. Contractor's Use of Premises.

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

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality

and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

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

12. Plans and Specifications.

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

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

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

13. Control of Contractor Work.

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

The Contractor shall be responsible for any process control sampling, testing, measurement,

and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

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

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

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

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

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

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

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

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

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

15. Contractor Identification.

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

16. Assignment.

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

17. Access to Records.

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

18. Ownership of Work Product; License.

All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or

state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

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

20. Severability.

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

21. Number and Gender.

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

22. Captions and Headings.

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

23. Calculation of Time.

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in

the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

24. Notices.

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

25. Nonwaiver.

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

26. Information and Reports.

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

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

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SECTION III C

STATUTORY CONDITIONS TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds

due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) The CONTRACTOR shall comply with the

prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The CONTRACTOR may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(3) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and

provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors comply with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 - 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580

(1) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY.

(2) CONTRACTOR shall provide first-tier subcontractors with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from CONTRACTOR.

(3) CONTRACTOR, except as otherwise provided in this paragraph, shall use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. CONTRACTOR may change the form or the regular administrative procedures used for processing payments if CONTRACTOR:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the change is made; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d).

(5) The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors. In addition, CONTRACTOR shall require a first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580(3) in each of its subcontracts and CONTRACTOR shall require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must

be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage and CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works and include this requirement in all subcontracts.

(2) CONTRACTOR shall pay all workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and CONTRACTOR shall require this provision be included in all subcontracts.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

(b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified

statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in Writing.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by ORS 279C.845.

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ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if

SECTION II A
BID PROPOSAL AND BID SCHEDULE

To: City of Oregon City
 13895 Fir Street
 Oregon City, Oregon 97045

From: RA Gray Construction
 Bidder (Company Name) PO Box 1000
 Address Sherwood, OR 97140
 City, State & Zip 503-692-4675
 Telephone _____

The undersigned bidder declares that s/he has carefully examined the Instructions to Bidders, Contract Bid Submittal requirements, Contract Agreement, Performance and Payment Bond requirements, General Requirements, Scope of Work, and Other Technical Specifications for the construction of the **Mountain View Cemetery Restroom**; that s/he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, s/he will contract with the City of Oregon City, Oregon, in the form similar to that attached; will provide the necessary machinery, tools, apparatus, and other means of construction and will furnish all material and labor as specified in the Contract Agreement and all other contract documents, as necessary to complete the work in the manner herein specified, and according to the requirements of the Engineer.

By signing and returning a bid, bidder acknowledges that it has read and understands the terms and conditions contained in the Invitation to Bid and that it accepts and agrees to be bound by the terms and conditions of the Invitation to Bid.

The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

1. Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
2. Certificates of Insurance for Liability and property damage coverage;
3. Certificates of Coverage for Workman Compensation and unemployment insurance;
4. All other bonds, permits, licenses, etc. as required in the contract documents.

The undersigned hereby represents as follows:

1. That no Commissioner, officer, agency or employee of the City of Oregon City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;
2. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud; and
3. That the provisions required by ORS 279C.840 relating to prevailing wage rates shall be included in this contract.

The undersigned agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that the project shall be complete within 90 days from the Beginning of Contract Time as identified in 00180.50(c).

Bidder will complete the work in accordance with the Contract Documents and agrees to accept as full payment for the work proposed under this project, as herein specified and under the provisions included in the Bid, to be expressed in numeric figures only indicated below.

BASE BID SCHEDULE

ITEM	ODOT SPECIFICATION #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	00210	Mobilization	L.S.	1	6,750.00	6,750.00
2	00280	Erosion Control	L.S.	1	1,800.00	1,800.00
3	00305	Construction Survey Work	L.S.	1	3,850.00	3,850.00
4	00310	Removal of Structures and Obstructions	L.S.	1	24,470.00	24,470.00
5	00320	Clearing and Grubbing	L.S.	1	2,540.00	2,540.00
6	00330	Excavation	C.Y.	100	32.80	3,280.00
7	00350	Subgrade Geotextile	S.Y.	350	2.00	700.00
8	00445	4 Inch Sanitary Sewer Pipe, 0-10 Ft Depth	L.F.	17	75.00	1,275.00
9	00445	6 Inch Storm Sewer Pipe, 0-10 Ft Depth	L.F.	110	55.00	6,050.00
10	00445	4 Inch Perforated Storm Sewer Pipe, 0-10 Ft Depth	L.F.	115	25.00	2,875.00
11	00445	Roof or Field Drain Connections	Each	2	180.00	360.00
12	00445	Storm Backwater Valve	Each	1	250.00	250.00
13	00470	Cleanout	Each	3	525.00	1,575.00
14		24" Storm Catch Basin	Each	2	1,110.00	2,220.00
15		12" Storm Area Drain	Each	1	2,100.00	2,100.00
16	00490	Connection to Existing Pipes	Each	5	850.00	4,250.00
17	00620	Cold Plane Pavement Removal, 0 - 3 Inches Deep	S.Y.	612	18.00	11,016.00
18	00640	Aggregate Base	C.Y.	136	31.00	4,216.00
19	00744	Level 2, 1/2" Dense ACP Mixture	Ton	103	194.00	19,982.00
20	00759	Concrete Curb, Standard Curb	L.F.	54	40.00	2,160.00
21	00759	Concrete Curb, Sloped Curb	L.F.	30	50.00	1,500.00
22	00759	Concrete Curb, Tall Curb	L.F.	57	85.00	4,845.00
23	00759	Concrete Walks	S.F.	875	8.00	7,000.00

24	00759	6" Thick Concrete Surfacing, Reinforced	S.F.	86	11.00	946.00
25	00860	Pavement Markings	LS	1	650.00	650.00
26	00905	Remove Existing Signs	L.S.	1	161.00	161.00
27	00920	Sign Support Footings	Each	1	200.00	200.00
28	00930	Perforated Steel Square Tube Anchor Sign Supports	Each	1	130.00	130.00
29	00940	Signs, Standard Sheeting, Sheet Aluminum	Each	1	105.00	105.00
30	01030	Permanent Seeding	S.F.	250	1.00	250.00
31	01040	Topsoil	C.Y.	10	40.00	400.00
32	01040	Bark Mulch	C.Y.	10	35.00	350.00
33	01050	Chain link Gate and Fence	Each	1	9,000.00	9,000.00
34	01140	1.5 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	14	52.50	735.00
35		<u>Electrical Improvements Per Bid Drawings and Specifications</u>	L.S.	1	14,998.00	14,998.00
36		<u>Removal and Disposal of existing Storage and Restroom Building</u>	L.S.	1	3,999.00	3,999.00
BID TOTAL:						146,988.00

Accompanying this Proposal is a bid bond, for the sum of 10%, payable to the City of Oregon City, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Oregon City and the undersigned fails to execute a satisfactory contract and bond as stated in the Advertisement within ten (10) calendar days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the property of the City of Oregon City. If the bid is not accepted, the bid security accompanying this Proposal shall be returned to the undersigned.

Dated this 17 day of February, 2023.

Bidder Company Information

Name: RA Gray Construction

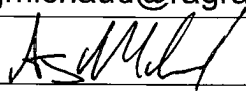
Address: PO Box 1000 Sherwood, OR 97140

Facsimile Number: 503-692-9292

Telephone Number: 503-692-4675

E-Mail Address: ajmichaud@ragrayconst.com

Authorized Agent Information

Name: AJ Michaud
Title: VP
Email: ajmichaud@ragrayconst.com
Signature: 

Project Manager/Contact Information

Name: AJ Michaud
Email: ajmichaud@ragrayconst.com
Telephone: 503-692-4675
Bidder's Taxpayer I.D. Number: 84-4191881
CCB Number: 198759 Expiration Date: 1/17/25

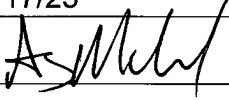
SECTION II B
ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

1. X
2. X
3. X
4. _____

Date 2/17/23

Signature of Bidder 

Printed Name of Bidder AJ Michaud

Title VP

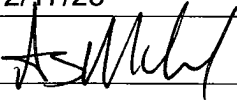
Business Name RA Gray Construction

SECTION II C
COMPLIANCE WITH ORS 279C.840

PREVAILING WAGES

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date 2/17/23

Signature of Bidder 

Printed Name of Bidder AJ Michaud

Title VP

Business Name RA Gray Construction

SECTION II D
RESIDENT BIDDER STATUS (ORS 279A.120)

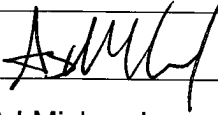
RESIDENT BIDDER STATUS

The undersigned represents him/herself to be a Resident or Nonresident bidder by checking the appropriate spots below. "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in the bid whether the bidder is a "Resident Bidder".

☒ Resident Bidder

☐ Nonresident Bidder

Date 2/17/23

Signature of Bidder 

Printed Name of Bidder AJ Michaud

Title VP

Business Name RA Gray Construction

SECTION II E
CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date 2/17/23

Signature of Bidder 

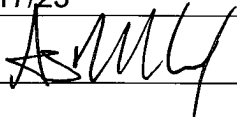
Printed Name of Bidder AJ Michaud

Title VP

Business Name RA Gray Construction

SECTION II F
NON-COLLUSION STATEMENT

I hereby certify that the bid submitted by RA Gray Construction is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that we have not directly or indirectly induced or solicited any bidder or supplier on the above work to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure to ourselves an advantage over any other bidder or bidders.

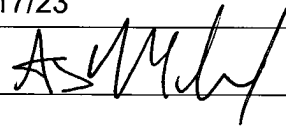
Date 2/17/23
 Signature of Bidder 
 Printed Name of Bidder AJ Michaud
 Title VP
 Business Name RA Gray Construction

SECTION II G
ASBESTOS CERTIFICATION

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

☐ Is licensed ☒ Is not licensed

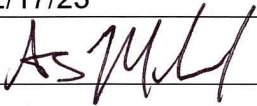
Date 2/17/23
 Signature of Bidder 
 Printed Name of Bidder AJ Michaud
 Title VP
 Business Name RA Gray Construction

SECTION II H **REGISTRATIONS**

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board under ORS 701.035 - 055.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date 2/17/23

Signature of Bidder 

Printed Name of Bidder AJ Michaud

Title VP

Contractor Name RA Gray Construction

Contractor CCB # 198759

Landscaping Subcontractor _____

Subcontractor LCB # _____

SECTION II I **BUSINESS LICENSES (OCMC 05.04)**

In accordance with Oregon City Municipal Code 05.04 (www.oregoncity.org/economicdevelopment/business-licenses), no person shall carry on any business within the city without first obtaining an applicable City **OR** Metro business license.*

Contractor Name RA Gray Construction

Oregon City Business License No. _____

Metro Business License No.* 11256

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Oregon City business license.
- ☒ Will apply for and obtain an Oregon City Business License if awarded the contract and required by the City to do so.

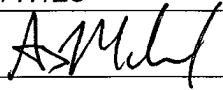
Signature of Bidder 

Title AJ Michaud - VP

*NOTE: A Metro business license is sufficient to perform work for the City if the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

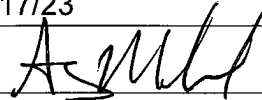
SECTION II J
CERTIFICATION OF NON-DISCRIMINATION
[ORS 279A.110(A) & OAR 137-049-0440(3)]

The undersigned certifies that it has not discriminated against minority, women, or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women, or emerging small business enterprises in awarding of subcontracts for this project.

Date 2/17/23
 Signature of Bidder 
 Printed Name of Bidder AJ Michaud
 Title VP
 Business Name RA Gray Construction

SECTION II K
CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date 2/17/23
 Signature of Bidder 
 Printed Name of Bidder AJ Michaud
 Title VP
 Business Name RA Gray Construction

STATE OF OREGON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract, and the category of work that the subcontractor will be performing.

Enter "**NONE**" if there are no subcontractors that need to be disclosed.
 (ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: Mountain View Cemetery Restroom

Project Number: 22083 **Bid Closing Date:** February 17, 2023 **Time:** 2 p.m.

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
EAGLE ELSNER	\$ 19,000.00	PAVING
GORE ELECTRIC	\$ 14,000.00	ELECTRICAL
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Failure to submit this form within two hours after the bid opening will result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidder Name): RA Gray Construction

Contact Name: AJ Michaud Phone No.: 503-692-4675

SECTION II M
BID BOND

Know all persons by these presents, that R.A. Gray Construction, LLC hereinafter called the PRINCIPAL, and Employers Mutual Casualty Company, a corporation or partnership duly organized under the laws of the State of Iowa, having its principal place of business at 717 Mulberry Street Des Moines, IA 50306, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of **Ten Percent of the Total Amount Bid** Dollars (\$ **10% TAB**) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for the **Mountain View Cemetery Restroom (PK22301)** said Bid Proposal, by reference thereto, being hereby made a part hereof.

Now, therefore, if the said Bid Proposal, submitted by the said PRINCIPAL, is accepted, the Contract awarded to the PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract and shall furnish such Performance and Payment Bond as required by the Bidding and Contract documents within the time fixed by the Documents, then this obligation shall be void.

If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages.

Signed and sealed this 14th Day of February, 2023.

R.A. Gray Construction, LLC



Principal

By: _____
Employers Mutual Casualty Company

Counter Signed

N/A

Resident Agent

Phone

503.239.4116

Address

5515 SE Milwaukie Avenue Portland, OR 97202


Attorney-in-Fact Amanda C. Webb

A certified copy of the Agent's Power of Attorney must be attached hereto.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies". each does, by these presents, make, constitute and appoint:

Amanda C. Webb

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Two Million Five Hundred Thousand Dollars\$2,500,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

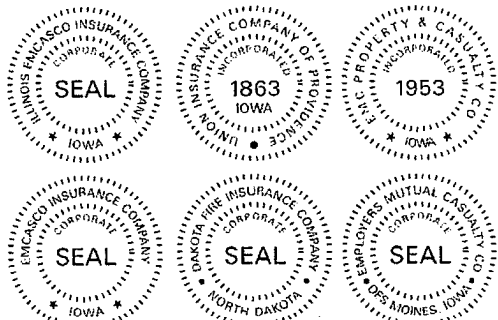
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of February, 2023.

Ryan J. Springer

Vic

SECTION II N
CUSTOMER SERVICE ACKNOWLEDGEMENT FORM

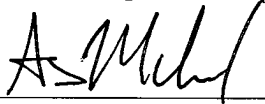
Project Name: Mountain View Cemetery Restroom (PK22301)

Bid Closing Date: February 17, 2023 / **Time:** 2:00 PM

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section 00120.40(g).

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications.

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently, and courteously carry out his/her responsibilities under the aforementioned specifications.



Signature of Bidder

AJ Michaud - VP

Title

RA Gray Construction

Name of Firm

2/17/23

Date

SECTION II O
QUALIFICATION OF BIDDER

Project: Mountain View Cemetery Restroom (PK22301)

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company (names and positions):

AJ Michaud - VP Bob Gray - President

The Contractor's superintendent at the job site will be (provide full name):

Robert Schiedler

Contractor Name: RA Gray Construction

Business Address: PO Box 1000 Sherwood, OR 97140

Phone Number: 503-692-4675 Fax Number: 503-692-9292

QUALIFYING EXPERIENCE
(3 Comparable Projects in the Past 10 Years)

Project Name	Cost	Location	Owner/Owner Contact/Phone/Fax
1. _____			
***** SEE NEXT PAGES *****			
2. _____			
3. _____			
(Additional) _____			
(Additional) _____			

Signature of Bidder: _____

REFERENCE FORM FOR RA Gray Construction
(Insert Name of Contractor)

Provide five (3) references and use a separate copy of this form for each reference.

Date(s) Work Performed: 8/1/17-5/9/18

Name(s) of Project(s): Clean Water Services TPS Upgrades
12,000 SF office building and upgrades

Value of Project(s): \$ 1,998,889 with change orders 105,318

Name of Company: Clean Water Services
Address: 16060 SW 85th Ave
Tigard, OR 97224

Contact Name: Tim Rondeau
Telephone: 503-547-8186
Email: rondeaut@cleanwaterservices.org

PROPOSER REFERENCE FORM FOR RA Gray Construction
(Insert Name of Proposer)

Proposer shall provide six (6) references and shall use a separate copy of this form for each reference.

Date(s) Work Performed: Phased 2015-2019

Name(s) of Project(s): St Alexander Church New Building
8,000 SF addition

Value of Project(s): \$ 3,983,961 with change orders 249,619

Name of Company: St Alexander Catholic Church

Address: 346 NW 1st St
Gresham, OR 97030

Contact Name: Father David Schiferl

Telephone: 503 484-7127

Email: dschiferl.sac@comcast.net

BIDDER REFERENCE FORM

REFERENCE FORM FOR RA Gray Construction
(Insert Name of Contractor)

Provide five (3) references and use a separate copy of this form for each reference.

Date(s) Work Performed: 1/15/19-1/10/20

Name(s) of Project(s): Marion County Juvenile Services Building
20,000 SF office building

Value of Project(s): \$ 6,385,237 with change orders 180,237

Name of Company: Marion County

Address: 555 Court St NE Suite 5232
Salem, OR 97301

Contact Name: Kevin Burton

Telephone: 503-584-4763

Email: KBurton@co.marion.or.us

BIDDER REFERENCE FORM

REFERENCE FORM FOR RA Gray Construction
(Insert Name of Contractor)

Provide five (3) references and use a separate copy of this form for each reference.

Date(s) Work Performed: 7/1/20-4/15/21

Name(s) of Project(s): St Henry Madonna Center
8,000 SF church building

Value of Project(s): \$ 2,145,593 with change orders 34,063

Name of Company: St Henry Catholic Church

Address: 346 NW 1st St
Gresham, OR 97030

Contact Name: David Mastroieni

Telephone: 503 998-1070

Email: ddmconsulting@msn.com

BIDDER REFERENCE FORM

REFERENCE FORM FOR RA Gray Construction
(Insert Name of Contractor)

Provide five (3) references and use a separate copy of this form for each reference.

Date(s) Work Performed: 9/2/17-6/1/18

Name(s) of Project(s): Endurance Projects Expansion
16,000 SF building expansion

Value of Project(s): \$ 1,664,180 with change orders 6,247

Name of Company: Endurance Products

Address: 13990 SW Galbreath Dr
Sherwood, OR 97140

Contact Name: Joe Brunner

Telephone: 503-639-9562 x 1001

Email: joe@endur.com



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 3/1/2023

SUBJECT:

Purchase of three (3) 2023 Dodge Durango AWD Pursuit Vehicles

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the purchase of three (3) 2023 Dodge Durango Pursuit Vehicles for patrol cars.

EXECUTIVE SUMMARY:

The police department needs to purchase three (3) 2023 Dodge Durango Pursuit AWD vehicles to replace decommissioned patrol cars.

BACKGROUND:

The Oregon City Police patrol fleet includes about 25 vehicles and are replaced as they reach end of life. This does not include detective, backline, or admin vehicles. These are patrol vehicles that are driven by on duty police officers who respond to 9-1-1 calls, canine officers, and traffic enforcement officers. Patrol usage is hard on vehicles as they spend a significant number of hours idling, along with the miles driven during the course of regular patrol duty. On average, the police department purchases/replaces three to four patrol vehicles annually.

Catastrophic engine failure as mentioned below involves a systemic issue with Dodge Chargers that require cam shaft replacements/rebuilds. The estimates for these repairs were \$6,000 to \$8,000. Our experience is that the quotes are always on the low end for these repairs. This persistent design flaw is one of the reasons the department phased out the purchase of Dodge Chargers.

The police department intends to purchase three 2023 Dodge Durango Pursuit All Wheel Drive SUVs through a State of Oregon Price Agreement with the Withnell Motor Company of Salem. The price for each vehicle is \$42,092.73. Funds for this purchase were approved and allocated during the 2021-2023 biennial budget to purchase.

The decommissioned patrol cars are:

Unit #358 – 2015 Dodge Charger: 75,000+ miles, catastrophic engine failure, out of warranty

Unit #359 – 2015 Dodge Charger: 94,000+ miles, catastrophic engine failure, out of warranty

Unit #360 – 2015 Dodge Charger: 86,000+ miles, totaled when officers were struck by DUII driver, insurance reimbursement for value of that vehicle is in progress.

All decommissioned patrol vehicles are sold at auction.

OPTIONS:

1. Approve the purchase of three 2023 Dodge Durango Pursuit AWD Vehicles
2. Deny the purchase of three 2023 Dodge Durango Pursuit AWD Vehicles

BUDGET IMPACT:

Amount: \$126,278.19

FY(s): FY22-23, FY 23-24

Funding Source(s): General Fund, Equipment Replacement Fund

State of Oregon



PRICE AGREEMENT WITH

Withnell Motor Company (dba Withnell Dodge)

FOR

**Dodge and Ram Brand Vehicles
Price Agreement # 1651**

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Configuration Preview

Item 7c.

Date Printed: 2023-02-10 2:09 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB3107
PO Number:

Sold to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Ship to:
WITHNELL DODGE (56440)
2650 COMMERCIAL SE
SALEM, OR 973024451

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XCS	4 Additional Key Fobs	115
	LNF	Black Left LED Spot Lamp	610
	ADL	Skid Plate Group	330
	CW6	Deactivate Rear Doors/Windows	85
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3107	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 47,145.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

PSP Month/Week:
Build Priority: 99

41709.⁰⁰
priv. 208.⁵⁵
CAT 175.¹⁸
\$42092.⁷³

Note: This is not an Invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 03/01/2023

From: Public Works Director, John M. Lewis, PE

SUBJECT:

Personal Services Agreement with The Garden Corner for Annual Hanging Flower Baskets and Decorative Planter Boxes (PS 23-001)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with The Garden Corner in the amount of one hundred fifteen thousand, four hundred forty-one dollars and twenty cents (\$115,441.20) for providing a two-year contract with the option to renew for up to three (3) one (1) year terms of hanging flower baskets and decorative planter boxes located throughout Oregon City, (PS 23-001).

EXECUTIVE SUMMARY:

The contracted services consist of growing, hanging, maintaining, watering, and the removal of 113 hanging flower baskets throughout Oregon City between May 1 and September 30 each year. It also includes planting, watering, and the maintenance of 23 decorative planter boxes. The decorative planter boxes are located on 7th Street and are planted in the Spring and the Fall, with subsequent maintenance of the planters throughout the year.

BACKGROUND:

There has been an Annual Hanging Flower Basket Program and maintenance of Decorative Planter Boxes for more than twenty years. The Annual Hanging Flower Basket Program and Decorative Planter Boxes help to beautify our roads for the public. The hanging flower baskets are hung between May 1 and September 30 each year, and the decorative planter boxes are planted twice annually, in the Spring and the Fall.

On January 13 and 16, 2023, the City published a Request for Proposal (RFP) in the Portland Daily Journal of Commerce for the Hanging Flower Basket Program and maintenance of Decorative Planter Boxes. This RFP was for providing planting and maintenance services and included a two-year contract with the option to renew for up to three (3) additional one (1) year terms. One proposal was received and opened on January 26, 2023, from The Garden Corner.

The proposal submitted by The Garden Corner was deemed to be responsive and responsible based on the submittal requirements included in the RFP. The Garden Corner has been providing hanging flower basket services for over 30 years and is committed to providing vibrant, beautiful baskets that can withstand street and city conditions from the beginning of the season until the end without browning during the high heat of July and August.

OPTIONS:

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

BUDGET IMPACT:

Amount:	\$115,441.20
FY(s):	2022/2023 – \$19,240.20
	2023/2024 – \$57,720.60
	2024/2025 – \$38,480.40
Funding Source(s):	General Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

PS 23-001 Hanging Flower Baskets and Decorative Planter Boxes

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **THE GARDEN CORNER** ("Contractor").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **February 28, 2025, with an option to renew for up to three (3) one (1) year terms** unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred fifteen thousand, four hundred forty-one dollars and twenty cents (\$115,441.20)**.

3. Scope of Services. Contractor'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 13895 Fir Street Oregon City, OR 97045 Attention: John M. Lewis
To Contractor:	The Garden Corner 21550 SW 108th Avenue Tualatin, OR 97062 Attention: John Karsseboom

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

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

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

CITY OF OREGON CITY

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

DATED: _____, 20____.

By: Anthony J. Konkol III
Title: City Manager

DATED: _____, 20____.

THE GARDEN CORNER

By: _____
Title: _____

DATED: _____, 20____.

Introductory Letter

The Garden Corner
21550 SW 108th Ave
Tualatin, OR 97062

Phone: 971-512-2688

Email: jonn@thegardencorner.com

-This proposal is valid for 90 days after the submission deadline.

-This proposal is for the hanging, maintenance and removal of 113 hanging baskets throughout Oregon City as well as planting 23 street planters (once for the spring/summer and then again fall/winter) with subsequent maintaining of those planters throughout the year.

-The cost for this proposal is at no charge to the city

-We have been growing, hanging, and maintaining hanging baskets for well over 30 years now. We take great pride in our hanging baskets with particularly chosen varieties of plants that have been years-tested to withstand the most grueling of street/city conditions.

We also have developed the only hanging basket with a 3 gallon water reservoir so that the baskets are both water-wise as well as better for the plants under the most severe of conditions.

What that means for the community of Oregon City is that their hanging baskets are continually blooming with color and vigor from the beginning of the season till the end without browning during the high heat of July and August.

3.3.2 Key Personnel Qualifications

We specialize in hanging baskets. Everyone on our longstanding crew has had wide experience with planting, growing, hanging, watering, fertilizing as well as any bug control needed. Because much of our work is done during the late night/ early morning hours (to reduce any traffic congestion) we also are equipped with extra water pumps, hoses, gear as well as trucks in case of an emergency.

Also, our basket routes are well rehearsed to maximize staff efficiency and deliver the best cost to our customers. We currently grow and maintain well over 2000 hanging baskets throughout the entire Portland Metro area.

3.3.3 Project Understanding, Approach and Budget

- We understand the 113 hanging baskets and 23 planters located throughout the city is extremely important to community members, business leaders and city staff alike. The beauty of the baskets reflects the vibrancy of the city and its businesses and helps to encourage tourism as well. For city staff, having a city of beautiful baskets also reflects the craftsmanship and stewardship of a well run city.
- Our approach to the baskets is an experienced maintenance program that relies heavily on daily observation and maintenance that relies on strict schedules to deliver the right amount of water, organic nutrients and earth friendly pest control.

Budget

Provide, hang, and remove hanging baskets: Price per each-110. Total: 12,430

Maintenance of hanging baskets: 33,713.55

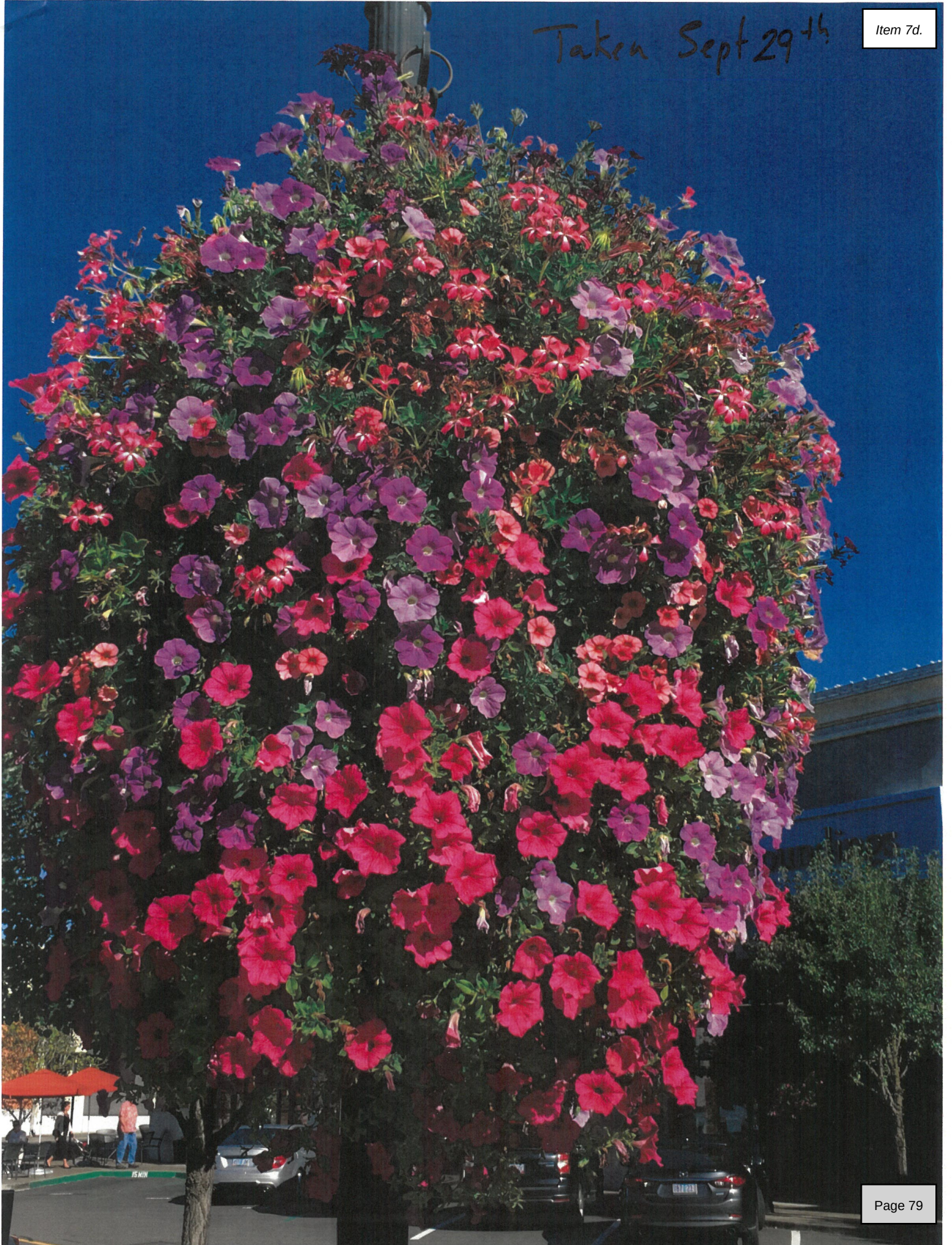
Decorative Planter Boxes Planted twice a year and maintained: 11,577.05

Proposed Annual Contract Amount: 57,720.60

Total contract Price (Proposed Annual Contract Amount x 2-years): 115,441.20

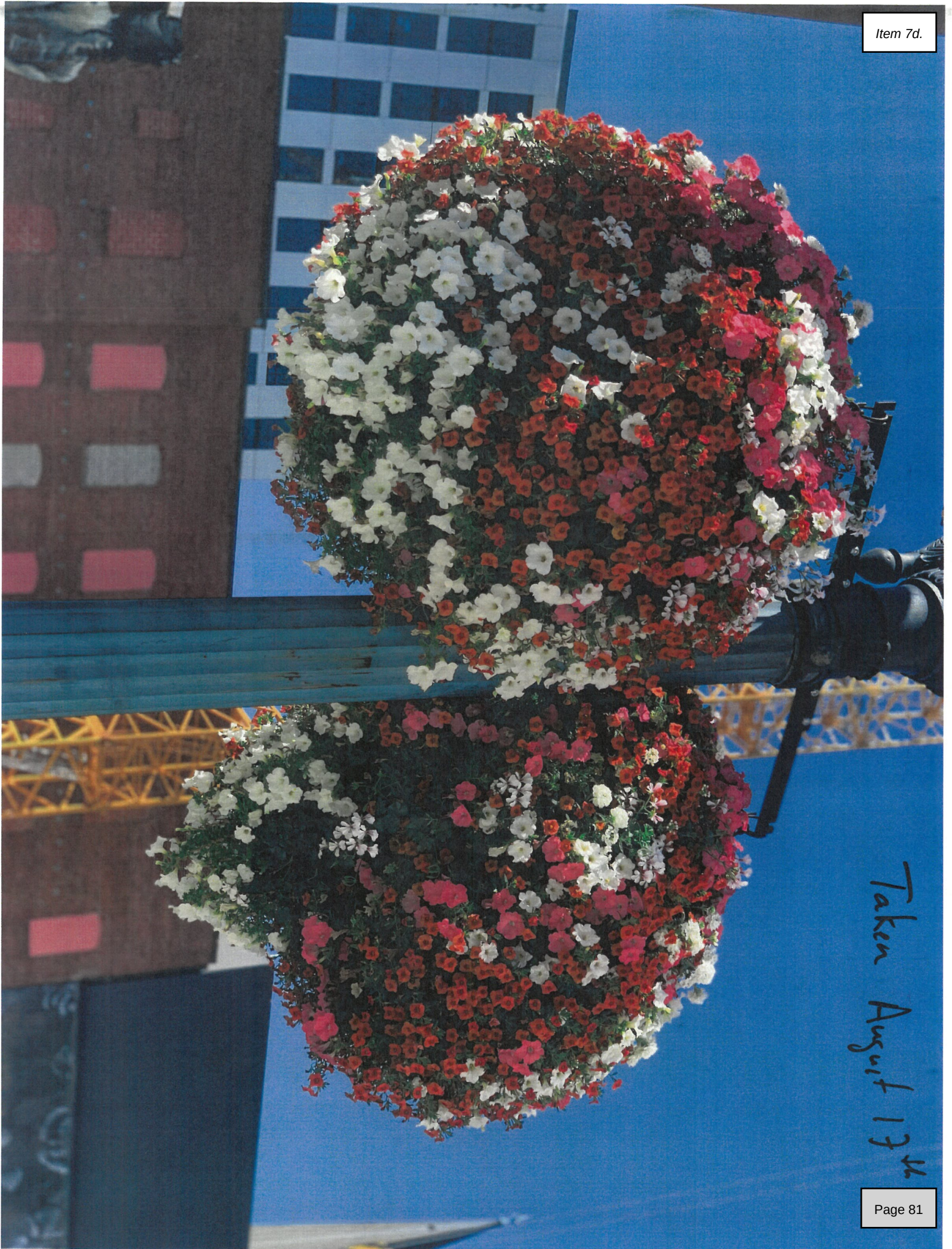
Taken Sept 29th

Item 7d.





Taken
August 17,



Taken August 19th

Taken
August 17,

Item 7d.



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

Item 7d.

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 7d.

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 7d.

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 7d.

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 7d.

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.



**OREGON
CITY**

Public Works

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7892

REQUEST FOR PROPOSALS

for

Oregon City Hanging Flower Baskets and Decorative Planter Boxes PS 23-001

**Proposals Due:
January 26, 2023
at 2:00 p.m.**

Issuance Date: January 13, 2023

LATE PROPOSALS WILL NOT BE ACCEPTED

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SECTION 1 – GENERAL INFORMATION

1.1 Advertisement

The City of Oregon City through the Public Works Department, is requesting proposals from companies that are interested in providing professional services to the City for the **Oregon City Hanging Flower Baskets and Decorative Planter Boxes (PS 23-001)**.

Proposals will be received until **2:00 p.m. local time on Thursday, January 26, 2023** at the Oregon City Engineering and Operations Complex, 13895 Fir Street, Oregon City, Oregon 97045. Late proposals will not be considered. There will be no formal proposal opening.

Solicitation documents may be obtained from the City's online plan center free of charge at <https://bids.orecity.org/>. To obtain the solicitation documents, create a new user account and register for the project. General information including the planholder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 13895 Fir Street, Oregon City, Oregon, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Thursday and 7:00 a.m. and 3:30 p.m. Friday, except legal holidays.

Addenda, clarifications, and notices will be distributed through the City's online planholder system at <https://bids.orecity.org/>. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

The City of Oregon City reserves the right to (1) reject any or all submittals not in compliance with public solicitation procedures if it is in the best interest of the public to do so; (2) postpone establishment of a final decision for a period not to exceed sixty (60) days from due date for Contractor submittal; (3) waive informalities in the proposals; and (4) to select the Contractor which appears to be in the best interest of the City.

PUBLISHED: Daily Journal of Commerce
January 13, 2023
January 16, 2023

John M. Lewis, P.E.
Public Works Director

This Request for Proposals (RFP) contains the necessary information to understand the basic scope of work and responsibility, the contractor selection process, and the required documentation in submitting a proposal. Contractors are encouraged to have a self-tour of the project vicinity. No pre-proposal meeting will be held. Contractors shall direct any the City's online planholder system at <https://bids.orcity.org/>. **The last day for questions is five (5) business days prior to the proposal due date.**

Proposers responding to this proposal request must follow the directions stated within this RFP. Proposals should be prepared simply and economically. Special bindings, promotional materials, etc., are not necessary. Emphasis should be on completeness and clarity of the content.

1.2 RFP Schedule

RFP Released	January 13, 2023
Proposal Due	January 26, 2023, 2:00 p.m.
Staff Review of Proposals	January 27 – 30, 2023
Contract Negotiations	January 31 – February 3, 2023
Contract Award at City Commission	February 15, 2023

1.3 Submitting Proposals

Written proposals in response to this RFP must include three (3) hard copies and one (1) electronic pdf copy provided on a thumb drive. Proposals are due no later than **2:00 p.m. local time on Thursday, January 26, 2023**, and shall be delivered to **13895 Fir Street, Oregon City, OR 97045**. The proposal must be submitted in a sealed envelope, clearly marked as follows:

SEALED PROPOSAL – Due at 2:00 p.m. on Thursday, January 26, 2023
OREGON CITY HANGING FLOWER BASKETS AND DECORATIVE PLANTER
BOXES, PS 23-001
Attention: Jayson Thornberg

The outside envelope/box must also include the name and address of the bidding firm.

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

Fax submissions or email copies will not be accepted. Proposals must be received by the date and time noted above. Submittals that are late, incomplete, or misdirected will be considered non-responsive, with no exceptions. The City of Oregon City relies on the City's computer system's clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal.

1.4 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Contractor, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE - CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public records request for such information shall be at the proposer's expense.

SECTION 2 – SCOPE OF WORK

2.1 General Project Overview and Purpose

The City does an Annual Hanging Basket and Decorative Planter Boxes Program that helps beautify our roads for the public. The Annual Hanging Baskets are hung between May 1 and September 30. It includes hanging 113 baskets, watering, maintenance, and removal at the end of the season. The Decorative Planter Boxes Program includes planting and maintaining 23 decorative planter boxes throughout the year.

The contract will be issued for a two-year (2) term with the option to renew for up to three (3) additional one (1) year terms.

Flower Basket Care

The City's street light poles are equipped with an arm to receive flower baskets. It is the responsibility of the Contractor to provide baskets that connect to the street pole and healthy baskets that are hung, maintained, removed, and replaced as needed, at the cost of the Contractor. If a planter requires replacement, there is a 3-day turnaround allowed upon notification.

There are some City street light poles with automatic watering set up, however it is the Contractor's responsibility to maintain healthy planters, which may require additional watering, etc.

Decorative Planter Box Care

The City has 23 existing planter boxes that should be planted twice annually. Once in the Spring for Summer flowers, and again in the Fall for Winter flowers. They should be maintained as needed (water, fertilizer, etc.) throughout the year to maintain an aesthetically pleasing appearance.

2.2 Resources

Maps that mark the placement of the 113 hanging flower baskets and 23 decorative planter boxes are located here: [Oregon City Hanging Flower Baskets and Decorative Planter Boxes - Location Maps](#)

MAP	TITLE	STREET LOCATION	NUMBER OF FLOWER BASKETS	NUMBER OF PLANTER BOXES
Map 1	Main St	5th St to 8th St	5	0
Map 2	Main St	9th St to 13th St	15	0
Map 3	Washington St	9th St to 13th St	3	0
Map 4	Washington St	14th St to 17th St	6	0
Map 5	Washington St	Amtrak Station	4	0
Map 6	7th St	Singer Hill Rd to John Adams St	19	6
Map 7	7th St	John Adams St to JQ Adams St	4	16
Map 8	7th St	Jackson St to Harrison St	6	1

Map 9	Molalla Ave	Pleasant Ave	0	0
Map 10	Molalla Ave	Warner Milne Rd to Beavercreek Rd	6	0
Map 11	Molalla Ave	Beavercreek Rd to Gaffney Ln	6	0
Map 12	Molalla Ave	Gaffney Ln to Char Diaz Dr	12	0
Map 13	Molalla Ave	Char Diaz Dr to Hwy 213	13	0
Map 14	Beavercreek Rd	Warner Milne Rd to Kaen Rd	3	0
Map 15	Beavercreek Rd	Bi-Mart driveway to Fred Meyer driveway	7	0
Map 16	Beavercreek Rd	Fir Street	4	0
TOTAL COUNT			113	23

2.3 Scope of Work

Contractor shall provide adequate personnel and resources to accomplish the objectives of this Project.

Kick-off Meeting

The City staff shall organize a kickoff meeting with the contractor, to achieve the following:

- Define goals, objectives and expectations
- Review project scope and schedule

2.4 City's Responsibility

The City will perform the following tasks:

1. Provide a Project Manager responsible for the overall coordination between the Contractor and the City.
2. Provide legal review of all contract documents.
3. Make available City policies, regulations, guidelines, and records such as geographically-referenced GIS maps, as available.

SECTION 3 – PROPOSAL FORMAT, EVALUATION, AND SELECTION

3.1 Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.4, Public Records.

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.2 Evaluation Criteria

All proposals shall include the information identified in the following table and be presented in the order as indicated. The total number of pages for the proposal shall not exceed 5 pages, plus the project schedule. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE	MAXIMUM PAGES
1. Introductory Letter	10	1
2. Key Personnel Qualifications	35	1
3. Project Understanding, Approach and Budget	55	3
Total Points	100	5

A front cover and proposer qualification checklist are not counted in the page limit requirements. Each page shall be 8-1/2" x 11", unless otherwise noted. When using double-sided printing on 8-1/2" x 11" pages, each side of the page is counted as one page. The Project Schedule shall not be included in the not to exceed 5 pages and should be one piece of paper 11" X 17", double sided if needed.

3.3 Content of Proposal

All proposals shall include information identified below and be presented in the order as indicated. An explanation of each item appears immediately in the following sub-sections.

3.3.1 Introductory Letter

[Maximum 1 Page – 10 points]

The introductory letter shall include, but need not be limited to, the following information:

- Provide the following information for the Project Manager: name of the firm, signature, printed name, title, email, address and telephone number. A web address is requested if applicable.
- Provide a statement that the proposal is valid for ninety (90) days after the submission deadline.
- Brief statement of the proposer's understanding of the project and services to be performed.
- Brief statement that the cost to complete the RFP is at the proposer's expense.
- Brief statement on the proposer's opinion of the proposed schedule for the project.
- Positive commitment to perform the requested services within the time period specified, including completing the project within the timeline in this RFP.

3.3.2 Key Personnel Qualifications

[Maximum 1 Page – 35 points]

Provide a statement that portrays how the qualifications and experience of the Contractor's key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the Project. The response should address the following:

- The Proposer should include specific examples of relevant work completed in the last five years, which best demonstrates the Proposer's experience and qualifications to accomplish the project in a professional, timely, and cost-effective manner. Also, please include a written description of the kind of work performed on sites owned by the City or other Municipalities that have been maintained by the Contractor within the past two years.

3.3.3 Project Understanding, Approach and Budget

[Maximum 3 Page – 45 points]

- Project Understanding: Contractor shall include a summary of their understanding of the Project.
- Project Approach: Contractor shall provide responses to the following items to show their project approach:
 - Describe the approach and methodology of managing work tasks

and coordination, sequence to accomplish the work in a timely manner.

- Indicate how the Contractor ensures internal project progress, quality control, and adherence to the schedule and budget.
 - A description of how the Proposer will meet Project objectives within the schedule.
 - A description of how the Proposer's Project Team members will interact effectively with each other, and with all other Project participants including the Project Manager.
- Project Budget: Provide a cost per line item below.

LINE ITEM	QUANTITY	PRICE PER EACH	TOTAL PRICE
1. Provide, hang, and remove hanging baskets (10 gallon minimum planters)	113		
2. Maintenance of hanging baskets (water, fertilizer, etc.)	113		
3. Decorative Planter Boxes: Planted twice a year (Spring and Fall) and maintained	23		

Proposed Annual Contract Amount: \$ _____

Total Contract Price: \$ _____
(Proposed Annual Contract Amount x 2-years)

3.4 Selection of Contractor

3.4.1 Selection Committee

The City's Selection Committee, anticipated to include the Project Manager and Street Operations Supervisor, will review and recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. At this time, it is not anticipated that Contractor interviews will occur prior to final selection of a Contractor. In the event that a decision cannot be made based on the information submitted, the City may opt to conduct Contractor interviews.

3.4.2 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.

- d. Reject all proposals and readvertise at the City's sole discretion.

3.4.3 Execution of Contract

- The total cost for the Contractor services contract will require approval by City Commission. It is anticipated that the Contractor contract award will occur at the February 15, 2023, City Commission meeting. In order for this to occur, the scope of work and fee will need to be finalized by January 31, 2023. In the event the scope of work is not ready by that time, the Contractor contract award would occur at the March 1, 2023 meeting. The contract should be signed by the Contractor within one (1) week of City Commission award of the contract.
- Contract Term: The City intends to award a contract for the Oregon City Hanging Flower Basket Maintenance and Decorative Planter Boxes. This determination will be made after all proposals are received and the operational capability of the bidder is determined. The contract will be issued for a two-year (2) term with the option to renew for up to three (3) additional one (1) year terms.
- Contract Renewal: Should the City choose to renew the Agreement, all prices at the time of the renewal may be adjusted on the anniversary date of the Agreement, based on the CPI-U Pacific Division for the immediate twelve (12) month period preceding the renewal of the Agreement. The Agreement shall automatically be renewed for up to three (3) additional one (1) year terms unless the City provides the Contractor written notice that it does not intend to renew the contract thirty (30) calendar days prior to the ending of the term then in effect.

3.4.4 Protest of Proposer Selection

The City will post a Notice of Intent to Award on the City Bid Management System page at <https://bids.oregoncity.org>. The City will notify all proposers via email with a copy of the Notice of Intent to Award. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City no later than seven (7) calendar days after the date the Intent to Award is issued. The City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 2:00 p.m. on the seventh (7th) calendar day after the date of issuance of the Intent to Award Letter.

Address protests to:

PROTEST OF AWARD OF RFP FOR OREGON CITY HANGING BASKETS
AND DECORATIVE BOXES, PS 23-001
Attention: Jayson Thornberg
City of Oregon City
13895 Fir Street

Oregon City, OR 97045

Protests not filed within the time specified above, or which fail to meet the requirements of OAR 137-048-0240(2), shall be rejected.

Attachments:

- A. Exhibit A: Sample Personal Services Agreement
- B. Exhibit B: Standard General Conditions
- C. Exhibit C: Statement Certifying Insurance Coverage



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Attorney Bill Kabeiseman

Agenda Date: 03/01/2023

SUBJECT:

Opioid Settlement Agreement with Multiple Opioid Distributors

STAFF RECOMMENDATION:

Staff recommends approval of the proposed Opioid Settlement Agreement package with five additional opioid distributors.

EXECUTIVE SUMMARY:

Multiple jurisdictions throughout the country, including several in Oregon, have sued a variety of opioid manufacturers and distributors for the harms caused by the use of opioids. In late 2021, the jurisdictions reached a settlement with several of the manufacturers and distributors that required most or all jurisdictions in Oregon to participate and the Commission authorized the City to enter into that settlement at its December 28, 2021, meeting. This new settlement agreement would add five additional parties to the agreement, increasing funds available to the City.

The additional funds from the new settling parties would be added to the funds the City is already receiving and could be used only for "opioid remediation," which could include a variety of prevention and treatment strategies for opioid addiction. Entering into the settlement agreement would settle and waive all claims against the settling manufacturers and distributors for the impacts of their activities with regard to opioids.

To date, the City has received approximately \$60,000 from the opioid settlement. Those funds have been used to provide testing for police staff, peer support, and crisis intervention training. It is anticipated that the additional and future funding would be used for similar activities and other opioid remediation activities.

OPTIONS:

1. Authorize the City Attorney to sign the agreements to participate in the new settlement; or
2. Not authorize the City Attorney to sign and provide staff direction on how to proceed.

BUDGET IMPACT:

Amount: Approximately \$500,000

FY(s): Spread over approximately 7 years

Funding Source(s): Opioid settlement distribution

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Oregon City city, OR
Reference Number: CL-390501

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Oregon is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- State of Oregon Subdivision Agreement (same as previous settlements.)

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Adria Decker at the Oregon Attorney General's Office at adria.d.decker@doj.state.or.us.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

State of Oregon Subdivision Agreement Regarding Distribution and Use of Settlement Funds

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) **OR Participating Subdivision** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) **Opioid Defendant** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) **State of Oregon or State** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) **Oregon** means the geographic territory of Oregon and the State and its local governments the

- e) **Approved Abatement Uses** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) **Litigating Local Governments** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
 - 1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
 - (i) Administration of the PTR Fund and PTR Board;
 - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iii) Funding statewide and regional Approved Abatement Uses.
 - 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 - 3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

d) Provision for State Back-Stop Agreement

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agents or officers, including without limitation the Oregon Department of Justice.

General.

e) Additional Costs

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

6. Audits

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Exhibit A
OR PARTICIPATING SUBDIVISIONS
AND LOCAL ALLOCATIONS

Participating Subdivision	Percentages
Albany City	1.1574421234%
Ashland City	0.5725593238%
Astoria City	0.1859283065%
Baker County	0.4771636205%
Beaverton City	0.9709676029%
Bend City	0.9443519043%
Benton County	1.0219885306%
Canby City	0.1716812437%
Central Point City	0.1718730043%
Clackamas County	7.7713142577%
Clatsop County	1.1423692099%
Columbia County	1.0096699413%
Coos Bay City	0.2538945929%
Coos County	1.5633002470%
Cornelius City	0.0949750265%
Corvallis City	0.6633711425%
Cottage Grove City	0.0910229575%
Crook County	0.3513229911%
Curry County	0.7612961295%
Dallas City	0.1606964683%
Deschutes County	2.2569753600%
Douglas County	2.5689481047%
Eugene City	2.7611039932%
Forest Grove City	0.2522169415%
Gladstone City	0.1181360032%
Grants Pass City	0.8232581895%
Gresham City	0.9831942718%
Happy Valley City	0.0103506009%
Hermiston City	0.1316304314%
Hillsboro City	1.5083519364%
Hood River County	0.3553687498%
Independence City	0.0808970601%
Jackson County	4.0769510640%
Jefferson County	0.3674692915%
Josephine County	1.6536523798%

Exhibit A

Keizer City	0.1916558451%
Klamath County	1.2169628601%
Klamath Falls City	0.3209275214%
La Grande City	0.2715648669%
Lake Oswego City	0.6934160342%
Lane County	6.3326808234%
Lebanon City	0.3269345282%
Lincoln County	1.5190343268%
Linn County	1.8185376689%
Malheur County	0.5014027023%
Marion County	4.1636475308%
McMinnville City	0.4803592635%
Medford City	1.5540758598%
Milwaukie City	0.2113647118%
Monmouth City	0.0706960930%
Morrow County	0.1351544937%
Multnomah County	13.9643815662%
Newberg City	0.4093257361%
Newport City	0.1908392623%
Ontario City	0.1869780182%
Oregon City	0.2765040475%
Pendleton City	0.3521049458%
Polk County	0.7074299681%
Portland City	8.2736702858%
Prineville City	0.0924861843%
Redmond City	0.1550311086%
Roseburg City	0.6370799877%
Salem City	3.0438221421%
Sandy City	0.0775015682%
Sherwood City	0.1404204928%
Silverton City	0.0775630731%
Springfield City	1.1667234659%
St. Helens City	0.1964453077%
The Dalles City	0.1723418738%
Tigard City	0.5049875956%
Tillamook County	0.9001228870%
Troutdale City	0.0899929610%
Tualatin City	0.1551565618%
Umatilla County	0.9738633884%

Exhibit A

Item 7e.

Union County	0.4153841374%
Wasco County	0.4116278731%
Washington County	7.2167622210%
West Linn City	0.1600504983%
Wilsonville City	0.1383351396%
Woodburn City	0.2069349266%
Yamhill County	1.4120246444%

EXHIBIT B**OREGON BACK-STOP AGREEMENT**

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon Back-Stop Agreement (Back-Stop Agreement). Terms used herein have the meaning set forth in the Distributor and Janssen Agreements or the OR Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Back-Stop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibits R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor and Janssen Agreements.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Funds and Cost Funds created under the Distributor and Janssen Agreements before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Back-Stop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

[COUNSEL] certify that it is requesting [\$ _____] ("Requested Amount") from the OR Back-Stop Fund, which amount is to be paid in equal payments over the first seven Payment Dates set forth in the Distributor and Janssen Agreements. Counsel certify that the Requested Amount does not exceed an amount equal to:

[[OR SETTLEMENT FUNDS]*.5*[DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT]*.12] minus [AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT]

Notwithstanding the provisions of this Backstop Agreement, [SUBDIVISION] may pay to [COUNSEL] additional fees consistent with the provision of Section 4(e)(i) and (ii) of the OR Allocation Agreement.

