# CITY OF OREGON CITY
# CITY COMMISSION WORK SESSION - REVISED
# AGENDA

**VIRTUAL ONLY VIA ZOOM**
**Tuesday, February 07, 2023 at 6:00 PM**

**6:00 PM - Executive Session**

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

**6:30 PM - City Commission Work Session**

*Notice: This meeting will be virtual only.*

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

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

**CONVENE WORK SESSION AND ROLL CALL**

**FUTURE AGENDA ITEMS**

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

List of Future Work Session Agenda Items

**DISCUSSION ITEMS**

1. Presentation from Nate Kaplan, Oregon State Director for GoRail
2. Presentation on Code Enforcement Complaint Process
3. Memorandums of Understanding, Sport Field Fees, and Neighborhood Associations
4. Oregon City Inflow & Infiltration Program Service Lateral Improvement Program (CI 21-015)

**CITY MANAGER'S REPORT**

## COMMISSION COMMITTEE REPORTS

### A. Commissioner O'Donnell

- South Fork Water Board

### B. Commissioner Smith

- Clackamas Heritage Partners
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board

### C. Commissioner Marl

- Citizen Involvement Committee Liaison
- Clackamas County Coordinating Committee (C4)
- Clackamas County I-205 Tolling Diversion Committee

### D. Commissioner Mitchell

- Clackamas County Coordinating Committee (C4) – Metro Subcommittee
- Clackamas County I-205 Tolling Diversion Committee (alternate)
- Metro Policy Advisory Committee (MPAC) (alternate)

### E. Mayor McGriff

- Clackamas Water Environment Services Policy Committee
- Clackamas Heritage Partners (alternate)
- Downtown Oregon City Association Board
- Metro Policy Advisory Committee (MPAC)
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board
- Willamette Falls and Landings Heritage Area
- Willamette Falls Legacy Project Liaisons

## 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 **Agenda Date:** 02/07/2023

**From:** City Manager Tony Konkol

## SUBJECT:

List of Future Work Session Agenda Items

## BACKGROUND:

February 23, 2023

Budget 101

March 3, 2023 and March 4, 2023

Commission Goal Setting Retreat

March 7, 2023

Joint PC/CC Meeting for HB 2001 Code Update Package #2

Community Survey

City Setting Speed Limits – Authority from State

Street Design Standards

Loder Road Discussion

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

Beavercreek Road Concept Plan (Thimble Creek) Funding Discussion

Boards and Committee's Orientation Manual Review and Discussion

Canemah Area - Encroachments in the Right-of-Way Policy Discussion

City Seal Revision

Charter Park Discussion (Last five – Sportcraft Landing, McLoughlin Promenade, Ermatinger House, Dement Park/Property, and Clairmont Way)

Clackamas County Water Environmental Services (WES) Rate Differential

Climate Action Plan Presentation (City of Milwaukie)

Commission Policies and Rules of Procedure Review

Compatible Change Update

Construction Excise Tax

Ethics Training

Metro Food Waste Program Requirements - Annual Review

NEPA Process for Discussion for ODOT I-205 Project

Parking Rate Increase for Permitted Parking in Downtown Oregon City (Green, Purple, Orange, etc. Zones)

South Fork Water Board - Mountain Line Easements Vacation

Water System Risk and Resiliency Review

Willamette Falls Legacy Project Operations and Maintenance Discussion

# CITY OF OREGON CITY

**Staff Report**

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

**To:** City Commission **Agenda Date:** 2/07/2023

**From:** City Manager Tony Konkol

## SUBJECT:

Presentation from Nate Kaplan, Oregon State Director for GoRail

## STAFF RECOMMENDATION:

Informational presentation, no action requested.