The Oregon Department of Justice is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibits R of the Distributor and Janssen Agreements requires such agreements to be between "a Settling State" and private counsel for a Participating Subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Back-Stop Agreement, and this Back-Stop Agreement does not require the payment of any funds of the State of Oregon, including OR State Funds (as defined in the OR Allocation Agreement) to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[OREGON DOJ SIGNATURE BLOCK]

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Oregon City city	State: OR
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Oregon City city	State: OR
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Oregon City city	State: OR
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Oregon City city	State: OR
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Oregon City city	State: OR
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 02, 2022 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:03 PM.

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

STAFFERS: 12 - City Manager Tony Konkol, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Executive Assistant to the City Manager Lisa Oreskovich, Police Captain Shaun Davis, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie, Senior Planner Christina Robertson-Gardiner

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oath of Office Ceremony for Michael Mitchell

Amy Lindgren, Municipal Court Judge, administered the oath of office to Mike Mitchell for City Commissioner.

3b. Proclamation for Fallen Police Officer Robert Libke and Officer George J. Hanlon

Mayor McGriff read the proclamation recognizing fallen Police Officer Robert Libke and Officer George J. Hanlon.

4. CITIZEN COMMENTS

Dan Berge, resident of Oregon City, discussed the eligibility of the mayor due to the number of terms she had served as Commissioner. He did not think she should be allowed to run for a third term.

Bill Kabeiseman, City Attorney, explained the mayor had finished a term for the former mayor which was a few months and not four years. He thought she remained eligible for a four-year term.

The City Commission agreed.

William Gifford, resident of Oregon City, commended Public Works staff for fixing a sign on Molalla Avenue.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. Resolution No. 22-34, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 and Declaring an Emergency
- 7b. Public Improvement Contract with Moore Excavation, Inc. for the 2022 Water and Sanitary Utility Replacements Project (CI 21-014)
- 7c. Minutes for the May 26, 2022 Joint Work Session with the City of West Linn
- 7d. Minutes of the October 21, 2022 City Commission Special Meeting

8. PUBLIC HEARINGS

- 8a. First Reading of Ordinance No. 22-1008, Proposed Annexation of 19024 Rose Road to the City of Oregon City (GLUA-22-00013; AN-22-0001)

Mayor McGriff opened the public hearing.

Christina Robertson-Gardiner, Senior Planner, presented the staff report. This was a request for an emergency annexation for a sewer connection. The Planning Commission recommended approval of the application in October. She summarized the annexation request, annexation process, future zoning, and overlay zones. Staff recommended approval with conditions.

There was discussion regarding why the approval had taken so long to get to the City Commission, how this felt like a loophole to annexation without going through the annexation process, and whether to approve the application or provide extra-territorial service only.

Commissioner Mitchell recused himself as he had heard and voted on this application as a Planning Commissioner.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 22-1008, proposed annexation of 19024 Rose Road to the City of Oregon City (GLUA-22-00013; AN-22-0001). The motion carried by the following vote:

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

Voting Abstain: Commissioner Mitchell

9. GENERAL BUSINESS**9a. Proposed Oregon City Micro Business Assistance Grant Program**

James Graham, Economic Development Manager, and Ann Griffin, Economic Development Coordinator, discussed Business Oregon's grant application requirements, grant application expenditure categories, application timeline, and other City financial programs for small businesses.

There was discussion regarding the number of business licenses in the City, business requirements, amount of the grant, selection process, working with other non-profits, advertising the grant program, and need for answers to questions previously asked about the Economic Development Plan.

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to approve the Micro Business Assistance Grant Program request. The motion carried by the following vote:

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

9b. Historic Review Board and Planning Commission Appointment Process Discussion

Tony Konkol, City Manager, said with the passage of Ballot Measure 3-580, the City Commission would appoint members of the Historic Review Board and Planning Commission. He gave options for the process.

There was discussion regarding the options.

Motion made by Commissioner Smith, seconded by Commissioner Marl, that Planning Commission and Historic Review Board interviews be done by the City Commission. The motion carried by the following vote:

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

Voting Nay: Commissioner Mitchell and Mayor McGriff

10. COMMUNICATIONS**11. City Manager**

John Lewis, Public Works Director, gave an update on the Holcomb Road striping. Some areas would be removed and restriped. He discussed the difficulties with getting sidewalks on Holcomb and funding options.

Aquilla Hurd-Ravich, Community Development Director, gave an update on the downtown parking study.

12. Commissioners

Commissioner Smith suggested a Work Session to review the Commission Goals.

13. Mayor

Mayor McGriff said the Metro Policy Advisory Committee would be discussing the Tigard Urban Growth Boundary exchange. She would be reviewing the Regional Transportation Plan for possible concerns. Several mayors had requested funding from the state to help with homeless issues, including her. She

asked Commissioner Mitchell to serve on the South Fork Water Board and C4 subcommittee. She thanked the Downtown Oregon City Association for handing out candy on Halloween.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:38 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - 2ND REVISED DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 16, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:12 PM.

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

STAFFERS: 9 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Police Chief James Band, Finance Director Matt Zook, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Proclamation for Small Business Saturday 2022

Liz Hannum, Downtown Oregon City Association, discussed Oregon Main Street awards received by Oregon City.

Sydney Bray, LiveEdge Eco Salon, discussed winning Best Small Business of the Year.

Mayor McGriff read the proclamation declaring November 26, 2022 as Small Business Saturday.

3b. Native American Heritage Month Proclamation

Mayor McGriff read the proclamation declaring November 2022 as Native American Heritage Month.

4. CITIZEN COMMENTS

Paul Edgar, resident of Oregon City, gave information he received as a member of the Clackamas County Community Action Board regarding sustainability.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

Item 7b was pulled from the Consent Agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to approve the consent agenda except 7b. The motion carried by the following vote:

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

- 7a. Resolution 22-35, Approval of Historic Review Board and Planning Commission Appointment Process
- 7b. Parking Kiosk Replacement Project Contract with Northwest Parking Equipment Company

Jim Band, Police Chief, explained why the parking kiosks were being replaced and why some were being added to the north end.

There was discussion regarding the locations of the kiosks, number of kiosks being purchased, parking study, and information still needed.

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to table this item to the next meeting. The motion carried by the following vote:

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

- 7c. Department of Justice Community Oriented Policing Office Law Enforcement Agency De-Escalation Grant Award
- 7d. Amendment No. 2 to the Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010)
- 7e. Public Improvement Contract with ICON Construction and Development for the Main Street Waterline Improvements 10th – 15th (CI 21-007)
- 7f. Minutes of the May 10, 2022 Joint Work Session with PRAC
- 7g. Minutes of the October 11, 2022 Work Session
- 7h. Minutes of the October 25, 2022 Special Meeting

8. PUBLIC HEARINGS

- 8a. Second Reading of Ordinance No. 22-1008, Proposed Annexation of 19024 Rose Road to the City of Oregon City (GLUA-22-00013; AN-22-0001)

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to approve the second reading and final adoption of Ordinance No. 22-1008, proposed annexation of 19024 Rose Road to the City of Oregon City (GLUA-22-00013; AN-22-0001). The motion carried by the following vote:

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

Voting Abstain: Commissioner Mitchell

There was discussion regarding emergency annexations and extra territorial connections.

9. GENERAL BUSINESS**9a. Oregon City Parks Master Plan Update**

Kendall Reid, Parks and Recreation Director, introduced the topic.

Jason Elissalde and Neelay Bhatt, PROS Consulting, Inc., discussed the steps in the planning process, demographics and trends, community engagement, feedback app, statistically valid survey and online survey, survey results, priority investment rating, and next steps.

There was discussion regarding use of the app, survey response for sports and outdoor activities, Parks and Recreation Advisory Committee input, staff visioning, organizational culture survey, geographic representation captured in the survey, MyOC app, assessment of paved paths and playground equipment, and populations.

9b. Resolution No. 22-36, Adopting the Oregon City Sidewalk Replacement Assistance Program

John Lewis, Public Works Director, gave a background on the grant program, successes of the pilot program, code enforcement, going forward, requirements, adjustments, eligibility, and advertising.

There was discussion regarding preserving the tree canopy and integrating with the tree planting program.

Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to approve the Resolution No. 22-36, adopting the Oregon City Sidewalk Replacement Assistance Program. The motion passed by the following vote:

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

Voting Nay: Commissioner Smith

9c. SportCraft Marina License Agreement

Motion made by Commissioner O'Donnell, seconded by Mayor McGriff, to table this item to the next meeting. The motion passed by the following vote:

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

Voting Nay: Commissioner Smith

10. COMMUNICATIONS**11. City Manager**

Tony Konkol, City Manager, said the Court of Appeals had rendered a decision in Williams vs. Oregon City. They affirmed the Circuit Court decision, making Section 59E of the City Charter unenforceable.

12. Commissioners

Commissioner Marl noted issues with the sound system.

13. Mayor

Mayor McGriff reported on the Metro Policy Advisory Committee (MPAC) meeting, West Linn Commission meeting, and Metropolitan Mayors meeting.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:22 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

Item 8a.

To: City Commission **Agenda Date:** 03/01/2023
From: Christina Robertson-Gardiner, Senior Planner

SUBJECT:

First Reading of Ordinance No. 23-1001, Code Amendments to Previously Adopted Middle Housing Code, Package #2 (GLUA 22-0002/LEG-22-0001 - HB 2001 Housing Choice Code Update - Technical Revisions)

STAFF RECOMMENDATION:

Approve the first reading of Ordinance No. 23-1001 and continue the file to the March 15, 2023 City Commission Hearing

EXECUTIVE SUMMARY:

On June 1, 2022, the City Commission voted 4-0 to approve the second reading of ORDINANCE NO. 22-1001 for the HB 2001 Housing Choices Update and remand the LEG 22-0001 to the October 24, 2022 Planning Commission Meeting to review the second package of outstanding policy questions and address any needed technical revisions.

Planning Commission Recommendation: *Accelerated Schedule For Technical Revisions*

Staff initially recommended, and the Planning Commission concurred that the following topics and revisions be forwarded to the City Commission for review at the next available City Commission Meeting. These revisions provide clarity to existing policies or are needed to process currently submitted building permit applications. The Planning Commission provided direction to Staff at the December 12, 2022 Hearing, with a formal vote at the January 9, 2023 Hearing, which provided the required 35 days' notice to the Department of Land Conservation and Development. At the January 9, 2023, Hearing, the Planning Commission voted 6-0 to forward this small package to the City Commission and continue the hearing to review the remainder of the policy topics.

Middle Housing Driveway Specifications

Coordinate with Public Works- Development Services to revise driveway widths to better align across code sections and meet policy goals. Please refer to the staff memo and Exhibit 1 December 5, 2022 Memo by Josh Wheeler, Assistant City Engineer.

Townhome Restriction in Middle Housing Land Division

Reduce the number of townhome units allowed through the Middle Housing Land Division process (four). Require review through the Subdivision or Expedited Land Division process for townhome proposals with more than four units.

Dimensional Standards Revisions for Mixed-Use Downtown and Mixed-Use Corridor Districts

Allowing an exemption of the maximum front yard setbacks and minimum density standards for standalone residential development of four units or less in the Mixed-Use Corridor and Mixed-Use Downtown Zoning Districts and creating a Type II Modification process for projects that need an adjustment to the middle housing design standards. Staff presented additional revisions at the February 1, 2023 City Commission meeting that directed middle housing and single family/duplex design standards to an existing administrative Variance process in OCMC 71.60 and removed the modification process.

Additional City Commission Direction.

At the February 1, 2023 City Commission meeting, staff presented an overview of the proposal and answered questions from the Commission. The Commission voted 5-0 to support the proposal with two additional revisions to OCMC 17.16 Middle Housing Design Standards 1. Correction of attached garage width from 20 feet to 10 feet, and 2. Larger open space width for larger cluster unit configuration (7+). These revisions have been added to Exhibit A of ORD 23-001.

OPTIONS

1. Approve the first reading of Ordinance 23-1001 GLUA 22-0002/LEG-22-0001- HB 2001 Housing Choice Code Update- Technical Revisions and continue the file to the March 15, 2023 City Commission Hearing.
2. Provide staff additional direction and continue the file to the March 15, 2023 City Commission Hearing

ORDINANCE NO. 23-1001

AN ORDINANCE ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE; TITLE 16: LAND DIVISIONS, AND TITLE 17: ZONING OF THE OREGON CITY MUNICIPAL CODE

WHEREAS, The Housing Choices Code Update proposes amendments to Title 16 (Land Divisions) and Title 17 (Zoning) of the Oregon City Municipal Code in order to permit a greater range of middle housing types, including duplexes, triplexes, quadplexes, townhouses and cottage clusters in residential zones where single-family detached residential units are permitted; and

WHEREAS, Legislative File: GLUA 22-0002/LEG-22-0001 was remanded back to the Planning Commission for review at the October 24, 2022 Planning Commission Hearing to further discuss additional policy questions not required for inclusion in the June 30th package #1 along with any needed technical revisions; and

WHEREAS, at the January 9, 2023, Hearing, the Planning Commission voted 7-0 to forward a small package of technical revisions to the City Commission and continue the Legislative file to review the remainder of the policy topics.

WHEREAS, the revisions either further reduce the barriers to building middle housing, codify existing driveway spacing policies, or provide clarity to the existing HB 2001 code approach that separates and clearly defines the approval process for small infill middle housing and larger development proposals; and

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

Section 1. The City hereby amends the portions of the existing Oregon City Municipal Code Title 16: Land Divisions, And Title 17: Zoning Of The Oregon City Municipal Code; which are attached hereto as Exhibit 'A'.

Section 2. The Commission adopts the "Staff Report and Recommendation for Legislative File: GLUA 22-0002/LEG-22-0001 and the February 3, 2023 staff memorandum.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

Section 4. Effectiveness. This Ordinance shall take effect on March 31, 2023.

Read for the first time at a regular meeting of the City Commission held on the 1st day of March 2023, and the City Commission finally enacted the foregoing Ordinance on the 15th day of March 2023.

Mayor Denyse C. McGriff

Attested to this _____ day of _____ 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Amended Sections of the Oregon City Municipal Code

Oregon City Municipal Code
GLUA 22-0002/LEG 22-00001

Housing Choices Update
February 15, 2023 City Commission
Hearing

Code Amendments Package #2
Technical Revisions
Clean Copy

Ordinance No.23-0001

OCMC 16.12- Minimum Public Improvements and Design Standards for Development
OCMC 16.24- Middle Housing Land Division
OCMC 17.14 - Single-Family Detached and Duplex Residential Design Standards
OCMC 17.16 - Middle Housing Design Standards
OCMC 17.29- MUC Mixed-Use Corridor District
OCMC 17.34 - MUD Mixed-Use Downtown District
OCMC 17.60- Variances



3Chapter 16.12 MINIMUM PUBLIC IMPROVEMENTS AND DESIGN STANDARDS FOR DEVELOPMENT¹

16.12.008 Definitions.

Whenever the words or terms and their derivatives are used in this chapter, they shall have the meaning herein ascribed to them as described in OCMC 17.04, unless the context dictates application of a different meaning.

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

16.12.010 Purpose and general provisions.

The purpose of this chapter is to identify the standards for development in and adjacent to spaces which benefit the public including right-of-way, access to the right-of-way, public off-street pedestrian and bicycle accessways, and easements. All development shall be in conformance with the policies and design standards established by this chapter and with applicable standards in the city's public facility master plans and city design standards and specifications. In reviewing applications for development, the city engineer shall take into consideration any approved development and the remaining development potential of adjacent properties. All street, water, sanitary sewer, storm drainage and utility plans associated with any development shall be reviewed and approved by the city engineer prior to construction. All streets, driveways or storm drainage connections to another jurisdiction's facility or right-of-way shall be reviewed by the appropriate jurisdiction as a condition of the preliminary plat and when required by law or intergovernmental agreement shall be approved by the appropriate jurisdiction.

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

16.12.011 Applicability.

- A. Compliance with this chapter is required for all development including land divisions, site plan and design review, master plan, detailed development plan and conditional use applications and all public improvements that are required in conjunction with a land use decision.
- B. Compliance with this chapter is also required for new construction or additions which exceed fifty percent of the existing square footage of all single-family detached residential and middle housing units' living space. Garages, carports, sheds, and porches may not be included in the calculation if these spaces are not living spaces. Accessory dwelling units are not subject to compliance with this chapter. All single-family detached residential and middle housing units shall provide any necessary dedications, easements or agreements as identified in the transportation system plan and this chapter, subject to constitutional limitations. In addition, the street frontage shall be improved to include the following priorities for improvements:
 - 1. Improve street pavement, construct curbs, gutters, sidewalks and planter strips; and
 - 2. Plant street trees.

The cost of compliance with the standards identified in subsections 16.12.011.B.1 and 16.12.011.B.2 is calculated based on the square footage valuation from the state of Oregon Building Codes Division and limited to

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 16.12 in its entirety to read as herein set out. Former Chapter 16.12, §§ 16.12.010—16.12.110, pertained to minimum improvements and design standards for land divisions, and derived from Ord. No. 08-1014, adopted July 1, 2009.

ten percent of the total construction costs. The value of the alterations and improvements is based on the total construction costs for a complete project rather than costs of various project component parts subject to individual building permits. The entire proposed construction project cost includes engineering and consulting fees and construction costs. It does not include permit fees, recording fees, or any work associated with drafting or recording dedications or easements.

- C. Exemptions. The following are exempt from review by this chapter unless public improvements, driveways, PUEs, or other items regulated by this chapter are proposed:
1. Minor site plan and design review applications.
 2. Work within the right-of-way.
 3. Lot line adjustments and abandonments.
 4. Public capital improvement projects.

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

16.12.012 Jurisdiction and management of the public rights-of-way.

The city has jurisdiction and exercises regulatory management over all public rights-of-way as defined and outlined within Chapter 12.04 of the Oregon City Municipal Code.

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

16.12.013 Modifications.

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

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

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

16.12.014 Administrative provisions.

An applicant shall submit the following items to the city and complete the following tasks prior to proceeding with construction of proposed development plans. These items include the following:

- A. Pre-design meeting;
- B. Final engineering plans, stamped and signed by an Oregon licensed professional engineer;
- C. Stormwater report, stamped and signed by an Oregon licensed professional engineer;
- D. Geotechnical report, stamped and signed by an Oregon licensed professional engineer (if applicable);
- E. Engineer's preliminary and final cost estimates (also may be known as engineer's opinion of probable construction cost);
- F. Plan check and inspection fees (as set by city resolution);
- G. Certificate of liability insurance for city funded public projects contracted by the city (not less than one million dollars single incident and two million dollars aggregate);
- H. Preconstruction meeting notes;
- I. Financial guarantee(s) per OCMC 17.50.140;
- J. Applicable approvals/permits from other agencies or entities;
- K. Developer/engineer agreement for public works improvements.

An applicant shall submit the following additional items to the city and complete the following tasks prior to completing construction of proposed development plans. These items include the following:

- L. Project engineer's certificate of completion;
- M. Stormwater operation and maintenance easement (if applicable);
- N. Deed of dedication (bargain and sale deed);
- O. Recorded plat and/or easements (if applicable);
- P. Recorded non-remonstrance covenant agreement;
- Q. Land division compliance agreement (if applicable);
- R. Permanent stabilization and/or restoration of the impact from the development;
- S. Fulfillment of all conditions of approval;
- T. Payment of all outstanding fees;
- U. Maintenance guarantee(s), per OCMC 17.50.141;
- V. Indemnity agreement (if applicable);
- W. Completed punchlist;
- X. As-built drawings;

Details on individual items required by this subsection can be obtained by contacting public works. Many items, such as the engineer's cost estimate and plan check and inspection fee, maybe be submitted in conjunction with documentation for other infrastructure improvements that are done with the development (such as street, sanitary sewer, and water).

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

16.12.015 Street design—Generally.

Development shall be required to provide existing or future connections to adjacent sites through the use of vehicular and pedestrian access easements where applicable. Development shall provide any necessary dedications, easements or agreements as identified in the transportation system plan, trails master plan, and/or parks and recreation master plan and this chapter, subject to constitutional limitations. The location, width and grade of street shall be considered in relation to: Existing and planned streets, topographical conditions, public convenience and safety for all modes of travel, existing and identified future transit routes and pedestrian/bicycle accessways, overlay districts, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. To the extent possible, proposed streets shall connect to all existing or approved stub streets that abut the development site. The arrangement of streets shall either:

- A. Provide for the continuation or appropriate projection of existing principal streets in the surrounding area and on adjacent parcels or conform to a plan for the area approved or adopted by the city to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical;
- B. Where necessary to give access to or permit a satisfactory future development of adjoining land, streets shall be extended to the boundary of the development and the resulting dead-end street (stub) may be approved with a temporary turnaround as approved by the city engineer. Notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future. Access control in accordance with OCMC 16.12.017 shall be required to preserve the objectives of street extensions.
- C. Adequate right-of-way and improvements to streets, pedestrian ways, bike routes and bikeways, and transit facilities shall be provided and be consistent with the city's transportation system plan. Consideration shall be given to the need for street widening and other improvements in the area of the proposed development impacted by traffic generated by the proposed development. This shall include, but not be limited to, improvements to the right-of-way, such as installation of lighting, signalization, turn lanes, median and parking strips, traffic islands, paving, curbs and gutters, sidewalks, bikeways, street drainage facilities and other facilities needed because of anticipated vehicular and pedestrian traffic generation.

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

16.12.016 Street design.

All development regulated by this chapter shall provide street improvements in compliance with the standards in Table 16.12.016 depending on the street classification set forth in the transportation system plan and the comprehensive plan designation of the adjacent property, unless an alternative plan has been adopted. The table implements the adopted transportation system plan and illustrates the maximum design standards. These standards may be reduced with an alternative street design which may be approved based on the modification criteria in OCMC 16.12.013. The steps for reducing the street design are found in the transportation system plan.

Table 16.12.016
Street Design

To read the table select the road classification as identified in the transportation system plan and the comprehensive plan designation of the adjacent properties to find the maximum design standards for the road cross section. If the comprehensive plan designation for lands on either side of the street differs, the wider right-of-way standard shall apply.

Road Classification	Comprehensive Plan Designation	Right-of-Way Width	Pavement Width	Public Access	Sidewalk	Landscape Strip	Bike Lane	Street Parking	Travel Lanes	Median	
Major Arterial	Mixed Use, Commercial or Public/Quasi Public	116 ft.	94 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		6 ft.	8 ft.	(5) 12 ft. Lanes	6 ft.	
	Industrial		120 ft.	88 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	N/A	(5) 14 ft. Lanes	6 ft.
	Residential		126 ft.	94 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	8 ft.	(5) 12 ft. Lanes	6 ft.
Minor Arterial	Mixed Use, Commercial or Public/Quasi Public	116 ft.	94 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		6 ft.	8 ft.	(5) 12 ft. Lanes	6 ft.	
	Industrial		118 ft.	86 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	7 ft.	(5) 12 ft. Lanes	N/A
	Residential		100 ft.	68 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	7 ft.	(3) 12 ft. Lanes	6 ft.
Collector	Mixed Use, Commercial or Public/Quasi Public	86 ft.	64 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		6 ft.	8 ft.	(3) 12 ft. Lanes	N/A	
	Industrial		88 ft.	62 ft.	0.5 ft.	5 ft.	7.5 ft.	6 ft.	7 ft.	(3) 12 ft. Lanes	N/A
	Residential		85 ft.	59 ft.	0.5 ft.	5 ft.	7.5 ft.	6 ft.	7 ft.	(3) 11 ft. Lanes	N/A

Local	Mixed Use, Commercial or Public/Quasi Public	62 ft.	40 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		N/A	8 ft.	(2) 12 ft. Lanes	N/A	
	Industrial	60 ft.	38 ft.	0.5 ft.	5 ft.	5.5 ft.	(2) 19 ft. Shared Space			N/A	
	Residential	54 ft.	32 ft.	0.5 ft.	5 ft.	5.5 ft.	(2) 16 ft. Shared Space			N/A	

1. Pavement width includes, bike lane, street parking, travel lanes and median.
 2. Public access, sidewalks, landscape strips, bike lanes and on-street parking are required on both sides of the street in all designations. The right-of-way width and pavement widths identified above include the total street section.
 3. A 0.5 foot curb is included in landscape strip or sidewalk width.
 4. Travel lanes may be through lanes or turn lanes.
 5. The 0.5 foot public access provides access to adjacent public improvements.
 6. Alleys shall have a minimum right-of-way width of twenty feet and a minimum pavement width of sixteen feet. If alleys are provided, garage access shall be provided from the alley.
 7. A raised concrete median or landscape median shall be utilized for roads identified to have access restrictions.
 8. A public utility easement (PUE) shall be provided on both sides of the right-of-way or public access easement on private property as identified in OCMC 16.12.085.
- A. Sidewalks. The applicant shall provide for sidewalks on both sides of all public streets, on any private street if so required by the decision-maker, and in any special pedestrian way within the development. Both sidewalks and curbs are to be constructed to city standards and at widths set forth above, and according to plans and specifications provided by the city engineer. Exceptions to this requirement may be allowed in order to accommodate topography, trees or some similar site constraint. In the case of major or minor arterials, the decision-maker may approve a development without sidewalks where sidewalks are found to be dangerous or otherwise impractical to construct or are not reasonably related to the applicant's development. The decision-maker may require the applicant to provide sidewalks concurrent with the issuance of the initial building permit within the area that is the subject of the development application. Applicants for partitions may be allowed to meet this requirement by providing the city with a financial guarantee per OCMC 16.12.110.
 - B. Pedestrian and Bicycle Accessways Routes. If deemed appropriate to extend pedestrian and bicycle routes, existing or planned, the decision-maker may require the installation of separate pedestrian and bicycle facilities.
 - C. Street Name Signs and Traffic Control Devices. The applicant shall install street signs and traffic control devices as directed by the city engineer. Street name signs and traffic control devices shall be in conformance with all applicable city regulations and standards.
 - D. Street Lights. The applicant shall install street lights which shall be served from an underground source of supply. Street lights shall be in conformance with all city regulations.

- E. Any new street proposed with a pavement width of less than thirty-two feet shall be processed through OCMC 16.12.013 and meet minimum life safety requirements, which may include fire suppression devices as determined by the fire marshal to assure an adequate level of fire and life safety. The modified street shall have no less than a twenty-foot wide unobstructed travel lane.
- F. All development shall include vegetated planter strips that are five feet in width or larger and located between the sidewalk and curb unless otherwise approved pursuant to this chapter. All development shall utilize the vegetated planter strip for the placement of street trees or place street trees in other acceptable locations, as prescribed by OCMC 12.08. Development proposed along a collector, minor arterial, or major arterial roads may place street trees within tree wells within a wider sidewalk in lieu of a planter strip. In addition to street trees per OCMC 12.08, vegetated planter strips shall include ground cover and/or shrubs spaced four feet apart and appropriate for the location. No invasive or nuisance plant species shall be permitted.
- G. Vehicle and pedestrian access easements may serve in lieu of streets when approved by the decision maker and only where dedication of a street is deemed impracticable.
- H. Vehicular and pedestrian easements shall allow for public access and shall comply with all applicable pedestrian access requirements.

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

16.12.017 Street design—Access control.

- A. A street which is dedicated to end at the boundary of the development or in the case of half-streets dedicated along a boundary shall have an access control granted to the city as a city controlled plat restriction for the purposes of controlling ingress and egress to the property adjacent to the end of the dedicated street. The access control restriction shall exist until such time as a public street is created, by dedication and accepted, extending the street to the adjacent property.
- B. The city may grant a permit for the adjoining owner to access through the access control.
- C. The plat shall contain the following access control language or similar on the face of the map at the end of each street for which access control is required: "Access Control (see plat restrictions)."
- D. Said plats shall also contain the following plat restriction note(s): "Access to (name of street or tract) from adjoining tracts (name of deed document number[s]) shall be controlled by the city of Oregon City by the recording of this plat, as shown. These access controls shall be automatically terminated upon the acceptance of a public road dedication or the recording of a plat extending the street to adjacent property that would access through those access controls."

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

16.12.018 Street design—Alignment.

The centerline of streets shall be:

- A. Aligned with existing streets by continuation of the centerlines.
- B. Offset from the centerline by no more than five feet, provided appropriate mitigation, in the judgment of the city engineer, is provided to ensure that the offset intersection will not pose a safety hazard.
- C. Driveways that are at least twenty-four feet wide shall align with existing or planned streets on adjacent sites.

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

16.12.019 Traffic sight obstructions.

All new streets shall comply with the traffic sight obstructions in Chapter 10.32.

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

16.12.020 Street design—Intersection angles.

Except where topography requires a lesser angle, streets shall be laid out to intersect at angles as near as possible to right angles. In no case shall the acute angles be less than eighty degrees unless there is a special intersection design. An arterial or collector street intersecting with another street shall have at least one hundred feet of tangent adjacent to the intersection unless topography requires a lesser distance. Other streets, except alleys, shall have at least fifty feet of tangent adjacent to the intersection unless topography requires a lesser distance. All street intersections shall be provided with a minimum curb return radius of twenty-five feet for local streets. Larger radii shall be required for higher street classifications as determined by the city engineer. Additional right-of-way shall be required to accommodate curb returns and sidewalks at intersections. Ordinarily, intersections should not have more than two streets at any one point.

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

16.12.021 Same—Grades and curves.

Grades and center line radii shall conform to standards approved by the city engineer.

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

16.12.022 Same—Development abutting arterial or collector street.

Where development abuts or contains an existing or proposed arterial or collector street, the decision maker may require: Access control; screen planting or wall contained in an easement or otherwise protected by a restrictive covenant in a form acceptable to the decision maker along the rear or side property line; or such other treatment it deems necessary to adequately protect residential properties or afford separation of through and local traffic. Reverse frontage lots with suitable depth may also be considered an option for residential property that has arterial frontage. Where access for development abuts and connects for vehicular access to another jurisdiction's facility then authorization by that jurisdiction may be required.

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

16.12.023 Same—Pedestrian and bicycle safety.

Where deemed necessary to ensure public safety, reduce traffic hazards and promote the welfare of pedestrians, bicyclists and residents of the subject area, the decision maker may require that local streets be so designed as to discourage their use by nonlocal automobile traffic.

The city engineer may require that crosswalks include a large vegetated or sidewalk area which extends into the street pavement as far as practicable to provide safer pedestrian crossing opportunities. These curb extensions can increase the visibility of pedestrians and provide a shorter crosswalk distance as well as encourage motorists to drive slower. The city engineer may approve an alternative design that achieves the same standard for constrained sites.

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

16.12.024 Same—Half street.

Half streets, while generally not acceptable, may be approved where essential to the development, when in conformance with all other applicable requirements, and where it will not create a safety hazard. When approving half streets, the decision maker shall first determine that it will be practical to require the dedication of the other half of the street when the adjoining property is divided or developed. Where the decision maker approves a half street, the applicant shall construct a half street with at least twenty feet of pavement width and provide signage prohibiting street parking so as to make the half street safe until such time as the other half is constructed. Whenever a half street is adjacent to property capable of being divided or developed, the other half of the street shall be provided and improved when that adjacent property divides or develops. Access control may be required to preserve the objectives of half streets.

When the remainder of an existing half-street improvement is completed it shall include the following items: Dedication of required right-of-way, construction of the remaining portion of the street including pavement, curb and gutter, landscape strip, sidewalk, street trees, lighting and other improvements as required for that particular street. It shall also include at a minimum the pavement replacement to the centerline of the street. Any damage to the existing street shall be repaired in accordance with the city's "Pavement Cut Standards" or as approved by the city engineer.

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

16.12.025 Same—Cul-de-sacs and dead-end streets.

The city discourages the use of cul-de-sacs and permanent dead-end streets except where construction of a through street is found by the decision maker to be impracticable due to topography or some significant physical constraint such as geologic hazards, wetland, natural or historic resource areas, pre-existing dedicated open space, pre-existing development patterns, arterial access restrictions or similar situation as determined by the decision maker. This section is not intended to preclude the use of curvilinear eyebrow widening of a street where needed.

- A. When permitted, access from new cul-de-sacs and permanent dead-end streets shall be limited to a maximum of twenty-five dwelling units.
- B. Cul-de-sacs and permanent dead-end streets shall include pedestrian/bicycle accessways to meet minimum block width standards as prescribed in OCMC 16.12.030.

- C. Cul-de-sacs shall have sufficient radius to provide adequate turn-around for emergency vehicles in accordance with fire district and city adopted street standards.
- D. Permanent dead-end streets shall provide public street right-of-way/easements sufficient to provide a sufficient amount of turn-around space complete with appropriate no-parking signs or markings to accommodate waste disposal, sweepers, emergency and other long vehicles in the form of a hammerhead or other design to be approved by the decision maker.
- E. In the case of dead-end stub streets that will connect to streets on adjacent sites in the future, notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future. A dead-end street shall include signage or barricade meeting Manual on Uniform Traffic Control Devices (MUTCD).

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

16.12.026 Same—Alleys.

Alleys with public access easements on private property shall be provided in the Park Place and South End concept plan areas for the following districts R-5, R-3.5, R-2, MUC-1, MUC-2 and NC zones unless other permanent provisions for private access to off-street parking and loading facilities are approved by the decision maker. All alleys intended to provide access for emergency vehicles shall be a minimum width of twenty feet. The corners of alley intersections shall have a radius of not less than ten feet and shall conform to standards approved by the city engineer. Access easements and maintenance agreements shall be recorded on affected properties.

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

16.12.027 Same—Off-site street improvements.

During consideration of the preliminary plan for a development, the decision maker shall determine whether existing streets impacted by, adjacent to, or abutting the development meet the applicable design or dimensional requirements. Where such streets fail to meet these requirements, the decision-maker shall require the applicant to make proportional improvements sufficient to achieve conformance with minimum applicable design standards required to serve the proposed development.

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

16.12.028 Same—Transit.

Streets shall be designed and laid out in a manner that promotes pedestrian and bicycle circulation. The applicant shall coordinate with transit agencies where the application impacts transit streets as identified in OCMC 17.04.1310. Pedestrian/bicycle access ways shall be provided as necessary to minimize the travel distance to transit streets and stops and neighborhood activity centers. The decision maker may require provisions, including easements, for transit facilities along transit streets where a need for bus stops, bus pullouts or other transit facilities within or adjacent to the development has been identified.

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

16.12.029 Excavations—Restoration of pavement.

Whenever any excavation shall have been made in any pavement or other street improvement on any street or alley in the city for any purpose whatsoever under the permit granted by the engineer, it shall be the duty of the person making the excavation to restore the pavement in accordance with the city of Oregon City Public Works Pavement Cut Standards in effect at the time the permit is granted. The city commission may adopt and modify the city of Oregon City Public Works Pavement Cut Standards by resolution as necessary to implement the requirements of this chapter.

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

16.12.030 Blocks—Width.

The width of blocks shall ordinarily be sufficient to allow for two tiers of lots with depths consistent with the type of land use proposed. The length, width and shape of blocks shall take into account the need for adequate building site size, convenient motor vehicle, pedestrian, bicycle and transit access, control of traffic circulation, and limitations imposed by topography and other natural features.

All new streets shall be designed as local streets unless otherwise designated as arterials and collectors in the current adopted transportation system plan. The maximum block spacing between streets is five hundred thirty feet and the minimum block spacing between streets is one hundred fifty feet as measured between the right-of-way centerlines except in zones GI, CI, MUE, I, and WFDD where determining the appropriate street spacing will be determined by the city engineer. If the maximum block size is exceeded, pedestrian accessways shall be provided every three hundred thirty feet. The spacing standards within this section do not apply to alleys.

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

16.12.031 Street design—Street names.

Except for extensions of existing streets, no street name shall be used which will duplicate or be confused with the name of an existing street. Street names shall conform to the established standards in the city and shall be subject to the approval of the city.

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

16.12.032 Public off-street pedestrian and bicycle accessways.

Pedestrian/bicycle accessways are intended to provide direct, safe and convenient connections between residential areas, retail and office areas, institutional facilities, industrial parks, transit streets, neighborhood activity centers, rights-of-way, and pedestrian/bicycle accessways which minimize out-of-direction travel, and transit-orientated developments where public street connections for automobiles, bicycles and pedestrians are unavailable. Pedestrian/bicycle accessways are appropriate in areas where public street options are unavailable, impractical or inappropriate. Pedestrian and bicycle accessways are required through private property or as right-of-way connecting development to the right-of-way at intervals not exceeding three hundred thirty feet of frontage; or where the lack of street continuity creates inconvenient or out of direction travel patterns for local pedestrian or bicycle trips.

- A. Entry points shall align with pedestrian crossing points along adjacent streets and with adjacent street intersections.
- B. Accessways shall be free of horizontal obstructions and have a nine foot six inch high vertical clearance to accommodate bicyclists. To safely accommodate both pedestrians and bicycles, accessway right-of-way widths shall be as follows:
 1. Accessways shall have a fifteen-foot wide right-of-way with a seven-foot wide paved surface with a minimum four-foot planter strip on either side.
 2. If an accessway also provides secondary fire access, the right-of-way width shall be at least twenty-four feet wide with a sixteen-foot paved surface between four-foot planter strips on either side.
- C. Accessways shall be direct with at least one end point of the accessway always visible from any point along the accessway. On-street parking shall be prohibited within fifteen feet of the intersection of the accessway with public streets to preserve safe sight distance and promote safety.
- D. To enhance pedestrian and bicycle safety, accessways shall be lighted with pedestrian-scale lighting. Accessway lighting shall be to a minimum level of one-half-foot-candles, a one and one-half foot-candle average, and a maximum to minimum ratio of seven-to-one and shall be oriented not to shine upon adjacent properties. Street lighting shall be provided at both entrances.
- E. Accessways shall comply with Americans with Disabilities Act (ADA).
- F. The planter strips on either side of the accessway shall be landscaped along adjacent property by installation of the following:

1. Either an evergreen hedge screen of thirty to forty-two inches high or shrubs spaced no more than four feet apart on average;
 2. Ground cover covering one hundred percent of the exposed ground. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees;
 3. A two-inch minimum caliper tree for every thirty-five feet along the accessway. Trees may be planted on either side of the accessway, provided they are spaced no more than thirty-five feet apart; and
 4. In satisfying the requirements of this section, evergreen plant materials that grow over forty-two inches in height shall be avoided. All plant materials shall be selected from the Oregon City Native Plant List.
- G. Accessways shall be designed to prohibit unauthorized motorized traffic. Curbs and removable, lockable bollards are suggested mechanisms to achieve this.
- H. Accessway surfaces shall be paved with all-weather materials as approved by the city. Pervious materials are encouraged. Accessway surfaces shall be designed to drain stormwater runoff to the side or sides of the accessway. Minimum cross slope shall be two percent.
- I. In parks, greenways or other natural resource areas, accessways may be approved with a five-foot wide gravel path with wooden, brick or concrete edgings.
- J. The decision maker may approve an alternative accessway design due to existing site constraints through the modification process set forth in OCMC 16.12.013.
- K. Ownership, liability and maintenance of accessways. To ensure that all pedestrian/bicycle accessways will be adequately maintained over time, the city engineer shall require one of the following:
1. Dedicate the accessways to the public as public right-of-way prior to the final approval of the development; or
 2. The developer incorporates the accessway into a recorded easement or tract that specifically requires the property owner and future property owners to provide for the ownership, liability and maintenance of the accessway.

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

16.12.033 Mobility standards.

Development shall demonstrate compliance with intersection mobility standards. When evaluating the performance of the transportation system, the city of Oregon City requires all intersections, except for the facilities identified in subsection E below, to be maintained at or below the following mobility standards during the two-hour peak operating conditions. The first hour has the highest weekday traffic volumes and the second hour is the next highest hour before or after the first hour. Except as provided otherwise below, this may require the installation of mobility improvements as set forth in the transportation system plan (TSP) or as otherwise identified by the city engineer.

- A. For intersections within the regional center, the following mobility standards apply:
1. During the first hour, a maximum v/c ratio of 1.10 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 3. Intersections located on the regional center boundary shall be considered within the regional center.
- B. For intersections outside of the regional center but designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:

1. During the first hour, a maximum v/c ratio of 0.99 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
- C. For intersections outside the boundaries of the regional center and not designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:
1. For signalized intersections:
 - a. During the first hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 - b. During the second hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 2. For unsignalized intersections outside of the boundaries of the regional center:
 - a. For unsignalized intersections, during the peak hour, all movements serving more than twenty vehicles shall be maintained at LOS "E" or better. LOS "F" will be tolerated at movements serving no more than twenty vehicles during the peak hour.
- D. For the intersection of OR 213 and Beaver Creek Road, the following mobility standards apply:
1. During the first, second and third hours, a maximum v/c ratio of 1.00 shall be maintained. Calculation of the maximum v/c ratio will be based on an average annual weekday peak hour.
- E. Until the city adopts new performance measures that identify alternative mobility targets, the city shall exempt proposed development that is permitted, either conditionally, outright, or through detailed development master plan approval, from compliance with the above-referenced mobility standards for the following state-owned facilities:

I-205/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

1. In the case of conceptual development approval for a master plan that impacts the above references intersections:
 - a. The form of mitigation will be determined at the time of the detailed development plan review for subsequent phases utilizing the code in place at the time the detailed development plan is submitted; and
 - b. Only those trips approved by a detailed development plan review are vested.
2. Development which does not comply with the mobility standards for the intersections identified in OCMC 16.12.033 shall provide for the improvements identified in the transportation system plan (TSP) in an effort to improve intersection mobility as necessary to offset the impact caused by development. Where required by other provisions of the code, the applicant shall provide a traffic impact study that includes an assessment of the development's impact on the intersections identified in this exemption and shall construct the intersection improvements listed in the TSP or required by the code.

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

16.12.035 Driveways.

- A. All new development, redevelopment, and capital improvement projects shall meet the minimum driveway spacing standards identified in Table 16.12.035.A. Minor site plan and design review do not follow these standards unless a request is made to modify the driveway.

Table 16.12.035.A

Minimum Driveway Spacing Standards

Street Functional Classification	Minimum Driveway Spacing Standards	Distance
Major Arterial Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single- family dwellings, duplexes, triplexes, quadplexes and townhouses	175 feet
Minor Arterial Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single-family dwellings, duplexes, triplexes, quadplexes and townhouses	175 feet
Collector Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single family dwellings, duplexes, triplexes, quadplexes and townhouses	100 feet
Local Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single family dwellings, duplexes, triplexes, quadplexes and townhouses.	25 feet

1. When driveways are shared (combined), the minimum driveway spacing shall be 20 feet.
 2. All driveways, except for shared driveways, shall be placed a minimum of 5 feet from the property line.
 3. The distance from a street corner to a driveway is measured along the right-of-way from the edge of the intersection (on the same side of the road) right-of-way to the nearest portion of the driveway and the distance between driveways is measured at the nearest portions of the driveway at the right-of-way.
- B. All detached single-family dwellings, duplexes, triplexes, quadplexes and townhouses shall have driveways which meet the minimum distance from a street corner standard except when the lot size is smaller than the minimum distance required. When minimum distance cannot be met due to lot size or due to the location of an overlay district, the driveway shall be located as far away from the intersection as possible, but no more than 5 feet to the neighboring property line, as approved by the city engineer.
- C. Nonresidential or multi-family residential use driveways that generate high traffic volumes as determined by a traffic analysis shall be treated as intersections and shall adhere to requirements of OCMC 16.12.020.
- D. For any detached single-family dwellings, duplexes, triplexes, quadplexes, and townhouses or property

developed with an ADU with multiple frontages, only one driveway is allowed per street frontage classified as a local street and in no case shall more than two driveways (one per frontage), unless otherwise approved by the city engineer.

1. Two driveways shall never be granted for any property with only one frontage on a local road for any single-family detached residential property or property that contains an ADU unless required by Clackamas Fire District No. 1.
- E. Cluster housing properties may be granted more than one driveway per property and per frontage meeting the spacing standards. Driveways should be combined whenever possible to limit the number of driveways per property.
1. Middle housing properties with only one building may be allowed one driveway for every two units, provided that spacing standards and/or driveway width requirements are met.
 2. Middle housing properties with more than one structure shall meet the cluster housing standards.
- F. Townhouses shall have one driveway approach for every two dwelling units (round up for townhouse structures with an odd number of dwellings).
- G. Driveways on collectors or arterials shall be provided in such a way that no backing of a vehicle will occur from the driveway to the collector or arterial.
- H. When a property fronts multiple roads, access shall be provided from and limited to the road with the lowest classification in the transportation system plan to minimize points of access to arterials and collectors. Access shall not be provided on arterial or collector roads unless there is no other alternative. At the discretion of the city engineer, properties fronting a collector or arterial road may be allowed a second driveway, for the creation of a circulation pattern that eliminates reverse maneuvers for vehicles exiting a property if applied for and granted through procedures in OCMC 16.12.013. All lots proposed with a driveway and lot orientation on a collector or minor arterial shall combine driveways into one joint access per two or more lots unless the city engineer determines that:
1. No driveway access may be allowed since the driveway(s) would cause a significant traffic safety hazard; or
 2. Allowing a single driveway access per lot will not cause a significant traffic safety hazard.
- I. All driveway approaches shall be limited to the dimensions identified in Table 16.12.035.D.

Table 16.12.035.D

**Driveway Approach Size
Standards**

Property Use	Minimum Driveway Approach Width		Maximum Driveway Approach Width
Single-Family Detached and Duplexes	10 feet		24 feet
Townhouses	10 feet		24 feet
Triplexes, Quadplexes and Cottage Clusters	10 feet		36 feet
Multi-Family	18 feet		30 feet
Commercial, Industrial, Office, Institutional, Mixed Use, and/or Nonresidential	One-Way 12 feet	Two-Way 20 feet	40 feet

1. Shared driveways for middle housing structures shall be minimum 18 feet and maximum 36

- feet except when section J.4.a applies.
2. Driveway widths shall match the width of the driveway approach where the driveway meets sidewalk or property line but may be widened onsite (for example between the property line and the entrance to a garage). Groups of more than four parking spaces shall be so located and served by driveways so that their use will not require backing movements or other maneuvering within a street right-of-way other than an alley. J. The city engineer reserves the right to require a reduction in the number and size of driveway approaches as far as practicable for any of the following purposes:
1. To provide adequate space for on-street parking;
 2. To facilitate street tree planting requirements;
 3. To assure pedestrian and vehicular safety by limiting vehicular access points; and
 4. To assure that adequate sight distance requirements are met.
 - a. Where the decision maker determines any of these situations exist or may occur due to the approval of a proposed development for non-residential uses or attached or multi-family housing, a shared driveway shall be required and limited to twenty-four feet in width adjacent to the sidewalk or property line.

K. For all driveways, the following standards apply:

2. Each new or redeveloped curb cut shall have an approved concrete approach or asphalted street connection where there is no concrete curb and a minimum hard surface for at least ten feet back into the property as measured from the current edge of sidewalk or street pavement to provide for controlling gravel tracking onto the public street. The hard surface may be concrete, asphalt, or other surface approved by the city engineer.
3. Any driveway approach built within public right-of-way shall be built and permitted per city requirements as approved by the city engineer.
4. No driveway with a slope of greater than fifteen percent shall be permitted without approval of the city engineer.

L. Exceptions. The city engineer reserves the right to waive these standards or not allow driveway access, if the driveway(s) would cause a significant traffic safety hazard. Narrower or wider driveway widths may be considered where field conditions preclude use of recommended widths. When larger vehicles and trucks will be the predominant users of a particular driveway, turning templates may be utilized to develop a driveway width that can safely and expeditiously accommodate the prevalent type of ingress and egress traffic.

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

16.12.065 Building site—Grading.

Grading of building sites shall conform to the state of Oregon Structural Specialty Code, Title 18, any approved grading plan and any approved residential lot grading plan in accordance with the requirements of OCMC 13.12, 15.48, 16.12 and the public works stormwater and grading design standards, and the erosion control requirements of OCMC 17.47.

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

16.12.085 Easements.

The following shall govern the location, improvement and layout of easements:

- A. Utilities. Utility easements shall be required where necessary as determined by the city engineer. Insofar as practicable, easements shall be continuous and aligned from block-to-block within the development and with adjoining subdivisions or partitions.
1. Specific public utility easements for water, sanitary or storm drainage shall be provided based on approved final engineering plans conforming to the requirements found within the applicable design standards.
 2. Conveyance of public utility easements for gas, electric, telecommunication, and fiberoptic shall be required where necessary as determined by the city engineer. The city engineer will require the easement unless it is found that the utility can be placed in a different location or can be placed in a smaller easement than what is required. The easement shall be located adjacent to all public rights-of-way or public access easements within private property. In the event that the provision of a public utility easement would create a conflict with achieving compliance with another part of the code, the location and width may be adjusted by the city engineer.
 - a. The easement shall be ten feet in the R-10, R-8, R-6, R-5, R-3.5, R-2, GI, and CI zones.
 - b. The easement shall be a minimum of five feet in the NC, HC, I, C, MUC-1, MUC-2, MUE, MUD, and WFDD zones.
 - i. The applicant shall obtain a written determination from all utilities that the minimum five-foot PUE coupled with use of a minimum of a five-foot area under the public sidewalk or parkway area is sufficient to serve the development. Where the minimum width is deemed inadequate, a modification shall be required.
 - c. An applicant may seek a modification to the public utility easement dedication requirement using OCMC 16.12.013.
- B. Unusual Facilities. Easements for unusual facilities such as high voltage electric transmission lines, drainage channels and stormwater detention facilities shall be adequately sized for their intended purpose, including any necessary maintenance roads. These easements shall be shown to scale on the preliminary and final plats or maps. If the easement is for drainage channels, stormwater detention facilities or related purposes, the easement shall comply with the requirements of the public works stormwater and grading design standards.
- C. Watercourses. Where a development is traversed or bounded by a watercourse, drainageway, channel or stream, a stormwater easement or drainage right-of-way shall be provided which conforms substantially to the line of such watercourse, drainageway, channel or stream and is of a sufficient width to allow construction, maintenance and control for the purpose as required by the responsible agency. For those subdivisions or partitions which are bounded by a stream of established recreational value, setbacks or easements may be required to prevent impacts to the water resource or to accommodate pedestrian or bicycle paths.
- D. Access. When easements are used to provide vehicular access to lots within a development, the construction standards, but not necessarily width standards, for the easement shall meet city specifications. The minimum width of the easement shall be twenty feet. The easements shall be improved and recorded by the applicant and inspected by the city engineer. Access easements may also provide for utility placement.
- E. Resource Protection. Easements or other protective measures may also be required as the community development director deems necessary to ensure compliance with applicable review criteria protecting any unusual significant natural feature or features of historic significance.

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

16.12.090 Minimum improvements—Procedures.

In addition to other requirements, improvements installed by the applicant either as a requirement of these or other regulations, or at the applicant's option, shall conform to the requirements of this title and be designed to city specifications and standards as set out in the city's facility master plan and public works stormwater and grading design standards. The improvements shall be installed in accordance with the following procedure:

- A. Improvement work shall not commence until construction plans have been reviewed and approved by the city engineer and to the extent that improvements are located in county or state right-of-way, they shall be approved by the responsible authority. To the extent necessary for evaluation of the proposal, the plans may be required before approval of the preliminary plat of a subdivision or partition. Expenses incurred thereby shall be borne by the applicant and paid for prior to final plan review.
- B. Improvements shall be constructed under the inspection and approval of the city engineer. Expenses incurred thereby shall be borne by the applicant and paid prior to final approval. Where required by the city engineer or other city decision-maker, the applicant's project engineer also shall inspect construction.
- C. Erosion control or resource protection facilities or measures are required to be installed in accordance with the requirements of OCMC 17.47, 17.49 and the public works erosion and sediment control standards.
- D. Underground utilities, waterlines, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities, such as, storm, water and sanitary sewer shall be placed beyond the ten-foot wide public utility easement within private property as defined in OCMC 16.12.85.A.2.
- E. As-built construction plans and digital copies of as-built drawings shall be filed with the city engineer upon completion of the improvements.
- F. The city engineer may regulate the hours of construction and access routes for construction equipment to minimize impacts on adjoining residences or neighborhoods.

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

16.12.095 Same—Public facilities and services.

The following minimum improvements shall be required of all applicants for a development, unless the decision-maker determines that any such improvement is not proportional to the impact imposed on the city's public systems and facilities:

- A. Transportation System. Applicants and all subsequent lot owners shall be responsible for improving the city's planned level of service on all public streets, including alleys within the development and those portions of public streets adjacent to but only partially within development. Applicants are responsible for designing and providing adequate vehicular, bicycle and pedestrian access to their developments and for accommodating future access to neighboring undeveloped properties that are suitably zoned for future development. Storm drainage facilities shall be installed and connected to off-site natural or man-made drainageways. Upon completion of the street improvement survey, the applicant shall reestablish and protect monuments of the type required by ORS 92.060 in monument boxes with covers at every public street intersection and all points of curvature and points of tangency of their center line, and at such other points as directed by the city engineer.
- B. Stormwater Drainage System. Applicants shall design and install drainage facilities within a development and shall connect the development's drainage system to the appropriate downstream storm drainage system as a minimum requirement for providing services to the applicant's development. The applicant shall obtain county or state approval when appropriate. Applicants are

responsible for extending the appropriate storm drainage system to the development site and for providing for the connection of upgradient properties to that system. The applicant shall design the drainage facilities in accordance with city drainage master plan requirements, OCMC 13.12 and the public works stormwater and grading design standards.