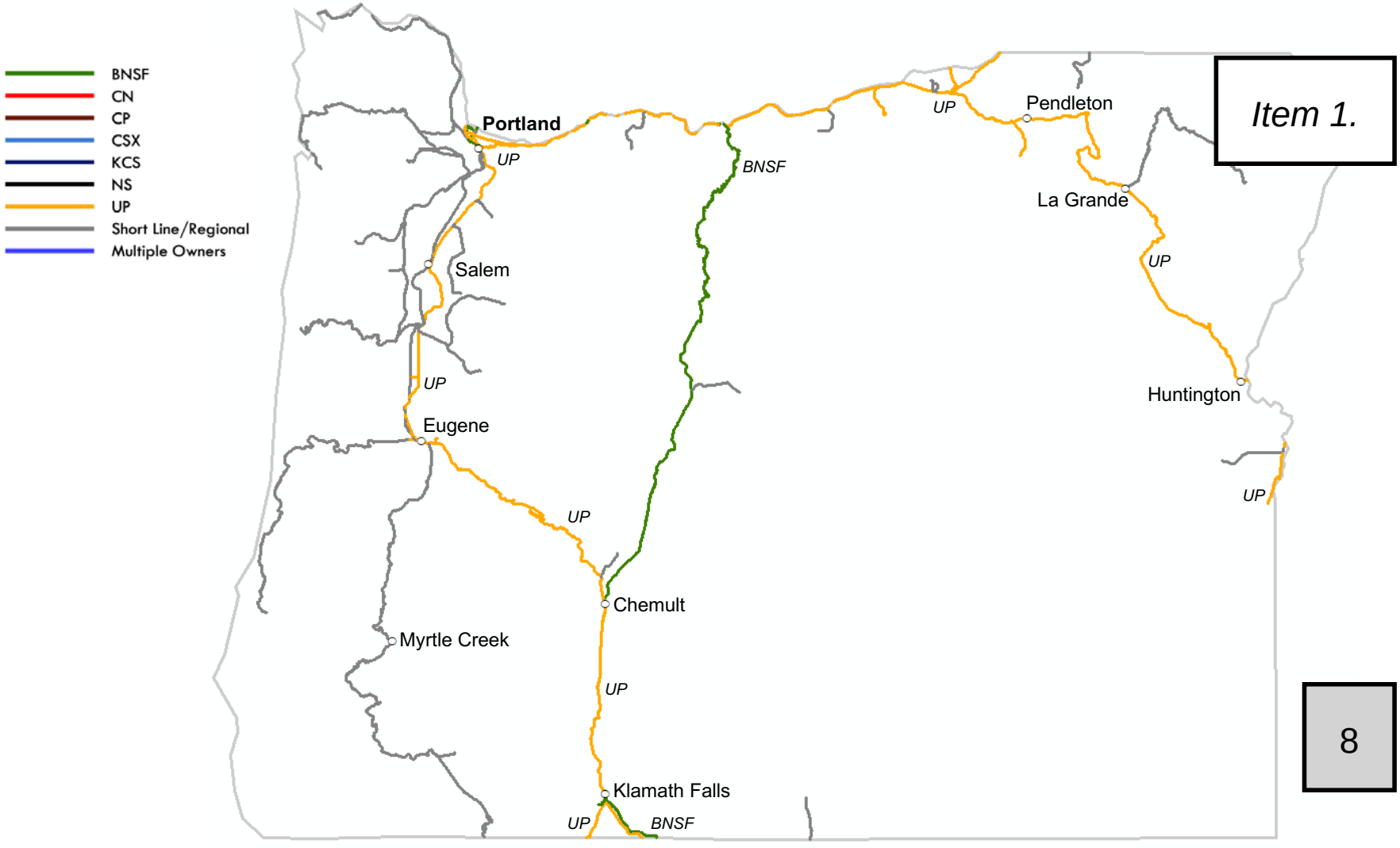
## EXECUTIVE SUMMARY:

GoRail educates community leaders across the county about the public benefits of freight rail investments, mobilizing them in support of an even stronger rail network. GoRail believes that every ton of freight moved by rial strengthens the economy, creates jobs, mitigates pollution, and saves taxpayers money (gorail.org).

# Oregon Rail Facts



- **Going the distance.** In Oregon alone, 20 freight railroads operate across 2,382 miles of track.
- **Supporting jobs.** As of 2017, Oregon freight railroads and their suppliers employed 5,397 people; nationwide, freight rail supported about 1.1 million jobs.
- **Connecting markets.** The most common commodities originating from Oregon markets are intermodal and lumber and wood products. The most common rail imports are intermodal and chemicals.
- **Powering state economies.** Spending by Class I railroads in 2017 generated nearly $220 billion in U.S. economic activity and $26 billion in state and federal tax revenues, according to a Towson University study.
- **Preserving infrastructure, cutting congestion.** Freight railroads take 3.5 million truckloads off Oregon roads annually.
- **Reducing pollution.** Moving freight by rail instead of trucks reduces greenhouse gas emissions by an average of 75 percent.