- C. Sanitary Sewer System. The applicant shall design and install a sanitary sewer system to serve all lots or parcels within a development in accordance with the city's sanitary sewer design standards, and shall connect those lots or parcels to the city's sanitary sewer system, except where connection is required to the county sanitary sewer system as approved by the county. Applicants are responsible for extending the city's sanitary sewer system to the development site and through the applicant's property to allow for the future connection of neighboring undeveloped properties that are suitably zoned for future development. The applicant shall obtain all required permits and approvals from all affected jurisdictions prior to final approval and prior to commencement of construction. Design shall be approved by the city engineer before construction begins.
- D. Water System. The applicant shall design and install a water system to serve all lots or parcels within a development in accordance with the city public works water system design standards, and shall connect those lots or parcels to the city's water system. Applicants are responsible for extending the city's water system to the development site and through the applicant's property to allow for the future connection of neighboring undeveloped properties that are suitably zoned for future development.
- E. Street Trees. Refer to OCMC 12.08, Street Trees.
- F. Bench Marks. At least one bench mark shall be located within the subdivision boundaries using datum plane specified by the city engineer.
- G. Other Utilities. The applicant shall make all necessary arrangements with utility companies or other affected parties for the installation of underground lines and facilities. All new utilities shall be placed underground unless the respective franchise agreements allow otherwise or unless it is physically or technically impossible to comply with applicable standards. Existing electrical lines and other wires, including but not limited to telecommunication, street lighting and fiberoptic, shall be relocated underground.
 - 1. Exemptions to relocation of existing overhead utilities to underground for property development as follows (Only one exemption criteria is required to be exempt from this requirement):
 - a. No transmission or feeder lines shall be relocated underground unless approved by the city engineer.
 - b. Properties with less than one acre of land area shall not be required to relocate existing overhead utilities unless required by the franchise utility.
 - c. Properties with less than two hundred feet of frontage on any individual roadway shall not be required to relocate existing overhead utilities unless required by the franchise utility.
 - d. Land divisions with five or fewer subdivided lots shall not be required to relocate existing overhead utilities unless required by the franchise utility.
 - 2. The exemptions in G.1. do not apply if properties within the same block were required to relocate the overhead utilities within the past ten years. In those cases, the existing overhead utilities shall be relocated underground.
 - 3. When any franchise utility (electric, gas, telecommunication, fiberoptic, street lighting or similar utility) is installed along an existing or new roadway, the utility shall be installed within the existing or proposed public utility easement unless it is physically or technically impossible.
 - 4. These requirements do not apply to work by a franchise utility for improvement, repair, alteration or addition to their existing systems.

- H. Oversizing of Facilities. All facilities and improvements shall be designed to city standards as set out in the city's facility master plan, public works design standards, or other city ordinances or regulations. Compliance with facility design standards shall be addressed during final engineering. A development may be required to modify or replace existing offsite systems if necessary to provide adequate public facilities. The city may require oversizing of facilities to meet standards in the city's facility master plan or to allow for orderly and efficient development. Where oversizing is required, the applicant may request reimbursement from the city for oversizing based on the city's reimbursement policy and funds available, or provide for recovery of costs from intervening properties as they develop.
- I. Erosion Control Plan—Mitigation. The applicant shall be responsible for complying with all applicable provisions of OCMC 17.47 with regard to erosion control.

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

16.12.100 Same—Road standards and requirements.

- A. The creation of a public street and the resultant separate land parcels shall be in conformance with requirements for subdivisions or partitions and the applicable street design standards of this chapter. However, the decision-maker may approve the creation of a public street to be established by deed without full compliance with the regulations applicable to subdivisions or partitions where any of the following conditions exist:
 - 1. The establishment of the public street is initiated by the city commission and is declared essential for the purpose of general traffic circulation and the partitioning of land is an incidental effect rather than the primary objective of the street;
 - 2. The tract in which the street is to be dedicated is within an isolated ownership either not over one acre or of such size and characteristics as to make it impossible to develop building sites for more than three dwelling units.
- B. For any public street created pursuant to subsection A of this section, a copy of a preliminary plan and the proposed deed shall be submitted to the community development director and city engineer at least ten days prior to any public hearing scheduled for the matter. The plan, deed and any additional information the applicant may submit shall be reviewed by the decision-maker and, if not in conflict with the standards of Title 16 and Title 17, may be approved with appropriate conditions.
- C. The design and construction of public streets shall be per the standards found in this chapter and the most recent version of any city design and construction standards.

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

16.12.105 Same—Timing requirements.

- A. Prior to applying for final plat approval, the applicant shall either complete construction of all public improvements required as part of the preliminary plat approval or guarantee the construction of those improvements. Whichever option the applicant elects shall be in accordance with OCMC 17.50.140.
- B. Construction. The applicant shall construct the public improvements according to approved final engineering plans and all applicable requirements of this code, and under the supervision of the city engineer. Under this option, the improvement shall be complete and accepted by the city engineer prior to final plat approval.

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

16.12.110 Public improvements—Financial guarantees.

- A. To ensure construction of required public improvements, the applicant shall provide the city with a performance guarantee in accordance with OCMC 17.50.140.
- B. After satisfactory completion of required public improvements and facilities, all public improvements not constructed by the city, shall be maintained and under warranty provided by the property owner or developer constructing the facilities until the city accepts the improvements at the end of the warranty period as prescribed in OCMC 17.50.141.

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

16.12.120 Waiver of remonstrance.

The review authority may require a property owner to sign a waiver of remonstrance against the formation of and participation in a local improvement district where it deems such a waiver necessary to provide needed improvements reasonably related to the impacts created by the proposed development. To ensure compliance with this chapter, the review authority may require an applicant to sign or accept a legal and enforceable covenant, contract, dedication, easement, performance guarantee, or other document, which shall be approved in form by the city attorney.

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

16.12.125 Violation—Penalty.

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of OCMC 1.16, 1.20 and 1.24.

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

Chapter 16.24 EXPEDITED AND MIDDLE HOUSING LAND DIVISIONS

16.24.010 Purpose and applicability.

- A. Purpose. The purpose of the expedited and middle housing land division process is to implement requirements in ORS 197.360 to 197.380 for expedited land divisions in residential districts, and 2021 Oregon Laws Ch. 103 (S.B. 458) regarding middle housing land divisions.
- B. Expedited Land Division Applicability. The procedures of this chapter are applicable to partitions and subdivisions within residential zoning districts as provided in ORS 197.365.
- C. Middle Housing Land Division Applicability. The procedures of this chapter are applicable to the following middle housing projects, or proposed middle housing projects, on an existing lot:
 - 1. A duplex.
 - 2. A triplex.
 - 3. A quadplex.
 - 4. A townhouse project (four units or fewer).
 - 5. A cottage cluster.

16.24.020 Expedited review.

- A. Expedited and middle housing land divisions are reviewed under a Type II procedure except as provided in this Chapter. Where the provisions of this Chapter conflict with the Type II procedures in OCMC 17.50, the procedures of this Chapter will prevail.
- B. Expedited and middle housing land divisions are not subject to pre-application conference requirements in OCMC 17.50.050.
- C. Expedited and middle housing land divisions are not a land use decision or limited land use decision under ORS 197.015.

16.24.030 Submittal requirements.

- A. An application for an expedited land division or middle housing land division is subject to the completeness review and one hundred and twenty-day rule requirements of OCMC 17.50.070 except as follows:
 - 1. The timeline for the completeness check in OCMC 17.50.070.A is twenty-one days, rather than thirty days.
 - 2. The notice of decision must be provided to the applicant and parties entitled to receive notice under OCMC 17.50.130.C within sixty-three days of a completed application.
- B. Mailed notice of an application for an expedited land division or middle housing land division must be provided in the same manner as for a Type II decision, as specified OCMC 17.50.090.A, to the following persons:
 - 1. The applicant.
 - 2. Owners of record of property, as shown on the most recent property tax assessment roll, located within one-hundred feet of the property that is the subject of the notice.
 - 3. Any state agency, other local government, or special district responsible for providing public facilities or services to the development area.

- C. A notice of decision must be provided to the applicant and to all parties who received notice of the application. The notice of decision must include:
1. A written determination of compliance or non-compliance with the criteria of approval in OCMC 16.24.040 for an expedited land division or OCMC 16.24.050 for a middle housing land division.
 2. An explanation of the right to appeal the community development director's decision to a city-appointed hearings referee, as provided in ORS 197.375.

16.24.040 Criteria of approval – expedited land division.

- A. The community development director will approve or deny an application for expedited land division within sixty-three days of receiving a complete application, based on whether it satisfies the applicable criteria of approval. The community development director may approve the land division with conditions to ensure the application meets the applicable land use regulations.
- B. The land subject to the application is within the R-10, R-8, R-6, R-5, R-3.5 and R-2 districts.
- C. The land will be used solely for residential uses, including recreational or open space uses that are accessory to residential use.
- D. The land division does not provide for dwellings or accessory buildings to be located in the following areas:
1. The Willamette River Greenway Overlay District;
 2. The Historic Overlay District;
 3. The Natural Resources Overlay District.
- E. The land division satisfies the minimum public improvement and design standards for development in OCMC 16.12.
- F. The land division satisfies the following development standards contained in this code or in an applicable Master Plan:
1. Applicable lot dimensional standards;
 2. Applicable standards that regulate the physical characteristics of permitted uses, such as building design standards;
 3. Applicable standards in this code for transportation, sewer, water, drainage and other facilities or services necessary for the proposed development, including but not limited to right-of-way standards, facility dimensions and on-site and off-site improvements.
- G. The land division will result in development that either:
1. Creates enough lots to allow building residential units at 80 percent or more of the maximum net density permitted by the zoning designation of the site; or
 2. Will be sold or rented to households with incomes below 120 percent of the median family income for Clackamas County.

16.24.050 Criteria of approval – middle housing land division.

- A. The community development director will approve a tentative plan for middle housing land division based on whether it satisfies the following criteria of approval:
1. The application provides for the development of middle housing in compliance with the Oregon residential specialty code and land use regulations applicable to the original lot allowed under ORS 197.758 (5).
 2. Separate utilities are provided for each dwelling unit.

3. The applicant provides for easements necessary for each dwelling unit on the plan for:
 - i. Locating, accessing, replacing and servicing all utilities;
 - ii. Pedestrian access from each dwelling unit to a private or public road;
 - iii. Any common use areas or shared building elements;
 - iv. Any dedicated driveways or parking; and
 - v. Any dedicated common area;
4. The applicant proposes exactly one dwelling unit on each resulting lot, except for lots, parcels or tracts used as common areas.
5. The applicant demonstrates that buildings or structures on a resulting lot will comply with applicable building codes provisions relating to new property lines and, notwithstanding the creation of new lots, that structures or buildings located on the newly created lots will comply with the Oregon residential specialty code.
6. The original lot dedicated and improved the abutting street right of way sufficient to comply with minimum right of way and improvement standards of OCMC 16.12, or dedication and/or improvements of the abutting street right of way are proposed that meet the standards of OCMC 16.12.
7. The type of middle housing developed on the original lot shall not be altered by a middle housing land division. For example, cottage cluster units within a cottage cluster do not become single-family detached residential units after a middle housing land division.

16.24.060 Conditions of approval - expedited and middle housing land division.

- A. The community development director may add conditions of approval of a tentative plan for a middle housing land division or expedited land division as necessary to comply with the applicable criteria of approval. Conditions may include but are not limited to the following:
- B. A condition to prohibit the further division of the resulting lots or parcels.
- C. A condition to require that a notation appear on the final plat indicating that the approval was given under Section 2 of Senate Bill 458 (2021) as a middle housing land division.
- D. A condition to require recording of easements required by the tentative plan on a form acceptable to the City, as determined by the City Attorney.

16.24.070. Final plat for expedited and middle housing land division.

- A. An expedited land division or middle housing land division is subject to the final plat standards and procedures as specified in OCMC 16.08.100 to 16.08.105, except as specifically provided otherwise in this section.
- B. A notice of middle housing land division for each middle housing lot shall be recorded with the county recorder that states:
 1. The middle housing lot may not be further divided.
 2. No more than one unit of middle housing may be developed on each middle housing lot.
 3. The dwelling developed on the middle housing lot is a unit of middle housing and is not a single family detached residential unit, or any other housing type.
- C. A final plat is not required prior to issuance of building permits for middle housing proposed with a middle housing land division.

- D. A middle housing land division tentative plan is void if and only if a final plat is not approved within three years of the tentative approval. Expiration of expedited land division tentative plans shall comply with the provisions of OCMC 17.50.200.

16.24.080 Appeals.

The procedures in OCMC 17.50.190 do not apply to appeals of an expedited land division or middle housing land division. Any appeal of an expedited land division or middle housing land division must be as provided in ORS 197.375. The Approval Authority for any appeal of an expedited land division or middle housing land division is a city-appointed hearings referee.

Chapter 17.14 SINGLE-FAMILY DETACHED AND DUPLEX RESIDENTIAL DESIGN STANDARDS

17.14.010 Purpose.

The purpose of this chapter is to provide standards for single-family detached residential units and duplexes which are intended to:

- A. Enhance Oregon City through the creation of attractively designed housing and streetscapes.
- B. Ensure that there is a physical and visual connection between the living area of the residence and the street.
- C. Improve public safety by providing "eyes on the street".
- D. Promote community interaction by designing the public way, front yards and open spaces so that they are attractive and inviting for neighbors to interact.
- E. Prevent garages from obscuring or dominating the primary facade of the house.
- F. Provide clear and objective standards for good design at reasonable costs and with multiple options for design variety.

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

17.14.020 Applicability.

This chapter applies to all street-facing facades of all single-family detached residential units and duplexes, referred to herein as "residences," including manufactured homes not within a manufactured home park.

- A. New single-family detached residential units and duplexes or new garages or expansions of an existing garage on properties with this use require compliance with OCMC 17.14.030 through 17.14.050, OCMC 17.21 or OCMC 17.22 if applicable, as well as OCMC 17.14.080 and 17.14.090.
- B. Residences on a flag lot with a pole length of one hundred feet or greater are exempt from OCMC 17.14.030—17.14.050.
- C. Compliance with minimum public improvements standards in OCMC Chapter 16.12 is required.
- D. The creation of a duplex through conversion of an existing single-family detached residential unit is exempt from the standards of this chapter.

For the purpose of this chapter, garages are defined as structures, or portions thereof, used or designed to be used for the parking of vehicles, including carports. For purposes of this section, garages do not include detached accessory dwelling units which are not part of a detached garage. The garage width shall be measured based on the foremost four feet of the interior garage walls or carport cover.

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

17.14.025 Review process.

Applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application. Modifications to these standards are processed as a Type II administrative variance or may be requested as part of a concurrent Type II, III or IV land use application.

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

17.14.030 Residential design options.

- A. A residence with no garage, a garage not on a street-facing façade, or a detached garage shall provide five of the residential design elements in OCMC 17.14.040.A on the front facade of the structure.
- B. A residence with a front-facing garage where the structure is less than twenty-four feet wide may be permitted if:
 - 1. The garage is no more than twelve feet wide and;
 - 2. The garage does not extend closer to the street than the furthest forward living space on the street-facing facade;
 - 3. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and
 - 4. One of the following is provided:
 - a. Interior living area above the garage is provided. The living area shall be set back no more than four feet from the street-facing garage wall; or
 - b. A covered balcony above the garage is provided. The covered balcony shall be at least the same length as the street-facing garage wall, at least six feet deep and accessible from the interior living area of the dwelling unit;
- C. A residence with a garage that extends up to fifty percent of the length of the street-facing facade and is not closer to the street than the furthest forward living space on the street-facing facade may be permitted if:
 - 1. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.
- D. A residence with a garage that extends up to sixty percent of the length of the street-facing facade and is recessed two feet or more from the furthest forward living space on the street-facing facade may be permitted if:
 - 1. Seven of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.
- E. A residence with a garage that extends up to sixty percent of the length of the street-facing facade may extend up to four feet in front of the furthest forward living space on the street-facing facade may be permitted if:
 - 1. Eight of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and
 - 2. One of the options in OCMC 17.14.040.B is provided on the front facade of the structure.
- F. A residence with a garage that extends up to fifty percent of the length of the street-facing facade may extend up to eight feet in front of the furthest forward living space on the street-facing facade if:
 - 1. Nine of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and
 - 2. One of the options in OCMC 17.14.040.B is provided on the front facade of the structure.
- G. A residence with a garage that is side-oriented to the front lot line may extend up to thirty-two feet in front of the furthest forward living space on the street-facing facade if:
 - 1. Windows occupy a minimum of fifteen percent of the lineal length of the street-facing wall of the garage; and
 - 2. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.
 - 3. The garage wall does not exceed sixty percent of the length of the street-facing façade.

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

17.14.035 Corner lots and through lots.

- A. Residences on corner lots and through lots shall comply with one of the options in OCMC 17.14.030 for the front of the home
- B. The other street-facing side of the residence on a corner lot or through lot shall include the following:
 - 1. Windows and doors for a minimum of fifteen percent of the lineal length of the ground floor facade;
 - 2. Minimum four-inch window trim; and
 - 3. Three additional residential design elements selected from OCMC 17.14.040.A.

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

17.14.040 Residential design elements.

- A. The residential design elements listed below shall be provided as required in OCMC 17.14.030 above.
 - 1. The design of the residence includes dormers, which are projecting structures built out from a sloping roof housing a vertical window;
 - 2. The roof design utilizes a:
 - a. Gable, which is a roof sloping downward in two parts from a central ridge, so as to form a gable at each end; or
 - b. Hip, which is a roof having sloping ends and sides meeting at an inclined projecting angle.
 - 3. The building facade includes two or more offsets of sixteen inches or greater;
 - 4. A roof overhang of sixteen inches or greater;
 - 5. A recessed entry that is at least two feet behind the furthest forward living space on the ground floor, and a minimum of eight feet wide;
 - 6. A minimum sixty square-foot covered front porch that is at least five feet deep or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches;
 - 7. A bay window that extends a minimum of twelve inches outward from the main wall of a building and forming a bay or alcove in a room within;
 - 8. Windows and main entrance doors that occupy a minimum of fifteen percent of the lineal length of the front facade (not including the roof and excluding any windows in a garage door);
 - 9. Window trim (minimum four inches);
 - 10. Window grids on all street facing windows (excluding any windows in the garage door or front door).
 - 11. Windows on all elevations include a minimum of four-inch trim (worth two elements);
 - 12. Windows on all of the elevations are wood, clad wood, or fiberglass (worth two elements);
 - 13. Windows on all of the elevations are recessed a minimum of two inches from the facade (worth two elements);
 - 14. A balcony that projects a minimum of one foot from the wall of the building and is enclosed by a railing or parapet;
 - 15. Shakes, shingles, brick, stone or other similar decorative materials shall occupy a minimum of sixty square feet of the street facade;
 - 16. All garage doors are a maximum nine feet wide;

17. All garage doors wider than nine feet are designed to resemble two smaller garage doors;
 18. There are a minimum of two windows in each garage door;
 19. A third garage door is recessed a minimum of two feet;
 20. A window over the garage door that is a minimum of twelve square feet with window trim (minimum four inches);
 21. The living space of the dwelling is within five feet of the front yard setback; or
 22. The driveway is composed entirely of pervious pavers or porous pavement.
- B. If the garage projects in front of the furthest forward living space on the street facing facade, one of the residential design elements 1 or 2 below, shall be provided in addition to the residential design elements required in OCMC 17.14.040.A. Residential design elements utilized in OCMC 17.14.040.B can be additionally utilized in OCMC 17.14.040.A.
1. A minimum sixty square-foot covered front porch that is at least five feet deep; or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches.
 2. The garage is part of a two-level facade. The second level facade shall have a window (minimum twelve square feet) with window trim (minimum four inches).

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

17.14.050 Main entrances.

- A. The main entrance for each single-family detached residential unit, and the main entrance for at least one unit in a duplex shall:
1. Be located on a façade that faces a street; or
 2. Open onto a covered porch on a street-facing facade that is at least sixty square feet with a minimum depth of five feet.
- B. The main entrance of one or more dwelling units on a flag lot shall face either the front lot line or the side lot line adjoining the flag pole.

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

17.14.060 Detached duplexes

- A. Duplexes consisting of two detached dwelling units are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.
- B. In the case of a duplex with detached dwelling units, each street-facing façade that is can be seen from the street shall meet the standards in OCMC 17.14.030.

17.14.080 Residential lot tree requirements.

The intent of this section is to encourage the retention of trees, minimize the impact of tree loss during development and ensure a sustainable tree canopy in Oregon City at the time of construction. Though not required, the use of large native and heritage tree species is recommended as detailed in this section. In no case shall any plant listed as a nuisance, invasive or problematic species on any regionally accepted plant list be used.

- A. **Tree Requirement.** All single-family detached residential units and middle housing developments shall comply with the requirements of this section. This requirement may be met using one or any combination of the three options below (tree preservation, tree planting, or tree fund). Table 17.14.080.A identifies the minimum number of inches of tree diameter per lot that shall be preserved, planted or paid into the tree fund. Adjustments from this section are prohibited. The applicant shall submit a residential tree plan for Options 1 and 2 demonstrating compliance with the requirements of this section.

**Table 17.14.080.A
Tree Requirements**

Lot Size (square feet)	Tree Diameter Inches Required to be Protected, Planted or Paid into Tree Fund
0—4,999	4"
5,000—7,999	6"
8,000—9,999	8"
10,000—14,999	10"
15,000 +	12"

1. **Tree Preservation.** The size of existing trees to be preserved shall be measured as diameter at breast height (DBH).
 - a. This standard shall be met using trees that are located on the lot. When this option is used, a tree preservation plan is required.
 - b. Trees to be preserved may be located anywhere on the lot, and shall be a minimum of two inches' caliper DBH.
 - c. **Large Native or Heritage Tree Incentive.** If a tree is preserved that is selected from the list in Table 17.14.080.A.2, the diameter of the tree may be doubled when demonstrating compliance with the minimum tree requirements indicated in Table 17.14.080.A. For example, an Oregon White Oak with a two-inch caliper at DBH may count as a tree diameter of four inches.
2. **Tree Planting.** All planted trees shall measure a minimum two-inch caliper at six inches above the root crown. When this option is used, a tree planting plan is required.
 - a. Trees may be planted anywhere on the lot as space permits.
 - b. **Large Native or Heritage Tree Incentive.** If a tree is planted that is selected from the list in Table 17.14.080.A.2, the diameter of the tree may be doubled when demonstrating compliance with the minimum tree requirements indicated in Table 17.14.080.A. For example, an Oregon White Oak with a two-inch caliper at six inches above the root crown may count as a tree diameter of four inches.

**Table 17.14.080.A.2
Large Native and Heritage Tree List**

Common Name	Scientific Name
Oregon White Oak	Quercus garryana
Pacific willow	Salix lucida spp. lasiandra

Western red cedar	Thuja plicata
Western hemlock	Tsuga heterophylla
Northern Red Oak	Quercus rubra
Bur Oak	Quercus macrocarpa
Bigleaf Maple	Acer macrophyllum
Grand Fir	Abies grandis
Douglas Fir	Pseudotsuga menziesii
American Elm hybrids (disease resistant)	Ulmus spp.
Western yew	Taxus brevifolia

3. Tree Fund. This option may be used where site characteristics or construction preferences do not support the preservation or planting options identified above. The community development director may approve this option in-lieu-of or in addition to requirements of Option 1 and/or 2 above. The community development director may approve the payment of cash-in-lieu into a dedicated fund for the remainder of trees that cannot be replanted in the manner described above. The large native or heritage tree incentive does not apply when using this option to calculate the number of required inches.
- The cash-in-lieu payment per tree shall utilize the adopted fee schedule when calculating the total tree fund payment.
 - The amount to be paid to the tree fund shall be calculated by subtracting the total inches of trees preserved and planted per subsection 1 and 2 above from the minimum tree diameter inches required in Table 17.14.080.A, dividing the sum by two inches and multiplying the remainder by the adopted fee from the Oregon City fee schedule. For example:

Lot Size	a. Tree Requirement per Table 17.14.080.A (inches)	b. Trees Preserved (inches)	c. Trees Planted (inches)	d. To be mitigated (inches) a.—b.—c.	Number of trees owed to tree fund. d./2" minimum caliper tree
10,000—14,999	10"	2"	4"	4"	2

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

17.14.090 Street trees.

All new single-family detached residential units and middle housing developments, or additions of twenty-five percent or more of the existing square footage of the residence (including the living space and garage(s)) shall install one street tree in accordance with OCMC 12.08 if there is not at least one existing street tree for every thirty-five feet of property frontage.

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

Chapter 17.16 MIDDLE HOUSING DESIGN STANDARDS

17.16.010 Purpose.

The intention of these standards is to promote quality middle housing developments that include - physical and visual connection between units and the street, enhance the streetscape with attractive and varied front facades, minimize the prominence of garages and off-street parking areas, and promote compatibility with the surrounding neighborhood.

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

17.16.020 Applicability.

The standards of this chapter apply to townhouses, triplexes, quadplexes, and cottage clusters in any zone. The applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application.

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

17.16.025 Review process.

Applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application. Modifications to these standards are processed as a Type II administrative variance or may be requested as part of a concurrent Type II, III or IV land use application.

17.16.030 Townhouse design standards.

- A. Townhouses shall meet the dimensional and density standards of the underlying zoning district.
- B. Each townhouse shall comply with the residential design options in OCMC 17.14.030. For purposes of applying the standards in OCMC 17.14.030, the garage width shall be measured based on the foremost four feet of the interior garage walls.
- C. No more than six consecutive townhouses that share a common wall are allowed.
- D. The main entrance of each townhouse must:
 - 1. Be within eight feet of the longest street-facing wall of the dwelling unit, if the lot has public street frontage; and
 - 2. Either:
 - a. Face the street (see Figure 17.16.030.D.1);
 - b. Be at an angle of up to forty five degrees from the street (see Figure 17.16.030.D.2);
 - c. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides (see Figure 17.16.030.D.3); or
 - d. Open onto a porch that is at least twenty five square feet in area, and that has at least one entrance facing the street or have a roof (see Figure 17.16.030.D.4).

Figure 17.16.030.D.1

Main Entrance Facing the Street

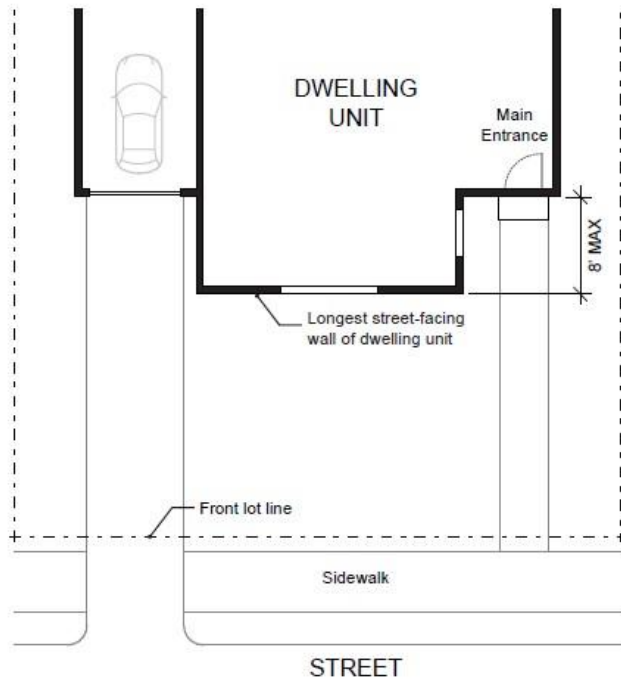


Figure 17.16.030.D.2
Main Entrance at Forty Five Degree Angle from the Street

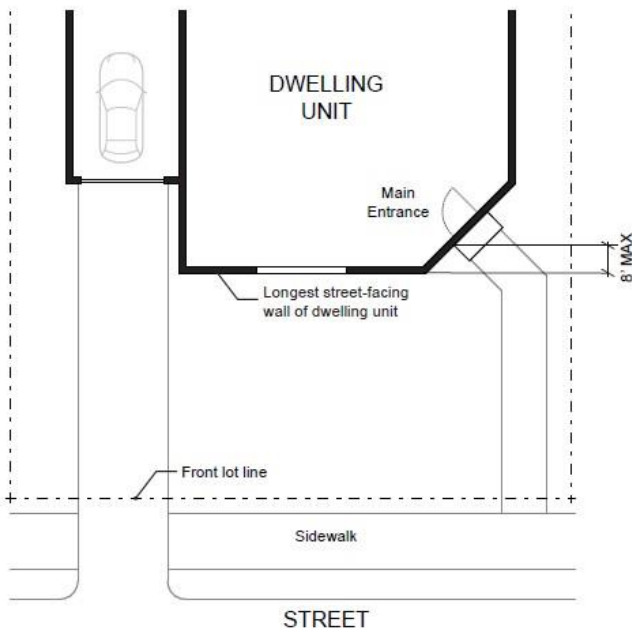


Figure 17.16.030.D.3
Main Entrance Facing Common Open Space

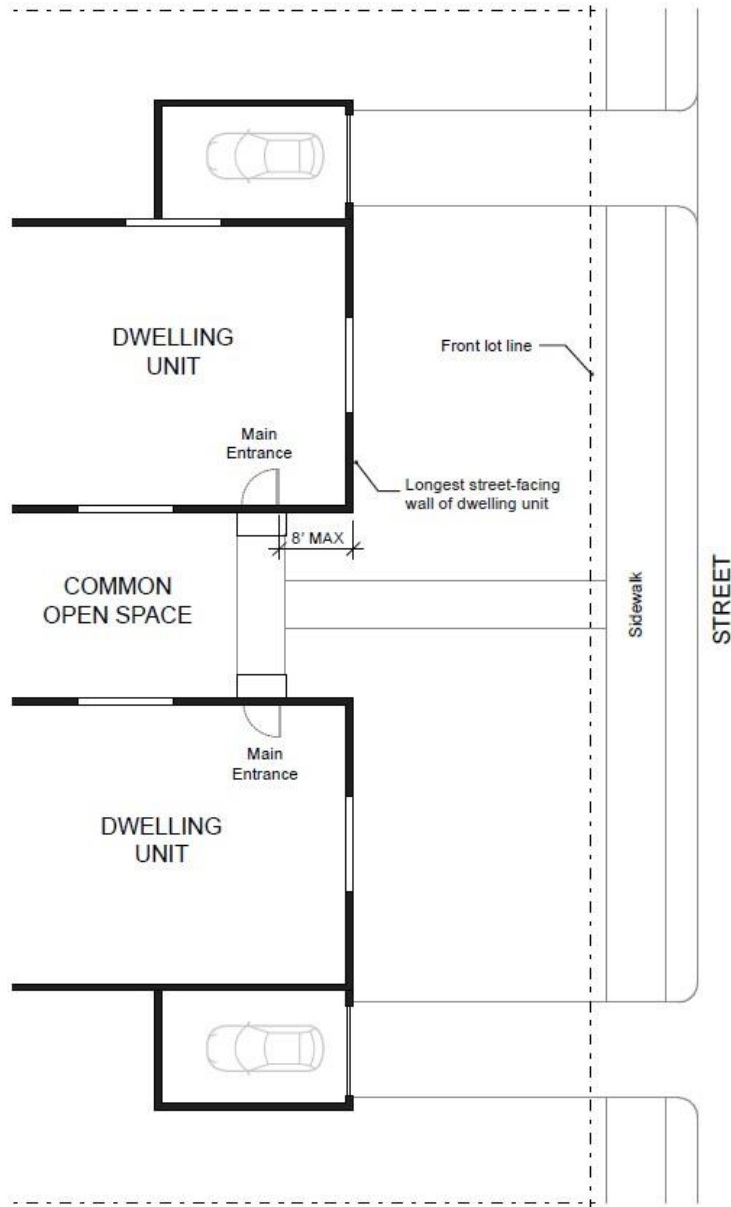
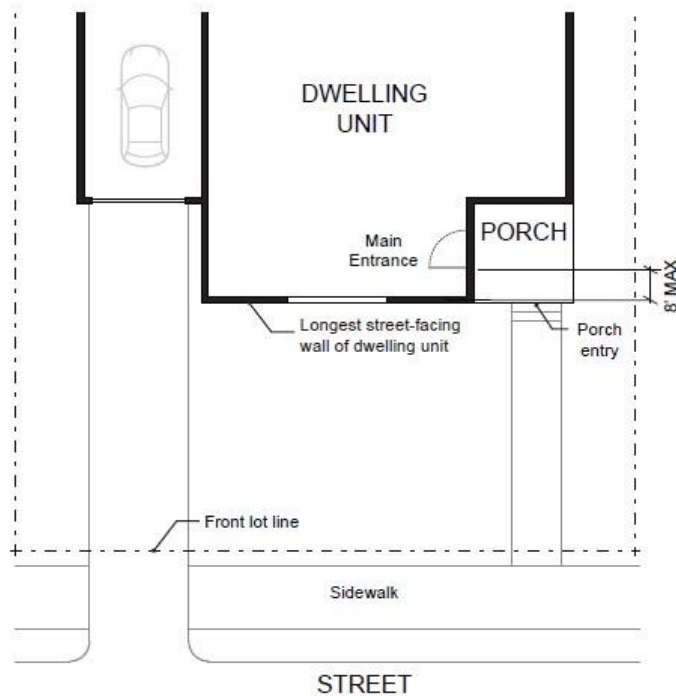


Figure 17.16.030.D.4
Main Entrance Opening onto a Porch



- E. Driveway access and parking shall comply with OCMC 17.16.040.
- F. Townhouses shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

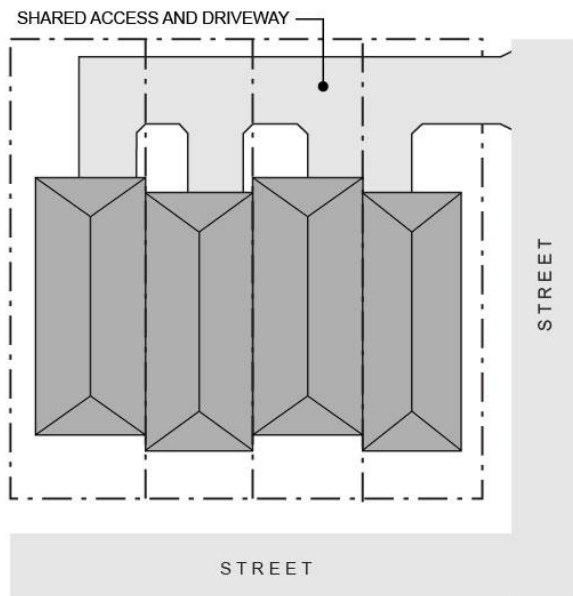
(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.16.040 Townhouse driveway access and parking.

- A. Where townhouses have frontage on a public street, garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveway accesses in front of a townhouse are permitted in compliance with the following standards (see Figure 17.16.030.E.1):
 - 1. All driveways shall comply with OCMC 16.12.035.
 - 2. Outdoor on-site parking and maneuvering areas shall not exceed twelve feet wide on any lot; ~~and~~
 - a. For two abutting lots in the same townhouse project, driveways are encouraged to be paired and abut along the lot line to create one shared driveway approach ~~meeting all other standards of~~ OCMC 16.12.035.
 - 3. The garage width shall not exceed twelve feet.
 - 4. Each townhouse lot shall have a street frontage on a local street.
- B. Garages not on the front façade and townhouses which do not include off-street parking in the front yard are permitted in compliance with the following standards. The following driveway access and parking standards may also be voluntarily utilized for townhouses that could otherwise meet the standards in OCMC 17.16.040.A:

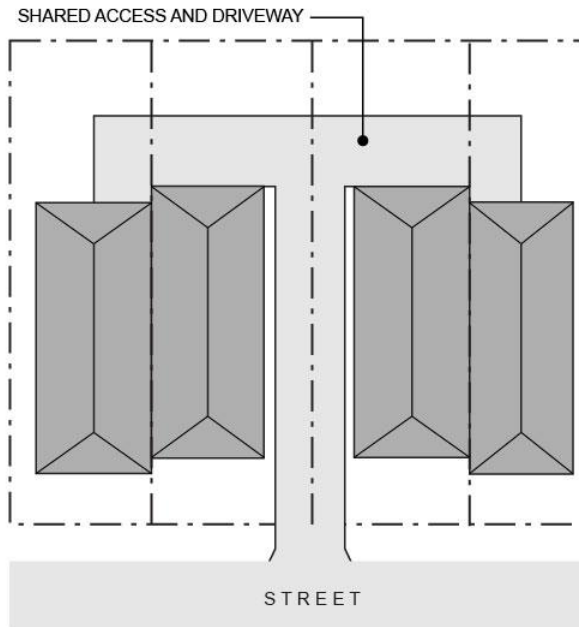
1. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.
2. Development that includes a corner lot shall take access from a single driveway on the side of the corner lot. The city engineer may alter this requirement based on street classifications, access spacing, or other provisions. See Figure 17.16.040.B.2.

Figure 17.16.040.B.2
Development with Corner Lot Access



3. Development that does not include a corner lot shall consolidate access for all lots into a single driveway. The access and driveway are not allowed in the area directly between the front façade and front lot line of any of the single-family attached dwellings. See Figure 17.16.040.B.3.

Figure 17.16.040.B.3
Development with Consolidated Access



4. A development that includes consolidated access or shared driveways shall record access easements to allow normal vehicular access and emergency access.
 - C. Developments served by an alley providing access to the rear yard are exempt from compliance with OCMC 17.16.040.A and 17.16.040.B.
 - D. Driveways shall comply with the standards of OCMC 16.12.035.
- (Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.16.060 Triplex and quadplex development requirements.

- A. Triplexes and quadplexes shall meet the dimensional and density standards of the underlying zoning district.
- B. Each triplex or quadplex shall comply with the residential design options in OCMC 17.14.030. For purposes of applying the standards in OCMC 17.14.030, the width of any garage(s) shall be measured based on the foremost four feet of the interior walls of the garage(s).
- C. At least one main entrance for each triplex or quadplex structure must:
 1. Be within eight feet of the longest street-facing wall of the dwelling unit, if the lot has public street frontage; and
 2. Either:
 - a. Face the street (see Figure 17.16.030.D.1);
 - b. Be at an angle of up to forty-five degrees from the street (see Figure 17.16.030.D.2);
 - c. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides (see Figure 17.16.030.D.3); or
 - d. Open onto a porch that is at least twenty five square feet in area, and that has at least one entrance facing the street or have a roof (see Figure 17.16.030.D.4).

- D. In residential zones, garages on the front façade and off-street parking areas in the front yard, are permitted in compliance with the following standards:
 - 1. Outdoor on-site parking and maneuvering areas shall not exceed a total of forty feet wide or fifty percent of the lot frontage, whichever is less; and
 - 2. The combined width of all garages shall not exceed forty feet or fifty percent of the lot frontage, whichever is less.
- E. In mixed-use and commercial zones, parking aisles or areas shall be located behind the building façade that is closest to the street, below buildings, or on one or both sides of buildings, except where the following conditions exist:
 - 1. The site does not abut a collector or arterial street (i.e. the site abuts a local street);
 - 2. The site is not a corner lot; and
 - 3. There is an existing topographic constraint that precludes locating the parking area in conformance with this standard.
- F. Triplexes and quadplexes shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.
- G. The creation of a triplex or quadplex through conversion of an existing single-family detached residential unit is exempt from the standards of this section.

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

17.16.065 Detached triplexes

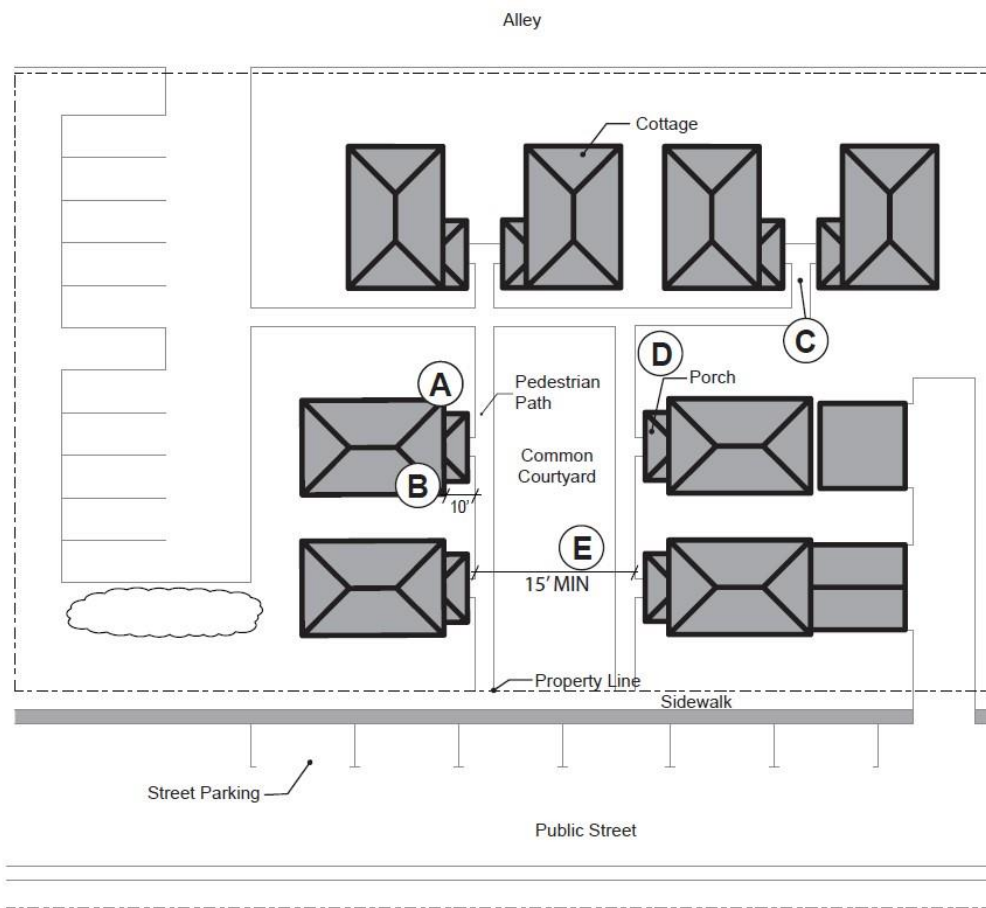
- A. Triplexes consisting of three detached dwelling units, or one detached and two attached dwelling units, are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.
- B. In the case of a triplex with detached dwelling units, each street-facing façade that is not separated from the street property line by a dwelling shall meet the standards in OCMC 17.14.030.
- C. Any detached dwelling unit that is not separated from the street property line by a dwelling along more than 50 percent of its street-facing façade shall provide at least one main entrance meeting the standards of OCMC 17.16.060.C.

17.16.070 Cottage clusters.

- A. Intent.
 - 1. To provide a variety of housing types that respond to changing household sizes and ages, including but not limited to retirees, small families, and single-person households.
 - 2. To encourage creation of more usable open space for residents of the development through flexibility in density and lot standards.
 - 3. To ensure that the overall size and visual impact of the cluster development be comparable to standard residential development, by balancing bulk and mass of individual residential units with allowed intensity of units.
 - 4. To provide centrally located and functional common open space that fosters a sense of community and a sense of openness in cluster housing developments.
 - 5. To ensure minimal visual impact from vehicular use and storage areas for residents of the cluster housing development as well as adjacent properties.

- B. Density Standards. Cottage clusters shall meet the density standards of the underlying zoning district.
- C. Dimensional Standards. Cottage clusters shall meet the dimensional standards of the underlying zoning district and the following standards.
 - 1. Maximum building footprint: Nine hundred square feet per cottage cluster unit.
 - 2. Maximum average gross floor area: One thousand square feet per cottage cluster unit.
 - 3. Maximum gross floor area: One thousand five hundred square feet per cottage cluster unit.
 - 4. Setbacks for accessory buildings shall comply with OCMC 17.54.010.
 - 5. Minimum distance separating cottage cluster units (excluding attached dwellings and accessory structures): Ten feet.
 - 6. Cottage clusters shall contain a minimum of four and a maximum of twelve cottage cluster units per cluster to encourage a sense of community among the residents. A development site may contain more than one cluster, however only one cluster of up to twelve units per lot is eligible to utilize the middle housing land division process in OCMC 16.24.
- D. Cottage Orientation. Cottages must be clustered around a common courtyard, meaning they abut the associated common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 17.16.070.D):
 - 1. Each cottage cluster unit within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
 - 2. A minimum of fifty percent of cottage cluster units within a cluster must be oriented to the common courtyard and must:
 - a. Have a main entrance facing the common courtyard;
 - b. Be within ten feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
 - c. Be connected to the common courtyard by a pedestrian path.
 - 3. Cottages within twenty feet of a street property line may have their entrances facing the street.
 - 4. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 17.16.070.D
Cottage Cluster Orientation and Common Courtyard Standards



- (A)** A minimum of 50% of cottages must be oriented to the common courtyard.
- (B)** Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
- (C)** Cottages must be connected to the common courtyard by a pedestrian path.
- (D)** Cottages must abut the courtyard on at least two sides of the courtyard.
- (E)** The common courtyard must be at least 15 feet wide at its narrowest width.

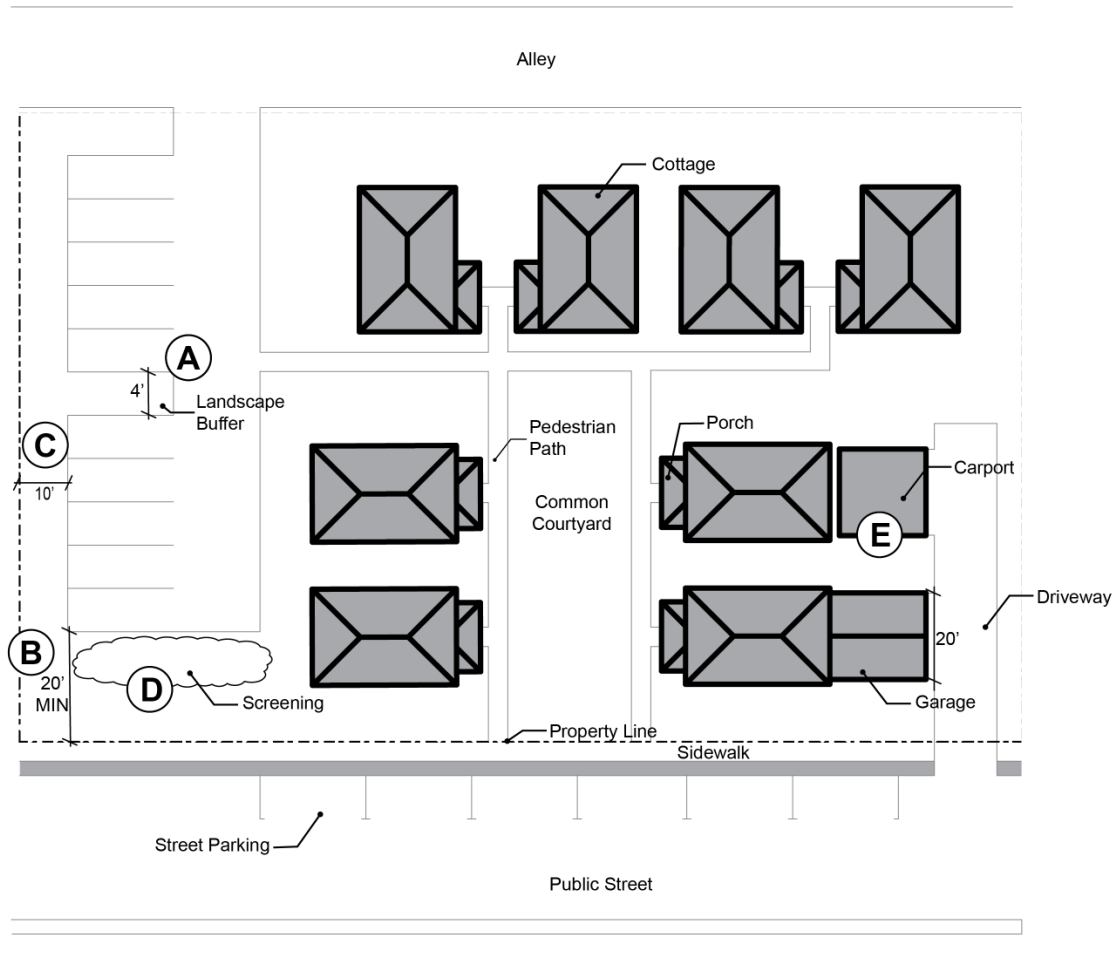
E. Common Courtyard Design Standards.

1. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents.

1. The required minimum common courtyard is one hundred fifty square feet per cottage cluster unit;
2. Common courtyards must meet the following standards (see Figure 17.16.070.D):
 - a. The common courtyard must be a single compact, contiguous, central open space that:
 - i. For clusters of 4-6 units: has a minimum dimension of fifteen feet.
 - ii. For clusters of 7-12 units: has a minimum dimension of twenty-five feet.
 - iii. Abuts at least fifty percent of the cottage cluster units in the cottage cluster
 - b. The common courtyard shall be developed with a mix of landscaping and lawn area, recreational amenities, hard-surfaced pedestrian paths, and/or paved courtyard area. Impervious elements of the common open space shall not exceed seventy-five percent of the total common courtyard area.
 - c. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.
- F. Pedestrian Access. An accessible, hard-surfaced pedestrian path that is a minimum of four feet wide must be provided that connects the main entrance of each cottage cluster unit to the following:
 1. The common courtyard;
 2. Shared parking areas;
 3. Community buildings; and
 4. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
- G. Community Buildings. Cottage clusters may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. Community buildings must meet the following standards:
 1. A cottage cluster is permitted one community building, which shall count towards the maximum one thousand square feet average floor area limitation,
 2. A community building that meets the definition of a dwelling unit must meet the maximum nine hundred square foot building footprint limitation that applies to cottage dwelling units, unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.
- H. Dwelling Types.
 1. In the R-10, R-8 and R-6 zones: In addition to detached cottage cluster units groups of up to two units attached together are permitted in a cottage cluster
 2. In the R-5 and R-3.5 zones: In addition to detached cottage cluster units, groups of up to four units attached together are permitted in a cottage cluster.
 3. In the R-2 zone: In addition to detached cottage cluster units, groups of up to six units attached together, are permitted in a cottage cluster
 4. Accessory dwelling units are not permitted as part of a cottage cluster.
- I. Each cottage cluster unit within twenty feet of a street property line shall comply with the residential design options in OCMC 17.14.030.
- J. Parking shall be provided pursuant to the following requirements (see Figure 17.16.070.J):
 1. Parking shall be provided at a ratio of one parking space per dwelling unit minimum and 2.5 spaces per dwelling unit maximum.

2. All parking shall be located on-site and shall not include shared parking or on-street spaces as allowed by OCMC 17.52.020.B.
3. Landscaping, fencing, or walls at least three feet tall shall separate parking areas and parking structures from common courtyards and public streets.
4. Parking shall be located in clusters of not more than five adjoining spaces (except where parking areas are adjacent to an alley).
5. Parking clusters shall be separated by a landscaping planter that is a minimum of four feet in width.
6. Parking spaces and vehicle maneuvering areas are prohibited:
 - a. In the front, interior or and side yard setback areas.
 - b. Within twenty feet of any street property line or within ten feet of any other property line, except alley property lines.
 - c. Between a street property line (excluding an alley) and the front façade of cottages located closest to the street property line.
7. Drive aisles and access driveways are allowed in the side or rear yard setback, and within ten feet of other property lines.
8. Detached parking structures/garages shall be six hundred square feet or less if shared by more than one cottage cluster unit, or four hundred square feet or less if exclusively used by a single cottage cluster unit. Such detached parking structures/garages shall not be counted as part of the allowed average or maximum gross floor area or building footprint of the cottage cluster units.
9. Garages may be attached to cottage cluster units. Such garages shall not abut common open spaces, shall have garage doors of ten feet or less in width shall not exceed two hundred square feet of gross floor area. The gross floor area of the garage shall not count towards the allowed average or maximum gross floor area or building footprint of the cottage cluster unit.
10. Driveways shall comply with OCMC 16.12.035.

Figure 17.16.070.J
Cottage Cluster Parking Design Standards



- (A)** Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- (B)** No parking or vehicle area within 20 feet from street property line (except alley).
- (C)** No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- (D)** Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- (E)** Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

K. Fences.

1. All fences shall be no more than forty-two inches in height, except that fences within one foot of the side or rear property line and outside of the front setback area may be no more than six feet in height.
2. Chain link fences shall not be allowed.

- L. Existing Dwelling Unit On-Site. One existing single-family detached residential unit incorporated into a cottage cluster-that does not meet the requirements of this section is permitted to remain on a site developed for cottage cluster-and shall be considered a unit in the development. The size of the existing single-family detached residential unit may exceed the maximum building footprint and maximum gross floor area, and shall not be part of the average gross floor area calculations. The existing single-family detached residential unit shall be excluded from the calculation of orientation toward the common courtyard. Modifications or additions to the existing dwelling unit not consistent with the provisions of this section shall not be permitted.

17.16.080 Sufficient infrastructure.

- A. For all triplexes, quadplexes, townhouses and cottage clusters in residential zones, the city shall work with the applicant to ensure that sufficient infrastructure will be provided, or can be provided, to include:
1. Connection to a public wastewater system capable of meeting established service levels.
 2. Connection to a public water system capable of meeting established service levels.
 3. Access via public or private streets meeting adopted emergency vehicle access standards to a city's public street system.
 4. Storm drainage facilities capable of meeting established service levels for storm drainage.

Chapter 17.29 MUC MIXED-USE CORRIDOR DISTRICT

17.29.010 Designated.

The mixed-use corridor (MUC) district is designed to apply along selected sections of transportation corridors such as Molalla Avenue, 7th Street, Beavercreek Road, and along Warner-Milne Road. Land uses are characterized by high-volume establishments such as retail, service, office, multi-family residential, lodging, recreation and meeting facilities, or a similar use as defined by the community development director. A mix of high-density residential, office, and small-scale retail uses are encouraged in this district. Moderate density (MUC-1) and high density (MUC-2) options are available within the MUC zoning district. The area along 7th Street is an example of MUC-1, and the area along Warner-Milne Road is an example of MUC-2.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.020 Permitted uses—MUC-1 and MUC-2.

- A. Banquet, conference facilities and meeting rooms.
- B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities.
- C. Child care centers and/or nursery schools.
- D. Indoor entertainment centers and arcades.
- E. Health and fitness clubs.
- F. Medical and dental clinics, outpatient; infirmary services.
- G. Museums, libraries and cultural facilities.
- H. Offices, including finance, insurance, real estate and government.
- I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday.
- J. Postal services.
- K. Parks, playgrounds, playfields and community or neighborhood centers.
- L. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment.
- M. Multi-family residential, triplexes and quadplexes.
- N. One or two dwelling units in conjunction with a nonresidential use, provided that the residential use occupies no more than fifty percent of the total square footage of the development.
- O. Restaurants, eating and drinking establishments without a drive-through.
- P. Services, including personal, professional, educational and financial services; laundry and dry-cleaning.
- Q. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores, marijuana, and similar, provided the maximum footprint for a standalone building with a single store or multiple buildings with the same business does not exceed sixty thousand square feet.
- R. Seasonal sales.
- S. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state.

- T. Studios and galleries, including dance, art, photography, music and other arts.
- U. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers.
- V. Veterinary clinics or pet hospitals, pet day care.
- W. Home occupations.
- X. Research and development activities.
- Y. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed.
- Z. Transportation facilities.
- AA. Live/work dwellings.
- BB. Accessory dwelling unit in conjunction with a legally established non-conforming single-family dwelling.
- CC. Duplex.
- DD. After-hours public parking.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 13-1017, § 1(Exh. 1), 4-16-2014; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1005, § 1(Exh. A), 5-2-2018; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.030 Conditional uses—MUC-1 and MUC-2 zones.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

- A. Drive-through facilities;
- B. Emergency service facilities (police and fire), excluding correctional facilities;
- C. Gas stations;
- D. Outdoor markets that do not meet the criteria of OCMC 17.29.020.I;
- E. Public utilities and services including sub-stations (such as buildings, plants and other structures);
- F. Public and/or private educational or training facilities;
- G. Religious institutions;
- H. Retail trade, including gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores and any other use permitted in the neighborhood, historic or limited commercial districts that have a footprint for a standalone building with a single store in excess of sixty thousand square feet in the MUC-1 or MUC-2 zone;
- I. Hospitals;
- J. Parking not in conjunction with a primary use on private property, excluding after-hours public parking;
- K. Passenger terminals, excluding bus stops;
- L. Shelters.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.040 Prohibited uses in the MUC-1 and MUC-2 zones.

The following uses are prohibited in the MUC district:

- A. Distributing, wholesaling and warehousing;
- B. Outdoor storage;
- C. Outdoor sales that are not ancillary to a permitted use on the same or abutting property under the same ownership;
- D. Correctional facilities;
- E. Heavy equipment service, repair, sales, storage or rentals (including but not limited to construction equipment and machinery and farming equipment);
- F. Kennels;
- G. Motor vehicle and recreational vehicle sales and incidental service;
- H. Motor vehicle and recreational vehicle repair/service;
- I. Self-service storage facilities;
- J. Marijuana production, processing, wholesaling, research, testing, and laboratories;
- K. Mobile food units, except with a special event permit.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1017, § 1(Exh. 1), 4-16-2014; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.050 Dimensional standards—MUC-1.

- A. Minimum lot areas: None.
 - B. Maximum building height: Forty feet or three stories, whichever is less.
 - C. Minimum required setbacks if not abutting a residential zone: None.
 - D. Minimum required interior and rear yard setbacks if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every one foot of building height over thirty-five feet.
 - E. Maximum allowed setbacks.
 - 1. Front yard: Five feet.
 - 2. Interior side yard: None.
 - 3. Corner side setback abutting street: Thirty feet.
 - 4. Rear yard: None.
- Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.
- F. Maximum lot coverage of the building and parking lot: Eighty percent.
 - G. Minimum required landscaping (including landscaping within a parking lot): Twenty percent.
 - H. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a mixed-use configuration or to live/work dwellings.
 - I. Standalone residential development of fewer than five units are exempt from maximum setbacks and minimum density requirements of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.29.060 Dimensional standards—MUC-2.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.25.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Sixty feet.
- E. Minimum required setbacks if not abutting a residential zone: None.
- F. Minimum required interior and rear yard setbacks if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every two feet of building height over thirty-five feet.
- G. Maximum Allowed Setbacks.
 - 1. Front yard: Five feet.
 - 2. Interior side yard: None.
 - 3. Corner side yard abutting street: Twenty feet.
 - 4. Rear yard: None.
- H. Maximum site coverage of building and parking lot: Ninety percent.
- I. Minimum landscaping requirement (including parking lot): Ten percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a mixed-use configuration or to live/work dwellings.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.070 Floor area ratio (FAR).

Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.

- A. The minimum floor area ratios contained in OCMC 17.29.050 and 17.29.060 apply to all nonresidential and mixed-use building development, except standalone commercial buildings less than ten thousand square feet in floor area.
- B. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.
- C. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.080 Additional standards for Thimble Creek Concept Plan Area.

- A. Applicability. This section applies to all development in the MUC-2 district within the Thimble Creek Concept Plan Area.
- B. Relationship of Standards. These standards apply in addition to and supersede the standards of the MUC-2 zone within the Thimble Creek Concept Plan Area. In the event of a conflict, the standards of this section control.
- C. Uses.
 - 1. Light industrial uses limited to the design, light manufacturing, processing, assembly, packaging, fabrication and treatment of products made from previously prepared or semi-finished materials are permitted.
 - 2. The following permitted uses, alone or in combination, shall not exceed twenty percent of the total gross floor area of all of the other permitted and conditional uses within the development site. The total gross floor area of two or more buildings may be used, even if the buildings are not all on the same parcel or owned by the same property owner, as long as they are part of the net developable portion of contiguous mixed-use corridor zoned lands.
 - a. Restaurants, eating and drinking establishments;
 - b. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;
 - c. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores, marijuana, and similar, provided the maximum footprint for a standalone building with a single store does not exceed twenty thousand square feet; and
 - d. Grocery stores provided the maximum footprint for a standalone building does not exceed forty thousand square feet.
 - 3. Drive-throughs are prohibited.
 - 4. Gas stations are prohibited.
 - 5. Bed and breakfast and other lodging facilities for up to ten guests per night are a conditional use.
 - 6. Tax Lot 00800, located on Clackamas County Map #32E10C has a special provision to allow the multifamily residential use permitted as of July 31, 2020 as a permitted use. This property may only maintain and expand the current use.
- D. Dimensional Standards.
 - 1. Minimum floor area ratio (FAR) shall be 0.35.
 - 2. Maximum allowed setback for corner side yard abutting street shall be five feet.
- E. Residential Uses. All residential uses, except live/work units, are limited to upper stories only, and may only be proposed as part of a single development application incorporating nonresidential uses allowed in the MUC-2 district on the ground floor.

(Ord. No. 21-1006, § 1(Exh. A), 7-1-2020)

Chapter 17.34 MUD MIXED-USE DOWNTOWN DISTRICT

17.34.010 Designated.

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use. This district includes a downtown design district overlay for the historic downtown area. Retail and service uses on the ground floor and office and residential uses on the upper floors are encouraged in this district. The design standards for this sub-district require a continuous storefront façade featuring streetscape amenities to enhance the active and attractive pedestrian environment.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.020 Permitted uses.

Permitted uses in the MUD district are defined as:

- A. Banquet, conference facilities and meeting rooms;
- B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities;
- C. Child care centers and/or nursery schools;
- D. Indoor entertainment centers and arcades;
- E. Health and fitness clubs;
- F. Medical and dental clinics, outpatient; infirmary services;
- G. Museums, libraries and cultural facilities;
- H. Offices, including finance, insurance, real estate and government;
- I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday;
- J. Postal services;
- K. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment;
- L. Multi-family residential, triplexes and quadplexes;
- M. One or two units in conjunction with a nonresidential use provided that the residential use occupies no more than fifty percent of the total square footage of the development;
- N. Restaurants, eating and drinking establishments without a drive-through;
- O. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;
- P. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores provided the maximum footprint of a freestanding building with a single store does not exceed sixty thousand square feet (a freestanding building over sixty thousand square feet is allowed as long as the building contains multiple stores);

- Q. Seasonal sales;
- R. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state;
- S. Studios and galleries, including dance, art, photography, music and other arts;
- T. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers;
- U. Veterinary clinics or pet hospitals, pet day care;
- V. Home occupations;
- W. Research and development activities;
- X. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed;
- Y. Transportation facilities;
- Z. Live/work dwellings;
- AA. After-hours public parking;
- BB. Marinas;
- CC. Religious institutions;
- DD. Mobile food units outside of the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.030 Conditional uses.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

- A. Drive-through facilities;
- B. Emergency services;
- C. Hospitals;
- D. Outdoor markets that do not meet the criteria of OCMC 17.34.020.I;
- E. Parks, playgrounds, play fields and community or neighborhood centers;
- F. Parking structures and lots not in conjunction with a primary use on private property, excluding after-hours public parking;
- G. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies and specialty stores in a freestanding building with a single store exceeding a foot print of sixty thousand square feet;
- H. Public facilities such as sewage and water treatment plants, water towers and recycling and resource recovery centers;
- I. Public utilities and services such as pump stations and sub-stations;
- J. Distributing, wholesaling and warehousing;
- K. Gas stations;

- L. Public and or private educational or training facilities;
- M. Stadiums and arenas;
- N. Passenger terminals (water, auto, bus, train), excluding bus stops;
- O. Recycling center and/or solid waste facility;
- P. Shelters, except within the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.040 Prohibited uses.

The following uses are prohibited in the MUD district:

- A. Kennels;
- B. Outdoor storage and sales, not including outdoor markets allowed in OCMC 17.34.030;
- C. Self-service storage;
- D. Single-family detached residential units, townhouses and duplexes;
- E. Motor vehicle and recreational vehicle repair/service;
- F. Motor vehicle and recreational vehicle sales and incidental service;
- G. Heavy equipment service, repair, sales, storage or rental (including but not limited to construction equipment and machinery and farming equipment);
- H. Marijuana production, processing, wholesaling, research, testing, and laboratories;
- I. Mobile food units within the downtown design district unless a special event has been issued.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.050 Pre-existing industrial uses.

Tax lot 5400 located at Clackamas County Tax Assessors Map #22E20DD, Tax Lots 100 and two hundred located on Clackamas County Tax Assessors Map #22E30DD and Tax Lot 700 located on Clackamas County Tax Assessors Map #22E29CB have special provisions for industrial uses. These properties may maintain and expand their industrial uses on existing tax lots. A change in use is allowed as long as there is no greater impact on the area than the existing use.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.060 Mixed-use downtown dimensional standards—For properties located outside of the downtown design district.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.30.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Seventy-five feet, except for the following location where the maximum building height shall be forty-five feet:

1. Properties between Main Street and McLoughlin Boulevard and 11th and 16th streets;
 2. Property within five hundred feet of the End of the Oregon Trail Center property; or
 3. Property abutting single-family detached or attached units.
- E. Minimum required setbacks, if not abutting a residential zone: None.
- F. Minimum required interior side yard and rear yard setback if abutting a residential zone: Fifteen feet, plus one additional foot in yard setback for every two feet in height over thirty-five feet.
- G. Maximum Allowed Setbacks.
1. Front yard: Twenty feet.
 2. Interior side yard: No maximum.
 3. Corner side yard abutting street: Twenty feet.
 4. Rear yard: No maximum.
 5. Rear yard abutting street: Twenty feet.
- H. Maximum site coverage including the building and parking lot: Ninety percent.
- I. Minimum landscape requirement (including parking lot): Ten percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.
- K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.070 Mixed-use downtown dimensional standards—For properties located within the downtown design district.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.5.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Fifty-eight feet.
- E. Minimum required setbacks, if not abutting a residential zone: None.
- F. Minimum required interior and rear yard setback if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every three feet in building height over thirty-five feet.
- G. Maximum Allowed Setbacks.
1. Front yard setback: Ten feet.
 2. Interior side yard setback: No maximum.
 3. Corner side yard setback abutting street: Ten feet.
 4. Rear yard setback: No maximum.
 5. Rear yard setback abutting street: Ten feet.

Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.

- H. Maximum site coverage of the building and parking lot: Ninety-five percent.
- I. Minimum landscape requirement (including parking lot): Five percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.
- K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.34.080 Explanation of certain standards.

- A. Floor Area Ratio (FAR).
 - 1. Purpose. Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.
 - 2. Standards.
 - a. The minimum floor area ratios contained in OCMC 17.34.060 and 17.34.070 apply to all nonresidential and mixed-use building developments.
 - b. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.
 - c. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.
- B. Building Height.
 - 1. Purpose.
 - a. The Masonic Hall is currently the tallest building in downtown Oregon City, with a height of fifty-eight feet measured from Main Street. The maximum building height limit of fifty-eight feet will ensure that no new building will be taller than the Masonic Hall.
 - b. A minimum two-story (twenty-five feet) building height is established for the downtown design district overlay sub-district to ensure that the traditional building scale for the downtown area is maintained.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

Chapter 17.60 VARIANCES¹

17.60.010 Authority.

According to procedures set forth in OCMC 17.60.030, the planning commission or the community development director may authorize variances from the requirements of this title. In granting a variance, the planning commission or community development director may attach conditions to protect the best interests of the surrounding property or neighborhood and otherwise achieve the purposes of this title. No variances shall be granted to allow the use of property for a purpose not authorized within the zone in which the proposed use would be located.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.60.020 Variances—Procedures.

- A. A request for a variance shall be initiated by a property owner or authorized agent by filing an application with the city recorder. The application shall be accompanied by a site plan, drawn to scale, showing the dimensions and arrangement of the proposed development. When relevant to the request, building plans may also be required. The application shall note the zoning requirement and the extent of the variance requested. Procedures shall thereafter be held under Chapter 17.50. In addition, the procedures set forth in subsection D of this section shall apply when applicable.
- B. A nonrefundable filing fee, as listed in OCMC 17.50.080, shall accompany the application for a variance to defray the costs.
- C. Before the planning commission may act on a variance, it shall hold a public hearing thereon following procedures as established in Chapter 17.50. A variance shall address the criteria identified in OCMC 17.60.030, Variances—Grounds.
- D. Minor variances, as defined in subsection E of this section, shall be processed as a Type II decision, shall be reviewed pursuant to the requirements in OCMC 17.50.030.B, and shall address the criteria identified in OCMC 17.60.030, Variance—Grounds.
- E. For the purposes of this section, minor variances shall be defined as follows:
 - 1. Variances to setback and yard requirements to allow additions to existing buildings so that the additions follow existing building lines;
 - 2. Variances to width, depth and frontage requirements of up to twenty percent;
 - 3. Variances to residential yard/setback requirements of up to twenty-five percent;
 - 4. Variances to nonresidential yard/setback requirements of up to ten percent;
 - 5. Variances to lot area requirements of up to five percent;

¹Editor's note(s)—Ord. No. 08-1014, adopted July 1, 2009, repealed Chapter 17.60 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, Chapter 17.60 pertained to similar subject matter. See Ordinance Disposition List for derivation.

6. Variance to lot coverage requirements of up to twenty-five percent;
7. Variances to the minimum required parking stalls of up to five percent; and
8. Variances to the floor area requirements and minimum required building height in the mixed-use districts.
9. Variances to design and/or architectural standards for single-family dwellings, duplexes, townhomes, accessory dwelling units, triplex, quadplexes, and cluster housing in OCMC 17.14, 17.16, 17.20, 17.21, and 17.22.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.60.030 Variance—Grounds.

A variance may be granted only in the event that all of the following conditions exist:

- A. That the variance from the requirements is not likely to cause substantial damage to adjacent properties by reducing light, air, safe access or other desirable or necessary qualities otherwise protected by this title;
- B. That the request is the minimum variance that would alleviate the hardship;
- C. Granting the variance will equal or exceed the purpose of the regulation to be modified.
- D. Any impacts resulting from the adjustment are mitigated;
- E. No practical alternatives have been identified which would accomplish the same purpose and not require a variance; and
- F. The variance conforms to the comprehensive plan and the intent of the ordinance being varied.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)



To: City Commission
From: Christina Robertson-Gardiner, Senior Planner
RE: Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001- HB 2001 Housing
Choice Code Update- Technical Revisions
Date: February 3, 2023

On June 1, 2022, the City Commission voted 4-0 to approve the second reading of ORDINANCE NO. 22-1001 for the HB 2001 Housing Choices Update and remand the LEG 22-001 to the October 24, 2022 Planning Commission Meeting to review the second package of outstanding policy questions.

Copies of the adopted code and application packets can be found by visiting the [Housing Choices Code Update project page](#). The [online municipal code](#) will be updated to include these changes in early 2023.

Hearings Process

The Package #2 code revision process generally followed the same method the Planning Commission utilized when adopting code revisions to the Thimble Creek Concept Plan area in 2019-2022. Policy topics will be assigned specific hearing dates in advance to allow Planning Commissioners, staff, and the public the ability to concentrate their efforts on a few issues at a time. Each topic will start with a presentation of background information from staff, a review of oral and written public comments on the topic, and a discussion of whether the policy question should be addressed through code revisions. If the Planning Commission provided direction on the policy question, A policy tracker was updated to reflect the Planning Commission's direction. Toward the end of the hearings process- the Planning Commission reviewed the entire proposal to ensure that there was consensus on the package being forwarded to the City Commission. The Planning Commission reviewed these topics from November 2022- January 2023.

Planning Commission Recommendation: *Accelerated Schedule For Technical Revisions*

Staff initially recommended, and the Planning Commission concurred that the following topics and revisions be forwarded to the City Commission for review at the next available City Commission Meeting. These revisions provide clarity to existing policies or are needed to process currently submitted building permit applications. The Planning Commission provided direction to Staff at the December 12, 2022 Hearing, with a formal vote at the January 9, 2023 Hearing, which provided the required 35 days' notice to the Department of Land Conservation and Development. At the January 9, 2023, Hearing, the Planning Commission voted 6-0 to forward this small package to the City Commission and continue the hearing to review the remainder of the policy topics.

Middle Housing Driveway Specifications

Coordinate with Public Works- Development Services to revise driveway widths to better align across code sections and meet policy goals. Please refer to the staff memo and Exhibit 1 December 5, 2022 Memo by Josh Wheeler, Assistant City Engineer.

Townhome Restriction in Middle Housing Land Division

Reduce the number of townhome units allowed through the Middle Housing Land Division process (four). Require review through the Subdivision or Expedite Land Division process for townhome proposals with more than four units.

Dimensional Standards Revisions for Mixed-Use Downtown and Mixed-Use Corridor Districts

Allowing an exemption of the maximum front yard setbacks and minimum density standards for standalone residential development of four units or less in the Mixed-Use Corridor and Mixed-Use Downtown Zoning Districts and creating a Type II Modification process for projects that need an adjustment to the middle housing design standards. Staff presented additional revisions at the February 1, 2023 City Commission meeting that directed middle housing and single family/duplex design standards to an existing administrative Variance process in OCMC 71.60 and removed the modification process.

Additional City Commission Direction.

At the February 1, 2023 City Commission meeting, staff presented an overview of the proposal and answered questions from the Commission. The Commission voted 5-0 to support the proposal with two additional revisions to OCMC 17.16 Middle Housing Design Standards 1. Correction of attached garage width from 20 feet to 10 feet, and 2. Larger open space width for larger cluster unit configuration (7+). These revisions have been added to Exhibit A of ORD 23-001.

Staff Report and Findings

The proposed technical revisions provide clarity to existing policies and adopted HB2001 code or address deficient processes in the code. The revisions either further reduce the barriers to building middle housing, codify existing driveway spacing policies, or provides clarity to the existing HB 2001 code approach that separates and clearly defines the approval process for small infill middle housing and larger development proposals. Please refer to the March 18, 2022GLUA 22-0002/LEG 22-0001 Staff Report for additional findings.

Public Comment: No public comment was received for items related to the proposed technical revisions.

Post Acknowledgment Plan Amendment (PAPA)

Proposed code language was sent to the Department for Land Conservation and Development (DLCD) for review as a Post Acknowledgment Plan Amendment (PAPA) 35 days before the 1st Planning Commission hearing on January 9, 2023. The original LEG 22-0001 submission and the PAPA for the technical amendments were submitted prior to the adoption of the recent Oregon City Comprehensive Plan. Therefore, the compliance review is based on the 2004 Comprehensive plan found in the attached staff report.

Exhibits

1. Proposed Redline Code
2. December 5, 2022 Memo by Josh Wheeler, Assistant City Engineer
3. LEG 22-0001 Staff Report

Planning Commission Agendas, Videos, and Memos

1. [October 24, 2022 Planning Commission Agenda](#)
 - a. Planning Commission Memo
2. [December 12, 2022 Planning Commission Agenda](#)
 - a. Planning Commission Memo
3. [January 9, 2023 Planning Commission Agenda](#)
 - a. Planning Commission Memo
4. [February 1, 2023 City Commission Agenda](#)

Oregon City Municipal Code
GLUA 22-0002/LEG 22-00001

Housing Choices Update
February 15, 2023 City Commission
Hearing

Code Amendments Package #2
Technical Revisions
Redline Copy

Ordinance No.23-0001

OCMC 16.12- Minimum Public Improvements and Design Standards for Development
OCMC 16.24- Middle Housing Land Division
OCMC 17.14 - Single-Family Detached and Duplex Residential Design Standards
OCMC 17.16 - Middle Housing Design Standards
OCMC 17.29- MUC Mixed-Use Corridor District
OCMC 17.34 - MUD Mixed-Use Downtown District
OCMC 17.60- Variances



Chapter 16.12 MINIMUM PUBLIC IMPROVEMENTS AND DESIGN STANDARDS FOR DEVELOPMENT¹

16.12.008 Definitions.

Whenever the words or terms and their derivatives are used in this chapter, they shall have the meaning herein ascribed to them as described in OCMC 17.04, unless the context dictates application of a different meaning.

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

16.12.010 Purpose and general provisions.

The purpose of this chapter is to identify the standards for development in and adjacent to spaces which benefit the public including right-of-way, access to the right-of-way, public off-street pedestrian and bicycle accessways, and easements. All development shall be in conformance with the policies and design standards established by this chapter and with applicable standards in the city's public facility master plans and city design standards and specifications. In reviewing applications for development, the city engineer shall take into consideration any approved development and the remaining development potential of adjacent properties. All street, water, sanitary sewer, storm drainage and utility plans associated with any development shall be reviewed and approved by the city engineer prior to construction. All streets, driveways or storm drainage connections to another jurisdiction's facility or right-of-way shall be reviewed by the appropriate jurisdiction as a condition of the preliminary plat and when required by law or intergovernmental agreement shall be approved by the appropriate jurisdiction.

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

16.12.011 Applicability.

- A. Compliance with this chapter is required for all development including land divisions, site plan and design review, master plan, detailed development plan and conditional use applications and all public improvements that are required in conjunction with a land use decision.
- B. Compliance with this chapter is also required for new construction or additions which exceed fifty percent of the existing square footage of all single-family detached residential and middle housing units' living space. Garages, carports, sheds, and porches may not be included in the calculation if these spaces are not living spaces. Accessory dwelling units are not subject to compliance with this chapter. All single-family detached residential and middle housing units shall provide any necessary dedications, easements or agreements as identified in the transportation system plan and this chapter, subject to constitutional limitations. In addition, the street frontage shall be improved to include the following priorities for improvements:
 - 1. Improve street pavement, construct curbs, gutters, sidewalks and planter strips; and
 - 2. Plant street trees.

The cost of compliance with the standards identified in subsections 16.12.011.B.1 and 16.12.011.B.2 is calculated based on the square footage valuation from the state of Oregon Building Codes Division and limited to

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 16.12 in its entirety to read as herein set out. Former Chapter 16.12, §§ 16.12.010—16.12.110, pertained to minimum improvements and design standards for land divisions, and derived from Ord. No. 08-1014, adopted July 1, 2009.

ten percent of the total construction costs. The value of the alterations and improvements is based on the total construction costs for a complete project rather than costs of various project component parts subject to individual building permits. The entire proposed construction project cost includes engineering and consulting fees and construction costs. It does not include permit fees, recording fees, or any work associated with drafting or recording dedications or easements.

C. Exemptions. The following are exempt from review by this chapter unless public improvements, driveways, PUEs, or other items regulated by this chapter are proposed:

1. Minor site plan and design review applications.
2. Work within the right-of-way.
3. Lot line adjustments and abandonments.
4. Public capital improvement projects.

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

16.12.012 Jurisdiction and management of the public rights-of-way.

The city has jurisdiction and exercises regulatory management over all public rights-of-way as defined and outlined within Chapter 12.04 of the Oregon City Municipal Code.

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

16.12.013 Modifications.

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

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

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

16.12.014 Administrative provisions.

An applicant shall submit the following items to the city and complete the following tasks prior to proceeding with construction of proposed development plans. These items include the following:

- A. Pre-design meeting;
- B. Final engineering plans, stamped and signed by an Oregon licensed professional engineer;
- C. Stormwater report, stamped and signed by an Oregon licensed professional engineer;
- D. Geotechnical report, stamped and signed by an Oregon licensed professional engineer (if applicable);
- E. Engineer's preliminary and final cost estimates (also may be known as engineer's opinion of probable construction cost);
- F. Plan check and inspection fees (as set by city resolution);
- G. Certificate of liability insurance for city funded public projects contracted by the city (not less than one million dollars single incident and two million dollars aggregate);
- H. Preconstruction meeting notes;
- I. Financial guarantee(s) per OCMC 17.50.140;
- J. Applicable approvals/permits from other agencies or entities;
- K. Developer/engineer agreement for public works improvements.

An applicant shall submit the following additional items to the city and complete the following tasks prior to completing construction of proposed development plans. These items include the following:

- L. Project engineer's certificate of completion;
- M. Stormwater operation and maintenance easement (if applicable);
- N. Deed of dedication (bargain and sale deed);
- O. Recorded plat and/or easements (if applicable);
- P. Recorded non-remonstrance covenant agreement;
- Q. Land division compliance agreement (if applicable);
- R. Permanent stabilization and/or restoration of the impact from the development;
- S. Fulfillment of all conditions of approval;
- T. Payment of all outstanding fees;
- U. Maintenance guarantee(s), per OCMC 17.50.141;
- V. Indemnity agreement (if applicable);
- W. Completed punchlist;
- X. As-built drawings;

Details on individual items required by this subsection can be obtained by contacting public works. Many items, such as the engineer's cost estimate and plan check and inspection fee, maybe be submitted in conjunction with documentation for other infrastructure improvements that are done with the development (such as street, sanitary sewer, and water).

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

16.12.015 Street design—Generally.

Development shall be required to provide existing or future connections to adjacent sites through the use of vehicular and pedestrian access easements where applicable. Development shall provide any necessary dedications, easements or agreements as identified in the transportation system plan, trails master plan, and/or parks and recreation master plan and this chapter, subject to constitutional limitations. The location, width and grade of street shall be considered in relation to: Existing and planned streets, topographical conditions, public convenience and safety for all modes of travel, existing and identified future transit routes and pedestrian/bicycle accessways, overlay districts, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. To the extent possible, proposed streets shall connect to all existing or approved stub streets that abut the development site. The arrangement of streets shall either:

- A. Provide for the continuation or appropriate projection of existing principal streets in the surrounding area and on adjacent parcels or conform to a plan for the area approved or adopted by the city to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical;
- B. Where necessary to give access to or permit a satisfactory future development of adjoining land, streets shall be extended to the boundary of the development and the resulting dead-end street (stub) may be approved with a temporary turnaround as approved by the city engineer. Notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future. Access control in accordance with OCMC 16.12.017 shall be required to preserve the objectives of street extensions.
- C. Adequate right-of-way and improvements to streets, pedestrian ways, bike routes and bikeways, and transit facilities shall be provided and be consistent with the city's transportation system plan. Consideration shall be given to the need for street widening and other improvements in the area of the proposed development impacted by traffic generated by the proposed development. This shall include, but not be limited to, improvements to the right-of-way, such as installation of lighting, signalization, turn lanes, median and parking strips, traffic islands, paving, curbs and gutters, sidewalks, bikeways, street drainage facilities and other facilities needed because of anticipated vehicular and pedestrian traffic generation.

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

16.12.016 Street design.

All development regulated by this chapter shall provide street improvements in compliance with the standards in Table 16.12.016 depending on the street classification set forth in the transportation system plan and the comprehensive plan designation of the adjacent property, unless an alternative plan has been adopted. The table implements the adopted transportation system plan and illustrates the maximum design standards. These standards may be reduced with an alternative street design which may be approved based on the modification criteria in OCMC 16.12.013. The steps for reducing the street design are found in the transportation system plan.

Table 16.12.016
Street Design

To read the table select the road classification as identified in the transportation system plan and the comprehensive plan designation of the adjacent properties to find the maximum design standards for the road cross section. If the comprehensive plan designation for lands on either side of the street differs, the wider right-of-way standard shall apply.

Road Classification	Comprehensive Plan Designation	Right-of-Way Width	Pavement Width	Public Access	Sidewalk	Landscape Strip	Bike Lane	Street Parking	Travel Lanes	Median	
Major Arterial	Mixed Use, Commercial or Public/Quasi Public	116 ft.	94 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		6 ft.	8 ft.	(5) 12 ft. Lanes	6 ft.	
	Industrial		120 ft.	88 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	N/A	(5) 14 ft. Lanes	6 ft.
	Residential		126 ft.	94 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	8 ft.	(5) 12 ft. Lanes	6 ft.
Minor Arterial	Mixed Use, Commercial or Public/Quasi Public	116 ft.	94 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		6 ft.	8 ft.	(5) 12 ft. Lanes	6 ft.	
	Industrial		118 ft.	86 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	7 ft.	(5) 12 ft. Lanes	N/A
	Residential		100 ft.	68 ft.	0.5 ft.	5 ft.	10.5 ft.	6 ft.	7 ft.	(3) 12 ft. Lanes	6 ft.
Collector	Mixed Use, Commercial or Public/Quasi Public	86 ft.	64 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		6 ft.	8 ft.	(3) 12 ft. Lanes	N/A	
	Industrial		88 ft.	62 ft.	0.5 ft.	5 ft.	7.5 ft.	6 ft.	7 ft.	(3) 12 ft. Lanes	N/A
	Residential		85 ft.	59 ft.	0.5 ft.	5 ft.	7.5 ft.	6 ft.	7 ft.	(3) 11 ft. Lanes	N/A

Local	Mixed Use, Commercial or Public/Quasi Public	62 ft.	40 ft.	0.5 ft.	10.5 ft. sidewalk including 5 ft. x 5 ft. tree wells		N/A	8 ft.	(2) 12 ft. Lanes	N/A	
	Industrial	60 ft.	38 ft.	0.5 ft.	5 ft.	5.5 ft.	(2) 19 ft. Shared Space			N/A	
	Residential	54 ft.	32 ft.	0.5 ft.	5 ft.	5.5 ft.	(2) 16 ft. Shared Space			N/A	

1. Pavement width includes, bike lane, street parking, travel lanes and median.
 2. Public access, sidewalks, landscape strips, bike lanes and on-street parking are required on both sides of the street in all designations. The right-of-way width and pavement widths identified above include the total street section.
 3. A 0.5 foot curb is included in landscape strip or sidewalk width.
 4. Travel lanes may be through lanes or turn lanes.
 5. The 0.5 foot public access provides access to adjacent public improvements.
 6. Alleys shall have a minimum right-of-way width of twenty feet and a minimum pavement width of sixteen feet. If alleys are provided, garage access shall be provided from the alley.
 7. A raised concrete median or landscape median shall be utilized for roads identified to have access restrictions.
 8. A public utility easement (PUE) shall be provided on both sides of the right-of-way or public access easement on private property as identified in OCMC 16.12.085.
- A. Sidewalks. The applicant shall provide for sidewalks on both sides of all public streets, on any private street if so required by the decision-maker, and in any special pedestrian way within the development. Both sidewalks and curbs are to be constructed to city standards and at widths set forth above, and according to plans and specifications provided by the city engineer. Exceptions to this requirement may be allowed in order to accommodate topography, trees or some similar site constraint. In the case of major or minor arterials, the decision-maker may approve a development without sidewalks where sidewalks are found to be dangerous or otherwise impractical to construct or are not reasonably related to the applicant's development. The decision-maker may require the applicant to provide sidewalks concurrent with the issuance of the initial building permit within the area that is the subject of the development application. Applicants for partitions may be allowed to meet this requirement by providing the city with a financial guarantee per OCMC 16.12.110.
 - B. Pedestrian and Bicycle Accessways Routes. If deemed appropriate to extend pedestrian and bicycle routes, existing or planned, the decision-maker may require the installation of separate pedestrian and bicycle facilities.
 - C. Street Name Signs and Traffic Control Devices. The applicant shall install street signs and traffic control devices as directed by the city engineer. Street name signs and traffic control devices shall be in conformance with all applicable city regulations and standards.
 - D. Street Lights. The applicant shall install street lights which shall be served from an underground source of supply. Street lights shall be in conformance with all city regulations.

- E. Any new street proposed with a pavement width of less than thirty-two feet shall be processed through OCMC 16.12.013 and meet minimum life safety requirements, which may include fire suppression devices as determined by the fire marshal to assure an adequate level of fire and life safety. The modified street shall have no less than a twenty-foot wide unobstructed travel lane.
- F. All development shall include vegetated planter strips that are five feet in width or larger and located between the sidewalk and curb unless otherwise approved pursuant to this chapter. All development shall utilize the vegetated planter strip for the placement of street trees or place street trees in other acceptable locations, as prescribed by OCMC 12.08. Development proposed along a collector, minor arterial, or major arterial roads may place street trees within tree wells within a wider sidewalk in lieu of a planter strip. In addition to street trees per OCMC 12.08, vegetated planter strips shall include ground cover and/or shrubs spaced four feet apart and appropriate for the location. No invasive or nuisance plant species shall be permitted.
- G. Vehicle and pedestrian access easements may serve in lieu of streets when approved by the decision maker and only where dedication of a street is deemed impracticable.
- H. Vehicular and pedestrian easements shall allow for public access and shall comply with all applicable pedestrian access requirements.

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

16.12.017 Street design—Access control.

- A. A street which is dedicated to end at the boundary of the development or in the case of half-streets dedicated along a boundary shall have an access control granted to the city as a city controlled plat restriction for the purposes of controlling ingress and egress to the property adjacent to the end of the dedicated street. The access control restriction shall exist until such time as a public street is created, by dedication and accepted, extending the street to the adjacent property.
- B. The city may grant a permit for the adjoining owner to access through the access control.
- C. The plat shall contain the following access control language or similar on the face of the map at the end of each street for which access control is required: "Access Control (see plat restrictions)."
- D. Said plats shall also contain the following plat restriction note(s): "Access to (name of street or tract) from adjoining tracts (name of deed document number[s]) shall be controlled by the city of Oregon City by the recording of this plat, as shown. These access controls shall be automatically terminated upon the acceptance of a public road dedication or the recording of a plat extending the street to adjacent property that would access through those access controls."

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

16.12.018 Street design—Alignment.

The centerline of streets shall be:

- A. Aligned with existing streets by continuation of the centerlines.
- B. Offset from the centerline by no more than five feet, provided appropriate mitigation, in the judgment of the city engineer, is provided to ensure that the offset intersection will not pose a safety hazard.
- C. Driveways that are at least twenty-four feet wide shall align with existing or planned streets on adjacent sites.

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

16.12.019 Traffic sight obstructions.

All new streets shall comply with the traffic sight obstructions in Chapter 10.32.

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

16.12.020 Street design—Intersection angles.

Except where topography requires a lesser angle, streets shall be laid out to intersect at angles as near as possible to right angles. In no case shall the acute angles be less than eighty degrees unless there is a special intersection design. An arterial or collector street intersecting with another street shall have at least one hundred feet of tangent adjacent to the intersection unless topography requires a lesser distance. Other streets, except alleys, shall have at least fifty feet of tangent adjacent to the intersection unless topography requires a lesser distance. All street intersections shall be provided with a minimum curb return radius of twenty-five feet for local streets. Larger radii shall be required for higher street classifications as determined by the city engineer. Additional right-of-way shall be required to accommodate curb returns and sidewalks at intersections. Ordinarily, intersections should not have more than two streets at any one point.

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

16.12.021 Same—Grades and curves.

Grades and center line radii shall conform to standards approved by the city engineer.

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

16.12.022 Same—Development abutting arterial or collector street.

Where development abuts or contains an existing or proposed arterial or collector street, the decision maker may require: Access control; screen planting or wall contained in an easement or otherwise protected by a restrictive covenant in a form acceptable to the decision maker along the rear or side property line; or such other treatment it deems necessary to adequately protect residential properties or afford separation of through and local traffic. Reverse frontage lots with suitable depth may also be considered an option for residential property that has arterial frontage. Where access for development abuts and connects for vehicular access to another jurisdiction's facility then authorization by that jurisdiction may be required.

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

16.12.023 Same—Pedestrian and bicycle safety.

Where deemed necessary to ensure public safety, reduce traffic hazards and promote the welfare of pedestrians, bicyclists and residents of the subject area, the decision maker may require that local streets be so designed as to discourage their use by nonlocal automobile traffic.

The city engineer may require that crosswalks include a large vegetated or sidewalk area which extends into the street pavement as far as practicable to provide safer pedestrian crossing opportunities. These curb extensions can increase the visibility of pedestrians and provide a shorter crosswalk distance as well as encourage motorists to drive slower. The city engineer may approve an alternative design that achieves the same standard for constrained sites.

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

16.12.024 Same—Half street.

Half streets, while generally not acceptable, may be approved where essential to the development, when in conformance with all other applicable requirements, and where it will not create a safety hazard. When approving half streets, the decision maker shall first determine that it will be practical to require the dedication of the other half of the street when the adjoining property is divided or developed. Where the decision maker approves a half street, the applicant shall construct a half street with at least twenty feet of pavement width and provide signage prohibiting street parking so as to make the half street safe until such time as the other half is constructed. Whenever a half street is adjacent to property capable of being divided or developed, the other half of the street shall be provided and improved when that adjacent property divides or develops. Access control may be required to preserve the objectives of half streets.

When the remainder of an existing half-street improvement is completed it shall include the following items: Dedication of required right-of-way, construction of the remaining portion of the street including pavement, curb and gutter, landscape strip, sidewalk, street trees, lighting and other improvements as required for that particular street. It shall also include at a minimum the pavement replacement to the centerline of the street. Any damage to the existing street shall be repaired in accordance with the city's "Pavement Cut Standards" or as approved by the city engineer.

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

16.12.025 Same—Cul-de-sacs and dead-end streets.

The city discourages the use of cul-de-sacs and permanent dead-end streets except where construction of a through street is found by the decision maker to be impracticable due to topography or some significant physical constraint such as geologic hazards, wetland, natural or historic resource areas, pre-existing dedicated open space, pre-existing development patterns, arterial access restrictions or similar situation as determined by the decision maker. This section is not intended to preclude the use of curvilinear eyebrow widening of a street where needed.

- A. When permitted, access from new cul-de-sacs and permanent dead-end streets shall be limited to a maximum of twenty-five dwelling units.
- B. Cul-de-sacs and permanent dead-end streets shall include pedestrian/bicycle accessways to meet minimum block width standards as prescribed in OCMC 16.12.030.

- C. Cul-de-sacs shall have sufficient radius to provide adequate turn-around for emergency vehicles in accordance with fire district and city adopted street standards.
- D. Permanent dead-end streets shall provide public street right-of-way/easements sufficient to provide a sufficient amount of turn-around space complete with appropriate no-parking signs or markings to accommodate waste disposal, sweepers, emergency and other long vehicles in the form of a hammerhead or other design to be approved by the decision maker.
- E. In the case of dead-end stub streets that will connect to streets on adjacent sites in the future, notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future. A dead-end street shall include signage or barricade meeting Manual on Uniform Traffic Control Devices (MUTCD).

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

16.12.026 Same—Alleys.

Alleys with public access easements on private property shall be provided in the Park Place and South End concept plan areas for the following districts R-5, R-3.5, R-2, MUC-1, MUC-2 and NC zones unless other permanent provisions for private access to off-street parking and loading facilities are approved by the decision maker. All alleys intended to provide access for emergency vehicles shall be a minimum width of twenty feet. The corners of alley intersections shall have a radius of not less than ten feet and shall conform to standards approved by the city engineer. Access easements and maintenance agreements shall be recorded on affected properties.

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

16.12.027 Same—Off-site street improvements.

During consideration of the preliminary plan for a development, the decision maker shall determine whether existing streets impacted by, adjacent to, or abutting the development meet the applicable design or dimensional requirements. Where such streets fail to meet these requirements, the decision-maker shall require the applicant to make proportional improvements sufficient to achieve conformance with minimum applicable design standards required to serve the proposed development.

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

16.12.028 Same—Transit.

Streets shall be designed and laid out in a manner that promotes pedestrian and bicycle circulation. The applicant shall coordinate with transit agencies where the application impacts transit streets as identified in OCMC 17.04.1310. Pedestrian/bicycle access ways shall be provided as necessary to minimize the travel distance to transit streets and stops and neighborhood activity centers. The decision maker may require provisions, including easements, for transit facilities along transit streets where a need for bus stops, bus pullouts or other transit facilities within or adjacent to the development has been identified.

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

16.12.029 Excavations—Restoration of pavement.

Whenever any excavation shall have been made in any pavement or other street improvement on any street or alley in the city for any purpose whatsoever under the permit granted by the engineer, it shall be the duty of the person making the excavation to restore the pavement in accordance with the city of Oregon City Public Works Pavement Cut Standards in effect at the time the permit is granted. The city commission may adopt and modify the city of Oregon City Public Works Pavement Cut Standards by resolution as necessary to implement the requirements of this chapter.

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

16.12.030 Blocks—Width.

The width of blocks shall ordinarily be sufficient to allow for two tiers of lots with depths consistent with the type of land use proposed. The length, width and shape of blocks shall take into account the need for adequate building site size, convenient motor vehicle, pedestrian, bicycle and transit access, control of traffic circulation, and limitations imposed by topography and other natural features.

All new streets shall be designed as local streets unless otherwise designated as arterials and collectors in the current adopted transportation system plan. The maximum block spacing between streets is five hundred thirty feet and the minimum block spacing between streets is one hundred fifty feet as measured between the right-of-way centerlines except in zones GI, CI, MUE, I, and WFDD where determining the appropriate street spacing will be determined by the city engineer. If the maximum block size is exceeded, pedestrian accessways shall be provided every three hundred thirty feet. The spacing standards within this section do not apply to alleys.

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

16.12.031 Street design—Street names.

Except for extensions of existing streets, no street name shall be used which will duplicate or be confused with the name of an existing street. Street names shall conform to the established standards in the city and shall be subject to the approval of the city.

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

16.12.032 Public off-street pedestrian and bicycle accessways.

Pedestrian/bicycle accessways are intended to provide direct, safe and convenient connections between residential areas, retail and office areas, institutional facilities, industrial parks, transit streets, neighborhood activity centers, rights-of-way, and pedestrian/bicycle accessways which minimize out-of-direction travel, and transit-orientated developments where public street connections for automobiles, bicycles and pedestrians are unavailable. Pedestrian/bicycle accessways are appropriate in areas where public street options are unavailable, impractical or inappropriate. Pedestrian and bicycle accessways are required through private property or as right-of-way connecting development to the right-of-way at intervals not exceeding three hundred thirty feet of frontage; or where the lack of street continuity creates inconvenient or out of direction travel patterns for local pedestrian or bicycle trips.

- A. Entry points shall align with pedestrian crossing points along adjacent streets and with adjacent street intersections.
- B. Accessways shall be free of horizontal obstructions and have a nine foot six inch high vertical clearance to accommodate bicyclists. To safely accommodate both pedestrians and bicycles, accessway right-of-way widths shall be as follows:
 1. Accessways shall have a fifteen-foot wide right-of-way with a seven-foot wide paved surface with a minimum four-foot planter strip on either side.
 2. If an accessway also provides secondary fire access, the right-of-way width shall be at least twenty-four feet wide with a sixteen-foot paved surface between four-foot planter strips on either side.
- C. Accessways shall be direct with at least one end point of the accessway always visible from any point along the accessway. On-street parking shall be prohibited within fifteen feet of the intersection of the accessway with public streets to preserve safe sight distance and promote safety.
- D. To enhance pedestrian and bicycle safety, accessways shall be lighted with pedestrian-scale lighting. Accessway lighting shall be to a minimum level of one-half-foot-candles, a one and one-half foot-candle average, and a maximum to minimum ratio of seven-to-one and shall be oriented not to shine upon adjacent properties. Street lighting shall be provided at both entrances.
- E. Accessways shall comply with Americans with Disabilities Act (ADA).
- F. The planter strips on either side of the accessway shall be landscaped along adjacent property by installation of the following:

1. Either an evergreen hedge screen of thirty to forty-two inches high or shrubs spaced no more than four feet apart on average;
 2. Ground cover covering one hundred percent of the exposed ground. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees;
 3. A two-inch minimum caliper tree for every thirty-five feet along the accessway. Trees may be planted on either side of the accessway, provided they are spaced no more than thirty-five feet apart; and
 4. In satisfying the requirements of this section, evergreen plant materials that grow over forty-two inches in height shall be avoided. All plant materials shall be selected from the Oregon City Native Plant List.
- G. Accessways shall be designed to prohibit unauthorized motorized traffic. Curbs and removable, lockable bollards are suggested mechanisms to achieve this.
- H. Accessway surfaces shall be paved with all-weather materials as approved by the city. Pervious materials are encouraged. Accessway surfaces shall be designed to drain stormwater runoff to the side or sides of the accessway. Minimum cross slope shall be two percent.
- I. In parks, greenways or other natural resource areas, accessways may be approved with a five-foot wide gravel path with wooden, brick or concrete edgings.
- J. The decision maker may approve an alternative accessway design due to existing site constraints through the modification process set forth in OCMC 16.12.013.
- K. Ownership, liability and maintenance of accessways. To ensure that all pedestrian/bicycle accessways will be adequately maintained over time, the city engineer shall require one of the following:
1. Dedicate the accessways to the public as public right-of-way prior to the final approval of the development; or
 2. The developer incorporates the accessway into a recorded easement or tract that specifically requires the property owner and future property owners to provide for the ownership, liability and maintenance of the accessway.

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

16.12.033 Mobility standards.

Development shall demonstrate compliance with intersection mobility standards. When evaluating the performance of the transportation system, the city of Oregon City requires all intersections, except for the facilities identified in subsection E below, to be maintained at or below the following mobility standards during the two-hour peak operating conditions. The first hour has the highest weekday traffic volumes and the second hour is the next highest hour before or after the first hour. Except as provided otherwise below, this may require the installation of mobility improvements as set forth in the transportation system plan (TSP) or as otherwise identified by the city engineer.

- A. For intersections within the regional center, the following mobility standards apply:
1. During the first hour, a maximum v/c ratio of 1.10 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 3. Intersections located on the regional center boundary shall be considered within the regional center.
- B. For intersections outside of the regional center but designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:

1. During the first hour, a maximum v/c ratio of 0.99 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
- C. For intersections outside the boundaries of the regional center and not designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:
1. For signalized intersections:
 - a. During the first hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 - b. During the second hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 2. For unsignalized intersections outside of the boundaries of the regional center:
 - a. For unsignalized intersections, during the peak hour, all movements serving more than twenty vehicles shall be maintained at LOS "E" or better. LOS "F" will be tolerated at movements serving no more than twenty vehicles during the peak hour.
- D. For the intersection of OR 213 and Beaver Creek Road, the following mobility standards apply:
1. During the first, second and third hours, a maximum v/c ratio of 1.00 shall be maintained. Calculation of the maximum v/c ratio will be based on an average annual weekday peak hour.
- E. Until the city adopts new performance measures that identify alternative mobility targets, the city shall exempt proposed development that is permitted, either conditionally, outright, or through detailed development master plan approval, from compliance with the above-referenced mobility standards for the following state-owned facilities:

I-205/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

1. In the case of conceptual development approval for a master plan that impacts the above references intersections:
 - a. The form of mitigation will be determined at the time of the detailed development plan review for subsequent phases utilizing the code in place at the time the detailed development plan is submitted; and
 - b. Only those trips approved by a detailed development plan review are vested.
2. Development which does not comply with the mobility standards for the intersections identified in OCMC 16.12.033 shall provide for the improvements identified in the transportation system plan (TSP) in an effort to improve intersection mobility as necessary to offset the impact caused by development. Where required by other provisions of the code, the applicant shall provide a traffic impact study that includes an assessment of the development's impact on the intersections identified in this exemption and shall construct the intersection improvements listed in the TSP or required by the code.

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

16.12.035 Driveways.

- A. All new development, redevelopment, and capital improvement projects shall meet the minimum driveway spacing standards identified in Table 16.12.035.A. Minor site plan and design review do not follow these standards unless a request is made to modify the driveway.

Table 16.12.035.A

Minimum Driveway Spacing Standards

Street Functional Classification	Minimum Driveway Spacing Standards	Distance
Major Arterial Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached <u>single-family dwellings, duplexes, triplexes, quadplexes and townhouses</u>	175 feet
Minor Arterial Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single-family dwellings, duplexes, triplexes, quadplexes and townhouses	175 feet
Collector Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single family dwellings, duplexes, triplexes, quadplexes and townhouses	100 feet
Local Streets	Minimum distance from a street corner to a driveway and between <u>driveways for all uses other than detached single family dwellings, duplexes, triplexes, quadplexes and townhouses.</u>	25 feet

1. When driveways are shared (combined), the minimum driveway spacing shall be 20 feet.
 2. All driveways, except for shared driveways, shall be placed a minimum of 5 feet from the property line.
 3. The distance from a street corner to a driveway is measured along the right-of-way from the edge of the intersection (on the same side of the road) right-of-way to the nearest portion of the driveway and the distance between driveways is measured at the nearest portions of the driveway at the right-of-way.
- B. All detached single-family dwellings, duplexes, triplexes, quadplexes and townhouses shall have driveways which meet the minimum distance from a street corner standard except when the lot size is smaller than the minimum distance required. When minimum distance cannot be met due to lot size or due to the location of an overlay district, the driveway shall be located as far away from the intersection as possible, but no more than 5 feet to the neighboring property line, as approved by the city engineer.
- C. Nonresidential or multi-family residential use driveways that generate high traffic volumes as determined by a traffic analysis shall be treated as intersections and shall adhere to requirements of OCMC 16.12.020.
- D. For any detached single-family dwellings, duplexes, triplexes, quadplexes, and townhouses or property

~~developed with an ADU with multiple frontages.~~ Only one driveway is allowed per street frontage classified as a local street and in no case shall more than two driveways (one per frontage) be ~~allowed for any single-family detached residential or middle housing property, or property developed with an ADU with multiple frontages,~~ unless otherwise approved by the city engineer.

1. Two driveways shall never be granted for any property with only one frontage on a local road for any single-family detached residential property or property that contains an ADU unless required by Clackamas Fire District No. 1.
- E. Cluster housing properties may be granted more than one driveway per property and per frontage meeting the spacing standards. Driveways should be combined whenever possible to limit the number of driveways per property.
1. Middle housing properties with only one building may be allowed one driveway for every two units, provided that spacing standards and/or driveway width requirements are met.
 2. Middle housing properties with more than one structure shall meet the cluster housing standards.
- F. Townhouses shall have one driveway approach for every two dwelling units (round up for townhouse structures with an odd number of dwellings).
- G. Driveways on collectors or arterials shall be provided in such a way that no backing of a vehicle will occur from the driveway to the collector or arterial.
- H. When a property fronts multiple roads, access shall be provided from and limited to the road with the lowest classification in the transportation system plan to minimize points of access to arterials and collectors. Access shall not be provided on arterial or collector roads unless there is no other alternative. At the discretion of the city engineer, properties fronting a collector or arterial road may be allowed a second driveway, for the creation of a circulation pattern that eliminates reverse maneuvers for vehicles exiting a property if applied for and granted through procedures in OCMC 16.12.013. All lots proposed with a driveway and lot orientation on a collector or minor arterial shall combine driveways into one joint access per two or more lots unless the city engineer determines that:
1. No driveway access may be allowed since the driveway(s) would cause a significant traffic safety hazard; or
 2. Allowing a single driveway access per lot will not cause a significant traffic safety hazard.
- I. All driveway approaches shall be limited to the dimensions identified in Table 16.12.035.D.