BNSF
CN
CP
CSX
KCS
NS
UP
Short Line/Regional
Multiple Owners
Portland
UP
BNSF
UP
Pendleton
La Grande
UP
Salem
UP
Eugene
Huntington
UP
UP
Chemult
Myrtle Creek
UP
Klamath Falls
UP
BNSF

# CITY OF OREGON CITY

**Staff Report**

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

**To:** City Commission **Agenda Date:** February 7, 2023

**From:** Chief of Police Jim Band

## SUBJECT:

Presentation on Code Enforcement Complaint Process

## EXECUTIVE SUMMARY:

At the Commission's request, Code Manager Ryan Kersey will be making a presentation on the current Code Enforcement complaint process.

## BACKGROUND:

This presentation will include information about Code Enforcement's response to complaints, statistical information on complaints, and staffing levels.

# Code Enforcement & Parking

# Oregon City Current Staffing

| | |
|---|---|
| • Code Compliance Officers | 2.5 FTE (1.5 until Jan. 2023) |
| • Parking Enforcement Officers | 1.5 FTE |
| • Administrative (office) | 1 FTE |
| • Manager | 1 FTE |

# Staffing Comparison

## Happy Valley

Code = 3

Parking = 0

Admin = 1

Population

26,689

## Oregon City

Code = 2.5

Parking = 1.5

Admin = 1

Population

37,786

## Lake Oswego

CSO's = 4

Parking = 0

Admin = 0

Population

41,148

## Bend

Code = 5 (6 as of 7/23)

Parking = 3

Admin = 1.5

CSO's = 12

Population

102,834

CSO = Community Service Officer

# Oregon City Code & Parking Cases

| 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|
| 828 | 1467 | 1487 | 1793 | 1605 |

Top 3 Case Types of 2022:

Parking/Abandoned Vehicles – 770 (47%)

Solid Waste - 291 (18%)

Vegetation - 194 (12%)

# What's The Goal?

The overall goal of Code Enforcement is to enhance the neighborhood livability and educate residents to resolve violations through voluntary compliance.

If voluntary compliance breaks down, we will move to a formal enforcement case and follow the outlined procedures.

# Complaint Driven/Proactive Inspections

Currently most violations come in by citizen complaints

Code Staff will note any gross violations located nearby reported properties, but do not check the entire neighborhood for code violations

With the addition of staff, we can look to be more proactive on addressing larger code violations and check the Bluff and North Main Street areas for parking time frame compliance

# Call Intake Procedure

<u>Concerns are received:</u>

In Person, Phone, Email, My Oregon City Request and Internal/Staff

Each concern is reviewed to determine the violation and department it will be assigned to

Information is then input into EnerGov/311 and assigned to a staff member for initial site inspection visit

First site inspection will be conducted within 24 hours on business days

# Site Inspection/Compliance Timeline

Visit will determine if the reported violation exists

Attempt contact at the property to go over any violation and to set a timeline for compliance

Photos will be taken from the Right of Way to document conditions

If nobody is contacted at the property, a letter will be sent with confirmed violations and a compliance timeline to the property owner

Timelines are different based on the violation type

Compliance Range is generally 10 days to 30 days

Staff will continue to work with the property owner to obtain compliance and may adjust compliance timelines if progress is being made.

If there is no communication, a re-inspection will be conducted after the compliance date.
Current conditions will be documented by photos and written case notes.

Determination will then be made to issue a 2nd letter (Notice of Violation) or issue a citation to the Municipal Court or close the case if violations have been corrected.

# Municipal Court Process

Once a citation has been issued, the property owner has an initial appearance to either enter a plea of “No Contest” or “Not Guilty”

For a “No Contest” plea, Code Enforcement Staff will present the facts to the Court along with a sentencing packet. Asking for any remaining violations to be corrected or if already in compliance, ask for a fair assessment of a fine/dismissal.

For a “Not Guilty” plea, the Court will set a Trail Date for the case to be presented by Code Enforcement and the Property Owner to the Municipal Court Judge.

# Desired Trial Outcomes

- Our goal in a court trial is to openly present the facts and to work with the court and property owner on a resolution to bring the property into compliance.
- Some cases do not gain compliance and could go to an abatement process.
- We continue to work with property owners even after a court judgement to bring the property into compliance.