Table 16.12.035.D

**Driveway Approach Size
Standards**

Property Use	Minimum Driveway Approach Width		Maximum Driveway Approach Width
Single-Family Detached and Duplexes	10 feet		24 feet
Townhouses	10 feet		24 feet
Triplexes, Quadplexes and Cottage Clusters	10 feet		36 feet
Multi-Family	18 feet		30 feet
Commercial, Industrial, Office, Institutional, Mixed Use, and/or Nonresidential	One-Way 12 feet	Two-Way 20 feet	40 feet

1. Shared driveways for middle housing structures shall be minimum 18 feet and maximum 36 feet except when section J.4.a applies.
2. Driveway widths shall match the width of the driveway approach where the driveway meets sidewalk or property line but may be widened onsite (for example between the property line and the entrance to a garage). Groups of more than four parking spaces shall be so located and served by driveways so that their use will not require backing movements or other maneuvering within a street right-of-way other than an alley. J. The city engineer reserves the right to require a reduction in the number and size of driveway approaches as far as practicable for any of the following purposes:
 1. To provide adequate space for on-street parking;
 2. To facilitate street tree planting requirements;
 3. To assure pedestrian and vehicular safety by limiting vehicular access points; and
 4. To assure that adequate sight distance requirements are met.
 - a. Where the decision maker determines any of these situations exist or may occur due to the approval of a proposed development for non-residential uses or attached or multi-family housing, a shared driveway shall be required and limited to twenty-four feet in width adjacent to the sidewalk or property line.

K. For all driveways, the following standards apply:

2. Each new or redeveloped curb cut shall have an approved concrete approach or asphalted street connection where there is no concrete curb and a minimum hard surface for at least ten feet back into the property as measured from the current edge of sidewalk or street pavement to provide for controlling gravel tracking onto the public street. The hard surface may be concrete, asphalt, or other surface approved by the city engineer.
3. Any driveway approach built within public right-of-way shall be built and permitted per city requirements as approved by the city engineer.
4. No driveway with a slope of greater than fifteen percent shall be permitted without approval of the city engineer.

L. Exceptions. The city engineer reserves the right to waive these standards or not allow driveway access, if the driveway(s) would cause a significant traffic safety hazard. Narrower or wider driveway widths may be considered where field conditions preclude use of recommended widths. When larger vehicles and trucks will be the predominant users of a particular driveway, turning templates may be utilized to develop a driveway width that can safely and expeditiously accommodate the prevalent type of ingress and egress traffic.

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

16.12.065 Building site—Grading.

Grading of building sites shall conform to the state of Oregon Structural Specialty Code, Title 18, any approved grading plan and any approved residential lot grading plan in accordance with the requirements of OCMC 13.12, 15.48, 16.12 and the public works stormwater and grading design standards, and the erosion control requirements of OCMC 17.47.

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

16.12.085 Easements.

The following shall govern the location, improvement and layout of easements:

- A. Utilities. Utility easements shall be required where necessary as determined by the city engineer. Insofar as practicable, easements shall be continuous and aligned from block-to-block within the development and with adjoining subdivisions or partitions.
1. Specific public utility easements for water, sanitary or storm drainage shall be provided based on approved final engineering plans conforming to the requirements found within the applicable design standards.
 2. Conveyance of public utility easements for gas, electric, telecommunication, and fiberoptic shall be required where necessary as determined by the city engineer. The city engineer will require the easement unless it is found that the utility can be placed in a different location or can be placed in a smaller easement than what is required. The easement shall be located adjacent to all public rights-of-way or public access easements within private property. In the event that the provision of a public utility easement would create a conflict with achieving compliance with another part of the code, the location and width may be adjusted by the city engineer.
 - a. The easement shall be ten feet in the R-10, R-8, R-6, R-5, R-3.5, R-2, GI, and CI zones.
 - b. The easement shall be a minimum of five feet in the NC, HC, I, C, MUC-1, MUC-2, MUE, MUD, and WFDD zones.
 - i. The applicant shall obtain a written determination from all utilities that the minimum five-foot PUE coupled with use of a minimum of a five-foot area under the public sidewalk or parkway area is sufficient to serve the development. Where the minimum width is deemed inadequate, a modification shall be required.
 - c. An applicant may seek a modification to the public utility easement dedication requirement using OCMC 16.12.013.
- B. Unusual Facilities. Easements for unusual facilities such as high voltage electric transmission lines, drainage channels and stormwater detention facilities shall be adequately sized for their intended purpose, including any necessary maintenance roads. These easements shall be shown to scale on the preliminary and final plats or maps. If the easement is for drainage channels, stormwater detention facilities or related purposes, the easement shall comply with the requirements of the public works stormwater and grading design standards.
- C. Watercourses. Where a development is traversed or bounded by a watercourse, drainageway, channel or stream, a stormwater easement or drainage right-of-way shall be provided which conforms substantially to the line of such watercourse, drainageway, channel or stream and is of a sufficient width to allow construction, maintenance and control for the purpose as required by the responsible agency. For those subdivisions or partitions which are bounded by a stream of established recreational value, setbacks or easements may be required to prevent impacts to the water resource or to accommodate pedestrian or bicycle paths.
- D. Access. When easements are used to provide vehicular access to lots within a development, the construction standards, but not necessarily width standards, for the easement shall meet city specifications. The minimum width of the easement shall be twenty feet. The easements shall be improved and recorded by the applicant and inspected by the city engineer. Access easements may also provide for utility placement.
- E. Resource Protection. Easements or other protective measures may also be required as the community development director deems necessary to ensure compliance with applicable review criteria protecting any unusual significant natural feature or features of historic significance.

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

16.12.090 Minimum improvements—Procedures.

In addition to other requirements, improvements installed by the applicant either as a requirement of these or other regulations, or at the applicant's option, shall conform to the requirements of this title and be designed to city specifications and standards as set out in the city's facility master plan and public works stormwater and grading design standards. The improvements shall be installed in accordance with the following procedure:

- A. Improvement work shall not commence until construction plans have been reviewed and approved by the city engineer and to the extent that improvements are located in county or state right-of-way, they shall be approved by the responsible authority. To the extent necessary for evaluation of the proposal, the plans may be required before approval of the preliminary plat of a subdivision or partition. Expenses incurred thereby shall be borne by the applicant and paid for prior to final plan review.
- B. Improvements shall be constructed under the inspection and approval of the city engineer. Expenses incurred thereby shall be borne by the applicant and paid prior to final approval. Where required by the city engineer or other city decision-maker, the applicant's project engineer also shall inspect construction.
- C. Erosion control or resource protection facilities or measures are required to be installed in accordance with the requirements of OCMC 17.47, 17.49 and the public works erosion and sediment control standards.
- D. Underground utilities, waterlines, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities, such as, storm, water and sanitary sewer shall be placed beyond the ten-foot wide public utility easement within private property as defined in OCMC 16.12.85.A.2.
- E. As-built construction plans and digital copies of as-built drawings shall be filed with the city engineer upon completion of the improvements.
- F. The city engineer may regulate the hours of construction and access routes for construction equipment to minimize impacts on adjoining residences or neighborhoods.

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

16.12.095 Same—Public facilities and services.

The following minimum improvements shall be required of all applicants for a development, unless the decision-maker determines that any such improvement is not proportional to the impact imposed on the city's public systems and facilities:

- A. **Transportation System.** Applicants and all subsequent lot owners shall be responsible for improving the city's planned level of service on all public streets, including alleys within the development and those portions of public streets adjacent to but only partially within development. Applicants are responsible for designing and providing adequate vehicular, bicycle and pedestrian access to their developments and for accommodating future access to neighboring undeveloped properties that are suitably zoned for future development. Storm drainage facilities shall be installed and connected to off-site natural or man-made drainageways. Upon completion of the street improvement survey, the applicant shall reestablish and protect monuments of the type required by ORS 92.060 in monument boxes with covers at every public street intersection and all points of curvature and points of tangency of their center line, and at such other points as directed by the city engineer.
- B. **Stormwater Drainage System.** Applicants shall design and install drainage facilities within a development and shall connect the development's drainage system to the appropriate downstream storm drainage system as a minimum requirement for providing services to the applicant's development. The applicant shall obtain county or state approval when appropriate. Applicants are

responsible for extending the appropriate storm drainage system to the development site and for providing for the connection of upgradient properties to that system. The applicant shall design the drainage facilities in accordance with city drainage master plan requirements, OCMC 13.12 and the public works stormwater and grading design standards.

- C. Sanitary Sewer System. The applicant shall design and install a sanitary sewer system to serve all lots or parcels within a development in accordance with the city's sanitary sewer design standards, and shall connect those lots or parcels to the city's sanitary sewer system, except where connection is required to the county sanitary sewer system as approved by the county. Applicants are responsible for extending the city's sanitary sewer system to the development site and through the applicant's property to allow for the future connection of neighboring undeveloped properties that are suitably zoned for future development. The applicant shall obtain all required permits and approvals from all affected jurisdictions prior to final approval and prior to commencement of construction. Design shall be approved by the city engineer before construction begins.
- D. Water System. The applicant shall design and install a water system to serve all lots or parcels within a development in accordance with the city public works water system design standards, and shall connect those lots or parcels to the city's water system. Applicants are responsible for extending the city's water system to the development site and through the applicant's property to allow for the future connection of neighboring undeveloped properties that are suitably zoned for future development.
- E. Street Trees. Refer to OCMC 12.08, Street Trees.
- F. Bench Marks. At least one bench mark shall be located within the subdivision boundaries using datum plane specified by the city engineer.
- G. Other Utilities. The applicant shall make all necessary arrangements with utility companies or other affected parties for the installation of underground lines and facilities. All new utilities shall be placed underground unless the respective franchise agreements allow otherwise or unless it is physically or technically impossible to comply with applicable standards. Existing electrical lines and other wires, including but not limited to telecommunication, street lighting and fiberoptic, shall be relocated underground.
 - 1. Exemptions to relocation of existing overhead utilities to underground for property development as follows (Only one exemption criteria is required to be exempt from this requirement):
 - a. No transmission or feeder lines shall be relocated underground unless approved by the city engineer.
 - b. Properties with less than one acre of land area shall not be required to relocate existing overhead utilities unless required by the franchise utility.
 - c. Properties with less than two hundred feet of frontage on any individual roadway shall not be required to relocate existing overhead utilities unless required by the franchise utility.
 - d. Land divisions with five or fewer subdivided lots shall not be required to relocate existing overhead utilities unless required by the franchise utility.
 - 2. The exemptions in G.1. do not apply if properties within the same block were required to relocate the overhead utilities within the past ten years. In those cases, the existing overhead utilities shall be relocated underground.
 - 3. When any franchise utility (electric, gas, telecommunication, fiberoptic, street lighting or similar utility) is installed along an existing or new roadway, the utility shall be installed within the existing or proposed public utility easement unless it is physically or technically impossible.
 - 4. These requirements do not apply to work by a franchise utility for improvement, repair, alteration or addition to their existing systems.

- H. Oversizing of Facilities. All facilities and improvements shall be designed to city standards as set out in the city's facility master plan, public works design standards, or other city ordinances or regulations. Compliance with facility design standards shall be addressed during final engineering. A development may be required to modify or replace existing offsite systems if necessary to provide adequate public facilities. The city may require oversizing of facilities to meet standards in the city's facility master plan or to allow for orderly and efficient development. Where oversizing is required, the applicant may request reimbursement from the city for oversizing based on the city's reimbursement policy and funds available, or provide for recovery of costs from intervening properties as they develop.
- I. Erosion Control Plan—Mitigation. The applicant shall be responsible for complying with all applicable provisions of OCMC 17.47 with regard to erosion control.

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

16.12.100 Same—Road standards and requirements.

- A. The creation of a public street and the resultant separate land parcels shall be in conformance with requirements for subdivisions or partitions and the applicable street design standards of this chapter. However, the decision-maker may approve the creation of a public street to be established by deed without full compliance with the regulations applicable to subdivisions or partitions where any of the following conditions exist:
 - 1. The establishment of the public street is initiated by the city commission and is declared essential for the purpose of general traffic circulation and the partitioning of land is an incidental effect rather than the primary objective of the street;
 - 2. The tract in which the street is to be dedicated is within an isolated ownership either not over one acre or of such size and characteristics as to make it impossible to develop building sites for more than three dwelling units.
- B. For any public street created pursuant to subsection A of this section, a copy of a preliminary plan and the proposed deed shall be submitted to the community development director and city engineer at least ten days prior to any public hearing scheduled for the matter. The plan, deed and any additional information the applicant may submit shall be reviewed by the decision-maker and, if not in conflict with the standards of Title 16 and Title 17, may be approved with appropriate conditions.
- C. The design and construction of public streets shall be per the standards found in this chapter and the most recent version of any city design and construction standards.

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

16.12.105 Same—Timing requirements.

- A. Prior to applying for final plat approval, the applicant shall either complete construction of all public improvements required as part of the preliminary plat approval or guarantee the construction of those improvements. Whichever option the applicant elects shall be in accordance with OCMC 17.50.140.
- B. Construction. The applicant shall construct the public improvements according to approved final engineering plans and all applicable requirements of this code, and under the supervision of the city engineer. Under this option, the improvement shall be complete and accepted by the city engineer prior to final plat approval.

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

16.12.110 Public improvements—Financial guarantees.

- A. To ensure construction of required public improvements, the applicant shall provide the city with a performance guarantee in accordance with OCMC 17.50.140.
- B. After satisfactory completion of required public improvements and facilities, all public improvements not constructed by the city, shall be maintained and under warranty provided by the property owner or developer constructing the facilities until the city accepts the improvements at the end of the warranty period as prescribed in OCMC 17.50.141.

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

16.12.120 Waiver of remonstrance.

The review authority may require a property owner to sign a waiver of remonstrance against the formation of and participation in a local improvement district where it deems such a waiver necessary to provide needed improvements reasonably related to the impacts created by the proposed development. To ensure compliance with this chapter, the review authority may require an applicant to sign or accept a legal and enforceable covenant, contract, dedication, easement, performance guarantee, or other document, which shall be approved in form by the city attorney.

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

16.12.125 Violation—Penalty.

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of OCMC 1.16, 1.20 and 1.24.

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

Chapter 16.24 EXPEDITED AND MIDDLE HOUSING LAND DIVISIONS

16.24.010 Purpose and applicability.

- A. Purpose. The purpose of the expedited and middle housing land division process is to implement requirements in ORS 197.360 to 197.380 for expedited land divisions in residential districts, and 2021 Oregon Laws Ch. 103 (S.B. 458) regarding middle housing land divisions.
- B. Expedited Land Division Applicability. The procedures of this chapter are applicable to partitions and subdivisions within residential zoning districts as provided in ORS 197.365.
- C. Middle Housing Land Division Applicability. The procedures of this chapter are applicable to the following middle housing projects, or proposed middle housing projects, on an existing lot:
 - 1. A duplex.
 - 2. A triplex.
 - 3. A quadplex.
 - 4. A townhouse project (four units or fewer).
 - 5. A cottage cluster.

16.24.020 Expedited review.

- A. Expedited and middle housing land divisions are reviewed under a Type II procedure except as provided in this Chapter. Where the provisions of this Chapter conflict with the Type II procedures in OCMC 17.50, the procedures of this Chapter will prevail.
- B. Expedited and middle housing land divisions are not subject to pre-application conference requirements in OCMC 17.50.050.
- C. Expedited and middle housing land divisions are not a land use decision or limited land use decision under ORS 197.015.

16.24.030 Submittal requirements.

- A. An application for an expedited land division or middle housing land division is subject to the completeness review and one hundred and twenty-day rule requirements of OCMC 17.50.070 except as follows:
 - 1. The timeline for the completeness check in OCMC 17.50.070.A is twenty-one days, rather than thirty days.
 - 2. The notice of decision must be provided to the applicant and parties entitled to receive notice under OCMC 17.50.130.C within sixty-three days of a completed application.
- B. Mailed notice of an application for an expedited land division or middle housing land division must be provided in the same manner as for a Type II decision, as specified OCMC 17.50.090.A, to the following persons:
 - 1. The applicant.
 - 2. Owners of record of property, as shown on the most recent property tax assessment roll, located within one-hundred feet of the property that is the subject of the notice.
 - 3. Any state agency, other local government, or special district responsible for providing public facilities or services to the development area.

- C. A notice of decision must be provided to the applicant and to all parties who received notice of the application. The notice of decision must include:
1. A written determination of compliance or non-compliance with the criteria of approval in OCMC 16.24.040 for an expedited land division or OCMC 16.24.050 for a middle housing land division.
 2. An explanation of the right to appeal the community development director's decision to a city-appointed hearings referee, as provided in ORS 197.375.

16.24.040 Criteria of approval – expedited land division.

- A. The community development director will approve or deny an application for expedited land division within sixty-three days of receiving a complete application, based on whether it satisfies the applicable criteria of approval. The community development director may approve the land division with conditions to ensure the application meets the applicable land use regulations.
- B. The land subject to the application is within the R-10, R-8, R-6, R-5, R-3.5 and R-2 districts.
- C. The land will be used solely for residential uses, including recreational or open space uses that are accessory to residential use.
- D. The land division does not provide for dwellings or accessory buildings to be located in the following areas:
1. The Willamette River Greenway Overlay District;
 2. The Historic Overlay District;
 3. The Natural Resources Overlay District.
- E. The land division satisfies the minimum public improvement and design standards for development in OCMC 16.12.
- F. The land division satisfies the following development standards contained in this code or in an applicable Master Plan:
1. Applicable lot dimensional standards;
 2. Applicable standards that regulate the physical characteristics of permitted uses, such as building design standards;
 3. Applicable standards in this code for transportation, sewer, water, drainage and other facilities or services necessary for the proposed development, including but not limited to right-of-way standards, facility dimensions and on-site and off-site improvements.
- G. The land division will result in development that either:
1. Creates enough lots to allow building residential units at 80 percent or more of the maximum net density permitted by the zoning designation of the site; or
 2. Will be sold or rented to households with incomes below 120 percent of the median family income for Clackamas County.

16.24.050 Criteria of approval – middle housing land division.

- A. The community development director will approve a tentative plan for middle housing land division based on whether it satisfies the following criteria of approval:
1. The application provides for the development of middle housing in compliance with the Oregon residential specialty code and land use regulations applicable to the original lot allowed under ORS 197.758 (5).
 2. Separate utilities are provided for each dwelling unit.

3. The applicant provides for easements necessary for each dwelling unit on the plan for:
 - i. Locating, accessing, replacing and servicing all utilities;
 - ii. Pedestrian access from each dwelling unit to a private or public road;
 - iii. Any common use areas or shared building elements;
 - iv. Any dedicated driveways or parking; and
 - v. Any dedicated common area;
4. The applicant proposes exactly one dwelling unit on each resulting lot, except for lots, parcels or tracts used as common areas.
5. The applicant demonstrates that buildings or structures on a resulting lot will comply with applicable building codes provisions relating to new property lines and, notwithstanding the creation of new lots, that structures or buildings located on the newly created lots will comply with the Oregon residential specialty code.
6. The original lot dedicated and improved the abutting street right of way sufficient to comply with minimum right of way and improvement standards of OCMC 16.12, or dedication and/or improvements of the abutting street right of way are proposed that meet the standards of OCMC 16.12.
7. The type of middle housing developed on the original lot shall not be altered by a middle housing land division. For example, cottage cluster units within a cottage cluster do not become single-family detached residential units after a middle housing land division.

16.24.060 Conditions of approval - expedited and middle housing land division.

- A. The community development director may add conditions of approval of a tentative plan for a middle housing land division or expedited land division as necessary to comply with the applicable criteria of approval. Conditions may include but are not limited to the following:
- B. A condition to prohibit the further division of the resulting lots or parcels.
- C. A condition to require that a notation appear on the final plat indicating that the approval was given under Section 2 of Senate Bill 458 (2021) as a middle housing land division.
- D. A condition to require recording of easements required by the tentative plan on a form acceptable to the City, as determined by the City Attorney.

16.24.070. Final plat for expedited and middle housing land division.

- A. An expedited land division or middle housing land division is subject to the final plat standards and procedures as specified in OCMC 16.08.100 to 16.08.105, except as specifically provided otherwise in this section.
- B. A notice of middle housing land division for each middle housing lot shall be recorded with the county recorder that states:
 1. The middle housing lot may not be further divided.
 2. No more than one unit of middle housing may be developed on each middle housing lot.
 3. The dwelling developed on the middle housing lot is a unit of middle housing and is not a single family detached residential unit, or any other housing type.
- C. A final plat is not required prior to issuance of building permits for middle housing proposed with a middle housing land division.

- D. A middle housing land division tentative plan is void if and only if a final plat is not approved within three years of the tentative approval. Expiration of expedited land division tentative plans shall comply with the provisions of OCMC 17.50.200.

16.24.080 Appeals.

The procedures in OCMC 17.50.190 do not apply to appeals of an expedited land division or middle housing land division. Any appeal of an expedited land division or middle housing land division must be as provided in ORS 197.375. The Approval Authority for any appeal of an expedited land division or middle housing land division is a city-appointed hearings referee.

Chapter 17.14 SINGLE-FAMILY DETACHED AND DUPLEX RESIDENTIAL DESIGN STANDARDS

17.14.010 Purpose.

The purpose of this chapter is to provide standards for single-family detached residential units and duplexes which are intended to:

- A. Enhance Oregon City through the creation of attractively designed housing and streetscapes.
- B. Ensure that there is a physical and visual connection between the living area of the residence and the street.
- C. Improve public safety by providing "eyes on the street".
- D. Promote community interaction by designing the public way, front yards and open spaces so that they are attractive and inviting for neighbors to interact.
- E. Prevent garages from obscuring or dominating the primary facade of the house.
- F. Provide clear and objective standards for good design at reasonable costs and with multiple options for design variety.

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

17.14.020 Applicability.

This chapter applies to all street-facing facades of all single-family detached residential units and duplexes, referred to herein as "residences," including manufactured homes not within a manufactured home park.

- A. New single-family detached residential units and duplexes or new garages or expansions of an existing garage on properties with this use require compliance with OCMC 17.14.030 through 17.14.050, OCMC 17.21 or OCMC 17.22 if applicable, as well as OCMC 17.14.080 and 17.14.090.
- B. Residences on a flag lot with a pole length of one hundred feet or greater are exempt from OCMC 17.14.030—17.14.050.
- C. Compliance with minimum public improvements standards in OCMC Chapter 16.12 is required.
- D. The creation of a duplex through conversion of an existing single-family detached residential unit is exempt from the standards of this chapter.

For the purpose of this chapter, garages are defined as structures, or portions thereof, used or designed to be used for the parking of vehicles, including carports. For purposes of this section, garages do not include detached accessory dwelling units which are not part of a detached garage. The garage width shall be measured based on the foremost four feet of the interior garage walls or carport cover.

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

17.14.025 Review process.

Applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application. Modifications to these standards are processed as a Type II application **administrative variance** or may be requested as part of a concurrent Type II, III or IV land use application.

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

17.14.030 Residential design options.

- A. A residence with no garage, a garage not on a street-facing façade, or a detached garage shall provide five of the residential design elements in OCMC 17.14.040.A on the front facade of the structure.
- B. A residence with a front-facing garage where the structure is less than twenty-four feet wide may be permitted if:
 - 1. The garage is no more than twelve feet wide and;
 - 2. The garage does not extend closer to the street than the furthest forward living space on the street-facing facade;
 - 3. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and
 - 4. One of the following is provided:
 - a. Interior living area above the garage is provided. The living area shall be set back no more than four feet from the street-facing garage wall; or
 - b. A covered balcony above the garage is provided. The covered balcony shall be at least the same length as the street-facing garage wall, at least six feet deep and accessible from the interior living area of the dwelling unit;
- C. A residence with a garage that extends up to fifty percent of the length of the street-facing facade and is not closer to the street than the furthest forward living space on the street-facing facade may be permitted if:
 - 1. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.
- D. A residence with a garage that extends up to sixty percent of the length of the street-facing facade and is recessed two feet or more from the furthest forward living space on the street-facing facade may be permitted if:
 - 1. Seven of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.
- E. A residence with a garage that extends up to sixty percent of the length of the street-facing facade may extend up to four feet in front of the furthest forward living space on the street-facing facade may be permitted if:
 - 1. Eight of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and
 - 2. One of the options in OCMC 17.14.040.B is provided on the front facade of the structure.
- F. A residence with a garage that extends up to fifty percent of the length of the street-facing facade may extend up to eight feet in front of the furthest forward living space on the street-facing facade if:
 - 1. Nine of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and
 - 2. One of the options in OCMC 17.14.040.B is provided on the front facade of the structure.
- G. A residence with a garage that is side-oriented to the front lot line may extend up to thirty-two feet in front of the furthest forward living space on the street-facing facade if:
 - 1. Windows occupy a minimum of fifteen percent of the lineal length of the street-facing wall of the garage; and
 - 2. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.
 - 3. The garage wall does not exceed sixty percent of the length of the street-facing façade.

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

17.14.035 Corner lots and through lots.

- A. Residences on corner lots and through lots shall comply with one of the options in OCMC 17.14.030 for the front of the home
- B. The other street-facing side of the residence on a corner lot or through lot shall include the following:
 - 1. Windows and doors for a minimum of fifteen percent of the lineal length of the ground floor facade;
 - 2. Minimum four-inch window trim; and
 - 3. Three additional residential design elements selected from OCMC 17.14.040.A.

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

17.14.040 Residential design elements.

- A. The residential design elements listed below shall be provided as required in OCMC 17.14.030 above.
 - 1. The design of the residence includes dormers, which are projecting structures built out from a sloping roof housing a vertical window;
 - 2. The roof design utilizes a:
 - a. Gable, which is a roof sloping downward in two parts from a central ridge, so as to form a gable at each end; or
 - b. Hip, which is a roof having sloping ends and sides meeting at an inclined projecting angle.
 - 3. The building facade includes two or more offsets of sixteen inches or greater;
 - 4. A roof overhang of sixteen inches or greater;
 - 5. A recessed entry that is at least two feet behind the furthest forward living space on the ground floor, and a minimum of eight feet wide;
 - 6. A minimum sixty square-foot covered front porch that is at least five feet deep or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches;
 - 7. A bay window that extends a minimum of twelve inches outward from the main wall of a building and forming a bay or alcove in a room within;
 - 8. Windows and main entrance doors that occupy a minimum of fifteen percent of the lineal length of the front facade (not including the roof and excluding any windows in a garage door);
 - 9. Window trim (minimum four inches);
 - 10. Window grids on all street facing windows (excluding any windows in the garage door or front door).
 - 11. Windows on all elevations include a minimum of four-inch trim (worth two elements);
 - 12. Windows on all of the elevations are wood, clad wood, or fiberglass (worth two elements);
 - 13. Windows on all of the elevations are recessed a minimum of two inches from the facade (worth two elements);
 - 14. A balcony that projects a minimum of one foot from the wall of the building and is enclosed by a railing or parapet;
 - 15. Shakes, shingles, brick, stone or other similar decorative materials shall occupy a minimum of sixty square feet of the street facade;
 - 16. All garage doors are a maximum nine feet wide;

17. All garage doors wider than nine feet are designed to resemble two smaller garage doors;
 18. There are a minimum of two windows in each garage door;
 19. A third garage door is recessed a minimum of two feet;
 20. A window over the garage door that is a minimum of twelve square feet with window trim (minimum four inches);
 21. The living space of the dwelling is within five feet of the front yard setback; or
 22. The driveway is composed entirely of pervious pavers or porous pavement.
- B. If the garage projects in front of the furthest forward living space on the street facing facade, one of the residential design elements 1 or 2 below, shall be provided in addition to the residential design elements required in OCMC 17.14.040.A. Residential design elements utilized in OCMC 17.14.040.B can be additionally utilized in OCMC 17.14.040.A.
1. A minimum sixty square-foot covered front porch that is at least five feet deep; or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches.
 2. The garage is part of a two-level facade. The second level facade shall have a window (minimum twelve square feet) with window trim (minimum four inches).

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

17.14.050 Main entrances.

- A. The main entrance for each single-family detached residential unit, and the main entrance for at least one unit in a duplex shall:
1. Be located on a façade that faces a street; or
 2. Open onto a covered porch on a street-facing facade that is at least sixty square feet with a minimum depth of five feet.
- B. The main entrance of one or more dwelling units on a flag lot shall face either the front lot line or the side lot line adjoining the flag pole.

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

17.14.060 Detached duplexes

- A. Duplexes consisting of two detached dwelling units are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.
- B. In the case of a duplex with detached dwelling units, each street-facing façade that is can be seen from the street shall meet the standards in OCMC 17.14.030.

17.14.080 Residential lot tree requirements.

The intent of this section is to encourage the retention of trees, minimize the impact of tree loss during development and ensure a sustainable tree canopy in Oregon City at the time of construction. Though not required, the use of large native and heritage tree species is recommended as detailed in this section. In no case shall any plant listed as a nuisance, invasive or problematic species on any regionally accepted plant list be used.

- A. **Tree Requirement.** All single-family detached residential units and middle housing developments shall comply with the requirements of this section. This requirement may be met using one or any combination of the three options below (tree preservation, tree planting, or tree fund). Table 17.14.080.A identifies the minimum number of inches of tree diameter per lot that shall be preserved, planted or paid into the tree fund. Adjustments from this section are prohibited. The applicant shall submit a residential tree plan for Options 1 and 2 demonstrating compliance with the requirements of this section.

**Table 17.14.080.A
Tree Requirements**

Lot Size (square feet)	Tree Diameter Inches Required to be Protected, Planted or Paid into Tree Fund
0—4,999	4"
5,000—7,999	6"
8,000—9,999	8"
10,000—14,999	10"
15,000 +	12"

1. **Tree Preservation.** The size of existing trees to be preserved shall be measured as diameter at breast height (DBH).
 - a. This standard shall be met using trees that are located on the lot. When this option is used, a tree preservation plan is required.
 - b. Trees to be preserved may be located anywhere on the lot, and shall be a minimum of two inches' caliper DBH.
 - c. **Large Native or Heritage Tree Incentive.** If a tree is preserved that is selected from the list in Table 17.14.080.A.2, the diameter of the tree may be doubled when demonstrating compliance with the minimum tree requirements indicated in Table 17.14.080.A. For example, an Oregon White Oak with a two-inch caliper at DBH may count as a tree diameter of four inches.
2. **Tree Planting.** All planted trees shall measure a minimum two-inch caliper at six inches above the root crown. When this option is used, a tree planting plan is required.
 - a. Trees may be planted anywhere on the lot as space permits.
 - b. **Large Native or Heritage Tree Incentive.** If a tree is planted that is selected from the list in Table 17.14.080.A.2, the diameter of the tree may be doubled when demonstrating compliance with the minimum tree requirements indicated in Table 17.14.080.A. For example, an Oregon White Oak with a two-inch caliper at six inches above the root crown may count as a tree diameter of four inches.

**Table 17.14.080.A.2
Large Native and Heritage Tree List**

Common Name	Scientific Name
Oregon White Oak	Quercus garryana
Pacific willow	Salix lucida spp. lasiandra

Western red cedar	Thuja plicata
Western hemlock	Tsuga heterophylla
Northern Red Oak	Quercus rubra
Bur Oak	Quercus macrocarpa
Bigleaf Maple	Acer macrophyllum
Grand Fir	Abies grandis
Douglas Fir	Pseudotsuga menziesii
American Elm hybrids (disease resistant)	Ulmus spp.
Western yew	Taxus brevifolia

3. Tree Fund. This option may be used where site characteristics or construction preferences do not support the preservation or planting options identified above. The community development director may approve this option in-lieu-of or in addition to requirements of Option 1 and/or 2 above. The community development director may approve the payment of cash-in-lieu into a dedicated fund for the remainder of trees that cannot be replanted in the manner described above. The large native or heritage tree incentive does not apply when using this option to calculate the number of required inches.
- The cash-in-lieu payment per tree shall utilize the adopted fee schedule when calculating the total tree fund payment.
 - The amount to be paid to the tree fund shall be calculated by subtracting the total inches of trees preserved and planted per subsection 1 and 2 above from the minimum tree diameter inches required in Table 17.14.080.A, dividing the sum by two inches and multiplying the remainder by the adopted fee from the Oregon City fee schedule. For example:

Lot Size	a. Tree Requirement per Table 17.14.080.A (inches)	b. Trees Preserved (inches)	c. Trees Planted (inches)	d. To be mitigated (inches) a.—b.—c.	Number of trees owed to tree fund. d./2" minimum caliper tree
10,000—14,999	10"	2"	4"	4"	2

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

17.14.090 Street trees.

All new single-family detached residential units and middle housing developments, or additions of twenty-five percent or more of the existing square footage of the residence (including the living space and garage(s)) shall install one street tree in accordance with OCMC 12.08 if there is not at least one existing street tree for every thirty-five feet of property frontage.

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

Chapter 17.16 MIDDLE HOUSING DESIGN STANDARDS

17.16.010 Purpose.

The intention of these standards is to promote quality middle housing developments that include - physical and visual connection between units and the street, enhance the streetscape with attractive and varied front facades, minimize the prominence of garages and off-street parking areas, and promote compatibility with the surrounding neighborhood.

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

17.16.020 Applicability.

The standards of this chapter apply to townhouses, triplexes, quadplexes, and cottage clusters in any zone. The applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application.

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

17.16.025 Review process.

Applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application. Modifications to these standards are processed as a Type II administrative variance or may be requested as part of a concurrent Type II, III or IV land use application.

17.16.030 Townhouse design standards.

- A. Townhouses shall meet the dimensional and density standards of the underlying zoning district.
- B. Each townhouse shall comply with the residential design options in OCMC 17.14.030. For purposes of applying the standards in OCMC 17.14.030, the garage width shall be measured based on the foremost four feet of the interior garage walls.
- C. No more than six consecutive townhouses that share a common wall are allowed.
- D. The main entrance of each townhouse must:
 - 1. Be within eight feet of the longest street-facing wall of the dwelling unit, if the lot has public street frontage; and
 - 2. Either:
 - a. Face the street (see Figure 17.16.030.D.1);
 - b. Be at an angle of up to forty five degrees from the street (see Figure 17.16.030.D.2);
 - c. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides (see Figure 17.16.030.D.3); or
 - d. Open onto a porch that is at least twenty five square feet in area, and that has at least one entrance facing the street or have a roof (see Figure 17.16.030.D.4).

Figure 17.16.030.D.1
Main Entrance Facing the Street

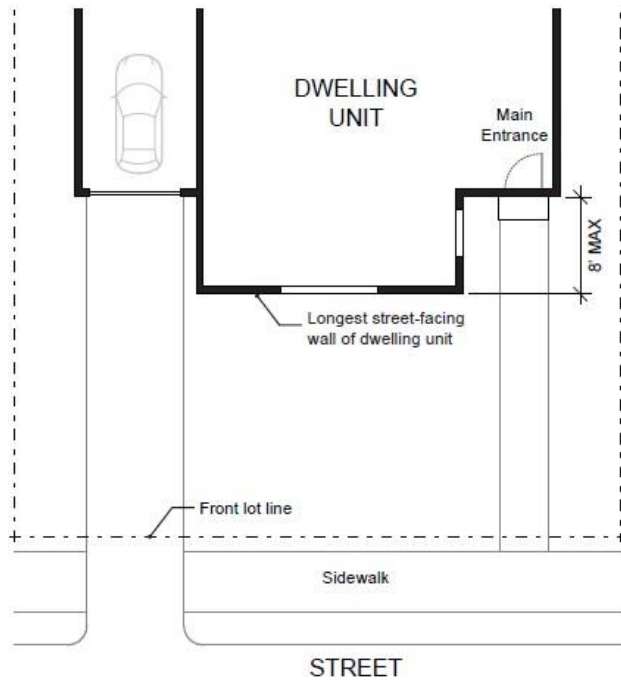


Figure 17.16.030.D.2
Main Entrance at Forty Five Degree Angle from the Street

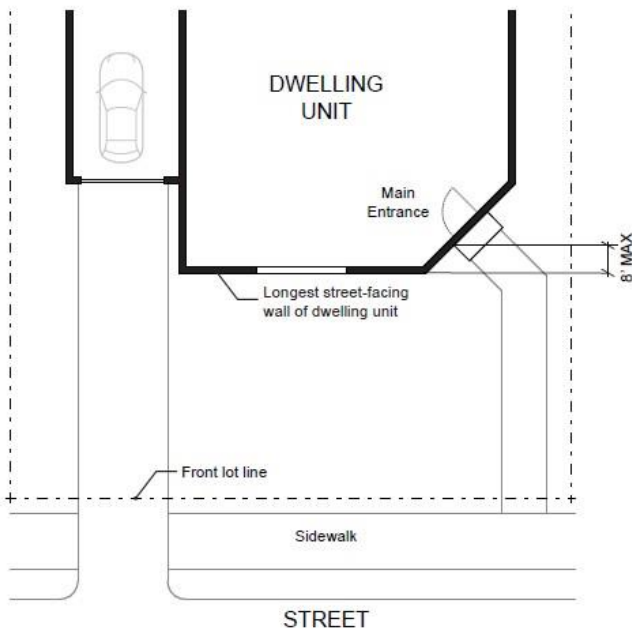


Figure 17.16.030.D.3
Main Entrance Facing Common Open Space

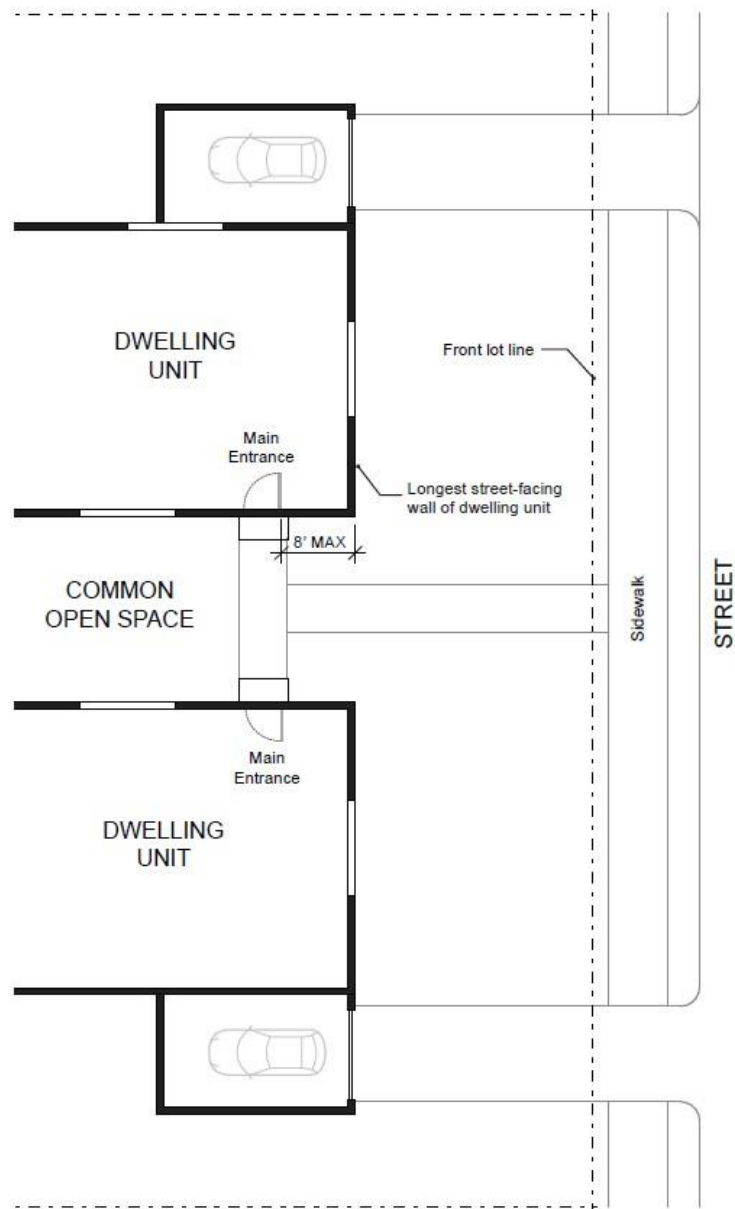
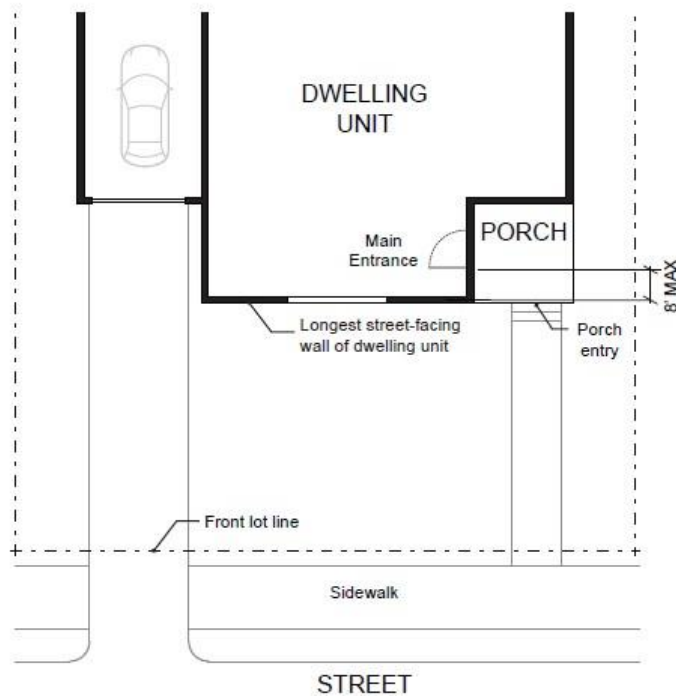


Figure 17.16.030.D.4
Main Entrance Opening onto a Porch



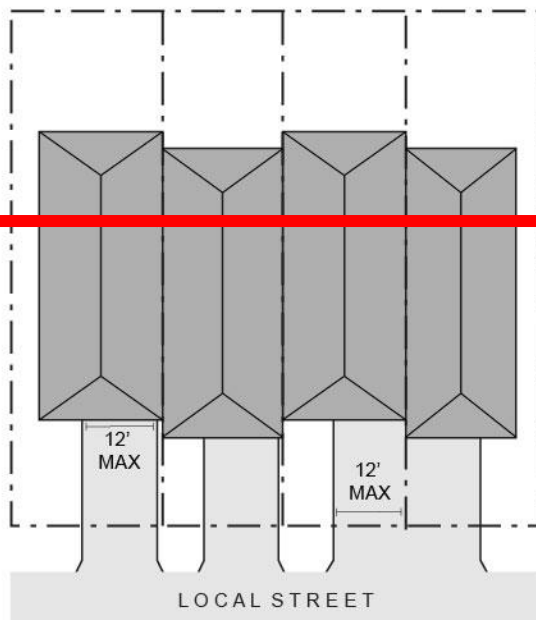
- E. Driveway access and parking shall comply with OCMC 17.16.040.
- F. Townhouses shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

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

17.16.040 Townhouse driveway access and parking.

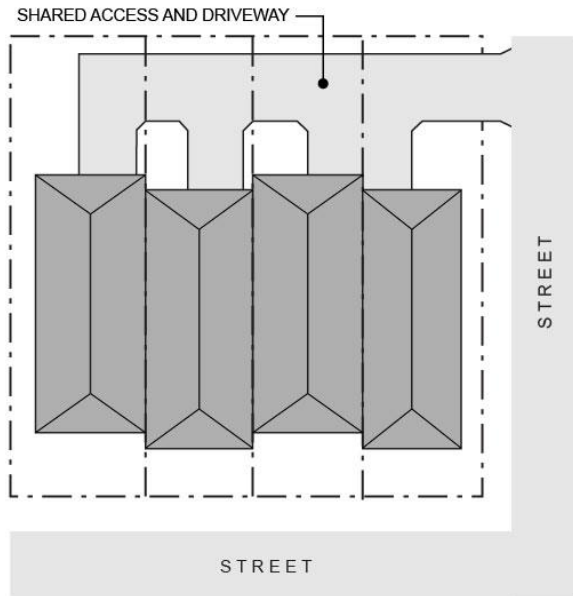
- A. Where townhouses have frontage on a public street, garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveway accesses in front of a townhouse are permitted in compliance with the following standards (see Figure 17.16.030.E.1):
 1. All driveways shall comply with OCMC 16.12.035.
 2. Outdoor on-site parking and maneuvering areas shall not exceed twelve feet wide on any lot; ~~and~~
 - a. For two abutting lots in the same townhouse project, driveways are encouraged to be paired and abut along the lot line to create one shared driveway approach, ~~which may be between 20 to 24 feet in width,~~ meeting all other standards of OCMC 16.12.035.
 3. The garage width shall not exceed twelve feet.
 4. Each townhouse lot shall have a street frontage on a local street.

Figure 17.16.040.A.1
Townhouses with Parking in the Front Yard



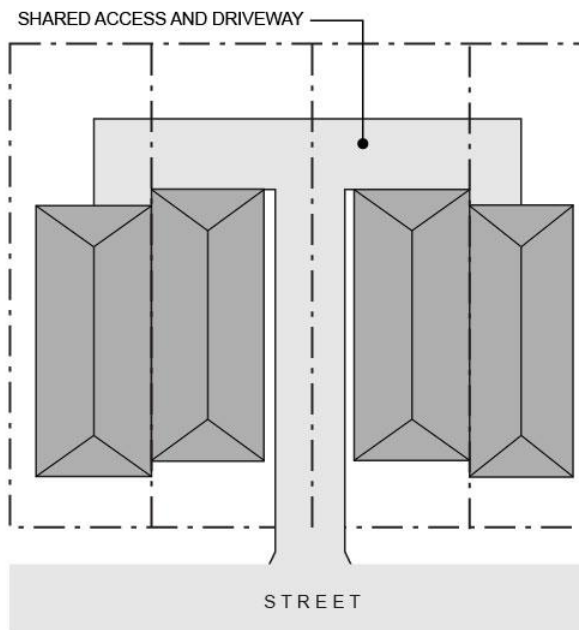
- B. Garages not on the front façade and townhouses which do not include off-street parking in the front yard are permitted in compliance with the following standards. The following driveway access and parking standards may also be voluntarily utilized for townhouses that could otherwise meet the standards in OCMC 17.16.040.A:
1. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.
 2. Development that includes a corner lot shall take access from a single driveway on the side of the corner lot. The city engineer may alter this requirement based on street classifications, access spacing, or other provisions. See Figure 17.16.040.B.2.

Figure 17.16.040.B.2
Development with Corner Lot Access



3. Development that does not include a corner lot shall consolidate access for all lots into a single driveway. The access and driveway are not allowed in the area directly between the front façade and front lot line of any of the single-family attached dwellings. See Figure 17.16.040.B.3.

Figure 17.16.040.B.3
Development with Consolidated Access



- 4. A development that includes consolidated access or shared driveways shall record access easements to allow normal vehicular access and emergency access.
 - C. Developments served by an alley providing access to the rear yard are exempt from compliance with OCMC 17.16.040.A and 17.16.040.B.
 - D. Driveways shall comply with the standards of OCMC 16.12.035.
- (Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.16.060 Triplex and quadplex development requirements.

- A. Triplexes and quadplexes shall meet the dimensional and density standards of the underlying zoning district.
- B. Each triplex or quadplex shall comply with the residential design options in OCMC 17.14.030. For purposes of applying the standards in OCMC 17.14.030, the width of any garage(s) shall be measured based on the foremost four feet of the interior walls of the garage(s).
- C. At least one main entrance for each triplex or quadplex structure must:
 - 1. Be within eight feet of the longest street-facing wall of the dwelling unit, if the lot has public street frontage; and
 - 2. Either:
 - a. Face the street (see Figure 17.16.030.D.1);
 - b. Be at an angle of up to forty-five degrees from the street (see Figure 17.16.030.D.2);
 - c. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides (see Figure 17.16.030.D.3); or
 - d. Open onto a porch that is at least twenty five square feet in area, and that has at least one entrance facing the street or have a roof (see Figure 17.16.030.D.4).
- D. In residential zones, garages on the front façade and off-street parking areas in the front yard, are permitted in compliance with the following standards:
 - 1. Outdoor on-site parking and maneuvering areas shall not exceed a total of forty feet wide or fifty percent of the lot frontage, whichever is less; and
 - 2. The combined width of all garages shall not exceed forty feet or fifty percent of the lot frontage, whichever is less.
- E. In mixed-use and commercial zones, parking aisles or areas shall be located behind the building façade that is closest to the street, below buildings, or on one or both sides of buildings, except where the following conditions exist:
 - 1. The site does not abut a collector or arterial street (i.e. the site abuts a local street);
 - 2. The site is not a corner lot; and
 - 3. ~~The site is less than twenty thousand square feet in size; or~~
 - 4. There is an existing topographic constraint that precludes locating the parking area in conformance with this standard.
- F. Triplexes and quadplexes shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

- G. The creation of a triplex or quadplex through conversion of an existing single-family detached residential unit is exempt from the standards of this section.

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

17.16.065 Detached triplexes

- A. Triplexes consisting of three detached dwelling units, or one detached and two attached dwelling units, are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.
- B. In the case of a triplex with detached dwelling units, each street-facing façade that is not separated from the street property line by a dwelling shall meet the standards in OCMC 17.14.030.
- C. Any detached dwelling unit that is not separated from the street property line by a dwelling along more than 50 percent of its street-facing façade shall provide at least one main entrance meeting the standards of OCMC 17.16.060.C.

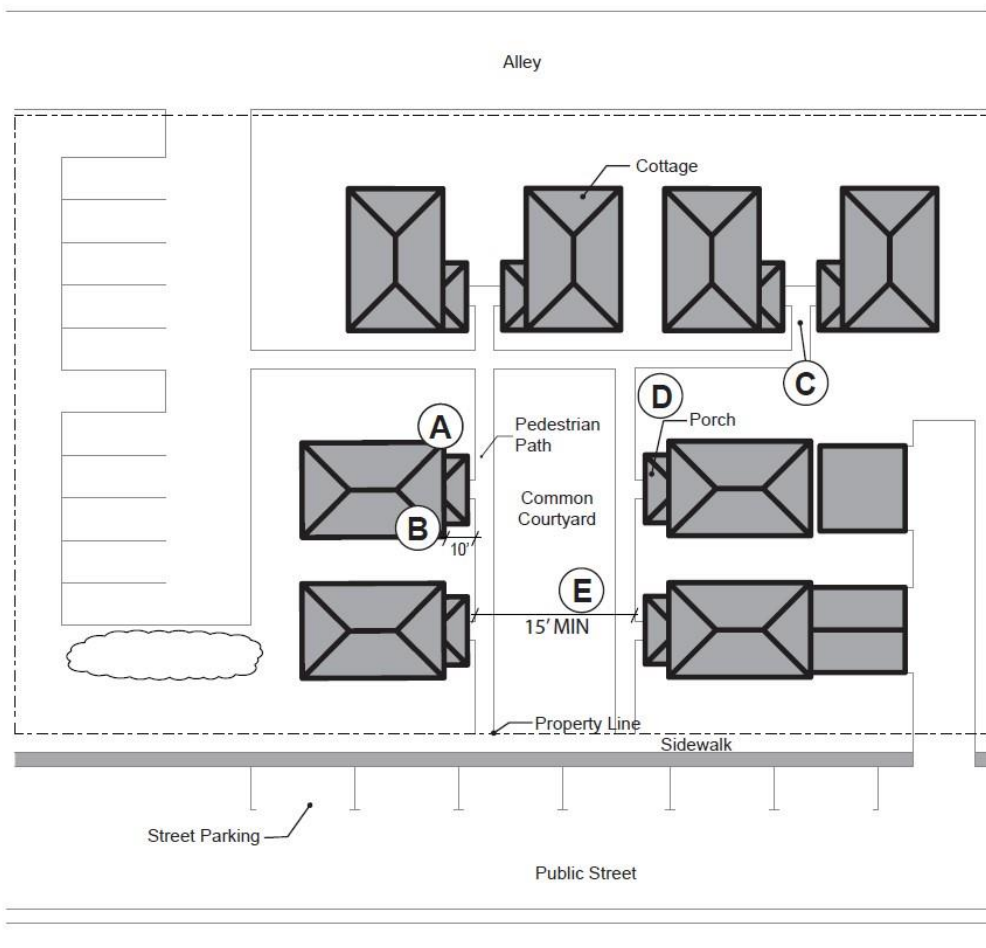
17.16.070 Cottage clusters.

- A. Intent.
1. To provide a variety of housing types that respond to changing household sizes and ages, including but not limited to retirees, small families, and single-person households.
 2. To encourage creation of more usable open space for residents of the development through flexibility in density and lot standards.
 3. To ensure that the overall size and visual impact of the cluster development be comparable to standard residential development, by balancing bulk and mass of individual residential units with allowed intensity of units.
 4. To provide centrally located and functional common open space that fosters a sense of community and a sense of openness in cluster housing developments.
 5. To ensure minimal visual impact from vehicular use and storage areas for residents of the cluster housing development as well as adjacent properties.
- B. Density Standards. Cottage clusters shall meet the density standards of the underlying zoning district.
- C. Dimensional Standards. Cottage clusters shall meet the dimensional standards of the underlying zoning district and the following standards.
1. Maximum building footprint: Nine hundred square feet per cottage cluster unit.
 2. Maximum average gross floor area: One thousand square feet per cottage cluster unit.
 3. Maximum gross floor area: One thousand five hundred square feet per cottage cluster unit.
 4. Setbacks for accessory buildings shall comply with OCMC 17.54.010.
 5. Minimum distance separating cottage cluster units (excluding attached dwellings and accessory structures): Ten feet.
 6. Cottage clusters shall contain a minimum of four and a maximum of twelve cottage cluster units per cluster to encourage a sense of community among the residents. A development site may contain more than one cluster, however only one cluster of up to twelve units per lot is eligible to utilize the middle housing land division process in OCMC 16.24.

- D. Cottage Orientation. Cottages must be clustered around a common courtyard, meaning they abut the associated common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 17.16.070.D):
1. Each cottage cluster unit within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
 2. A minimum of fifty percent of cottage cluster units within a cluster must be oriented to the common courtyard and must:
 - a. Have a main entrance facing the common courtyard;
 - b. Be within ten feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
 - c. Be connected to the common courtyard by a pedestrian path.
 3. Cottages within twenty feet of a street property line may have their entrances facing the street.
 4. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 17.16.070.D

Cottage Cluster Orientation and Common Courtyard Standards



- A** A minimum of 50% of cottages must be oriented to the common courtyard.
- B** Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
- C** Cottages must be connected to the common courtyard by a pedestrian path.
- D** Cottages must abut the courtyard on at least two sides of the courtyard.
- E** The common courtyard must be at least 15 feet wide at it narrowest width.

E. Common Courtyard Design Standards.

1. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents.
1. The required minimum common courtyard is one hundred fifty square feet per cottage cluster unit.
2. Common courtyards must meet the following standards (see Figure 17.16.070.D):
 - a. The common courtyard must be a single compact, contiguous, central open space that:
 - i. **For clusters of 4-6 units:** has a minimum dimension of fifteen feet.
 - ii. **For clusters of 7-12 units:** has a minimum dimension of twenty-five feet.
 - iii. Abuts at least fifty percent of the cottage cluster units in the cottage cluster
 - b. The common courtyard shall be developed with a mix of landscaping and lawn area, recreational amenities, hard-surfaced pedestrian paths, and/or paved courtyard area. Impervious elements of the common open space shall not exceed seventy-five percent of the total common courtyard area.
 - c. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

F. Pedestrian Access. An accessible, hard-surfaced pedestrian path that is a minimum of four feet wide must be provided that connects the main entrance of each cottage cluster unit to the following:

1. The common courtyard;
2. Shared parking areas;
3. Community buildings; and
4. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

G. Community Buildings. Cottage clusters may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. Community buildings must meet the following standards:

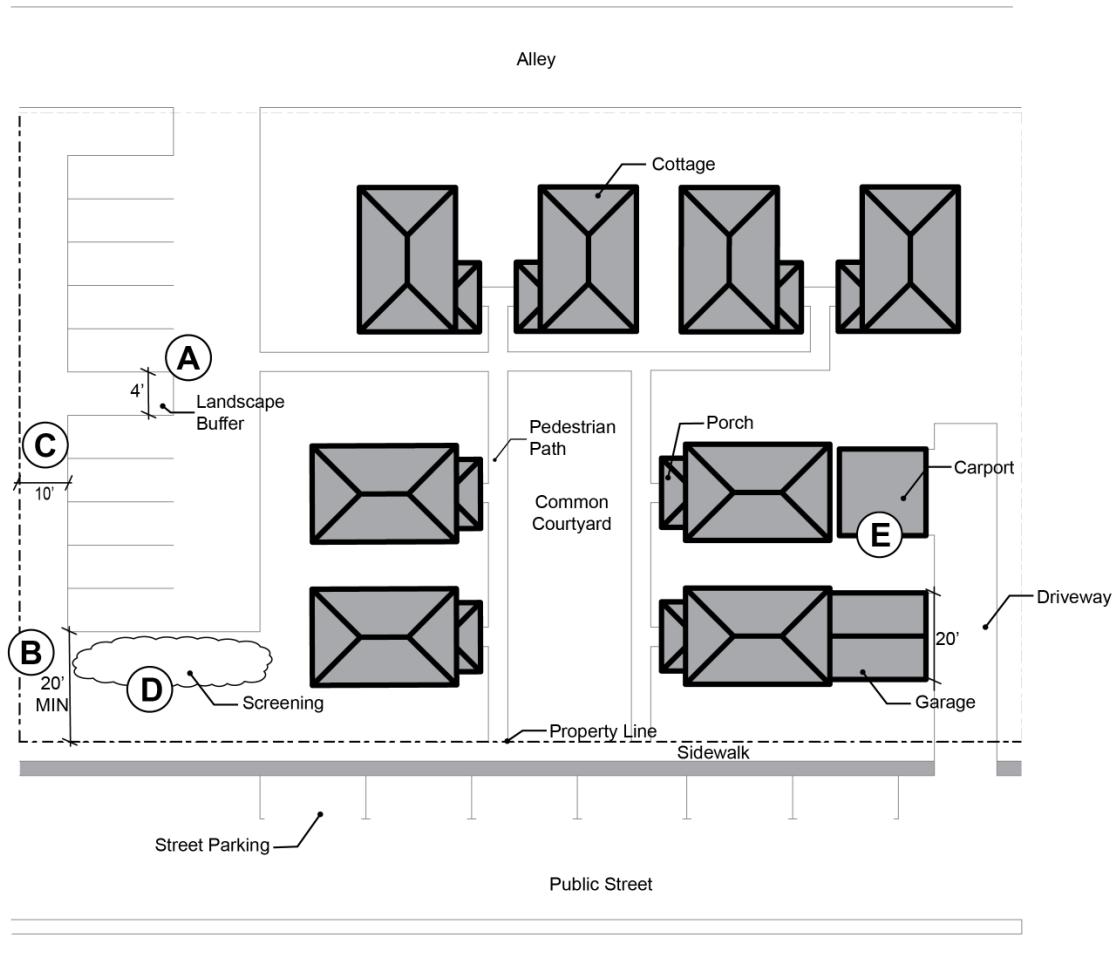
1. A cottage cluster is permitted one community building, which shall count towards the maximum one thousand square feet average floor area limitation,

2. A community building that meets the definition of a dwelling unit must meet the maximum nine hundred square foot building footprint limitation that applies to cottage dwelling units, unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.

H. Dwelling Types.

1. In the R-10, R-8 and R-6 zones: In addition to detached cottage cluster units groups of up to two units attached together are permitted in a cottage cluster
 2. In the R-5 and R-3.5 zones: In addition to detached cottage cluster units, groups of up to four units attached together are permitted in a cottage cluster.
 3. In the R-2 zone: In addition to detached cottage cluster units, groups of up to six units attached together, are permitted in a cottage cluster
 4. Accessory dwelling units are not permitted as part of a cottage cluster.
- I. Each cottage cluster unit within twenty feet of a street property line shall comply with the residential design options in OCMC 17.14.030.
- J. Parking shall be provided pursuant to the following requirements (see Figure 17.16.070.J):
1. Parking shall be provided at a ratio of one parking space per dwelling unit minimum and 2.5 spaces per dwelling unit maximum.
 2. All parking shall be located on-site and shall not include shared parking or on-street spaces as allowed by OCMC 17.52.020.B.
 3. Landscaping, fencing, or walls at least three feet tall shall separate parking areas and parking structures from common courtyards and public streets.
 4. Parking shall be located in clusters of not more than five adjoining spaces (except where parking areas are adjacent to an alley).
 5. Parking clusters shall be separated by a landscaping planter that is a minimum of four feet in width.
 6. Parking spaces and vehicle maneuvering areas are prohibited:
 - a. In the front, interior or and side yard setback areas.
 - b. Within twenty feet of any street property line or within ten feet of any other property line, except alley property lines.
 - c. Between a street property line (excluding an alley) and the front façade of cottages located closest to the street property line.
 7. Drive aisles and access driveways are allowed in the side or rear yard setback, and within ten feet of other property lines.
 8. Detached parking structures/garages shall be six hundred square feet or less if shared by more than one cottage cluster unit, or four hundred square feet or less if exclusively used by a single cottage cluster unit. Such detached parking structures/garages shall not be counted as part of the allowed average or maximum gross floor area or building footprint of the cottage cluster units.
 9. Garages may be attached to cottage cluster units. Such garages shall not abut common open spaces, shall have garage doors of ~~twenty~~ ten feet or less in width shall not exceed two hundred square feet of gross floor area. The gross floor area of the garage shall not count towards the allowed average or maximum gross floor area or building footprint of the cottage cluster unit.
 10. Driveways shall comply with OCMC 16.12.035.

Figure 17.16.070.J
Cottage Cluster Parking Design Standards



- (A)** Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- (B)** No parking or vehicle area within 20 feet from street property line (except alley).
- (C)** No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- (D)** Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- (E)** Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

K. Fences.

1. All fences shall be no more than forty-two inches in height, except that fences within one foot of the side or rear property line and outside of the front setback area may be no more than six feet in height.
2. Chain link fences shall not be allowed.

- L. Existing Dwelling Unit On-Site. One existing single-family detached residential unit incorporated into a cottage cluster-that does not meet the requirements of this section is permitted to remain on a site developed for cottage cluster-and shall be considered a unit in the development. The size of the existing single-family detached residential unit may exceed the maximum building footprint and maximum gross floor area, and shall not be part of the average gross floor area calculations. The existing single-family detached residential unit shall be excluded from the calculation of orientation toward the common courtyard. Modifications or additions to the existing dwelling unit not consistent with the provisions of this section shall not be permitted.

17.16.080 Sufficient infrastructure.

- A. For all triplexes, quadplexes, townhouses and cottage clusters in residential zones, the city shall work with the applicant to ensure that sufficient infrastructure will be provided, or can be provided, to include:
1. Connection to a public wastewater system capable of meeting established service levels.
 2. Connection to a public water system capable of meeting established service levels.
 3. Access via public or private streets meeting adopted emergency vehicle access standards to a city's public street system.
 4. Storm drainage facilities capable of meeting established service levels for storm drainage.

Chapter 17.29 MUC MIXED-USE CORRIDOR DISTRICT

17.29.010 Designated.

The mixed-use corridor (MUC) district is designed to apply along selected sections of transportation corridors such as Molalla Avenue, 7th Street, Beavercreek Road, and along Warner-Milne Road. Land uses are characterized by high-volume establishments such as retail, service, office, multi-family residential, lodging, recreation and meeting facilities, or a similar use as defined by the community development director. A mix of high-density residential, office, and small-scale retail uses are encouraged in this district. Moderate density (MUC-1) and high density (MUC-2) options are available within the MUC zoning district. The area along 7th Street is an example of MUC-1, and the area along Warner-Milne Road is an example of MUC-2.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.020 Permitted uses—MUC-1 and MUC-2.

- A. Banquet, conference facilities and meeting rooms.
- B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities.
- C. Child care centers and/or nursery schools.
- D. Indoor entertainment centers and arcades.
- E. Health and fitness clubs.
- F. Medical and dental clinics, outpatient; infirmary services.
- G. Museums, libraries and cultural facilities.
- H. Offices, including finance, insurance, real estate and government.
- I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday.
- J. Postal services.
- K. Parks, playgrounds, playfields and community or neighborhood centers.
- L. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment.
- M. Multi-family residential, triplexes and quadplexes.
- N. One or two dwelling units in conjunction with a nonresidential use, provided that the residential use occupies no more than fifty percent of the total square footage of the development.
- O. Restaurants, eating and drinking establishments without a drive-through.
- P. Services, including personal, professional, educational and financial services; laundry and dry-cleaning.
- Q. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores, marijuana, and similar, provided the maximum footprint for a standalone building with a single store or multiple buildings with the same business does not exceed sixty thousand square feet.
- R. Seasonal sales.
- S. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state.

- T. Studios and galleries, including dance, art, photography, music and other arts.
- U. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers.
- V. Veterinary clinics or pet hospitals, pet day care.
- W. Home occupations.
- X. Research and development activities.
- Y. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed.
- Z. Transportation facilities.
- AA. Live/work dwellings.
- BB. Accessory dwelling unit in conjunction with a legally established non-conforming single-family dwelling.
- CC. Duplex.
- DD. After-hours public parking.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 13-1017, § 1(Exh. 1), 4-16-2014; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1005, § 1(Exh. A), 5-2-2018; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.030 Conditional uses—MUC-1 and MUC-2 zones.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

- A. Drive-through facilities;
- B. Emergency service facilities (police and fire), excluding correctional facilities;
- C. Gas stations;
- D. Outdoor markets that do not meet the criteria of OCMC 17.29.020.I;
- E. Public utilities and services including sub-stations (such as buildings, plants and other structures);
- F. Public and/or private educational or training facilities;
- G. Religious institutions;
- H. Retail trade, including gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores and any other use permitted in the neighborhood, historic or limited commercial districts that have a footprint for a standalone building with a single store in excess of sixty thousand square feet in the MUC-1 or MUC-2 zone;
- I. Hospitals;
- J. Parking not in conjunction with a primary use on private property, excluding after-hours public parking;
- K. Passenger terminals, excluding bus stops;
- L. Shelters.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.040 Prohibited uses in the MUC-1 and MUC-2 zones.

The following uses are prohibited in the MUC district:

- A. Distributing, wholesaling and warehousing;
- B. Outdoor storage;
- C. Outdoor sales that are not ancillary to a permitted use on the same or abutting property under the same ownership;
- D. Correctional facilities;
- E. Heavy equipment service, repair, sales, storage or rentals (including but not limited to construction equipment and machinery and farming equipment);
- F. Kennels;
- G. Motor vehicle and recreational vehicle sales and incidental service;
- H. Motor vehicle and recreational vehicle repair/service;
- I. Self-service storage facilities;
- J. Marijuana production, processing, wholesaling, research, testing, and laboratories;
- K. Mobile food units, except with a special event permit.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1017, § 1(Exh. 1), 4-16-2014; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.050 Dimensional standards—MUC-1.

- A. Minimum lot areas: None.
- B. Maximum building height: Forty feet or three stories, whichever is less.
- C. Minimum required setbacks if not abutting a residential zone: None.
- D. Minimum required interior and rear yard setbacks if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every one foot of building height over thirty-five feet.
- E. Maximum allowed setbacks.
 - 1. Front yard: Five feet.
 - 2. Interior side yard: None.
 - 3. Corner side setback abutting street: Thirty feet.
 - 4. Rear yard: None.

Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.

- F. Maximum lot coverage of the building and parking lot: Eighty percent.
- G. Minimum required landscaping (including landscaping within a parking lot): Twenty percent.
- H. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a mixed-use configuration or to live/work dwellings.

I. Standalone residential development of fewer than five units are exempt from maximum setbacks and minimum density requirements of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.29.060 Dimensional standards—MUC-2.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.25.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Sixty feet.
- E. Minimum required setbacks if not abutting a residential zone: None.
- F. Minimum required interior and rear yard setbacks if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every two feet of building height over thirty-five feet.
- G. Maximum Allowed Setbacks.
 - 1. Front yard: Five feet.
 - 2. Interior side yard: None.
 - 3. Corner side yard abutting street: Twenty feet.
 - 4. Rear yard: None.
- H. Maximum site coverage of building and parking lot: Ninety percent.
- I. Minimum landscaping requirement (including parking lot): Ten percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a mixed-use configuration or to live/work dwellings.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.070 Floor area ratio (FAR).

Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.

- A. The minimum floor area ratios contained in OCMC 17.29.050 and 17.29.060 apply to all nonresidential and mixed-use building development, except standalone commercial buildings less than ten thousand square feet in floor area.
- B. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.
- C. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.080 Additional standards for Thimble Creek Concept Plan Area.

- A. Applicability. This section applies to all development in the MUC-2 district within the Thimble Creek Concept Plan Area.
- B. Relationship of Standards. These standards apply in addition to and supersede the standards of the MUC-2 zone within the Thimble Creek Concept Plan Area. In the event of a conflict, the standards of this section control.
- C. Uses.
 - 1. Light industrial uses limited to the design, light manufacturing, processing, assembly, packaging, fabrication and treatment of products made from previously prepared or semi-finished materials are permitted.
 - 2. The following permitted uses, alone or in combination, shall not exceed twenty percent of the total gross floor area of all of the other permitted and conditional uses within the development site. The total gross floor area of two or more buildings may be used, even if the buildings are not all on the same parcel or owned by the same property owner, as long as they are part of the net developable portion of contiguous mixed-use corridor zoned lands.
 - a. Restaurants, eating and drinking establishments;
 - b. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;
 - c. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores, marijuana, and similar, provided the maximum footprint for a standalone building with a single store does not exceed twenty thousand square feet; and
 - d. Grocery stores provided the maximum footprint for a standalone building does not exceed forty thousand square feet.
 - 3. Drive-throughs are prohibited.
 - 4. Gas stations are prohibited.
 - 5. Bed and breakfast and other lodging facilities for up to ten guests per night are a conditional use.
 - 6. Tax Lot 00800, located on Clackamas County Map #32E10C has a special provision to allow the multifamily residential use permitted as of July 31, 2020 as a permitted use. This property may only maintain and expand the current use.
- D. Dimensional Standards.
 - 1. Minimum floor area ratio (FAR) shall be 0.35.
 - 2. Maximum allowed setback for corner side yard abutting street shall be five feet.
- E. Residential Uses. All residential uses, except live/work units, are limited to upper stories only, and may only be proposed as part of a single development application incorporating nonresidential uses allowed in the MUC-2 district on the ground floor.

(Ord. No. 21-1006, § 1(Exh. A), 7-1-2020)

Chapter 17.34 MUD MIXED-USE DOWNTOWN DISTRICT

17.34.010 Designated.

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use. This district includes a downtown design district overlay for the historic downtown area. Retail and service uses on the ground floor and office and residential uses on the upper floors are encouraged in this district. The design standards for this sub-district require a continuous storefront façade featuring streetscape amenities to enhance the active and attractive pedestrian environment.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.020 Permitted uses.

Permitted uses in the MUD district are defined as:

- A. Banquet, conference facilities and meeting rooms;
- B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities;
- C. Child care centers and/or nursery schools;
- D. Indoor entertainment centers and arcades;
- E. Health and fitness clubs;
- F. Medical and dental clinics, outpatient; infirmary services;
- G. Museums, libraries and cultural facilities;
- H. Offices, including finance, insurance, real estate and government;
- I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday;
- J. Postal services;
- K. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment;
- L. Multi-family residential, triplexes and quadplexes;
- M. One or two units in conjunction with a nonresidential use provided that the residential use occupies no more than fifty percent of the total square footage of the development;
- N. Restaurants, eating and drinking establishments without a drive-through;
- O. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;
- P. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores provided the maximum footprint of a freestanding building with a single store does not exceed sixty thousand square feet (a freestanding building over sixty thousand square feet is allowed as long as the building contains multiple stores);

- Q. Seasonal sales;
- R. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state;
- S. Studios and galleries, including dance, art, photography, music and other arts;
- T. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers;
- U. Veterinary clinics or pet hospitals, pet day care;
- V. Home occupations;
- W. Research and development activities;
- X. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed;
- Y. Transportation facilities;
- Z. Live/work dwellings;
- AA. After-hours public parking;
- BB. Marinas;
- CC. Religious institutions;
- DD. Mobile food units outside of the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.030 Conditional uses.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

- A. Drive-through facilities;
- B. Emergency services;
- C. Hospitals;
- D. Outdoor markets that do not meet the criteria of OCMC 17.34.020.I;
- E. Parks, playgrounds, play fields and community or neighborhood centers;
- F. Parking structures and lots not in conjunction with a primary use on private property, excluding after-hours public parking;
- G. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies and specialty stores in a freestanding building with a single store exceeding a foot print of sixty thousand square feet;
- H. Public facilities such as sewage and water treatment plants, water towers and recycling and resource recovery centers;
- I. Public utilities and services such as pump stations and sub-stations;
- J. Distributing, wholesaling and warehousing;
- K. Gas stations;

- L. Public and or private educational or training facilities;
- M. Stadiums and arenas;
- N. Passenger terminals (water, auto, bus, train), excluding bus stops;
- O. Recycling center and/or solid waste facility;
- P. Shelters, except within the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.040 Prohibited uses.

The following uses are prohibited in the MUD district:

- A. Kennels;
- B. Outdoor storage and sales, not including outdoor markets allowed in OCMC 17.34.030;
- C. Self-service storage;
- D. Single-family detached residential units, townhouses and duplexes;
- E. Motor vehicle and recreational vehicle repair/service;
- F. Motor vehicle and recreational vehicle sales and incidental service;
- G. Heavy equipment service, repair, sales, storage or rental (including but not limited to construction equipment and machinery and farming equipment);
- H. Marijuana production, processing, wholesaling, research, testing, and laboratories;
- I. Mobile food units within the downtown design district unless a special event has been issued.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.050 Pre-existing industrial uses.

Tax lot 5400 located at Clackamas County Tax Assessors Map #22E20DD, Tax Lots 100 and two hundred located on Clackamas County Tax Assessors Map #22E30DD and Tax Lot 700 located on Clackamas County Tax Assessors Map #22E29CB have special provisions for industrial uses. These properties may maintain and expand their industrial uses on existing tax lots. A change in use is allowed as long as there is no greater impact on the area than the existing use.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.060 Mixed-use downtown dimensional standards—For properties located outside of the downtown design district.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.30.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Seventy-five feet, except for the following location where the maximum building height shall be forty-five feet:

1. Properties between Main Street and McLoughlin Boulevard and 11th and 16th streets;
 2. Property within five hundred feet of the End of the Oregon Trail Center property; or
 3. Property abutting single-family detached or attached units.
- E. Minimum required setbacks, if not abutting a residential zone: None.
- F. Minimum required interior side yard and rear yard setback if abutting a residential zone: Fifteen feet, plus one additional foot in yard setback for every two feet in height over thirty-five feet.
- G. Maximum Allowed Setbacks.
1. Front yard: Twenty feet.
 2. Interior side yard: No maximum.
 3. Corner side yard abutting street: Twenty feet.
 4. Rear yard: No maximum.
 5. Rear yard abutting street: Twenty feet.
- H. Maximum site coverage including the building and parking lot: Ninety percent.
- I. Minimum landscape requirement (including parking lot): Ten percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.
- K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.070 Mixed-use downtown dimensional standards—For properties located within the downtown design district.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.5.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Fifty-eight feet.
- E. Minimum required setbacks, if not abutting a residential zone: None.
- F. Minimum required interior and rear yard setback if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every three feet in building height over thirty-five feet.
- G. Maximum Allowed Setbacks.

 1. Front yard setback: Ten feet.
 2. Interior side yard setback: No maximum.
 3. Corner side yard setback abutting street: Ten feet.
 4. Rear yard setback: No maximum.
 5. Rear yard setback abutting street: Ten feet.

Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.

- H. Maximum site coverage of the building and parking lot: Ninety-five percent.
- I. Minimum landscape requirement (including parking lot): Five percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.

K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.34.080 Explanation of certain standards.

- A. Floor Area Ratio (FAR).
 - 1. Purpose. Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.
 - 2. Standards.
 - a. The minimum floor area ratios contained in OCMC 17.34.060 and 17.34.070 apply to all nonresidential and mixed-use building developments.
 - b. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.
 - c. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.
- B. Building Height.
 - 1. Purpose.
 - a. The Masonic Hall is currently the tallest building in downtown Oregon City, with a height of fifty-eight feet measured from Main Street. The maximum building height limit of fifty-eight feet will ensure that no new building will be taller than the Masonic Hall.
 - b. A minimum two-story (twenty-five feet) building height is established for the downtown design district overlay sub-district to ensure that the traditional building scale for the downtown area is maintained.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

Chapter 17.60 VARIANCES¹

17.60.010 Authority.

According to procedures set forth in OCMC 17.60.030, the planning commission or the community development director may authorize variances from the requirements of this title. In granting a variance, the planning commission or community development director may attach conditions to protect the best interests of the surrounding property or neighborhood and otherwise achieve the purposes of this title. No variances shall be granted to allow the use of property for a purpose not authorized within the zone in which the proposed use would be located.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.60.020 Variances—Procedures.

- A. A request for a variance shall be initiated by a property owner or authorized agent by filing an application with the city recorder. The application shall be accompanied by a site plan, drawn to scale, showing the dimensions and arrangement of the proposed development. When relevant to the request, building plans may also be required. The application shall note the zoning requirement and the extent of the variance requested. Procedures shall thereafter be held under Chapter 17.50. In addition, the procedures set forth in subsection D of this section shall apply when applicable.
- B. A nonrefundable filing fee, as listed in OCMC 17.50.080, shall accompany the application for a variance to defray the costs.
- C. Before the planning commission may act on a variance, it shall hold a public hearing thereon following procedures as established in Chapter 17.50. A variance shall address the criteria identified in OCMC 17.60.030, Variances—Grounds.
- D. Minor variances, as defined in subsection E of this section, shall be processed as a Type II decision, shall be reviewed pursuant to the requirements in OCMC 17.50.030.B, and shall address the criteria identified in OCMC 17.60.030, Variance—Grounds.
- E. For the purposes of this section, minor variances shall be defined as follows:
 - 1. Variances to setback and yard requirements to allow additions to existing buildings so that the additions follow existing building lines;
 - 2. Variances to width, depth and frontage requirements of up to twenty percent;
 - 3. Variances to residential yard/setback requirements of up to twenty-five percent;
 - 4. Variances to nonresidential yard/setback requirements of up to ten percent;
 - 5. Variances to lot area requirements of up to five percent;

¹Editor's note(s)—Ord. No. 08-1014, adopted July 1, 2009, repealed Chapter 17.60 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, Chapter 17.60 pertained to similar subject matter. See Ordinance Disposition List for derivation.

6. Variance to lot coverage requirements of up to twenty-five percent;
7. Variances to the minimum required parking stalls of up to five percent; and
8. Variances to the floor area requirements and minimum required building height in the mixed-use districts.
9. Variances to design and/or architectural standards for single-family dwellings, duplexes, ~~single-family attached dwellings, townhomes, internal conversions~~, accessory dwelling units, ~~triplex and quadplexes, and cluster housing~~ in OCMC 17.14, 17.16, 17.20, 17.21, and 17.22.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

17.60.030 Variance—Grounds.

A variance may be granted only in the event that all of the following conditions exist:

- A. That the variance from the requirements is not likely to cause substantial damage to adjacent properties by reducing light, air, safe access or other desirable or necessary qualities otherwise protected by this title;
- B. That the request is the minimum variance that would alleviate the hardship;
- C. Granting the variance will equal or exceed the purpose of the regulation to be modified.
- D. Any impacts resulting from the adjustment are mitigated;
- E. No practical alternatives have been identified which would accomplish the same purpose and not require a variance; and
- F. The variance conforms to the comprehensive plan and the intent of the ordinance being varied.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)



MEMORANDUM

December 5, 2022

To : Christina Robertson-Gardiner, Senior Planner

From : Josh Wheeler, PE, Assistant City Engineer

RE : Middle Housing Driveway Code 16.12.035

Oregon City Public Works has made recommended revisions to OCMC 16.12.035 due to the additions of middle housing to City Code.

Some revisions are clerical or clarifying in nature. Other revisions are directly related to the implementation of middle housing. Lastly, a couple of revisions are to enhance code based on experiences and questions we have encountered during permitting. The goal of most of these revisions is to provide flexibility but also limit the amount of driveways which ensures a safer travel environment. Note that driveways are defined as access from a public right-of-way to a private property. The portion of the access beyond the right-of-way on private property is not regulated. A summary of the most significant revisions is shown below :

- Requiring shared driveways when driveways cannot meet driveway spacing requirements
- Requiring a limit of maximum two driveways per frontage for all residential uses
- Limiting the number of driveways to properties with only one frontage to one driveway or two driveways, if the proposal meets the middle housing standards.
- Providing flexibility for the size of shared driveways
- Providing direction for cluster housing
- Providing an equitable, consistent regulation for middle housing that acts as or can easily be compared to a small subdivision or partition with individual lots
- Ensuring driveways on collectors or arterials do not allow for backing out onto these roadways. All movements must be forward-facing when leaving the property



REPORT DATE: March 18, 2022

FILE NO.: Legislative File: GLUA 22-0002/LEG-22-0001

APPLICANT: City of Oregon City – Planning Division
698 Warner Parrott Rd, Oregon City, Oregon 97045

CONSULTANTS: 3J Consulting: Steve Faust, Principal
JET Planning: Elizabeth Decker, Principal

REVIEWERS: Christina Robertson-Gardiner, AICP, Senior Planner
Aquilla Hurd-Ravich, AICP, Community Development Director
Carrie Richter, Asst. City Attorney

REQUEST: Amend Title 16 and 17 of the Oregon City Municipal Code to Implement the Goals and Policies of State House Bill 2001 and Senate Bill 458 regarding Middle Housing.

LOCATION: City Wide

RECOMMENDATION: **Adoption of the proposed amendments.** See last page for full recommendation.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land-use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use must begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

2. The community development director's Report. Once the planning commission hearing has been scheduled and noticed in accordance with Section 17.50.090(C) and any other applicable laws, the community development director shall prepare and make available a report on the legislative proposal at least seven days prior to the hearing.

3. Planning Commission Recommendation. At the conclusion of the hearing, the planning commission shall adopt a recommendation on the proposal to the city commission. The planning commission shall make a report and recommendation to the city commission on all legislative proposals. If the planning commission

recommends adoption of some form of the proposal, the planning commission shall prepare and forward to the city commission a report and recommendation to that effect.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land-use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

IF YOU HAVE ANY QUESTIONS ABOUT THIS APPLICATION, PLEASE CONTACT THE PLANNING DIVISION OFFICE AT (503) 722-3789.

EXECUTIVE SUMMARY:

The Housing Choices Code Update (House Bill 2001) proposes amendments to Title 16 (Land Divisions) and Title 17 (Zoning) of the Oregon City Municipal Code in order to permit a greater range of middle housing types including duplexes, triplexes, quadplexes, townhouses and cottage clusters in residential zones where single-family detached residential units are permitted. The proposed code updates build on policy and code updates adopted in 2019 with the Equitable Housing Policy project to encourage a greater range of housing types throughout the city, in order to bring the City's code into full compliance with recently adopted state legislation for middle housing (House Bill 2001 enacted in 2019) and middle housing land divisions (Senate Bill 458 enacted in 2021) by the state's June 30, 2022 effective deadline.

The code updates incorporate guidance from public outreach in Fall 2021 through Spring 2022, four Planning Commission work sessions and hearings and three City Commission work sessions and hearings, as well as engagement with the Citizen Involvement Committee and Historic Review Board.

CC&Rs (Covenants, Conditions, and Restrictions)

While HB 2001 does prohibit the creation of new CC&Rs that conflict with HB 2001, it does not affect existing CC&Rs. To find out if a specific property has CC&Rs, contact the Homeowner's Association (if applicable) or a title company or conduct a search through Clackamas County Deeds & Records. Title reports, produced when purchasing property, should disclose any CC&Rs. Realtors are required to disclose existing CC&Rs before properties are sold. The City of Oregon City does not enforce CC&Rs or other such private agreements.

I. INTRODUCTION

PROPOSAL

The Housing Choices Code Update includes updates to Titles 16 and 17 of the City's code to permit middle housing types (duplexes, triplexes, quadplexes, townhouses and cottage clusters) in full compliance with HB 2001 requirements, and to permit middle housing land divisions to create fee-simple ownership

opportunities of individual housing units resulting from middle housing developments. The proposed updates build upon earlier policy work developed in the 2019 Equitable Housing Policy project and were written to maintain existing policy direction while meeting the specifics of state requirements in HB 2001 and SB 458.

Middle housing standards must comply with new Oregon Administrative Rules (OARs) and/or Model Code standards that implement HB 2001. The OARs set minimum requirements for all middle housing types, and the Model Code offers best practices for cities to adopt or adapt that generally go a step beyond the minimum compliance standards.

The following code amendments were developed to meet the minimum compliance standards. The Planning Commission or City Commission could choose to implement code that goes beyond the minimum compliance standards if they choose- but would need to provide that direction to staff through the hearings process.

Key updates in this package include:

- **Terms:** Updating duplex, triplex, quadplex, townhouse and cottage cluster definitions and using them consistently throughout Titles 16 and 17.
- **Low density zones (R-10, R-8, R-6):** Expanding permitted middle housing types beyond corner duplexes and cluster housing to include all duplexes, triplexes, quadplexes, townhouses and cottages clusters; revising existing and introducing new dimensional and density standards in order to permit middle housing at the same scale as single-family detached residential units.
- **Medium density zones (R-5, R-3.5):** Because the full range of middle housing types are already permitted, only minor changes to dimensional and density standards are proposed to accommodate middle housing.
- **High-density zones (R-2):** Only minor changes to terms are proposed for consistency; middle housing types will continue to be permitted in this zone but it is not subject to HB 2001.
- **Design standards for middle housing:** Applying the same single-family detached residential design standards to duplexes; revising design standards specific to triplexes and quadplexes, townhouses and cottage clusters to incorporate elements of the single-family detached residential standards and state Model Code elements.
- **Parking requirements:** Reducing off-street parking minimums to one space per unit for cottage clusters; parking ratios and requirements for other middle housing types already comply with the maximum of one off-street space per unit allowed by HB 2001.
- **Access and driveway standards:** Maintaining provisions for one driveway per residential lot developed with either single-family detached or middle housing units; minimal revisions to allowed driveway widths for each residential type.
- **Procedures:** Expanding administrative reviews (Type I) for middle housing on a single lot to apply to triplexes, quadplexes and cottage clusters in addition to single-family detached, duplexes and townhouses.
- **Land divisions:** Creating a new middle housing land division procedure to allow expedited division of an individual lot developed with a middle housing project (such as dividing a quadplex into four separate, small fee-simple lots provided they are served with separate utilities). Note: The existing subdivision process will continue to be required for large developments to create individual lots that could then be developed with middle housing.

- **Goal-protected areas:** Maintaining existing protections for historic areas, natural resource areas, and geohazard areas to apply to any middle housing proposed. While middle housing types will not be prohibited within these areas, the development and design standards for each overlay will apply to middle housing and may effectively limit middle housing. The Historic Review Board will be concurrently working on guidance about the application of existing design standards to any proposed middle housing development.

Code Summary Memo

Key issues where there is flexibility to craft provisions in the space between OARs and Model Code standards that best respond to Oregon City's needs are highlighted in the code summary memo to focus discussion around key decision points (Exhibit c). While the broad aspects of middle housing regulations with the greatest impact on development are set by state regulations, namely provisions around which middle housing uses to permit, where to permit them, and the dimensional and density standards that apply, these outstanding policy issues do provide some additional flexibility for the City to guide middle housing development and where desired, enhance development feasibility.

For each of these issues, this memo identifies a 'compliance' option that minimizes code and policy changes to the extent needed to meet the state minimum compliance standards, followed by alternative policy option(s) if policy makers wish to further expand middle housing development permissions. **For each identified issue, policy makers may elect to confirm the compliance option, choose to include the alternative policy option(s) in this round of code updates, or choose to continue to explore the alternative policy option(s) in future code updates,** separate from initial code update package needed to meet the June 30, 2022 deadline.

If the Planning and City Commissions determines that additional analysis or outreach is needed before direction can be given on the following policy questions, staff recommends that after the 1st package is adopted in June 2022, GLUA 22-0002/LEG-22-0001 be continued to a date certain October Planning Commission hearing to review a 2nd package of amendments that address policy questions that are advanced by the City and allow staff the ability to respond to any technical revisions needed in response to implementation of the initial package.

The staff report and redline code will be updated over the course of the hearings to reflect Planning Commission and City Commission direction on the following policy questions. The compliance option has been included in the draft redlines as the default approach.

Policy	Compliance Option	Alternate Option
Middle Housing in Geohazard Areas	Maintain existing 2 units per acre limitation	Permit some middle housing- same footprint as single-family
Townhouse Maximum Density	Set townhouse maximum densities to the lowest density option allowed for each zone	Permit higher density standards in some or all zones.
Duplex, Triplex and Quadplex Configurations	Continue to require duplex, triplex and quadplex units to be attached.	Permit some or all duplex, triplex and quadplex units be detached.
Duplex Lot Coverage in Medium Density Zones	Maintain maximum building lot coverage for duplexes equal to that allowed for single-family detached dwellings in each zone (50-55%)	Increase maximum building lot coverage for duplexes to match the current allowance for a single-family dwelling plus an ADU (60-65%).
Lot Coverage in Low Density Zones	Set maximum building lot coverage for middle housing types in low density zones equal to the allowed lot coverage for single-family detached dwellings.	Increase maximum building lot coverage for specific middle housing types in rough proportion to increased numbers of units. Specifically, consider increasing duplex lot coverage to 45%, triplex and quadplex lot coverage to 45-50% or more, and/or townhouse lot coverage to 70%.
Cottage Cluster On-Street Parking Credits	Maintain the minimum requirement of one off-street parking space per cottage with no reductions for available on-street parking spaces.	Make cottage cluster developments eligible to use on-street parking credits to count toward the minimum off-street parking requirements, similar to other residential and commercial development
Garage Options for Cottage Clusters	Maintain existing option for 600-SF (shared) detached parking garages/structures and option for small attached garages that count towards total gross floor area as two options for garage parking with cottage clusters.	Explicitly permit up to 200-400-SF detached garages for individual cottages exempt from gross floor area limitations, clarifying that 600-SF structures must be shared in common parking areas; and/or exempt up to 200-SF attached garages for individual cottages from the gross floor area limitations

Future Policy Questions

Multiple ADUs per Lot	Consider the future role for ADUs and how ADU standards compare to plex standards. Consider whether to permit multiple ADUs per lot for greater parity with new provisions for plexes, which could be written to require one attached and one detached unit, or in any combination.
High Density Zone Development Standards	With the introduction of middle housing at greater densities in the low and medium densities zone, there could be a broader discussion about the purpose and standards for the high-density R-2 zone
Lot Averaging for Subdivisions	Consider whether and how lot averaging should apply to middle housing options beyond duplexes, and whether lot averaging remains a useful tool for new developments along with middle housing opportunities.
Land Use Affordability Incentives	More flexible code provisions for middle housing could be selectively targeted at projects meeting affordability requirements, both to improve feasibility of those projects and to explicitly encourage affordable housing development.
Allow non-conforming single-family units in Commercial Districts to convert to duplexes	Over the years the city has seen single-family residential and duplexes as separate uses that have different impacts. HB 2001 further blurs this distinction. Should the city begin to allow owners of houses in Commercial zones be allowed to change the use to a duplex within the existing footprint- or even allow a modest increase?

II. SUMMARY OF PUBLIC OUTREACH

The amendments are subject to the Type IV legislative process, which requires public notification and public hearings before the Planning Commission and City Council. This process has been established by the City and determined to be consistent with the City's acknowledged Citizen Involvement Program and Statewide Planning Goal 1. The public hearing notice of the action and decision, and the hearings on this case before the Planning Commission and City Council are all recognized as opportunities for citizen participation.

An extensive and significant public outreach process occurred during the development code amendment process that included:

- [Project website](#) created Summer 2021, with background information, public process timeline, and ways to connect with staff
- Land use Measure 56 Postcard sent to all owners and residents within the UGB listing project and March 28, 2022 hearings date.
- Survey #1 October 2021 sent via utility bill insert Survey #2- December 2021/January 2022 sent via mailing list/social media/e-newsletter. Survey #1 which focused on general questions garnered 162 responses, and Survey #2 focusing specifically on policy options had 83 responses.
- Focus groups in January 2022 with market-rate housing developers, nonprofit housing developers, and City staff engaged in development review to understand current issues with middle housing code provisions, and future middle housing development opportunities and concerns.
- January Development Stakeholder Group Presentation
- Trail News E-Newsletter – monthly updates October to March

- Fall 2021, Winter 2021/2022 Trail News
- City social media posts (October-March)
- Project e-blasts updates (October-March) 141 people on mailing list

The Planning Commission and City Commission reviewed the zoning and code amendments for the Middle Housing Code Updates over multiple meetings from the first quarter of 2021 through the end of March of 2022. Comments and direction, as well as public comments, were tracked throughout the hearings, and topics were added to future meetings if new items were identified or had not been resolved. The following meetings were held to discuss the proposed legislative amendments:

May 11, 2021, City Commission Worksession

Presentation- Ethan Stuckmayer, Senior Planner of Housing Programs, Department of Land Conservation and Development

September 7, 2021 City Commission Worksession -

Presentation- Christina Robertson-Gardiner, Senior Planner, Initial project approach

October 4, 2021 Citizen Involvement Committee

Presentation- Christina Robertson-Gardiner, Senior Planner, Project introduction

October 26, 2021 Historic Review Board

Presentation- Christina Robertson-Gardiner, Senior Planner, Project introduction/historic guidelines

February 22, 2022 Historic Review Board * Revised date

Presentation- Design Guidelines for Middle Housing in Historic Overlay District

February 28, 2022 Planning Commission Work Session

General Business: Project timeline

March 7, 2022 Citizen Involvement Committee- Update * Revised date

Presentation- Christina Robertson-Gardiner, Senior Planner, Project update

March 8, 2022 City Commission Work Session- * Revised date

Presentation- Housing tools beyond Land Use

March 14, 2022 Planning Commission Work Session

General Business: Review of proposal

Public Hearings: March 28, 2022 – June 1, 2022.

IIa Public Comment

A public comment matrix is attached to the staff report (Exhibit b) and will be updated to reflect public comments added into the records through the hearings process.

III. DECISION-MAKING CRITERIA:

The remainder of this report details compliance of the proposed code amendments with the applicable state, regional and local requirements.

III.A DECISION-MAKING CRITERIA - CONTINUED:

CHAPTER 17.68 ZONING CHANGES AND AMENDMENTS

17.68.010 Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the comprehensive plan map, may be initiated by:

- A. A resolution request by the city commission;*
- B. An official proposal by the planning commission;*
- C. An application to the planning division; or*
- D. A Legislative request by the planning division.*

All requests for amendment or change in this title shall be referred to the planning commission.

Response: This Legislative request is for amendments to the Oregon City Municipal Code and was initiated by the Planning Division.

17.68.015 - Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

Response: Compliance with the procedures set forth in OCMC 17.50 are discussed after the findings for OCMC 17.68 – Zoning Changes and Amendments.

17.68.020 Criteria.

The criteria for a zone change are set forth as follows:

- A. The proposal shall be consistent with the goals and policies of the comprehensive plan.*

Response: Consistency with the Oregon City Comprehensive Plan (OCCP) Goals and Policies follow starting on a subsequent page of this report.

- B. That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed by the zone or can be made available prior to issuing a certificate of occupancy. Service shall be sufficient to support the range of uses and development allowed by the zone.*

Response: The capacity of the respective public facilities and services to support the proposal is addressed below and is also discussed in the findings for Statewide Planning Goal 11.

Water, Sewer, & Storm Drainage

Goal 11 requires the City to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. Pursuant to OAR 660-011-0020(2), a public facility plan must identify significant public facility projects which are to support the land uses designated in the acknowledged comprehensive plan.

Oregon City's wastewater collection and treatment, water distribution, and stormwater management facilities and services are governed by the following ancillary documents:

- City of Oregon City Sanitary Sewer Master Plan (2014)
- City of Oregon City Stormwater Master Plan (2020)
- City of Oregon City Water Master Plan (2021)

The above documents, together with Oregon City's Transportation System Plan from 2013 (TSP), are the City's acknowledged public facilities and transportation system plans that inform infrastructure investments (i.e., water, stormwater, wastewater, transportation, and electricity) in Oregon City. The TSP is addressed under the Goal 12 findings below. No changes to the PFSP are proposed in conjunction with the code update project, and the code update project is otherwise consistent with Goal 11 as explained below.

In June 2021, a technical memorandum by Wallis Engineering (exhibit f) was created to determine the impact of increasing housing density within certain residential zones on the water supply and distribution system, the sanitary sewer collections system, and the stormwater system. Wastewater treatment is provided by the Tri-City Sewer District and potable water supply is provided by the South Fork Water Board; both of which were not assessed in this memorandum. The memo recommended that the City actively monitor growth and metric changes as a result of HB 2001 to determine if the assumptions made in the various infrastructure Master Plans and this memorandum are significantly flawed.

The public facility plan requirements in OAR 660-011-0020(2) include public facility projects to support the development of middle housing in areas zoned for residential use that allow for the development of detached single-family dwellings. Following adoption of middle housing allowances by a Large City, the Large City must work to ensure that infrastructure serving undeveloped or underdeveloped areas, as defined in OAR 660-046-0320(8), where middle housing is allowed is appropriately designed and sized to serve middle housing. The anticipated increase in housing density in existing areas is not expected to result in overburdening public facilities and services. HB 2001 states, "The density expectations may not project an increase in residential capacity above achieved density by more than three percent without quantifiable validation of such departures." Further, middle housing other than duplexes will be required to have "sufficient infrastructure" to serve the development, detailed as infrastructure meeting adopted levels of service, in proposed OCMC 17.16.080. New public facilities and services will be designed to serve anticipated residential development, including middle housing. The amendments will not result in the need to adjust or amend existing policies or projects in the City's adopted facility plans. Therefore, compliance with Goal 11 is maintained for the middle housing code updates.

Transportation

Impacts to the transportation system are addressed under (C) below.

Schools, Police & Fire Protection

Impacts to police, fire protection, and schools are not anticipated by these code amendments related to middle housing.

C. The land uses authorized by the proposal are consistent with the existing or planned function, capacity and level of service of the transportation system serving the proposed zoning district.

Response: The impacts of the proposal on the transportation system were reviewed by Kevin Chewuk and Alex Correa, transportation engineer at DKS Associates. Please refer to the DKS analysis and memorandum dated March 17, 2022 (exhibit e) The memorandum provides an assessment of the transportation implications of the proposed code updates.

Even though HB 2001 does not require cities to show compliance with the Transportation Planning Rule (TPR), Oregon City chose to pursue additional analysis, through this memo, to ensure that their adopted plans are sufficient and can account for the potential increase in units in the Low and Medium Density Dwelling Districts.

The memo summary provides an overview of the analysis. The assumed increase in residential trips resulting from a middle housing shift is not expected to have a significant effect on the transportation system in Oregon City. A reasonable worst-case scenario assuming the addition of middle housing would result in just 170 additional p.m. peak hour trips when compared to the TSP horizon year analysis in 2035. This middle housing shift will occur gradually over time and will be dispersed throughout the UGB, so no intersection will experience all the added trips. The findings of the 2035 TSP will not change because of the middle housing shift and there is no anticipated need to add projects to the TSP as a result. Middle housing built on lots created through the land use process will continue to be analyzed as part of development review and a proposal's Transportation Impact Analysis (TIA).

Pursuant to ORS 660-046-0030 regarding Middle Housing in Medium and Large Cities, when a local government amends its comprehensive plan or land use regulations to allow middle housing, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility as otherwise required by the Transportation Planning Rule (TPR), at OAR 660-012-0060. However, the memo assesses potential impacts related to permitting middle housing throughout the city including potential for greater trip generation associated with middle housing compared to the single-family detached development densities assumed in previous transportation planning.

The memo concludes that the assumed increase in residential trips is not expected to have a significant effect on intersections in the UGB. A reasonable worst-case scenario assuming the addition of middle housing would result in just 170 additional p.m. peak hour trips when compared to the TSP horizon year analysis in 2035. These trips are distributed throughout the UGB, so no intersection will experience all the added trips and will not have a significant effect on the transportation system. The findings of the 2035 TSP will not change because of the middle housing shift, including the established citywide circulation needs. New

subdivisions will continue to be analyzed as part of development review to establish localized needs (e.g., safe access, connectivity).

D. Statewide planning goals shall be addressed if the comprehensive plan does not contain specific policies or provisions which control the amendment.

Response: Responses to the applicable statewide planning goals are addressed in Section III.C. of this report.

CHAPTER 17.50 ADMINISTRATION AND PROCEDURES

17.50.030 Summary of the City's Decision-Making Processes.

Finding: Complies as Proposed. The proposed Legislative application is being reviewed pursuant to the Type IV process.

17.50.050 - Pre-application conference

Finding: Complies as Proposed. A pre-application conference, File #PA-22-013, was held on March 17, 2022 to discuss the proposed Housing Choices Code Updates in accordance with the requirements of OCMC 17.50.050.

17.50.055 Neighborhood Association Meeting

Finding: Complies as Proposed. This is a citywide application; no specific neighborhood association was identified and is not required with the code that is currently in effect. As required for Legislative files, the project was presented to the Citizen Involvement Committee on October 4th, 2021, and March 7th, 2022. A full list of public engagement efforts related to the subject amendments are discussed in Section II.E. of this report and in findings for Statewide Planning Goal 1.

17.50.060 Application Requirements.

Finding: Complies as Proposed. All application materials required are submitted with this narrative.

17.50.070 Completeness Review and 120-day Rule.

Finding: Complies as Proposed. This is a Legislative Decision, there is no 120-day deadline for making a final city decision.

17.50.080 Complete Application--Required Information.

Finding: Complies as Proposed. All application materials required are submitted with this narrative.

17.50.090 Public Notices.

Finding: Complies as Proposed. A Measure 56 Notice was sent to all property owners within the City and general Land Use Notice was sent to all residents within the urban growth boundary. The Land Use Notice was posted on the Oregon City website and in a general circulation newspaper. Staff provided an email transmittal of the application and notice to affected agencies, and to all Neighborhood Associations requesting comment.

17.50.100 Notice Posting Requirements.

Finding: Complies as Proposed. No signs were posted as there was not a limited number of affected properties for this proposed Legislative amendment.

III.b. OREGON CITY COMPREHENSIVE PLAN GOALS AND POLICIES

Goal 1.2 Community and Comprehensive Planning

Ensure that citizens, neighborhood groups, and affected property owners are involved in all phases of the comprehensive planning program.

Policy 1.2.1

Encourage citizens to participate in appropriate government functions and land-use planning.

Goal 1.4 Community Involvement

Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

Policy 1.4.1

Notify citizens about community involvement opportunities when they occur.

Response: The proposal is consistent with these Goals and Policies. The project provided numerous opportunities for citizen involvement, including engagement with the Citizen Involvement Committee, the Development Stakeholder Group, the Historic Review Board, and various stakeholder groups. Multiple informational resources were provided to the general public and interested members of the public through the project website, e-blasts, social media and other tools. Two online surveys were circulated via utility bill inserts and mailing lists, social media, and via e-newsletters; results helped to inform the code policy development. Additionally, a Measure 56 postcard was sent to all property owners and residents within the City's urban growth boundary. Meetings were held with the City Commission and Planning Commission and citizens were notified of these meetings via the above-mentioned means. See full summary in Section II.E.

2.1 Efficient Use of Land

Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently, and that land is developed following principles of sustainable development.

Policy 2.1.1

Create incentives for new development to use land more efficiently, such as by having minimum floor area ratios and maximums for parking and setbacks.

Policy 2.1.2

Encourage the vertical and horizontal mixing of different land-use types in selected areas of the city where compatible uses can be designed to reduce the overall need for parking, create vibrant urban areas, reduce reliance on private automobiles, create more business opportunities and achieve better places to live.

Response: The middle housing code updates will expand the number and type of middle housing uses in zones previously used principally for detached single-unit dwellings and make development of middle housing more feasible through broadening permitted housing types, particularly in the low-density zones (R-10, R-8, R-6). In doing so, a significant amount of land previously restricted to lower density, detached single-unit dwellings within the UGB will be available for middle housing development at higher residential densities that can utilize existing infrastructure. An increased number of dwelling units within these existing residential areas effectively conserves rural resource lands outside of the UGB and improves the efficiency of public services and facilities by concentrating development opportunities where residential development already exists.

Goal 5.3 Historic Resources

Encourage the preservation and rehabilitation of homes and other buildings of historic or architectural significance in Oregon City

Policy 5.3.7 Encourage property owners to preserve historic structures in a state as close to their original construction as possible while allowing the structure to be used in an economically viable manner.

Policy 5.3.8 Preserve and accentuate historic resources as part of an urban environment that is being reshaped by new development projects.

Goal 5.4 Natural Resources

Identify and seek strategies to conserve and restore Oregon City's natural resources, including air, surface and subsurface water, geologic features, soils, vegetation, and fish and wildlife, in order to sustain quality of life for current and future citizens and visitors, and the long-term viability of the ecological systems.

Response: The existing protections for historic areas, natural resource areas, and geohazard areas that are found within the relevant sections of the Oregon City Municipal Code will remain in place, and will apply to any middle housing proposed. The Historic Review Board will be concurrently working on guidance about the application of existing design standards to any proposed middle housing development.

Goal 6.1 Air Quality

Promote the conservation, protection and improvement of the quality of the air in Oregon City.

Response: The proposed amendments will not affect any codes or policies that implement Goal 6.

Policy 6.1.1 Promote land-use patterns that reduce the need for distance travel by single occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping and education.

Response: The Housing Choices Code Updates will have the net effect of increasing the density of land within the urban growth boundary, specifically in low density zones that currently permit single-family detached residential and limited middle housing options. These amendments will promote land-use patterns that are denser than what is currently permitted. An increased number of dwelling units within these existing residential areas rather than developing new residential areas can reduce the need for distance travel.