# Neighborhood Livability

# Questions??

# CITY OF OREGON CITY

**Staff Report**

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

**To:** City Commission **Agenda Date:** February 7, 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

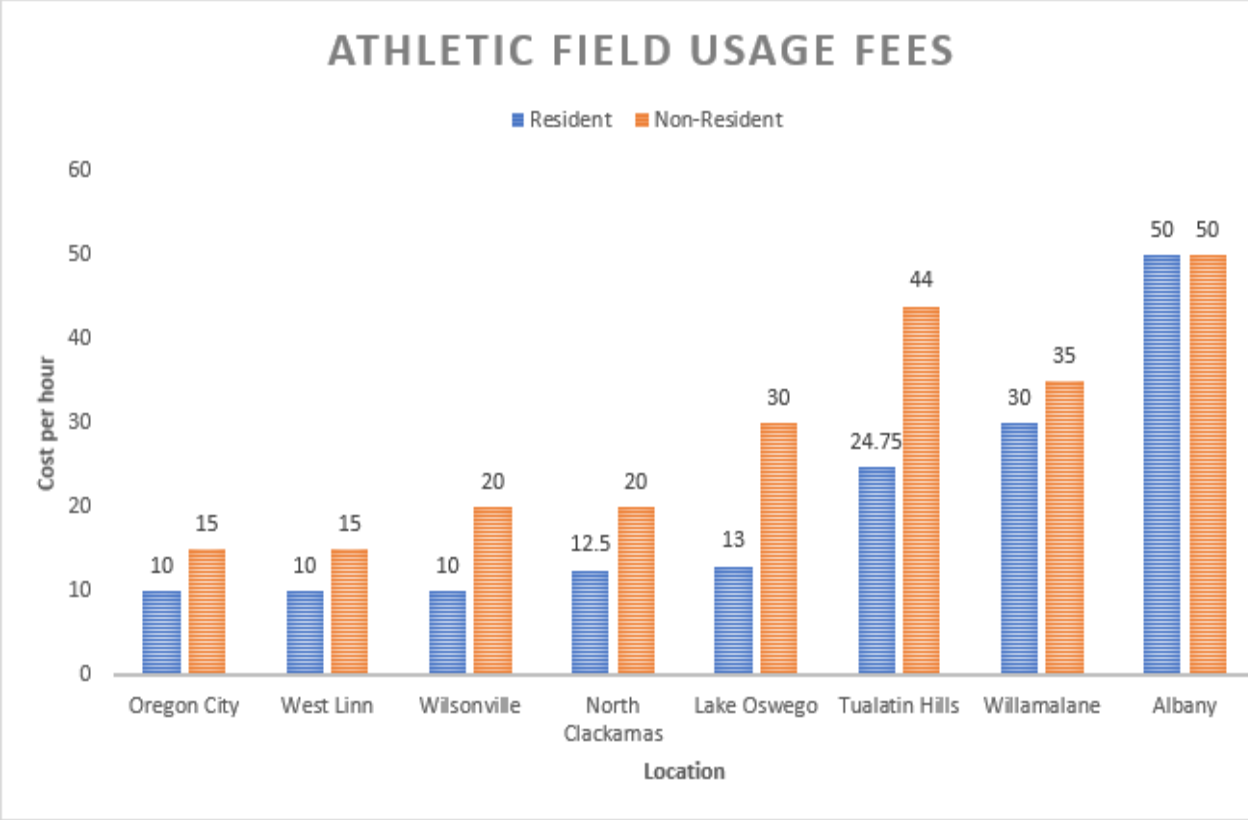
- Wesley Lynn snack shack

**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


ATHLETIC FIELD USAGE FEES
Resident
Non-Resident
Cost per hour
60
50
40
30
20
10
0
10
15
10
15
10
20
12.5
20
13
30
24.75
44
30
35
50
50
Oregon City
West Linn
Wilsonville
North Clackamas
Lake Oswego
Tualatin Hills
Willamalane
Albany
Location

| Location | Resident | Non-Resident | Additional fees |
|---|---|---|---|
| Oregon City | $10.00 | $15.00 | None |
| West Linn | $10.00 | $15.00 | Field prep $50/hr<br>Permit $15/hr |
| Wilsonville | $10.00 | $20.00 | Processing fee $45<br>Lights $10/hr<br>Deposits $500 (refundable)<br>2 hr min |
| North Clackamas | $12.50 | $20.00 | Lights $15/hr<br>Field prep $15<br>Fencing $100<br>Pitching mound $25<br>Cancellation $500 |
| Lake Oswego | $13.00 | $30.00 | Cleaning/disposal $200<br>Light turn-off $50<br>Field lining $75<br>10% of income from admission events |
| Tualatin Hills | $24.75 | $44.00 | Up to $67/hr non-resident<br>Impact fee $50-$170<br>After-hour staffing $40/hr<br>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<br>Pitching mound $30<br>Damage deposit $150<br>90-minute time slot |