Goal 7.1 Natural Hazards

Protect life and reduce property loss from the destruction associated with natural hazards.

Policy 7.1.1

Limit loss of life and damage to property from natural hazards by regulating or prohibiting development in areas of known or potential hazards.

Policy 7.1.8 Provide standards in City Codes for planning, reviewing, and approving development in areas of potential landslides that will prevent or minimize potential landslides while allowing appropriate development.

Response: Geohazard areas are an identified Goal 7 resource under state land use system. Per OAR 660-046-0010(3)(c), cities may apply protective measures within Goal 7 areas including, but not limited to, restrictions on use, density, and occupancy by limiting middle housing types, in order to reduce risk to people and property from natural hazards.

The City's existing Geological Hazards Overlay District (OCMC 17.49) generally limits residential development to two dwelling units per acre and individual residential uses are limited by maximum grading and disturbance volumes.

In the Geologic Hazard Overlay District, the development of middle housing at densities that exceed the maximum density allowed for detached single-unit dwellings would increase the number of people exposed to a hazard. For that reason, development of middle housing in the Geologic Hazard Overlay District will be subject to regulations limiting density where there are slopes between 25-35% or located within historic landslide areas to two dwelling units per acre, whether that be two single-family detached dwellings, one duplex, or any other residential development type permitted in the underlying zoning district. This standard will permit residential development without increasing the number of people exposed to landslide hazards, thereby limiting loss of life and damage to property from natural hazards through the regulation of development in these areas.

Goal 10.1 Diverse Housing Opportunities

Provide for the planning, development and preservation of a variety of housing types and lot sizes.

Response The Equitable Housing Policy code updates, which predated the proposed Housing Choices Code Updates to comply with HB 2001, allowed for a broad range of housing options collectively referred to as "middle housing." Middle housing was defined in those amendments as a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for housing choices at a variety of scales across a variety of neighborhoods, encouraging a more diverse housing stock in residential zones that are currently dominated by single-family residential homes. Adding to the work that

was previously done through the Equitable Housing Policy code updates, the Housing Choices Code Updates proposed herein continue to guide the planning and development of a variety of housing types and lot sizes in accordance with this goal.

Policy 10.1.1

Maintain the existing residential housing stock in established older neighborhoods by maintaining existing Comprehensive Plan and zoning designations where appropriate.

Response: The middle housing code updates provide opportunities to expand upon the range of development types across more of the city while continuing to permit (or maintaining) the existing residential housing stock.

Policy 10.1.3

Designate residential land for a balanced variety of densities and types of housing, such as single-family attached and detached, and a range of multi-family densities and types, including mixed-use development.

Policy 10.1.4

Aim to reduce the isolation of income groups within communities by encouraging diversity in housing types within neighborhoods consistent with the Clackamas County Consolidated Plan, while ensuring that needed affordable housing is provided.

Response: The proposed code amendments, driven by HB 2001, provides Oregonians with more housing choices, especially those that are attainably priced. The “middle housing” addressed by HB 2001 includes duplexes, triplexes, quadplexes, townhouses and cottage clusters. These housing types meet the housing needs of many younger people, older people, and low-income households who cannot afford or do not need a large single-family detached house, and reduce environmental impacts associated with large houses. Many of these housing types were historically permitted and built throughout the state prior to World War II, and can still be found in many older neighborhoods. HB 2001 re-legalizes these housing types, which have not been built in many cities for over 70 years due in part to restrictive zoning codes.

Policy 10.1.5

Allow Accessory Dwelling Units under specified conditions in single-family residential designations with the purpose of adding affordable units to the housing inventory and providing flexibility for homeowners to supplement income and obtain companionship and security.

Response: Middle housing is intended to expand upon, not replace, earlier state and local efforts to permit accessory dwelling units (ADUs) in all residential areas and other efforts to support greater variety of housing options. Minor revisions to ADU standards are proposed in OCMC 17.20.010.D to remove off-street parking requirements as required by HB 2001 (codified as ORS 197.312(5)(B)(b)) to enhance development feasibility.

Policy 10.1.6

Allow site-built manufactured housing on individual lots in single-family residential zones to meet the requirements of state and federal law. (Pursuant to state law, this policy does not apply to land within designated historic districts or residential land immediately adjacent to a historic landmark.)

Response: The Oregon City Municipal Code does not differentiate between manufactured housing and other housing types on individual lots and the proposed code amendments do not propose to change this; an individual manufactured house is permitted on any lot where a single-family detached residential unit is permitted.

The code amendments do allow for some additional options for manufacture housing. Cluster housing could potentially be built using park model manufactured homes if designed to meet the cluster housing standards. Allowance of some detached middle housing, could also provide additional opportunities for siting manufactured home if pursued by the Planning and City Commissions.

Policy 10.1.7

Use a combination of incentives and development standards to promote and encourage well-designed single-family subdivisions and multi-family developments that result in neighborhood livability and stability.

Response: The proposed code amendments further support livable neighborhoods by broadening the permitted housing types beyond duplex and cluster housing in low density zones. This would entail the inclusion of dimensional and density standards that permit middle housing at the same scale as single-family detached homes. The Housing Choices Code Updates also include development standards related to the design of middle housing, providing standards specific to each middle housing type generally to address the allowed design components in a clear and objective manner consistent with the requirements of HB 2001.

Goal 10.2 Supply of Affordable Housing

Provide and maintain an adequate supply of affordable housing.

Policy 10.2.2

Allow increases in residential density (density bonuses) for housing development that would be affordable to Oregon City residents earning less than 50 percent of the median income for Oregon City.

Policy 10.2.3

Support the provision of Metro's Title 7 Voluntary Affordable Housing Production Goals.

Policy 10.2.4

Provide incentives that encourage the location of affordable housing developments near public transportation routes. Incentives could include reduction of development-related fees and/or increases in residential density (density bonuses).

Response: (From Comprehensive Plan, P. 77):

In 2001, Metro adopted amendments to Title 7 of the Urban Growth Management Functional Plan to implement the Regional Affordable Housing Strategy (2000), which identifies measures to provide

adequate affordable housing in the Metro region. The amendments require local jurisdictions to consider adopting a number of tools and strategies for promoting the creation and retention of affordable housing. Metro defines an affordable housing unit as one that requires no more than 30 percent of household income for people earning 50 percent of the median household income in their jurisdiction. By that definition, an affordable housing unit in Oregon City in 2000 would cost \$570 per month or less. The 2002 housing inventory and analysis showed that the number of lower-cost units in Oregon City was inadequate to meet both the current (2002) and projected housing needs of the city's lower-income residents. Title 7 tools and strategies have been adopted as Goal 10.2 and Policies 10.2.1 through 10.2.4.

Housing affordability is a significant issue in Oregon City as it is across the region, with 50% of Oregon City renter households and 28% of homeowner households identified as “cost-burdened” because more than 30% of household income is spent on housing, according to the 2021 Housing Needs Analysis. While middle housing is not explicitly affordable housing, it can increase the number and variety of new housing options that ease scarcity and costs across the housing spectrum, particularly if it can support creation of smaller dwelling units more in line with needs and incomes of small households.

Goal 11.1 Provision of Public Facilities

Serve the health, safety, education, welfare, and recreational needs of all Oregon City residents through the planning and provision of adequate public facilities.

Policy 11.1.2 Provide public facilities and services consistent with the goals, policies and implementing measures of the Comprehensive Plan, if feasible.

Response: The public facility plan requirements in OAR 660-011-0020(2) include public facility projects to support the development of middle housing in areas zoned for residential use that allow for the development of detached single-family dwellings. Following adoption of middle housing allowances by a Large City, the Large City must work to ensure that infrastructure serving undeveloped or underdeveloped areas, as defined in OAR 660-046-0320(8), where middle housing is allowed is appropriately designed and sized to serve middle housing. The anticipated increase in housing density in existing areas is not expected to result in overburdening public facilities and services. HB 2001 states, “The density expectations may not project an increase in residential capacity above achieved density by more than three percent without quantifiable validation of such departures.” New public facilities and services will be designed to serve anticipated residential development, including middle housing. The amendments will not result in the need to adjust or amend existing policies or projects in the City’s adopted facility plans. Therefore, compliance with Goal 11.1 and Policy 11.1.2. is maintained for the middle housing code updates.

Goal 11.2 Wastewater

Seek the most efficient and economic means available for constructing, operating, and maintaining the City’s wastewater collection system while protecting the environment and meeting state and federal standards for sanitary sewer systems.

Policy 11.2.2 Plan, operate and maintain the wastewater collection system for all current and anticipated city residents within the existing Urban Growth Boundary. Plan strategically for future expansion areas

Goal 11.3 Water Distribution

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's water distribution system while protecting the environment and meeting state and federal standards for potable water systems.

Policy 11.3.1 Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing Urban Growth Boundary and plan strategically for future expansion areas.

Policy 11.3.3 Maintain adequate reservoir capacity to provide all equalization, operational, emergency, and fire flow storage required for the City's distribution system

Goal 11.4 Stormwater Management

Seek the most efficient and economical means available for constructing, operating, and maintaining the City's stormwater management system while protecting the environment and meeting regional, state, and federal standards for protection and restoration of water resources and fish and wildlife habitat

Policy 11.4.1 Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing Urban Growth Boundary and plan strategically for future expansion areas.

Response: The City has performed due diligence by contracting with Wallis Engineering to determine the impact of increasing housing density within certain residential zones on water supply and distribution, sanitary sewer collections systems, and the stormwater system. Generally, the June 2021 memo recommended that the City actively monitor growth and metric changes as a result of HB 2001 to determine if the assumptions made in the various infrastructure Master Plans and this memorandum need to be updated.

Goal 12.1 Land Use-Transportation Connection

Ensure that the mutually supportive nature of land use and transportation is recognized in planning for the future of Oregon City.

Response: The proposed code amendments implement this vision to balance land use and transportation goals; the proposal is supported by a transportation memo prepared by DKS that concludes that development associated with the proposal can be served by the planned City-wide transportation system as discussed in the finding for Goal 12.6 and related policies below.

Goal 12.6 Capacity

Develop and maintain a transportation system that has enough capacity to meet users' needs.

Policy 12.6.1 Provide a transportation system that serves existing and projected travel demand.

Policy 12.6.2 Identify transportation system improvements that mitigate existing and projected areas of congestion.

Policy 12.6.3 Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion.

Policy 12.6.4 Identify and prioritize improved connectivity throughout the city street system

Response: The impacts of the proposal on the transportation system were reviewed by a transportation consultant, DKS Please refer to the DKS analysis and memorandum which is attached to this narrative (exhibit e). The memorandum provides an assessment of the transportation implications of the project proposal.

Pursuant to ORS 660-046-0030 regarding Middle Housing in Medium and Large Cities, when a local government amends its comprehensive plan or land use regulations to allow middle housing, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility as otherwise required by the Transportation Planning Rule (TPR), at OAR 660-012-0060. However, the memo assesses potential impacts related to permitting middle housing throughout the city including potential for greater trip generation associated with middle housing compared to the single-family detached development densities assumed in previous transportation planning.

The memo concludes that the assumed increase in residential trips shown in the attached report is not expected to have a significant effect on intersections in the UGB. A reasonable worst-case scenario assuming the addition of middle housing would result in just 170 additional p.m. peak hour trips when compared to the TSP horizon year analysis in 2035. These trips are distributed throughout the UGB, so no intersection will experience all the added trips and will not have a significant effect on the transportation system. The findings of the 2035 TSP will not change because of the middle housing shift, including the established citywide circulation needs. New subdivisions will continue to be analyzed as part of development review to establish localized needs (e.g., safe access, connectivity).

Goal 14.1 Urban Growth Boundary

Establish, and amend when appropriate, the Urban Growth Boundary in the unincorporated area around the city that contains sufficient land to accommodate growth during the planning period for a full range of city land uses, including residential, commercial, industrial, and institutional.

Policy 14.1.1 The Urban Growth Boundary shall conform to Title 11 of the Code of the Metropolitan Service District and will provide sufficient land to accommodate 20-year urban land needs, resulting in efficient urban growth and a distinction between urban uses and surrounding rural lands, and promoting appropriate infill and redevelopment in the city.

Goal 14.2 Orderly Redevelopment of Existing City Areas

Reduce the need to develop land within the Urban Growth Boundary by encouraging redevelopment of underdeveloped or blighted areas within the existing city limits.

Policy 14.2.2 Encourage redevelopment of city areas currently served by public facilities through regulatory and financial incentives.

Response: The Housing Choices Code Updates reduce the need to develop land within the UGB by encouraging the redevelopment of underdeveloped areas within existing city limits by expanding upon the opportunity to develop at higher densities within lower density zones. All areas slated to be impacted by these code amendments are currently served by public facilities already or are planned to be served by future public facilities prior to any development. The Housing Choices Code Updates may allow a modest increase in the number of dwelling units that could be constructed within the UGB because a greater number of units will be permitted on lots that were previously restricted to detached single-unit dwellings.

III.c. OREGON STATEWIDE PLANNING GOALS

Statewide Planning Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

Response: Requirements under Goal 1 are met by adherence to the applicable goals and policies of Section 1 of the Oregon City Comprehensive Plan and the citizen involvement processes required by the Oregon City Municipal Code, Chapter 17.50 – Administration and Procedures. A Summary of Public Outreach in accordance with Goal 1 can be found within Section II.E. of this report.

The amendments are subject to the Type IV legislative process, which requires public notification and public hearings before the Planning Commission and City Council. This process has been established by the City and determined to be consistent with the City's acknowledged Citizen Involvement Program and Statewide Planning Goal 1. The public hearing notice of the action and decision, and the hearings on this case before the Planning Commission and City Council are all recognized as opportunities for citizen participation. Additionally, Measure 56 notice required by ORS 227.186 was mailed to affected property owners. Goal 1 is met.

Statewide Planning Goal 2 – Land Use Planning:

This goal requires a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Response: This goal outlines the land use planning process and policy framework, and is implemented through the applicable Goals and Policies in Section 2 of the Oregon City Comprehensive Plan: Land Use. The Oregon City Comprehensive Plan and Oregon City Municipal Code have been acknowledged by DLCD as being consistent with the statewide planning goals. The City has followed the land use planning process and policy framework established in the City's acknowledged comprehensive plan elements and Oregon City Municipal Code as a basis for all decision and actions related to the use of land and to assure an adequate factual basis for such decisions and actions.

The amendments will be adopted by the City Commission after a public hearing. Multiple opportunities have been provided for review and comment by citizens and affected governmental units during the preparation of this ordinance.

Statewide Planning Goal 2 Guideline E states:

“Minor changes, i.e., those which do not have significant effect beyond the immediate area of the change, should be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change should be established. Minor changes should not be made more frequently than once a year, if at all possible.”

While the Statewide Planning Goal Guidelines are not mandatory provisions, the code updates are consistent with the direction provided in Guideline E, because the middle housing code update will help to increase the diversity of housing opportunities which would help to meet Oregon City's housing needs. These amendments originate from the HB 2001 and Oregon City is justified in providing the aforementioned necessary changes to the Oregon City Municipal Code. This is consistent with Goal 2.

Statewide Planning Goals 3 & 4: Agricultural Lands and Forest Lands

Response: These statewide planning goals relate to agricultural and forest lands in Oregon and are not applicable to these amendments. These amendments pertain to lands within City limits that is zoned for urban development. By definition, Oregon City does not have rural resource lands such as for agricultural or forest use within its city limits or UGB, and therefore, those goals are not applicable.

Statewide Planning Goal 5 – Natural Resources, Scenic and Historic Areas

Response: The City is currently in compliance with the Statewide Planning Goal 5. The amendments do not alter the City's acknowledged Goal 5 inventories or land use programs. No changes will occur directly to current natural resource or historic protections (OCMC 17.49, Natural Resource Overlay District, and OCMC 17.40, Historic Overlay District) because of these amendments; therefore, the amendments are in compliance with Goal 5. In areas subject to the Historic Overlay District, middle housing types permitted in the underlying zoning districts will be permitted consistent with OAR 660-046-0010(3)(B) and will require review and compliance with Historic Overlay District provisions.

The Historic Review Board is currently pursuing amendments to the Design Guidelines to New Construction to provide additional clarity for property owners, neighbors, and the city on appropriate design approaches to middle housing in historic districts and Landmarks. OCMC 17.40 Historic Overlay District and the existing Design Guidelines for New Construction currently provide sufficient legal authority for the Historic Review Board to review middle housing in Historic Overlay Districts. Revisions to the guidelines can occur after June 30, 2022 and are not dependent on the HB 2001 deadline.

Statewide Planning Goal 6: Air, Water, and Land Resources Quality

Response: Pursuant to OAR 660-015-0000(6), a Medium or Large City may limit development within an urban growth boundary to support attainment of federal and state air, water, and land quality requirements. Medium and Large Cities may apply regulations adopted pursuant to Goal 6 to the development of Middle Housing. The City is currently in compliance with Statewide Planning Goal 6. The amendments do not alter the City's acknowledged land use programs regarding water quality and flood management protections. As a result, the updates comply with Goal 6.

Statewide Planning Goal 7 – Areas Subject to Natural Hazards

Response: Pursuant to OAR 660-015-0000(7), Medium and Large Cities must adopt comprehensive plans (inventories, policies, and implementing measures) to reduce risk to people and property from natural hazards. Such protective measures adopted pursuant to Goal 7 apply to Middle Housing, including, but not limited to, restrictions on use, density, and occupancy in the following areas:

- (A) Special Flood Hazard Areas as identified on the applicable Federal Emergency Management Agency Flood Insurance Rate Map; and

(B) Other hazard areas identified in an adopted comprehensive plan or development code, provided the Medium or Large City determines that the development of Middle Housing presents a greater risk to life or property than the development of detached single-family dwellings from the identified hazard. Greater risk includes but is not limited to actions or effects such as:

- (i) Increasing the number of people exposed to a hazard;
- (ii) Increasing risk of damage to property, built, or natural infrastructure; and
- (iii) Exacerbating the risk by altering the natural landscape, hydraulics, or hydrology.

The City is currently in compliance with Goal 7 for geologic hazard areas by maintaining current development limitations and review requirements. Per OAR 660-046-0010(3)(c), cities may apply protective measures within Goal 7 areas including, but not limited to, restrictions on use, density, and occupancy by limiting middle housing types, in order to reduce risk to people and property from natural hazards.

The City's existing Geological Hazards Overlay District (OCMC 17.49) generally limits residential development to two dwelling units per acre and individual residential uses are limited by maximum grading and disturbance volumes.

In the Geologic Hazard Overlay District, the development of middle housing at densities that exceed the maximum density allowed for detached single-unit dwellings would increase the number of people exposed to a hazard. For that reason, development of middle housing in the Geologic Hazard Overlay District will be subject to regulations limiting density where there are slopes between 25-35% to two dwelling units per acre, whether that be two single-family detached dwellings, one duplex, or any other residential development type permitted in the underlying zoning district. This standard will permit residential development without increasing the likelihood of or the number of people exposed to landslide hazards, thereby limiting loss of life and damage to property from natural hazards through the regulation of development in these areas.

The amendments do not alter the City's acknowledged land use programs regarding potential landslide areas (OCMC 17.44 – US-Geologic Hazards) and flood protection (OCMC 17.42 – Flood Management Overlay District).

Statewide Planning Goal 8 – Recreational Needs

Response: The provision of recreation services within Oregon City is the responsibility of the Oregon City Parks and Recreation Department. This goal is not applicable as the Housing Choices Code Updates have no effect on the availability of or access to recreational opportunities as planned in the City's Parks and Recreation Master Plan; therefore, the updates are in compliance with Goal 8.

Statewide Planning Goal 9: Economic Development

Response: This goal is not applicable as the Housing Choices Code Updates have no direct effect on economic development and economic growth; the updates apply only within residentially zoned areas.

Statewide Planning Goal 10: Housing

To provide for the housing needs of citizens of the state.

Response: Goal 10 requires that jurisdictions inventory buildable lands for residential use and develop plans that encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type, and density.

The City of Oregon City recently adopted a Housing Needs Analysis in December 2021. This document serves as the City's compliance document under Goal 10, OAR Chapter 660 Division 008 (Division 008), and ORS 197.296(3) – and provides the factual and analytical basis for the City's determination that the separate City of Oregon City UGB has sufficient buildable land to meet identified housing needs during the 20-year planning period. This report, known as the City of Oregon City 2021- 2041 Housing Needs Analysis, suggests that Oregon City should plan for the growth of 7,435 new dwelling units over the next 20 years. Much of the growth in housing will be driven by growth in households. The City will meet Metro's requirements for net density and housing mix within its existing zoning but has a slight shortage of land for high-density housing and an unmet need for affordable housing.

Consistent with HB 2001 and ORS 197.758, the Housing Choices Code Updates expand housing options which will provide some help in meeting the forecasted needs outlined in the Housing Needs Analysis. Housing affordability is a significant issue in Oregon City as it is across the region, with 50% of Oregon City renter households and 28% of homeowner households identified as "cost-burdened" because more than 30% of household income is spent on housing. While middle housing is not explicitly affordable housing, it can increase the number and variety of new housing options that ease scarcity and costs across the housing spectrum, particularly if it can support creation of smaller dwelling units more in line with needs and incomes of small households.

The Housing Choices Code Updates may allow a modest increase in the number of dwelling units that could be constructed within the UGB because a greater number of units will be permitted on lots that were previously restricted to detached single-unit dwellings. Since its allowance in 2019/2020 as part of the equitable housing process, the city has approved only 15 new units of middle housing.

The proposed middle housing updates revise dimensional, density, and design standards to reduce the regulatory barriers to middle housing development, which meets the definition of needed housing per ORS 197.303(1).

Finding: The proposed middle housing code updates meet the minimum compliance standards for Large Cities, including OAR 660-046-0200 to OAR 660-046-0235, in part through incorporation of aspects of the Large Cities Model Code and in other part by applying the same standards for detached single unit dwellings to middle housing types.

Finding: While not a code revision in this packet, but still responsive to reducing the barriers to middle housing development. As required by OAR 660-046-0030(2), the City of Oregon City's City Commission considered methods to increase the affordability of middle housing through ordinances or policies including but not limited to:

- a. Waiving or deferring system development charges;

b. Adopting or amending criteria for property tax exemptions under ORS 307.515 to ORS 307.523, ORS 307.540 to ORS 307.548 or ORS 307.651 to ORS 307.687 or property tax freezes under ORS 308.450 to ORS 308.481; and

c. Assessing a construction tax under ORS 320.192 and ORS 320.195.

The City Commission reviewed a memo prepared by ECONorthwest at the March 8, 2022 City commission worksession on tools to increase affordability of middle housing, including the three strategies above, and conducted a work session on March 8, 2022 to review potential applicability of these tools.

Finding: The City of Oregon City does not propose to use alternative siting and design standards as permitted under OAR 660-046-0235.

Finding: The impacts of HB 2001 on the Goal 10-mandated Housing Needs Analysis and Buildable Lands Inventory will be assessed in the future, to the extent that the implementation of HB 2001 has increased the City's capacity for residential development within the Urban Growth Boundary which may help to meet the City's identified housing needs. The proposed updates do not reduce the City's buildable land inventory, nor do they reduce the assumed residential density within the City's residentially-designated lands, and therefore it is anticipated that any additional housing built as a result of these middle housing authorizations will contribute to the overall housing supply built over the planning horizon. Further, the City has an obligation under ORS 197.290 to complete a Housing Production Strategy Report by 2027 that will provide detailed analysis of how the City will ensure the provision of housing units necessary to meet the needs identified in the Housing Needs Analysis. Middle housing, as a strategy to achieve housing demand will be discussed as part of that report.

Finding: The City of Oregon City recently adopted a Housing Needs Analysis in December 2021. This document serves as the City's compliance document under Goal 10, OAR Chapter 660 Division 008 (Division 008), and ORS 197.296(3) – and provides the factual and analytical basis for the City's determination that the separate City of Oregon City UGB has sufficient buildable land to meet identified housing needs during the 20-year planning period. This report, known as the City of Oregon City 2021- 2041 Housing Needs Analysis (HNA), concludes that Oregon City should plan for the growth of 7,435 new dwelling units over the next 20 years. New housing in Oregon City is forecast to be 50% single-family detached, 20% single-family attached, 10% duplexes, triplexes, and quadplexes, and 20% multifamily to meet the diverse needs of the projected Oregon City population.

OAR 660-046-0330 (b) and (c) describe the amount of infill and redevelopment as well as undeveloped areas can count toward the increase of middle housing as a result of the state required changes. Cities may assume a one percent increase in the number of dwelling units produced due to middle housing in infill and redevelopment areas and a three percent increase in the number of dwelling units produced due to middle housing allowances within undeveloped areas. These expected increases in middle housing will help fulfill the needed housing goals.

The 2021 HNA calculated the infill development potential across the City, which can be used at the basis for estimating additional infill capacity as a result of proposed middle housing code amendments. Only capacity within Low and Medium Density Residential areas is included here because proposed middle housing types would be limited to those areas.

Plan Designation	Estimated Redevelopment Units
Low Density Residential	660
Medium Density Residential	233
Total	893
<i>Additional 1% infill capacity</i>	<i>9</i>
Revised Total	902

Source: 2021 HNA Exhibit 8, Estimate of housing units on potentially redevelopable lots by plan designations, Oregon City, City Limits and UGB Areas, 2019

The 2021 HNA also calculated development capacity of undeveloped areas across the City and UGB, which can then be used as the basis for estimating additional housing units that may be produced due to middle housing allowances. Similar to the above infill estimates, the focus is on Low and Medium Residential areas.

Plan Designation	Capacity
Low Density Residential	2,116
Medium Density Residential	3,159
Total	5,275
<i>Additional 3% development capacity</i>	<i>158</i>
Revised Total	5,433

Source: 2021 HNA Exhibit 65, Estimate of residential capacity on unconstrained vacant and partially vacant buildable land, Oregon City Planning Area, 2021 to 2041.

Thus in total, the City could expect up to an additional 167 dwelling units as middle housing to be produced as a result of the proposed middle housing code amendments, in addition to the portion of the total 7,435 new dwelling units for the next 20 years already forecasted to be middle housing types. The additional middle housing capacity helps the City to meet and exceed its forecasted housing needs for the 2021-2041 period, in compliance with Goal 10.

Statewide Planning Goal 11: Public Facilities and Services

To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Response: Goal 11 requires the City to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. Pursuant to OAR 660-011-0020(2), a public facility plan must identify significant public facility projects which are to support the land uses designated in the acknowledged comprehensive plan.

Oregon City's wastewater collection and treatment, water distribution, and stormwater management facilities and services are governed by the following ancillary documents:

- City of Oregon City Sanitary Sewer Master Plan (2014)
- City of Oregon City Stormwater Master Plan (2020)

- City of Oregon City Water Master Plan (2021)

The above documents, together with Oregon City's Transportation System Plan from 2013 (TSP), are the City's acknowledged public facilities and transportation system plans that inform infrastructure investments (i.e., water, stormwater, wastewater, transportation, and electricity) in Oregon City. The TSP is addressed under the Goal 12 findings below. No changes to the Public Facilities Service Plans are proposed in conjunction with the code update project, and the code update project is otherwise consistent with Goal 11 as explained below.

In June 2021, a technical memorandum by Wallis Engineering was created to determine the impact of increasing housing density within certain residential zones on the water supply and distribution system, the sanitary sewer collections system, and the stormwater system. Wastewater treatment is provided by the Tri-City Sewer District and potable water supply is provided by the South Fork Water Board; both of which were not assessed in this memorandum. The memo recommended that the City actively monitor growth and metric changes as a result of HB 2001 to determine if the assumptions made in the various infrastructure Master Plans and this memorandum are significantly flawed.

The public facility plan requirements in OAR 660-011-0020(2) include public facility projects to support the development of Middle Housing in areas zoned for residential use that allow for the development of detached single-family dwellings. Following adoption of Middle Housing allowances by a Large City, the Large City must work to ensure that infrastructure serving undeveloped or underdeveloped areas, as defined in OAR 660-046-0320(8), where Middle Housing is allowed is appropriately designed and sized to serve Middle Housing. The anticipated increase in housing density in existing areas is not expected to result in overburdening public facilities and services. New subdivisions will continue to be analyzed as part of development review to ensure that any proposed middle housing can be served and is consistent with the adopted facility master plans.

HB 2001 states, "The density expectations may not project an increase in residential capacity above achieved density by more than three percent without quantifiable validation of such departures." New public facilities and services will be designed to serve anticipated residential development, including middle housing. The amendments will not result in the need to adjust or amend existing policies or projects in the City's adopted facility plans. Therefore, compliance with Goal 11 is maintained for the middle housing code updates.

Statewide Planning Goal 12: Transportation

To provide and encourage a safe, convenient, and economic transportation system.

Response: The impacts of the proposal on the transportation system were reviewed by a transportation consultant, DKS. Please refer to the DKS analysis and memorandum which is attached to this report. The memorandum provides an assessment of the transportation implications of the proposed code updates.

Pursuant to ORS 660-046-0030 regarding Middle Housing in Medium and Large Cities, when a local government amends its comprehensive plan or land use regulations to allow middle housing, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility as otherwise required by the Transportation Planning Rule (TPR), at OAR 660-012-0060. However, the memo assesses potential impacts related to permitting middle housing throughout the

city including potential for greater trip generation associated with middle housing compared to the single-family detached development densities assumed in previous transportation planning.

The memo concludes that the assumed increase in residential trips shown in the attached report is not expected to have a significant effect on intersections in the UGB. A reasonable worst-case scenario assuming the addition of middle housing would result in just 170 additional p.m. peak hour trips when compared to the TSP horizon year analysis in 2035. These trips are distributed throughout the UGB, so no intersection will experience all the added trips and will not have a significant effect on the transportation system. The findings of the 2035 TSP will not change because of the middle housing shift, including the established citywide circulation needs. New subdivisions will continue to be analyzed as part of development review to establish localized needs (e.g., safe access, connectivity).

Statewide Planning Goal 13: Energy Conservation

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based on sound economic principles.

Response: Goal 13 regarding energy conservation is not applicable because the City's acknowledged regulations implementing Goal 13 remain unaffected by the proposed amendments.

Statewide Planning Goal 14: Urbanization

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Response: Goal 14 requires cities to estimate future growth rates and patterns, and to incorporate, plan, and zone enough land to meet the projected demands. The amendments do not repeal, replace, or void existing code provisions regarding annexation. Therefore, the code amendments are consistent with Goal 14.

Statewide Planning Goal 15: Willamette River Greenway

To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Response: Statewide Planning Goal 15 requires cities to adopt local greenway plans, along with criteria for new development, new uses, and the increase of use along the river. Section 15 – Willamette River Greenway of the Oregon City Comprehensive Plan establishes goals and policies that provide a basis for an overlay zone in Title 17 of the City of Oregon City Municipal Code, namely OCMC 17.48 – WRG Willamette River Greenway Overlay District.

All uses permitted pursuant to the provisions of the underlying zoning district are permitted on lands designated WRG; provided, however, that any development, change of use or intensification of use shall be subject, in addition to the provisions of the underlying district, to the provisions of OCMC 17.48. The uses allowed in the Willamette Greenway Overlay District are the same as those in the underlying zoning district; thus, the middle housing code updates do not repeal, replace, or void existing code provisions related to Goal 15. Furthermore, no changes to existing protections afforded through this overlay are proposed under the middle housing code updates. Therefore, the proposed amendments are consistent with the requirements of Statewide Land Use Goal 15.

Statewide Planning Goals: 16 Estuarine Resources; 17 Coastal Shorelands; 18 Beaches and Dunes; 19 Ocean Resources

Response: *Statewide planning Goals 16-19 relate to coastal lands in Oregon, which are not applicable within the planning jurisdiction of the City of Oregon City and are not applicable to the amendments.*

III. STAFF RECOMMENDATION:

Based on the findings identified above, the proposal to amend Title 16 and 17 of the Oregon City Municipal Code to implement the Goals and Policies of House Bill 2001 is consistent with the Oregon City Comprehensive Plan and State Land Use Goals. Staff recommends approval of Planning file LEG 22-0001.

Exhibits

- a. Draft Redlines
- b. Public Comment Matrix
- c. Code Summary and Policy Questions
- d. Code Matrix
- e. Transportation Analysis Memo
- f. Water Sewer Utility Impact Memo
- g. Senate Bill 458 FAQ
- h. Supporting Documents and Links
- i. October Survey #1 Results
- j. January Survey #2 Results
- k. Nonprofit Developer Focus Group Notes
- l. Developer Focus Group Notes
- m. Policy Tracker



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 03/01/2023
From: City Recorder Jakob Wiley

SUBJECT:

Mayoral Appointments to the Transportation Advisory Committee

EXECUTIVE SUMMARY:

Three Transportation Advisory Committee potential members are being presented for Mayoral appointment.

BACKGROUND:

The following Committee appointments are made for the terms as shown:

Transportation Advisory Committee

- Cedomir Jesic (4th term): 3/1/2023 - 12/31/2025
- Christian Wadsworth (1st term): 3/1/2023 - 12/31/2025
- Julie Hernandez (1st term): 3/1/2023 - 12/31/2025

BUDGET IMPACT:

Amount: No Budget Impact



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 03/01/2023
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

STAFF RECOMMENDATION:

The Oregon City Parks and Recreation staff recommend the City Commission continue to support the Parks & Recreation Department plans to use the Financial Support & Sustainability Strategy Model for operating, maintaining, and reinvesting in the future of the Parks and Recreation Department.

EXECUTIVE SUMMARY:

In October 2020, Oregon City Parks and Recreation Department invested in a department-wide cost recovery analysis and policy creation to help sustain and grow efforts to create play, protect habitat, and enhance recreation opportunity for the community.

The Cost Recovery analysis required a consultant to compile, analyze, and then guide the development of a strategy reflected in the adopted Financial Support and Sustainability Policy. The policy helps balance community benefit and cost. If a Parks and Recreation service or program is more individualized then the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies. Changes to rates and subsidies began July 1, 2022.

BACKGROUND:

Friends of the Ermatinger House Memorandum of Understanding (MOU)

The Francis Ermatinger House reopened on July 7, 2018. At this time the City had dedicated a .5 FTE for the Ermatinger House. After re-opening, communication took place with the Aquatics & Recreation Manager at the time, and an MOU was created. The MOU between the City and the Friends of the Ermatinger House (FEH) renews each year on January 1st, with a 90-day grace period.

In January 2022, the FEH Chair provided the MOU to the Aquatics & Recreation Manager to be signed. The Manager was new and did not realize the MOU had ended. The MOU had a grace period, and the Manager had taken some time to go over it, during hiring and training staff at the swimming pool, which caused some delays due to the amount of time it took to address keeping the pool open. Staff eventually met with the FEH on 2/3/22.

The FEH and Aquatics & Recreation Manager meet monthly, but some meetings had been cancelled due to the Aquatics & Recreation Manager needing to help lifeguard at the pool to avoid swim lesson closures back in January and February of 2022.

A first draft was sent to the FEH on 2/28/22 and the Parks & Recreation Director and Aquatics & Recreation Manager met with the FEH Chair on 3/4/22 to review the proposed changes. Main changes included deleting some information that was mentioned multiple times, focusing on working together on events and programming and splitting the revenue 50/50. Our department and the FEH have typically done all events together since reopening in 2018, except for 2-3 per year.

Adjustments were made to the first draft of the MOU, and during a series of meetings and conversations that did take place, additional requests were taken and made as revisions to the MOU. There were several attempts to schedule meetings to discuss changes, but little response to emails were made by the FEH Chair.

The one consistent thing that Oregon City Parks and Recreation (OCPR) would like to continue to keep in the MOU, is the language that will have the FEH and OCPR working together on all programming and events and split the proceeds 50/50. We also recommend that all revenue generated with FEH be put in the donation account for Ermatinger House. We have provided the proposed MOU, and highlighted areas that were changed from the previous MOU.

Oregon City Youth Sports & Oregon City Soccer Club

Staff have worked with Oregon City Youth Sports (OCYS), Oregon City Soccer Club, and Hillendale Pickleball Club to implement memorandums of understanding. These will work as the guiding principles of agreement moving forward for the use of Oregon City Parks property. MOU's have been successfully executed and implemented with both OCYS and Oregon City Soccer Club. Agreeing upon field use and the implementation of fees associated with use of City fields. The agreed upon amount is \$5.00 year one, \$7.50 in year two and \$10 for year three. This tiered-fee structure is being utilized to lighten the burden placed on these groups moving forward. We recommend that the revenue being generated through sport field fees be dedicated funds to be used to address maintenance and capital projects.

Sports Field Fee History and Field Maintenance

Summary of Sport Field Fees

The earliest document that could be found was a memo from the Community Service Director back on December 20, 2000, to the Mayor and City Commission discussing sports field use and referencing the sport field fee of \$10/hour. There was also an additional fee schedule labeled “Park Fees 2012” that references the sport field fee of \$10/hour.

Current Fee Implementation

- When did we implement the sports field fee?
 - The Parks Department has never charged a fee to Oregon City Youth Sports (OCYS) or Oregon City Soccer Club for use of the fields.
 - As far back as all current staff can verify, the Parks Department has always charged \$10 per/hour per field for ball field rentals to adults, organizations, or youth sports outside Oregon City.
- How did we communicate the current sports field fee? When did OCYS agree to the tiered fee structure?
 - 4/14/2022 – Conversation with George Lee that implementation of fees would be coming.
 - 5/5/2022 – Meeting with OCYS to discuss fee implementation
 - 6/3/2022 – Discussion with OCYS about tiered-fee structure
 - 6/8/2022 – Agreed to tiered-fee structure over 3 years (year 1 = \$5.00/hour, year 2 = \$7.50/hour, year 3 = \$10.00/hour).
 - 9/2/2022 – Email sent to Oregon City Soccer Club with tiered fee schedule information
 - 9/8/2022 – Email sent to OCYS by Parks office with tiered fee schedule information
 - Had conversation to implement tiered fee schedule
- When were the User Agreements signed?
 - Oregon City Youth Sports
 - First User Agreement dated 10/01/2021, through 07/24/2022, signed by OCYS on 01/27/2022 and 02/11/2022.
 - Addendum 1: Signed 03/18 and 03/21/2022
 - Addendum 2: Signed 09/07 and 09/9/2022
 - Oregon City Soccer Club
 - First User Agreement dated 08/22/2022, through 10/29/2022, signed by Oregon City Soccer Club on 09/12/2022.
 - Currently working on revised agreement with OCYS and Oregon City Soccer Club for sports fields use in 2023.

Parks – Ballfield maintenance and support provided by Parks Maintenance Team

(NOTE: Estimated percentage increase in staff time spent during sports season compared to off season)

Field Work and Groundwork Maintenance

- Mowing
 - Mow specific days/times for games/tournaments as requested by OCYS (+10%)
 - Specific mowing requests for infield transition areas when requested by OCYS (+10%)
- Tilling and adding amendments(sand) to fields
- Smoothing transition areas from infield to outfield from buildup of dragging fields
- Irrigation/dust control
 - Parks does not use dust control outside of sports season
 - Maintenance and repairs from broken irrigation heads from dragging fields (+90%)
- Pest control (moles/voles)
- Weed Control
 - General weed control and weed whacking in and around fields, backstops, fencing, etc.
 - Move soccer goals to weed whack and mow (+90%)

Services and Amenities

- Garbage (empty cans and pick stick litter)
 - Extra garbage receptacle checks during practices/games/tournaments (+20%)
 - Remove litter around ballfields, bleachers, dugouts (+30%)
 - Sunflower seed and bubble gum removal (+30%)
- Restrooms
 - Extra restroom cleaning due to increased use and mud from cleats (+40%)
- Backstop, fence, bleacher maintenance and repairs
 - Regular maintenance is minimal outside of sports season, other than possible vandalism
 - Repairs/maintenance of backstop and fencing during sports season (+90%)
 - Pressure washing as needed before the start of the sports season
- Storage for sports equipment (areas entirely maintained by City)
 - Hillendale storage boxes in upper and lower fields
 - Wesley Lynn fenced area with shed (shed is owned by OCYS)
- Snack shack use (building maintenance, electricity, and water all paid by City)
 - Chapin snack shack and storage in mechanical room

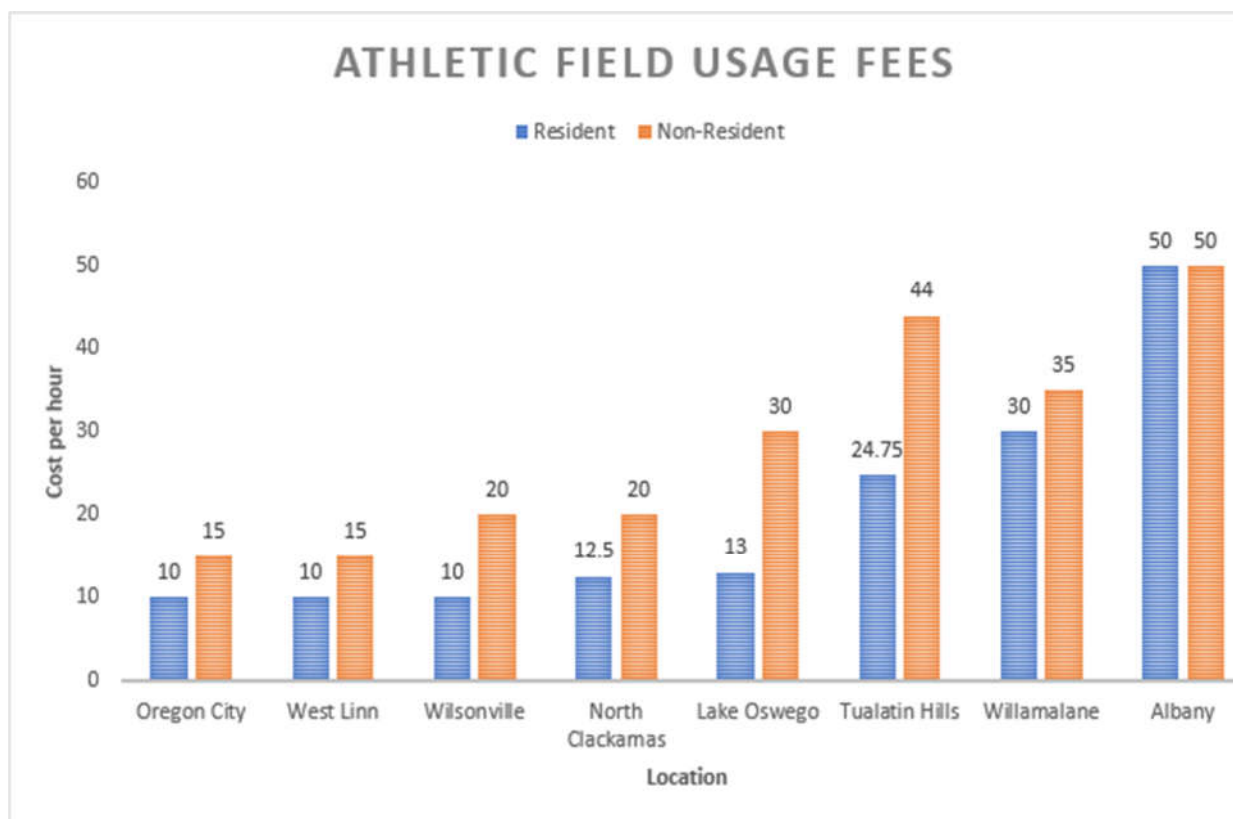
- Wesley Lynn snack shack

Other impacts and Parks Department staff time

- Revenue loss from blocking shelter rentals during games and tournaments
- Office staff time to coordinate/schedule to avoid conflicting events on fields and shelter/events
- Field calls and complaints about portable restrooms, parking issues, dust issues, noise
- Park Host spends extra time cleaning up and overseeing general park activities during sports season (+30% increase in time spent)
- Mower damage from hitting baseballs
- Permitting assistance, park access and other support for OCYS projects and project assistance

Oregon City Youth Sports (OCYS) – Ballfield Maintenance and Support Provided by OCYS

- Dragging and chalking field
- Turface (Athletic Field Soil Conditioner) at Wesley Lynn
- Grant and install for Wesley Lynn Scoreboard
- Grant and install of artificial turf of Wesley Lynn ball field #2
- Base and pitching mound maintenance



Location	Resident	Non-Resident	Additional fees
Oregon City	\$10.00	\$15.00	None
West Linn	\$10.00	\$15.00	Field prep \$50/hr Permit \$15/hr
Wilsonville	\$10.00	\$20.00	Processing fee \$45 Lights \$10/hr Deposits \$500 (refundable) 2 hr min
North Clackamas	\$12.50	\$20.00	Lights \$15/hr Field prep \$15 Fencing \$100 Pitching mound \$25 Cancellation \$500
Lake Oswego	\$13.00	\$30.00	Cleaning/disposal \$200 Light turn-off \$50 Field lining \$75 10% of income from admission events
Tualatin Hills	\$24.75	\$44.00	Up to \$67/hr non-resident Impact fee \$50-\$170 After-hour staffing \$40/hr Nonrefundable deposit \$200
Willamalane	\$30.00	\$35.00	Lights, bleachers, and fencing fees established at time of rental
Albany	\$50.00	\$50.00	Lights \$35 Pitching mound \$30 Damage deposit \$150 90-minute time slot

Neighborhood Associations

There is no formal policy associated with Neighborhood Associations. The City has agreements with each of the Neighborhood Associations that mention we will support them administratively and financially. The City Manager also has the authority to authorize free use of facilities and parks by the Neighborhood Associations.

We currently have the Library available to host meetings free of charge and are working on renovating the Community Development community room as another option for meetings. The Oregon City School District is also providing space for Neighborhood Association meetings.

We recommend creating a formal policy for Neighborhood Associations and allowing the use of postcard and communication funds in the CIC budget to pay for fees associated with Neighborhood Associations.

OPTIONS:

1. Continue to support the proposed Memorandums of Understanding
2. Provide recommendations for changes within the Memorandums of Understanding

Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations

Kendall Reid, Parks & Recreation Director

Objectives

Memorandums of Understanding

- Friends of the Ermatinger House
- Parks Foundation
- Oregon City Youth Sports
- Oregon City Soccer

Sport Fields

- History of Fees
- Maintenance
- Fee Comparison

Neighborhood Associations

- Policy
- Fee Waiver
- Funding



Memorandums of Understanding

Friends of the Ermatinger House

- The Parks Department has been working with the Friends of the Ermatinger House (FEH) on the MOU. An MOU has been in place since 2018 and much of the same information stands in the MOU
- The goal of both the FEH and the City is to work together on providing events and fundraising opportunities to reach the goals of the City and the FEH. Because of this, we have asked for all events we do to be split 50/50, allowing the FEH to do 12 hours' worth of events (estimating two days from 10am-4am) for any of their own fundraising efforts.
- We recommend that all revenue generated with FEH be put in the donation account for Ermatinger House.
- No agreement has been reached with the Friends of the Ermatinger House and negotiations have been ongoing.



Memorandums of Understanding

Parks Foundation

- On March 31, 2021, the president of the Parks Foundation shared concerns about the maintenance of the pollinator garden at the VFW. He shared that many of the pollinators that were planted by the Parks Foundation had been destroyed. We discussed issues with communication and a lack of clarity around roles and responsibilities.
- The Parks Department decided to replace all the pollinators and started the discussion around creating an MOU to clarify roles and responsibilities. No agreement has been reached with the Parks Foundation and negotiations have been ongoing.



Memorandums of Understanding

Hillendale Pickleball Club

- The Parks Department has attempted to negotiate an MOU with the Hillendale Pickleball Club for the use of the sports courts, but no agreement could be agreed upon. At the last meeting and discussion, there was nothing signed nor were they willing to sign the City's agreement. Therefore, it was requested that they remove their items from City property. Negotiations have continued with no resolve at this time



Memorandums of Understanding

Oregon City Youth Sports & Oregon City Soccer Club

- The Parks Department has worked with Oregon City Youth Sports (OCYS) and Oregon City Soccer Club to implement memorandums of understanding. These MOU's will work as the guiding principles of agreement moving forward for the use of Oregon City Parks property. MOU's have been successfully executed and implemented with both OCYS and Oregon City Soccer Club. Agreed upon field use and the implementation of fees associated with use of City fields. The agreed upon amount is \$5.00 year one, \$7.50 in year two, and \$10 for year three. This tiered-fee structure is being utilized to lighten the burden placed on these groups moving forward.



Sport Field Fees

History of Sport Field Fees

- The earliest document that could be found was a memo from the Community Service Director back on December 20, 2000, to the Mayor and City Commission discussing sports field use and referencing the sport field fee of \$10 per hour. There was also an additional fee schedule labeled “Park Fees 2012” that references the sport field fee of \$10/hour.
- The Parks Department has never charged a fee to Oregon City Youth Sports (OCYS) or Oregon City Soccer Club for use of the fields.
- The Parks Department has always charged \$10 per/hour per field for ball field rentals to adults, organizations, or youth sports outside Oregon City.



Sport Field Maintenance

Parks Maintenance Responsibilities

- Mowing
- Tilling
- Irrigation/Dust Control
- Pest Control
- Weed Control
- Garbage
- Restroom Cleaning
- Backstop, fence, bleacher maintenance
- Storage for Sports Equipment
- Building maintenance for snack shack
- Smoothing transition areas from infield to outfield

Oregon City Youth Sports Responsibilities

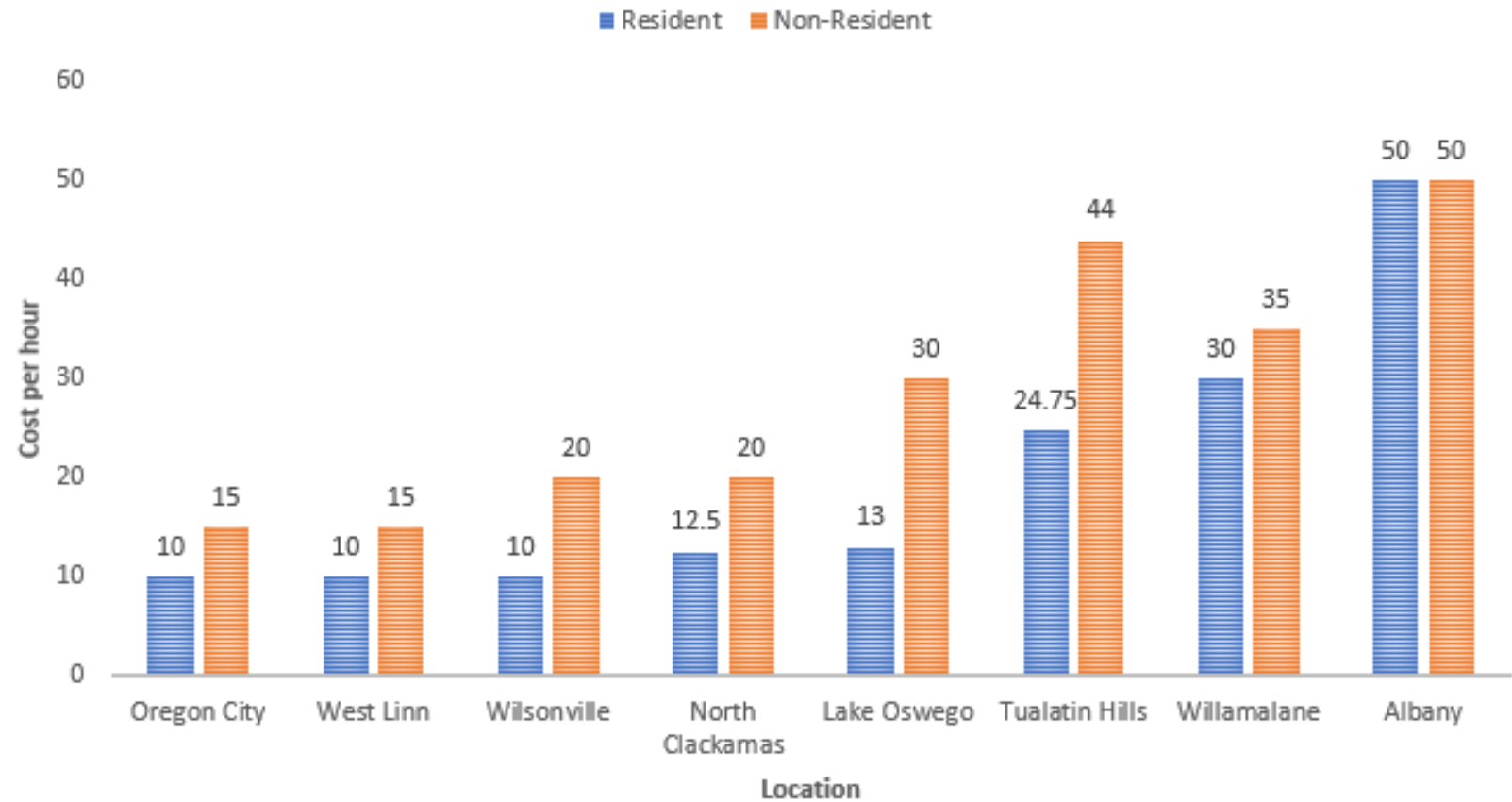
- Dragging and Chalking field
- Turface at Wesley Lynn
- Base and pitching mound maintenance



Sport Field Fee Comparison

ATHLETIC FIELD USAGE FEES

Item 11a.



Sport Field Fee
Comparison

Location	Resident	Non-Resident	Additional fees	Item 11a.
Oregon City	\$10.00	\$15.00	None	
West Linn	\$10.00	\$15.00	Field prep \$50/hr Permit \$15/hr	
Wilsonville	\$10.00	\$20.00	Processing fee \$45 Lights \$10/hr Deposits \$500 (refundable) 2 hr min	
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Tualatin Hills	\$24.75	\$44.00	Up to \$67/hr non-resident Impact fee \$50-\$170 After-hour staffing \$40/hr Nonrefundable deposit \$200	
Willamalane	\$30.00	\$35.00	Lights, bleachers, and fencing fees established at time of rental	
Albany	\$50.00	\$50.00	Lights \$35 Pitching mound \$30 Damage deposit \$150 90-minute time slot	

Neighborhood Associations

- There is no formal policy associated with Neighborhood Associations.
- The Library and Oregon City School District are currently hosting Neighborhood Association meetings. The Community Development Community Room is currently being renovated as another option for meetings.
- We recommend creating a formal policy for Neighborhood Associations and allowing the use of postcard and communication funds in the CIC budget to pay for fees associated with Neighborhood Associations.



Options

1. Continue to support the proposed Memorandums of Understanding
2. Provide recommendations for changes within the Memorandums of Understanding



Master Fee Schedule

Oregon City Parks and Recreation 2022 Master Fee Schedule, Effective July 1, 2022									
Aquatics and Recreation		Parks - Shelters and Special Events					Pioneer Center		
Drop-in Pricing		Park Shelter Reservations		1-35 Attendees	1-50 Attendees	50-100 Attendees	Facility Rentals		
Youth/Seniors	\$4 R \$6 NR	Atkinson Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Ballroom Serving Area		\$135 R \$155 NR
Adult	\$5 R \$7 NR	Canemah Children's Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Basement/Classroom Rental		\$30 R \$50 NR
Family Swim	\$9 R \$11 NR	Clackamette Park General Shelter		NA	\$67 R \$87 NR	\$87 R \$107 NR	Basement Rental-After Hours		\$30 R \$50 NR
Water Exercise Drop-in Pricing		Clackamette Park Horseshoe Shelter		NA	\$67 R \$87 NR	\$87 R \$107 NR	Ermatinger House		
Youth/Seniors	\$6 R \$7 NR	End of the Oregon Trail		NA	\$67 R \$87 NR	\$87 R \$107 NR	Drop-in Pricing		
Adult	\$7 R \$8 NR	Hazel Grove Park (25 people max)		\$67 R \$87 NR	NA	NA	Youth/Seniors		\$4 \$5 NR
Punch Cards		Hillendale Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Adults		\$6 R \$7 NR
Youth/Seniors - 10 punch	\$40 R \$60 NR	Jon Storm Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Family		\$9 R \$11 NR
Adult - 10 punch	\$50 R \$70 NR	Rivercrest Park		NA	\$67 R \$87 NR	\$87 R \$107 NR	Field Trips		\$3-\$10 per person
Memberships		Rivercrest Spray Park (35 people max)		\$67 R \$87 NR	NA	NA	Hourly Facility Rentals		\$40 R \$60 NR
Youth/Seniors - Quarterly	\$35 R \$90 NR	Tyrone S. Woods Memorial Park		NA	\$87 R \$107 NR	\$107 R \$127 NR	Hourly Attic Rental		\$10 R \$15 NR
Adult - Quarterly	\$75 R \$115 NR	Wesley Lynn Park		NA	\$87 R \$107 NR	\$107 R \$127 NR	Park		
Youth/Seniors - Annual	\$130 R \$195 NR	Special Events in the Parks - Clackamette and End of the Oregon Trail (EOT)					Clackamette RV Park Fees	Riverfront	Non-Riverfront
Adult - Annual	\$160 R \$240 NR	Special Event Application Fee:		\$50:	Due at time of Application Submission		Daily Fees	\$40 R \$60 NR	\$30 R \$50 NR
Family Memberships		Resident Rate		EOT / Clackamette		EOT Only	Sports Field Use/Rentals		
Family - Quarterly	\$150 R \$185 NR			No Alcohol		Event with Alcohol	Hourly Field Rentals		
Family - Annual	\$300 R \$400 NR	0-100 people (No portable restroom or drop box required)				\$750	Implement User agreements for anything outside hourly use		
Swim Lessons		101-200 people (1 ADA restroom and 1 drop box)				\$1,179	The Oregon City Parks and Recreation Department has invested in a department-wide cost recovery analysis and policy creation to help sustain and grow efforts to create play, protect habitat, and enhance recreation opportunity for the Community.		
Group Lessons (9, 27 min classes)	\$50 R \$70 NR	201-500 people (1 ADA and 1 standard restroom - 1 drop box)				\$1,515	The Cost Recovery analysis required a consultant to compile, analyze, and then guide the development of a strategy reflected in the adopted Financial Support and Sustainability Policy. If a parks and recreation service or program is more individualized than the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies.		
Private Lessons	\$30.00	501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)				\$1,835	Changes to rates and subsidies begin July 1, 2022. Notice of Rate Increases: Updated fees will be enacted on July 1st, 2022. For an example of fee increases and the swimming Pools new membership structures, please see the fee schedule, continuum, etc. below.		
Semi-Private Lesson	\$43.00	More than 1,000 (1 ADA and 3 std RR min - 1 drop box min)				\$2,480			
Pool Facility Rentals		Non-Resident Rate		EOT / Clackamette		EOT Only	Ongoing Efforts to Maintain Equitable Programs:		
Hourly Pool Rental	\$86 R \$106 NR			No Alcohol		Event with Alcohol	These changes allow parks and recreation to maintain financial stability as well as provide more equitable events and services to the community. The changes include providing more scholarships, allowing payment plans, and more.		
Hourly Community Room Rental	\$40 R \$60 NR	0-100 people (No portable restroom or drop box required)				\$800			
Hourly Patio Rental	\$40 R \$60 NR	101-200 people (1 ADA restroom and 1 drop box)				\$1,229			
Summer Camps*		201-500 people (1 ADA and 1 standard restroom - 1 drop box)				\$1,565			
Pre-K Camp	\$60 R \$80 NR	501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)				\$1,885			
Rivercrest Camp	\$190 R \$210 NR	More than 1,000 (1 ADA and 3 standard RR min - 1 drop box min)				\$2,530			
Aqua Camp	\$92 R \$112 NR								
Red Cross Certification Classes									
Lifeguard Classes	\$200 R \$220 NR								
Lifeguard Review	\$150 R \$170 NR								
CPR/First Aid Classes	\$70 R \$90 NR								

Questions?

Thank you for your time.

Oregon City Parks and Recreation 2022 Master Fee Schedule, Effective July 1, 2022

Aquatics and Recreation		Parks - Shelters and Special Events				Pioneer Center				
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Water Exercise Drop in pricing		Clackamette Park General Shelter	NA	\$67 R \$87 NR	\$87 R \$107 NR	Ermatinger House				
Youth/Seniors	\$6 R \$7 NR	Clackamette Park Horseshoe Shelter	NA	\$67 R \$87 NR	\$87 R \$107 NR	Drop-in Pricing				
Adult	\$7 R \$8 NR	End of the Oregon Trail	NA	\$67 R \$87 NR	\$87 R \$107 NR	Youth/Seniors		\$4 \$5 NR		
Punch Cards		Hazel Grove Park (35 people max)	\$67 R \$87 NR	NA	NA	Adults		\$6 R \$7 NR		
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Family Memberships		Special Event Application Fee:	\$50	Due at time of Application Submission		Sports Field Use/Rentals				
Family - Quarterly	\$150 R \$185 NR	Resident Rate		EOT / Clackamette	EOT Only	Hourly Field Rentals		\$10 R \$15 NR		
Family- Annual	\$300 R \$400 NR			No Alcohol	Event with Alcohol	Implement User agreements for anything outside hourly use				
Swim Lessons		0-100 people (No portable restroom or drop box required)		\$750	\$800	The Oregon City Parks and Recreation Department has invested in a department-wide cost recovery analysis and policy creation to help sustain and grow efforts to create play, protect habitat, and enhance recreation opportunity for the Community.				
Group Lessons (9, 27 min classes)	\$50 R \$70 NR	101-200 people (1 ADA restroom and 1 drop box)		\$1,307	\$1,377					
Private Lessons	\$30.00	201-500 people (1 ADA and 1 standard restroom - 1 drop box)		\$1,572	\$1,662					
Semi-Private Lesson	\$43.00	501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)		\$1,937	\$2,067					
Pool Facility Rentals		More than 1,000 (1 ADA and 3 std RR min - 1 drop box min)		\$2,627	\$2,862					
Hourly Pool Rental		\$86 R \$106 NR		EOT / Clackamette	EOT Only <td colspan="3" rowspan="10">The Cost Recovery analysis required a consultant to compile, analyze, and then guide the development of a strategy reflected in the adopted Financial Support and Sustainability Policy. If a parks and recreation service or program is more individualized then the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies. Changes to rates and subsidies begin July 1, 2022. Notice of Rate Increases: Updated fees will be enacted on July 1st, 2022. For an example of fee increases and the Swimming Pool's new membership structures, please see the fee schedule, continuum, etc. below. Ongoing Efforts to Maintain Equitable Programs: These changes allow parks and recreation to maintain financial stability as well as provide more equitable events and services to the community. The changes include providing more scholarships, allowing payment plans, and more.</td>	The Cost Recovery analysis required a consultant to compile, analyze, and then guide the development of a strategy reflected in the adopted Financial Support and Sustainability Policy. If a parks and recreation service or program is more individualized then the program is subsidized at a lower rate, while programs and services that have a higher community benefit receive higher subsidies. Changes to rates and subsidies begin July 1, 2022. Notice of Rate Increases: Updated fees will be enacted on July 1st, 2022. For an example of fee increases and the Swimming Pool's new membership structures, please see the fee schedule, continuum, etc. below. Ongoing Efforts to Maintain Equitable Programs: These changes allow parks and recreation to maintain financial stability as well as provide more equitable events and services to the community. The changes include providing more scholarships, allowing payment plans, and more.				
Hourly Community Room Rental		\$40 R \$60 NR		No Alcohol	Event with Alcohol					
Hourly Patio Rental		\$40 R \$60 NR		0-100 people (No portable restroom or drop box required)					\$800	\$860
Summer Camps*		101-200 people (1 ADA restroom and 1 drop box)		\$1,357	\$1,437					
Pre-K Camp	\$60 R \$80 NR	201-500 people (1 ADA and 1 standard restroom - 1 drop box)		\$1,622	\$1,722					
Rivercrest Camp	\$190 R \$210 NR	501-1,000 people (1 ADA and 2 standard restroom - 1 drop box)		\$1,987	\$2,127					
Aqua Camp	\$92 R \$112 NR	More than 1,000 (1 ADA and 3 standard RR min - 1 drop box min)		\$2,677	\$2,922					
Red Cross Certification Classes		1) Fees above include direct portable restroom vendor cost and drop box/garbage service								
Lifeguard Classes	\$200 R \$220 NR	2) Fees above include fully refundable \$500 cleaning/damage deposit if no staff time is required following event								
Lifeguard Review	\$150 R \$170 NR	3) For events requiring additional staff services (i.e. barricades, locating, etc), additional charges to apply								
CPR/First Aid Classes	\$70 R \$90 NR	4) Review of other park locations may be considered for events if circumstances warrant alternate park locations								

2023 Portable Restroom Requirements (direct vendor cost updated 01/23/2023)		
0 - 100 people	No additional resto	\$0
101 - 200 people	1 ADA restroom	\$357
201 - 500 people	1 ADA and 1 Standa	\$522
501 - 1,000 people	1 ADA and 2 Standa	\$687
More than 1,000	1 ADA and 3 Standa	\$852



Parks and Recreation

Ermatinger House | Oregon City OR 97045
Ph (503) 657-8273 | fax (503) 656-0037 | www.orcity.org

Friends of the Ermatinger House and the City of Oregon City Parks & Recreation Memorandum of Understanding

Commented [MT1]: Changed formatting throughout the MOU

Dates to be from: November 1st, 2022-June 30th, 2025

Commented [MT2]: Making the MOU extend longer to avoid renewing each year. Suggesting to only review every other year.

INVOLVED PARTIES

Friends of the Ermatinger House
The City of Oregon City Parks and Recreation Department

TITLES

Friends of the Ermatinger House (FEH)
Francis Ermatinger House (“House”)
City of Oregon City (“City”)
City of Oregon City Parks and Recreation Department (“OCPRD”)

DEFINITIONS

FEH Annual Strategic Plan

General plan submitted in writing outlining goals and plans for the upcoming calendar year.

Event Outline

Written plan summary for individual events/fundraisers.

Annual Summary Report

A joint meeting or written report that details the standing of work, projects, and goals from the previous year and includes any evaluations of the partnership or accomplishments.

Ermatinger Trustee Account

The City account established in perpetuity that contains earmarked funds that will be used exclusively for Ermatinger House related projects or events such as curtains or wallpaper purchases, maintenance, repair, and upkeep of Ermatinger House and other Ermatinger House related uses, having account number 100-319-4746.

Commented [MT3]: Added Definition

House Policy and Procedure Manual

Written document completed by OCPRD with input from FEH that outlines the operational rules and requirements for the Ermatinger House.

Commented [MT4]: Added Definition

Interpretive Plan

Written document completed by the OCPRD with input from FEH and experts that outlines the goals and approaches of the interpretive program at the Ermatinger House.

Marketing Plan

Written document completed by OCPRD that outlines details of the branding for the Ermatinger House such as brand colors and a logo along with marketing strategies.

Partnership

An arrangement between the FEH and OCPRD work together on providing events, activities, and fundraising opportunities to help support the operations of the Ermatinger House.

Commented [MT5]: Added Definition

Revenue & Fundraising Plan

To outline the main sources of revenue for the Ermatinger House along with their individual pricing and relating policies.

Commented [MT6]: Added Definition

PURPOSE

The purpose of this document is to outline the relationship between the City of Oregon City Parks and Recreation Department (OCPRD) and the Friends of the Ermatinger House (FEH).

Commented [MT7]: Shortened purpose from previous MOU

ACKNOWLEDGEMENT AND INTRODUCTION

The City recognizes the importance of the Francis Ermatinger House and will maintain keeping it open to continue telling its story of early Oregon Territory history, the Hudson's Bay Company, and the Francis Ermatinger family. Not only is the Ermatinger House important to Oregon City's history, but in Portland's history as well. Without this historic structure, these stories and the history will be forgotten.

Commented [MT8]: This entire section took a lot of the information that was repeated in different ways in the previous MOU and summarized it in an intro to the new MOU.

The City of Oregon City Parks and Recreation Department recognizes and appreciates that the Friends of the Ermatinger House is volunteering its time and efforts to benefit the community and the Ermatinger House. The City also recognizes and appreciates the deep ties many of the FEH members have to the House, their past efforts, and their passion.

The FEH appreciates and respects the professional experience and judgment of the City of Oregon City Staff. The FEH also recognizes that while Staff welcomes the support and recommendations from FEH members, all final decisions regarding operations, management, capital projects, maintenance, selecting City volunteers, interpretation and programming ultimately lie with the OCPRD Staff.

OCPRD and FEH will work together to continue to expand the operations and programs of the Ermatinger House. Value held in this partnership include creating an inclusive, respectful, and positive environment and creating resources together to accomplish the vision for the Ermatinger House through the scope of work. Together this will create a successful future.

As discussed throughout this MOU, the parties share a common vision and mission regarding the Ermatinger House and want to work together to achieve that vision. However, this MOU is not intended to and does not create a legal partnership or joint venture. The members of the FEH are not employees or agents of the City, nor are City staff employees or agents of FEH.

MISSION, VISION, AND CORE VALUES

MISSION

Engage our audience and forge their connection to the history of Francis Ermatinger and his family, the Hudson's Bay Company, and the development of Oregon City through interpretive exhibits, guided tours, and special events.

VISION

To maintain and expand access to the Ermatinger House by providing and expanding operating hours for public tours and special events to increase tourism.

VALUES

- Creating access for tourism to the Ermatinger House by being open to the public for tours and regular events
- Acknowledge, respect, and empathize with the FEH's deep-rooted connection and commitment to the Ermatinger House
- Building trust through open and honest communication and transparency to create a successful future
- Remove barriers and provide resources to help the FEH accomplish their goals
- Create an inclusive, respectful, and positive environment

Commented [MT9]: We took the Mission, Vision, and Values and restructured them. We made sure only one mission was stated as well as added a vision statement, and what was previously the vision statement in the last MOU was added as values instead.

ROLES AND RESPONSIBILITIES

FEH Responsibility

To support the Ermatinger House and OCPRD by:

1. Raising funds for specific City-approved Ermatinger House designated capital improvement projects and a rainy-day fund.
2. Hosting or helping host recurring and special events.
3. Spreading awareness and advocating for the Ermatinger House.
4. Providing programs and/or materials regarding the House, which shall be subject to review and approved by the OCPRD.
5. Provide operational support for the House and help recruit volunteers to the Ermatinger Volunteers Program.
6. Other projects as mutually agreed upon with the OCPRD and FEH or reflected in the approved FEH Annual Strategic Plan.

OCPRD Responsibility

Maintaining and Increasing Operating Hours:

1. Keeping the facility open on Fridays and Saturdays from 10:00am-4:00pm
2. Work with tourism on increasing operating hours during the tourism season by finding interns annually

Provide Special Events

1. To facilitate, host and help host recurring and special events hosted by the City or in partnership with the FEH.
2. To be a participating location during Heritage Holidays and Heritage Days when they take place.

Marketing

1. Spread awareness and advocating for the Ermatinger House.
2. To provide programs and operational support.
3. Providing advertisement for the Ermatinger House through City resources.
4. Providing registration software and registration process for events and programs at or related to the Ermatinger House.

COMMUNICATION STRATEGIES

Guidelines for the Relationship and Communication

1. Both parties pledge to diligently maintain open communication with each other, to build trust and sustain confidence in each other.
2. Both parties understand that respectful and productive communication is expected.

Commented [MT10]: Used to be Scope of Work, but was renamed per request by the FEH. There were also some grammar changes throughout this section that were made.

Commented [MT11]: No changes on this section except for referencing the Parks Department as OCPRD instead.

3. All communications and meetings between FEH and the City will be documented including date, time, mode of communication, and minutes/summary.
4. While both parties are expected to host their own meetings, joint meetings will also take place for an optimal working relationship between parties.
 - a. The City employees of the Ermatinger House will host a monthly standing meeting to allow for FEH to frequently and openly communicate with OCPRD.
 - b. Both parties will extend invites to meetings, as applicable, with ample notice.

Guidelines for Fundraising, Events and/or Programs

1. Both parties pledge to maintain open communication with each other relating to budgetary status of the City's Ermatinger Trustee Account, as well as the FEH budgetary standings and the goals for how the budgets will be used. The City's Trustee Account will be reviewed, at least, on an annual basis. Ideally, monthly during our standing meetings, but at a minimum, annually, between the OCPRD and FEH.
2. Budget goals should be defined and communicated between both the FEH and OCPRD to know what goals each part will be working towards on an annual basis, as well as looking at a 3-5 year plan.
3. Both the City and FEH understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with the FEH, and the FEH benefits from its relationship with the City. The goal of both the FEH and the City is to work together on providing events and fundraising opportunities to reach the goals of the City and the FEH. Because of this, the following parameters are set in place:
 - a. 50% each to FEH and City:
 - i. Fundraising, special event, activity, or program efforts where duties are considered a joint effort, either during or after the House's regular scheduled hours. A joint effort is when the City provides resources or handles funds, registration and/or provides administrative help, 50% of funds raised shall reside with the City and be deposited into the City's Ermatinger Trustee Account, and 50% with the FEH. This event may involve a 3rd party with the funds remaining to be split 50/50.
4. In the event that the City and the FEH do an event or program completely on their own, the following parameters will be set in place:
 - a. 100% proceeds to City if:
 - i. Fundraising, special event, activity or program efforts are solely sponsored and managed by the City.
 - ii. All funds raised through the Tourism Strategy will go to the City as the operators of the Ermatinger House.
 - iii. Third Party Contract

Commented [MT12]: This is the primary focus at this point. We used to have a section that allowed the FEH to keep 100% on events they did without the City, but OCPRD is strongly advocating for City staff to be involved with the majority of programming at this site. See comment below.

6

1. If the City enters into a third party contract to host a fundraiser, special event, activity or program, that does not involve the FEH, the City will retain 100% of the agreed upon contracted proceeds.
- b. 100% of proceeds to the FEH if:
 - i. The FEH of apply for and get a grant designated at the 501c3 status, in which the City and FEH would establish a separate agreement on the role of each agency.
 - ii. The FEH do an event that is not on City property or involves the City in any way
 1. Example: Gets asked to participate in Oregon City Brewery's Charity Pint Nights
5. In the event that the FEH want to do an event at the Ermatinger House without partnering with the City then the following parameters would be set in place:
 - a. The City would provide up to 12 hours per calendar year of rentable use for fundraising events for the FEH in which they would like to not partner with the City. The 12 hours are the hours of the event taking place within the Ermatinger House, but the City will allow for set up time before and after.
 - b. Once the 12 hours of use is used then:
 - i. The revenue made is split 70/30 (70% to the FEH and 30% to the City) or;
 - ii. The rental price for the Ermatinger House is set at \$40 an hour.
 - iii. The rental fee is only set in place in the event that the FEH chooses to not partner with the City on programs and events. As state previously, the FEH and City understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with FEH, and FEH benefits from its relationship with the City. Events and fundraising should align with both the goals for the City and FEH.
 - iv. If the 12 hours is used, and a joint fundraising effort has been established, there may be an opportunity for amending and it would be provided in writing as an amendment to the MOU.
 - c. Fees charged by the FEH go directly to the FEH. This includes donations taken in the onsite jar or made directly to the FEH during events that have been identified as a FEH event.
6. When City resources are used to assist the FEH in event, activity, or program, such as cash-handling, registration, reservations, and advertisement help, this would fall into a 50/50 split between the FEH and the City.
7. The City has a dedicated Ermatinger Trustee account: 100-319-4746. This account is established in perpetuity that contains earmarked funds that will be used *exclusively* for Ermatinger House related maintenance and uses. These expenses include maintenance of

Commented [MT13]: This is the section that was mainly changed to outline the path we are hoping to move forward with.

the House, programs/activities that support the House, Ermatinger House related special events, and any costs that directly benefit the vision and mission of the House.

FEH Key Access and Check-in/out Process

With the approval of the Aquatic and Recreation Manager, FEH will have access to a key and can open and close the House. The key is located at the Oregon City Swimming Pool, 1211 Jackson Street Oregon City, OR 97045 in the Aquatic and Recreation Manager's Office. FEH will be abiding by the following parameters for accessing the key:

Commented [MT14]: No changes other than titles and grammar.

Guidelines for Key Access

1. Key Access must be approved in writing by the Aquatic and Recreation Manager.
2. The key pick-up and drop-off time must be communicated with the Aquatic and Recreation Manager

Key Pick up/drop of

1. Once approval is granted the key can be checked out and dropped off by an authorized member of FEH signing in and out the key.
2. The FEH will return the key no later than 5 business days after picking up the key unless otherwise stipulated.
3. If one member of FEH passes the key to another, an email of this exchange is required and will be documented by the Aquatic and Recreation Manager on the check in/out sheet located at the pool. An email alerting the Aquatic and Recreation Manager and Recreation Programmer will suffice as documentation of the exchange.
 - i. Recreation Manager: Melissa Sebastian Email: mtierney@orccity.org/ 503-974-5516
 - ii. Recreation Programmer: Holly Swogger Email: swogger@orccity.org
4. While at the House
 - a. All activities will abide by the House Policy and Procedure Manual.
 - b. The FEH will be trained on the House Policy and Procedure Manual.
 - c. Removal of artifacts or rearrangement of rooms for events, or for any other reasons, need to be approved by the Aquatic and Recreation Manager or the Recreation Programmer.
 - i. If approval is given the FEH will ensure the House and the artifacts are returned to the proper location and are managed per the House Policy and Procedure manual. Approval will be granted through the Event Outline process.

- d. Cash handling will be predetermined through the event approval process (how funds are to deposited and managed). This could vary depending on the event, time, and theme.
- 5. Key restrictions
 - a. Only official FEH members that have communicated to the Aquatic and Recreation Manager may have access to the key.
- 6. In the event of damaged artifacts or as issues arise.
 - a. The FEH are acting as partners of the OCPRD. Therefore, the expectation is that they act in accordance with the House Policy and Procedure Manual requirements. If an artifact or something is damaged, a report should be made and the City along with the FEH will do their best to return the item back to its original state, or if determined, file an insurance claim.
 - b. The FEH understand that they are acting on behalf of the City and as a sanctioned FEH and volunteer they are covered against injury and liability.
- 7. Volunteer Background Check
 - a. To be covered and gain independent access the FEH members are required to complete the City's volunteer background check at a minimum of once every two years.

FEH Guidelines/Requirements

To continue to be recognized as an official friends' group by the City and maintain an ongoing partnership, the FEH must:

- 1. Be an established 501c3 to collect direct funds and remain recognized.
- 2. Have an open membership policy that does not discriminate against gender, sex, sexuality, age, race, ethnicity, physical or cognitive abilities.
- 3. Have a set structure, requirements of members, and established by-laws that are communicated to OCPRD.
- 4. Include at least 4 members.
- 5. Hold (at a minimum) quarterly meetings and offer oral or written reports to OCPRD.
 - o At the discretion of FEH, and by invitation only, FEH will notify OCPRD in advance as to the date, time, and location of meetings to allow for OCPRD Staff to attend unless the meeting is intended to be for FEH members only.
- 6. Work cooperatively with the City to support the House.
- 7. Acknowledge that neither they nor their members are primarily responsible for the operation or management of the House and recognize that the House is owned and operated by the City of Oregon City, including in Tourism stakeholder meetings.
- 8. Conform and comply with all municipal, state, and federal laws.
- 9. Follow OCPRD direction, policies, procedures, and guidelines when carrying out program or activities at or for the House.

Commented [MT15]: Took out the word 'must' at the beginning of each statement since the beginning already stated 'must'

10. Collaborate with the City in the development of our Annual Strategy for the following year and will submit the Annual Strategic Plan to OCPRD for approval. The plan should include general goals for the next year and any intended specific events/projects. The collaboration of the Annual Strategy will only pertain to events held at the house.
11. Conduct activities that support and further the priorities established by the City for the Francis Ermatinger House, as defined, and detailed in adopted plans, established goals, and budgets. The City will provide the below listed documents to the FEH on an annual basis.
 - o Ermatinger House Interpretive Plan, the Revenue & Fundraising Plan, and the Brand & Marketing Plan.
 - o Additional documents may be adopted in the future and the FEH will be given notice of these additions as they develop.
12. Continue to follow the guidelines for operations established in the Ermatinger House Manual & Procedures document.
13. Submit, on an annual basis, the following information by January 31st of each calendar year. The outline for the information on the Annual Summary Report Can be found on Page 10.
14. The City reserves the right to suspend or revoke formal recognition of and partnership with any FEH for cause.

Commented [MT16]: Information that was in other parts of the MOU but moved here.

Public Relations

1. Any event, fundraiser, etc. to be hosted at the House that was not approved through the FEH Annual Strategic Plan must be separately approved in writing (or via email/electronic document) before it can be advertised or discussed with the public. The event outline may be used for this purpose.
2. FEH must submit all event publications, advertisements, etc. for events that will occur at the Ermatinger House to OCPRD before distribution or posting on social media.
3. Advertisements and publications by the FEH regarding public events, fundraisers, etc. which are located at the House, should use the logos and brand colors from the Ermatinger House Marketing Plan whenever possible.
4. The FEH can use the City developed Ermatinger House logo only on publications that are approved by the City and for events held at the house and are in direct partnership with the City. If the FEH is independently conducting an off-site fundraiser, event etc. the City developed Ermatinger House Logo cannot be used.
5. FEH can hold independent opinions and promote independently on FEH specific social media, website, or publications. Anything associated with the Ermatinger House or Friends of the Ermatinger House that is used for political purposes or to advertise businesses/other for-profit entities unless they have an established contracted partnership with OCPRD/Ermatinger House or it has been individually approved by OCPRD the

Commented [MT17]: No changes made other than titles or grammar.

FEH must include a disclaimer such as “The views expressed in this publication do not necessarily reflect the views of the City of Oregon City or its employees”

6. FEH social media pages will clearly distinguish that they represent the FEH and not the City of Oregon City or any city facility, including the Ermatinger House itself.
7. FEH should share to their own page(s) any Ermatinger House related posts from City of Oregon City or City Parks and Recreation social media pages whenever possible.
8. FEH will ensure that all publications are family-friendly and do not contain any explicit, controversial, or derogatory elements.
9. FEH publications will be advertised by the City in the Ermatinger House and on social media, if requested and related to the mission of the Ermatinger House.

Role of OCPRD

1. Maintain open communications with the FEH by hosting standing monthly meetings.
2. Provide access to the Francis Ermatinger House as needed and agreed upon with the Recreation Programmer and Recreation Supervisor.
3. Assumes responsibility for ownership, management, and operations of the House.
4. Provides a Recreation Programmer to manage volunteers and operate the House.
5. The Recreation Programmer/OCPRD is responsible for creating and updating the Interpretive Plan, the Marketing Plan, and House Manual & Procedures. At the request of the FEH, OCPRD will make available, for a pre-determined period of time, the ability to submit comments and/or suggestions. The ultimate decision on content is at the discretion of the OCPRD.
6. Review, approve, and oversee the applying of any funds to capital projects, operations, etc. at the House.
7. Review, approve, and oversee any special events, talks, fundraisers, etc. hosted at the House by the FEH.
8. Oversee City social media, advertisements, etc. relating to the House.
9. Attend FEH meetings when invited to maintain open communication.
10. Co-create the development of written agreements and understandings.
11. Provide the FEH with any necessary documents.
12. Provide Staff to maintain the grounds surrounding the House.
13. Fund the day-to-day operations of the House such as water, electricity, security system, etc.
14. Provide storage space in the basement for items used for programing.

Commented [MT18]: New addition to section.

Annual Reports/Plans (Annual Summary Report & Annual Strategic Plan)

Commented [MT19]: No changes made other than titles or grammar.

On or before January 31st of each year, the FEH should submit an Annual Report and Strategic Plan. The City will respond to the Annual Report and Strategic Plan by March 1st of each year.

The purpose of the annual summary report is for information purposes only. The Annual Strategic Plan is to assist in annual planning for events at the House for the upcoming year. The Strategic Plan will be based on events listed in the FEH annual calendar, which will be reviewed by the OCPRD. OCPRD will then note any comments or concerns. The FEH will then meet to execute the final version of the Strategic Plan and provide the Parks Department with the final version. The final version shall be approved by March 1st of each calendar year.

Annual Summary Report details to be included:

Commented [MT20]: No changes.

For the up-coming year, the Annual Report must include:

- a. Changes that have occurred to the FEH by-laws and any other governing documents
- b. Structure of organization and list of leaders (if applicable)
- c. Contact information for all current members
- d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
- e. Annual calendar listing proposed events, special activities, fundraisers etc.
- f. A long range (3-5 years) Annual FEH Plan document
- g. If changes need to be made to any items submitted, OCPRD requests those changes be submitted in writing/email as soon as known

For the previous year, the Annual Report must include:

1. An evaluation of the implementation of the previous year's Annual FEH Strategic Plan and Annual Report.
2. Summarize the FEH's Current Condition
 - a. Budget Report. Suggested information to include:
 - i. Status of fundraising funds, groups financial standings, projected expenses, projected revenue
 - b. Total FEH Member Volunteer Hours
 - c. Incomplete Goals/Plans that are continuing into the next year
 - i. With reason for continuance explained

Annual Strategic Plan details to be included:

Commented [MT21]: No changes.

Activities outlined in the FEH Annual Strategy shall be considered authorized by OCPRD.

The FEH Annual Strategy shall:

1. Specify details of all proposed activities of the FEH for the upcoming year, as much as possible at the time of submission.

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- a. List how each activity reflects the Interpretive Plan and/or Mission of the House and of the FEH
 - b. Additional activities may be proposed, during the year.
 - c. List the intent/goal of the activity (raise funds, raise awareness, etc.) and how the activity intends to reach the goal
 - d. Outline intended or currently available funding sources for activities listed
 - e. List a leader for activities as a whole or for each activity to be the main contact with the City.
2. Outline the requested City involvement for each activity, if applicable.
 3. Annual calendar listing proposed events, special activities, fundraisers etc.
 4. Appendix A is provided as a template to submit strategic information to the City for events to be conducted at the Ermatinger House.

Duration of this MOU

This partnership shall remain in effect for the date this MOU is signed, and expiring June 30th, 2025. There will be a grace period of 90 days, until September 30th, 2025. OCPRD will host a retreat Annually to take place sometime in October-November to prepare for each coming year.

Commented [MT22]: Proposing to have the MOU be 2 years long vs. 1.

Violations of the MOU

If the FEH or City fail to adhere to the partnership as understood in this document, the party, or parties:

1. Will be notified of their violation in writing.
2. Will be given 60 days to rectify the issue or develop a compromise, if applicable.

If violations continue by either party, the following actions may be taken:

1. Arbitration
2. Dissolution of the partnership:

Examples of potential violations:

1. The FEH hosts an event at the Ermatinger House that was not agreed upon between the FEH and the City.
2. OCPRD does not allow access to the facility at a previously agreed upon time without adequate notice.
3. OCPRD fails to provide sufficient notice of cancellation or fails to be available for monthly standing meetings.
4. The FEH disregarding #6 under the Public Relations section.
5. Violations of any of the recognitions standards listed in the MOU.

Commented [MT23]: Changed word Partnership to MOU.

Commented [MT24]: No changes.

Dissolution of Partnership

This partnership shall end in the event:

Commented [MT25]: No changes.

13

1. The FEH loses its non-profit status.
2. Is voluntarily dissolved by its members.
3. Is involuntarily dissolved due to violation of state or federal laws.
4. Is no longer recognized due to either group failing to adhere to the partnership understandings agreed upon in this document.

Other Considerations

OCPRD and the FEH agree that the duties and volunteer services performed by the FEH under this partnership are non-compensated and solely for the purpose of assisting OCPRD/Ermatinger House.

Members of the FEH cannot claim to officially represent the City of Oregon City or Department of Parks and Recreation.

Signature: _____
Friends of the Ermatinger House Chairman

Signature: _____
City of Oregon City Representative

Print: _____

Print: _____

Date: _____

Date: _____

Commented [MT26]: No changes.

Memorandum of Understanding

For the Partnership between the Friends of the Ermatinger House and the City of Oregon City Parks & Recreation

2021

Involved Parties

Friends of the Ermatinger House

The City of Oregon City Parks and Recreation Department

Titles

Friends of the Ermatinger House (“Friends Group” or “FEH”)

Francis Ermatinger House (“House”) or (“City Facility”)

City of Oregon City (“City”)

City of Oregon City Parks and Recreation Department (“Parks Department”)

Definitions

Friends Annual Strategy: General plan submitted in writing outlining goals and plans for the upcoming calendar year.

Event Outline: Written plan summary for individual events/fundraisers.

Annual Summary Report: A joint meeting or written report that details the standing of work, projects, and goals from the previous year and includes any evaluations of the partnership or accomplishments.

Interpretive Plan: Written document completed by the Department of Parks and Recreation with input from FEH and experts that outlines the goals and approaches of the interpretive program at the Ermatinger House.

Marketing Plan: Written document completed by the Department of Parks and Recreation that outlines details of the branding for the Ermatinger House such as brand colors and a logo along with marketing strategies.

Purpose

The purpose of this document is to outline the relationship between the City of Oregon City Parks and Recreation Department and the Friends of the Ermatinger House, as well as their individual roles within operations of the Francis Ermatinger House.

Values

- Acknowledge, respect, and empathize with the FEH’s deep-rooted connection and commitment to the Ermatinger House
- Work together to heal the past and create a successful future
- Building trust through open and honest communication and transparency
- Remove barriers and provide resources to help the FEH accomplish their goals
- Create an inclusive, respectful, and positive environment

Acknowledgement

The City of Oregon City Parks and Recreation Department recognizes and appreciates that the Friends of the Ermatinger House is volunteering its time and efforts to benefit the community and the Ermatinger House. The City also recognizes and appreciates the deep ties many of the Friends Group members have to the House, their past efforts, and their passion.

The Friends Group appreciates and respects the professional experience and judgment of the City of Oregon City Staff. The Friends Group also recognizes that while Staff welcomes the support and recommendations from Friends Group members, all final decisions regarding operations, management, capital projects, maintenance, selecting City volunteers, interpretation and programming ultimately lie with the Parks and Recreation Staff.

Mission of Friends Group

The Friends of the Ermatinger House is a non-profit organization whose mission is to promote, educate, and preserve the heritage and story of the Historic Frances Ermatinger House through historic demonstrations, living history exhibits, and other activities.

Mission of Ermatinger House

Engage our audience and forge their connection to the history of Francis Ermatinger and his family, the Hudson's Bay Company, and the development of Oregon City through interpretive exhibits, guided tours, special events.

Vision for the Ermatinger House

- Keep the house open to the public for tours and regular events.
- Continue to find grants and funding to support the house mission and maintenance.
- Expand and maintain a robust donor and sponsorship program.
- Become a key component of the community and the growing heritage tourism activities in Oregon City.
- Identify and partner with community stakeholders that align with our values and mission.

Scope of Work of the Friends Group

To support the Ermatinger House and City of Oregon City Parks and Recreation Department by:

1. Raising funds for specific City-approved Ermatinger House designated capital improvement projects and a rainy-day fund.
2. Hosting or helping host recurring and special events.
3. Spreading awareness and advocating for the House.
4. Potentially providing programs and/or materials regarding the House, which are subject to review and approval by the Parks Department.

5. Providing operational support for the City Facility and help recruit volunteers to the Ermatinger Volunteers Program.
6. Other work and projects as mutually agreed upon in the Friends Annual Strategy.

Guidelines for the Relationship and Communication

1. Both parties pledge to diligently maintain open communication with each other, to build trust and sustain confidence in each other.
2. Both parties understand that respectful and productive communication is expected.
3. All communications and meetings between FEH and the City will be documented including date, time, mode of communication, and minutes/summary.
4. While both parties are expected to host their own meetings, joint meetings will also take place for an optimal working relationship between parties.
 - a. The city employees of the Ermatinger House will host a monthly standing meeting to allow for FEH to frequently and openly communicate with the Parks Department.
 - b. Both parties will extend invites to meetings, as applicable, with ample notice.

Guidelines for Fundraising, Events and/or Programs

1. Both parties pledge to maintain open communication with each other relating to budgetary status of the City's Ermatinger Trustee Account, as well as the FEH budgetary standings.
2. Both parties understand that joint fundraising, event revenue and budgetary goals are symbiotic and the City benefits from its relationship with the FEH, and the FEH benefits from its relationship with the City. Therefore, the following parameters are important to guide future revenue and fundraising efforts.
 - a. 100% proceeds to FEH if:
 - i. Fundraising, special event, activity or program efforts are solely sponsored and managed by the FEH, and take place offsite.
 - b. 100% proceeds to City if:
 - i. Fundraising, special event, activity or program efforts are solely sponsored and managed by the City.
 - c. 50% each to FEH and City:
 - i. Fundraising, special event, activity, or program efforts where duties are considered a joint effort, either during or after the House's regular scheduled hours. A joint effort is when the City provides resources or handles funds, registration and/or provides administrative help, 50% of funds raised shall reside with the City and be deposited into the City's Ermatinger Trustee Account, and 50% with the FEH.
 - ii. The City's Trustee Account will be reviewed, at least, on an annual basis. Ideally, monthly during our standing meetings.
 - d. Third Party Contract
 - i. If the City enters into a third party contract to host a fundraiser, special event, activity or program the City will retain 100% of the agreed upon contracted proceeds.
 - e. Donations to the FEH go directly to the FEH. This includes donations taken in the onsite jar, made directly to the FEH.

3. When City resources are used to assist the FEH in event, activity, or program, such as cash-hand registration, or reservation, this is defined as a joint effort falling under (2)(c) of this section.
4. The City has a dedicated Ermatinger Trustee account: 100-319-4746. This account is established in perpetuity that contains earmarked funds that will be used *exclusively* for Ermatinger House related maintenance and uses. These expenses include maintenance of the House, programs/activities that support the House, Ermatinger House related special events, and any costs that directly benefit the vision and mission of the House.

Friends Group Guidelines/Requirements

1. Must be an established 501c3 to collect direct funds and remain recognized.
2. Must have an open membership policy that does not discriminate against gender, sex, sexuality, age, race, ethnicity, physical or cognitive abilities.
3. Must have a set structure, requirements of members, and established by-laws that are communicated to the Parks Department.
4. Must include at least 4 members.
5. Must hold (at a minimum) quarterly meetings and offer oral or written reports to the Parks and Recreation Department.
 - At the discretion of FEH, and by invitation only, FEH will notify Park Staff in advance as to the date, time, and location of meetings to allow for Park Staff to attend unless the meeting is intended to be for FEH members only.
6. Shall work cooperatively with the City to support the House.
7. Acknowledge that neither they nor their members are primarily responsible for the operation or management of the House and recognize that the House is owned and operated by the City of Oregon City.
8. Conform and comply with all municipal, state, and federal laws.
9. Must follow Parks Department direction, policies, procedures, and guidelines when carrying out program or activities at or for the City Facility.
10. Will submit an Annual Summary Report, for the previous year, to the Parks Department, by January 31st of the following year, that reviews; activities, operations, future partnership suggestions, funds collected, projects accomplished, etc.
11. Collaborate with the City in the development of our Annual Strategy for the following year and will submit the Annual Strategy to the Parks Department for approval. The plan or calendar should include general goals for the next year and any intended specific events/projects. The collaboration of the Annual Strategy will only pertain to events held at the house.

Public Relations

1. Any event, fundraiser, etc. to be hosted at a city facility that was not approved through the Friends Annual Strategy must be separately approved in writing (or via email/electronic document) before it can be advertised or discussed with the public. The event outline may be used for this purpose.
2. The Friends Group must submit all event publications, advertisements, etc. for events that will occur at the Ermatinger House to the Parks Department before distribution or posting on social media.

3. Advertisements and publications by the Friends Group regarding public events, fundraisers, etc. are located at the House, should use the logos and brand colors from the Ermatinger House Marketing Plan whenever possible.
4. The Friends Group can use the City developed Ermatinger House logo only on publications that are approved by the City and for events held at the house and are in direct partnership with the City. If the FEH is independently conducting an off-site fundraiser, event etc. the City developed Ermatinger House Logo cannot be used.
5. FEH can hold independent opinions and promote independently on Friends' specific social media, website or publications. Anything associated with the Ermatinger House or Friends of the Ermatinger House that is used for political purposes or to advertise businesses/other for-profit entities unless they have an established contracted partnership with the Parks Department/Ermatinger House, or it has been individually approved by the Parks Department the FEH must include a disclaimer such as; "The views expressed in this publication do not necessarily reflect the views of the City of Oregon City or its employees"
6. The Friends Group's social media pages will clearly distinguish that they represent the FEH and not the City of Oregon City or any city facility, including the Ermatinger House itself.
7. The Friends Group should share to their own page(s) any Ermatinger House related posts from City of Oregon City or City Parks and Recreation social media pages whenever possible.
8. The Friends Group will ensure that all publications are family-friendly and do not contain any explicit, controversial, or derogatory elements.
9. FEH publications will be advertised by the City in the Ermatinger House and on social media, if requested and related to the mission of the Ermatinger House.

Recognition

To continue to be recognized as an official friends' group by the City and maintain an ongoing partnership, the Friends Group must:

1. Conduct activities that support and further the priorities established by the City for the Francis Ermatinger House, as defined, and detailed in adopted plans, established goals, and budgets. The City will provide the below listed documents to the FEH on an annual basis.
 - a. Ermatinger House Interpretive Plan, the Revenue & Fundraising Plan, and the Brand & Marketing Plan.
 - b. Additional documents may be adopted in the future and the Friends Group will be given notice of these additions as they develop.
2. Continue to follow the guidelines for operations established in the Ermatinger House Manual & Procedures document.
3. Submit, on an annual basis, the following information by January 31st of each calendar year:
 - a. Changes that have occurred to the Friends Group by-laws and any other governing documents.
 - b. Structure of organization and list of leaders (if applicable)
 - c. Contact information for all current members.
 - d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
 - e. Annual calendar listing proposed events, special activities, fundraisers etc.

- f. A long range (3-5 years) Annual Friends Plan document

*If changes need to be made to any items submitted the Parks Department requests a those changes be submitted as soon as possible but no less than 30 days prior to the event.

4. Be a recognized 501c3 organization.

The City reserves the right to suspend or revoke formal recognition of and partnership with any Friends group for cause.

Role of the Parks Department

1. Maintain open communications with the Friends Group by hosting standing monthly meetings.
2. Provide access to the Francis Ermatinger House as needed and agreed upon with the Recreation Programmer and Recreation Supervisor.
3. Assumes responsibility for ownership, management, and operations of the House.
4. Provides a Recreation Programmer to manage volunteers and operate the City Facility.
5. The Recreation Programmer/Parks Department is responsible for creating and updating the Interpretive Plan, the Marketing Plan, and House Manual & Procedures. At the request of the Friends Group, the City will make available, for a pre-determined period of time, the ability to submit comments and/or suggestions. The ultimate decision on content is at the discretion of the Parks Department.
6. Review, approve, and oversee the applying of any funds to capital projects, operations, etc. at the House.
7. Review, approve, and oversee any special events, talks, fundraisers, etc. hosted at the House by the Friends Group.
8. Oversee City social media, advertisements, etc. relating to the House.
9. Attend Friends Group meetings when invited to maintain open communication.
10. Co-create the development of written agreements and understandings.
11. Provide the Friends Group with any necessary documents.
12. Provide Staff to maintain the grounds surrounding the House.
13. Fund the day-to-day operations of the House such as water, electricity, security system, etc.

Annual Reports/Plans (Annual Summary Report & Annual Strategic Plan)

On or before January 31st of each year, the Friends Group should submit an Annual Report and Strategic Plan. The City will respond to the Strategic Plan by March 1st of each year.

The purpose of the annual summary report is for information purposes only. The Annual Strategic Plan is to assist in annual planning for events at the House for the upcoming year. The Strategic Plan will be based on events listed in the FEH annual calendar, which will be reviewed by the Parks Department. The Parks Department will then note any comments or concerns. The Friends Group will then meet to execute the final version of the Strategic Plan and provide the Parks Department with the final version. The final version shall be approved by March 1st of each calendar year.

Annual Summary Report details to be included:

For the up-coming year, the Annual Report must include:

- a. Changes that have occurred to the Friends Group by-laws and any other governing documents.
- b. Structure of organization and list of leaders (if applicable)
- c. Contact information for all current members.
- d. Activities of Interest/Focus (specific goals, timelines, funding sources, etc.)
- e. Annual calendar listing proposed events, special activities, fundraisers etc.
- f. A long range (3-5 years) Annual Friends Plan document
- g. If changes need to be made to any items submitted, the Parks Department requests those changes be submitted in writing/email as soon as known.

For the previous year, the Annual Report must include:

1. An evaluation of the implementation of the previous year's Annual Friends Strategic Plan and Annual Report.
2. Summarize the Friends Group's Current Condition
 - a. Budget Report. Suggest information to include:
 - i. Status of fundraising funds, groups financial standings, projected expenses, projected revenue
 - b. Total Friends Volunteer Hours
 - c. Incomplete Goals/Plans that are continuing into the next year.
 - i. With reason for continuance explained

Annual Strategic Plan details to be included:

Activities outlined in the Friends Annual Strategy shall be considered authorized by the Parks Department.

The Friends Annual Strategy shall:

1. Specify details of all proposed activities of the Friends Group for the upcoming year, as much as possible at the time of submission.
 - a. List how each activity reflects the Interpretive Plan and/or Mission of the House and of the Friends Group.
 - b. Additional activities may be proposed, during the year.
 - c. List the intent/goal of the activity (raise funds, raise awareness, etc.) and how the activity intends to reach the goal.
 - d. Outline intended or currently available funding sources for activities listed.
 - e. List a leader for activities as a whole or for each activity to be the main contact with the City.
2. Outline the requested City involvement for each activity, if applicable.
3. Annual calendar listing proposed events, special activities, fundraisers etc.
4. Appendix A is provided as a template to submit strategic information to the City for events to be conducted at the Ermatinger House.

Partnership Duration

This partnership shall remain in effect for 1 year, beginning January 1st, 2021 and expiring January 1st, 2022

Violations of the Partnership

In the event that the Friends Group or City fail to adhere to the partnership as understood in this document, the party or parties:

1. Will be notified of their violation in writing.
2. Will be given 60 days to rectify the issue or develop a compromise, if applicable.

If violations continue by either party, the following actions may be taken:

1. Arbitration
2. Dissolution of the partnership:

Examples of potential violations:

1. The Friends Group hosts an event at the Ermatinger House that was not agreed upon between the FEH and the City.
2. The Parks Department does not allow access to the facility at a previously agreed upon time without adequate notice.
3. The Parks Department fails to provide sufficient notice of cancellation or fails to be available for monthly standing meetings.
4. The Friends Group disregarding #6 under the Public Relations section.

Dissolution of Partnership

This partnership shall end in the event:

1. The Friends Group loses its non-profit status.
2. Is voluntarily dissolved by its members.
3. Is involuntarily dissolved due to violation of state or federal laws.
4. Is no longer recognized due to either group failing to adhere to the partnership understandings agreed upon in this document.

Other Considerations

The Parks Department and the Friends Group agree that the duties and volunteer services performed by the Friends Group under this partnership are non-compensated and solely for the purpose of assisting the Parks Department/Ermatinger House.

Members of the Friends Group cannot claim to officially represent the City of Oregon City or Department of Parks and Recreation.

Signature: Cheryl L Rice
Friends' of the Ermenginger House President

Print: Cheryl Rice

Date: 1.29.21


Signature: Rochelle
Anderholm-Parsch
City of Oregon City Representative

Digitally signed by Rochelle Anderholm-Parsch
DN: cn=Rochelle Anderholm-Parsch, o=OCPR,
ou=OCPR, email=parsch@oregoncity.org, c=US
Date: 2021.01.25 11:02:45 -08'00'

Print: Rochelle Anderholm-Parsch

Date: 1.25.2021

APPENDIX A:
EXAMPLE OF EVENT OUTLINE TEMPLATE



Date submitted: xx-xx-2021

Friends of the Francis Ermatinger House Event Outline

Friends Group Name	Friends of the Francis Ermatinger House
Main Contact	Emily Tierney
Contact Address	PO Box 3040 1211 Jackson Street Oregon City, Oregon 97045
Contact Phone	503-496-1572
Contact Email	etierney@orccity.org

*****Please list involved members*****

Proposed Project Name, Date, Time and General Description, Intent/Goals:

Name:

Date:

Time:

Cost:

Money handling | % split if applicable:

Intent/Goal:

General Description:



**PARKS & RECREATION
CITY OF OREGON**

Project Timelines (“#” date in month that project occurs, “?” if date is not yet determined)

Project Details:

Funding (If applicable):



**PARKS & RECREATION
CITY OF OREGON**

Anticipated City Support (staff, materials, etc.):

Advertising this event, through social media, etc. available to the City.

Regular staff for the day, display tables x 2 (shorter ones).

FEH Contact:

Please return to:

Rochelle Anderholm-Parsch

rparsch@orccity.org

Oregon City Parks and Recreation

City of Oregon City

PO Box 3040

1211 Jackson Street

Oregon City, Oregon 97045

503-496-1572 Direct phone

503-657-8273 City phone

For Internal Use Only

Submitted to Parks and Recreation Department for approval, date _____

Approved ☐ Not Approved ☐,

date _____

Signature, Parks and Recreation Director

Date

Comments:

Staff would like to meet with FEH regarding advocacy items to help set priority and department needs.

Park Fees						
Park	4 hr/50	4 hr/50-100	4 hr over100	2 hr.(May-Sept)	Add. Hr/s or other	
Atkinson	\$65.00	\$85.00	\$170.00			
Canemah Children's Park	\$65.00	\$85.00	\$170.00			
Chapin	\$65.00	\$85.00	\$170.00			
Ballfields					\$10.00	
Hillendale	\$65.00	\$85.00	\$170.00			
Ballfields					\$10.00	
Jon Storm	\$65.00	\$85.00	\$170.00			
Rivercrest Gen.	\$65.00	\$85.00	\$170.00			
Rivercrest Spray				\$45.00	limt 35 people	
T-ball Field					\$10.00	
Wesley Lynn	\$85.00	\$105.00	\$170.00			
ballfields					\$10.00	
Buena Vista Clubhouse	\$100.00				\$25.00	Capacity 65
Security/Key Deposit Required					\$150.00	refundable
Clackamette Gen. & Horsesh	\$65.00	\$85.00	\$170.00			
Overflow Parking Lot						
Area B	\$60.00					
Area C	\$60.00					
Special Event Application					\$50.00	non-refundable
Clackamette RV Park					\$20 night for interior	
					\$25 night for riverside	
					\$5 extra vehicle	
					\$5 RV Dump	