## Neighborhood Associations

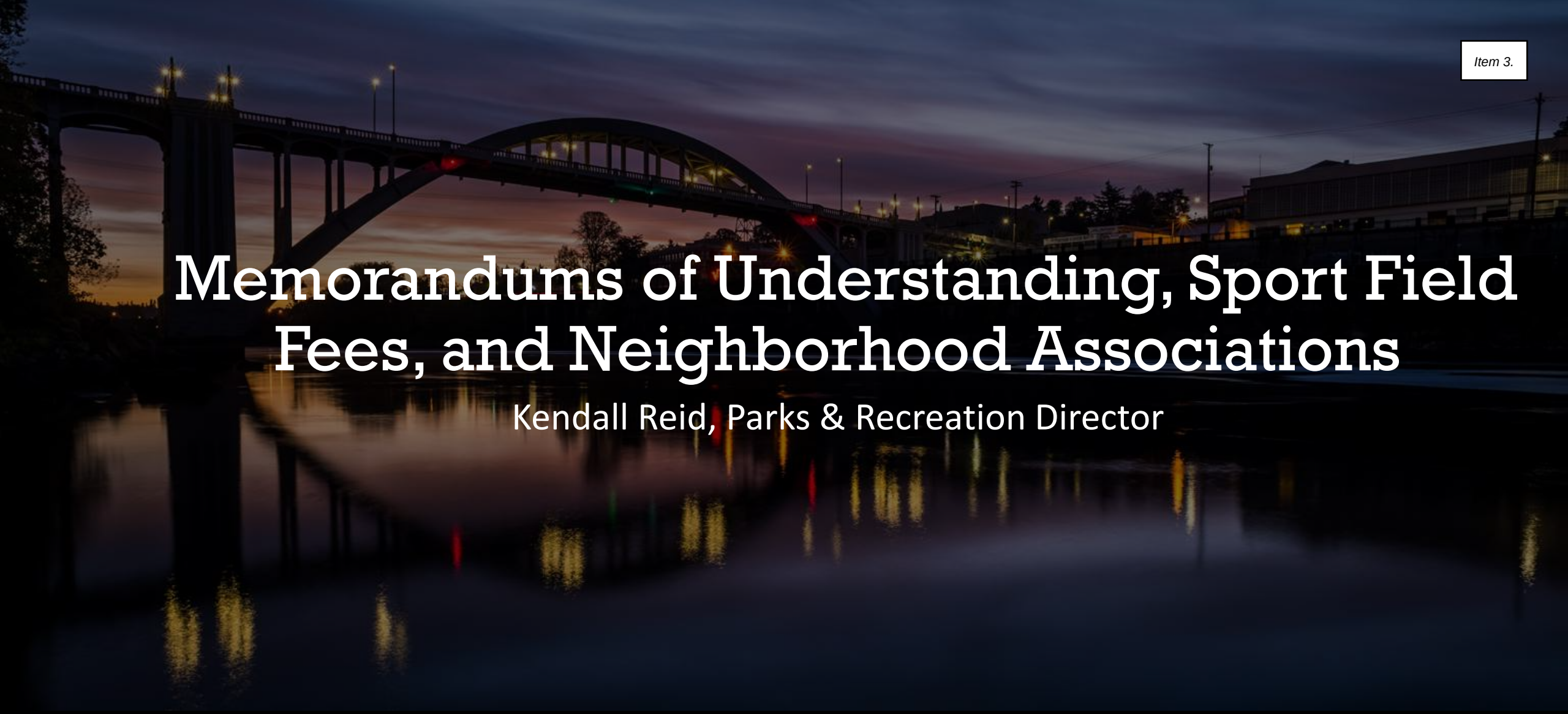
There is no formal policy associated with Neighborhood Associations. The City has agreements with each of the Neighborhood Associations that mention we will support them administratively and financially. The City Manager also has the authority to authorize free use of facilities and parks by the Neighborhood 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

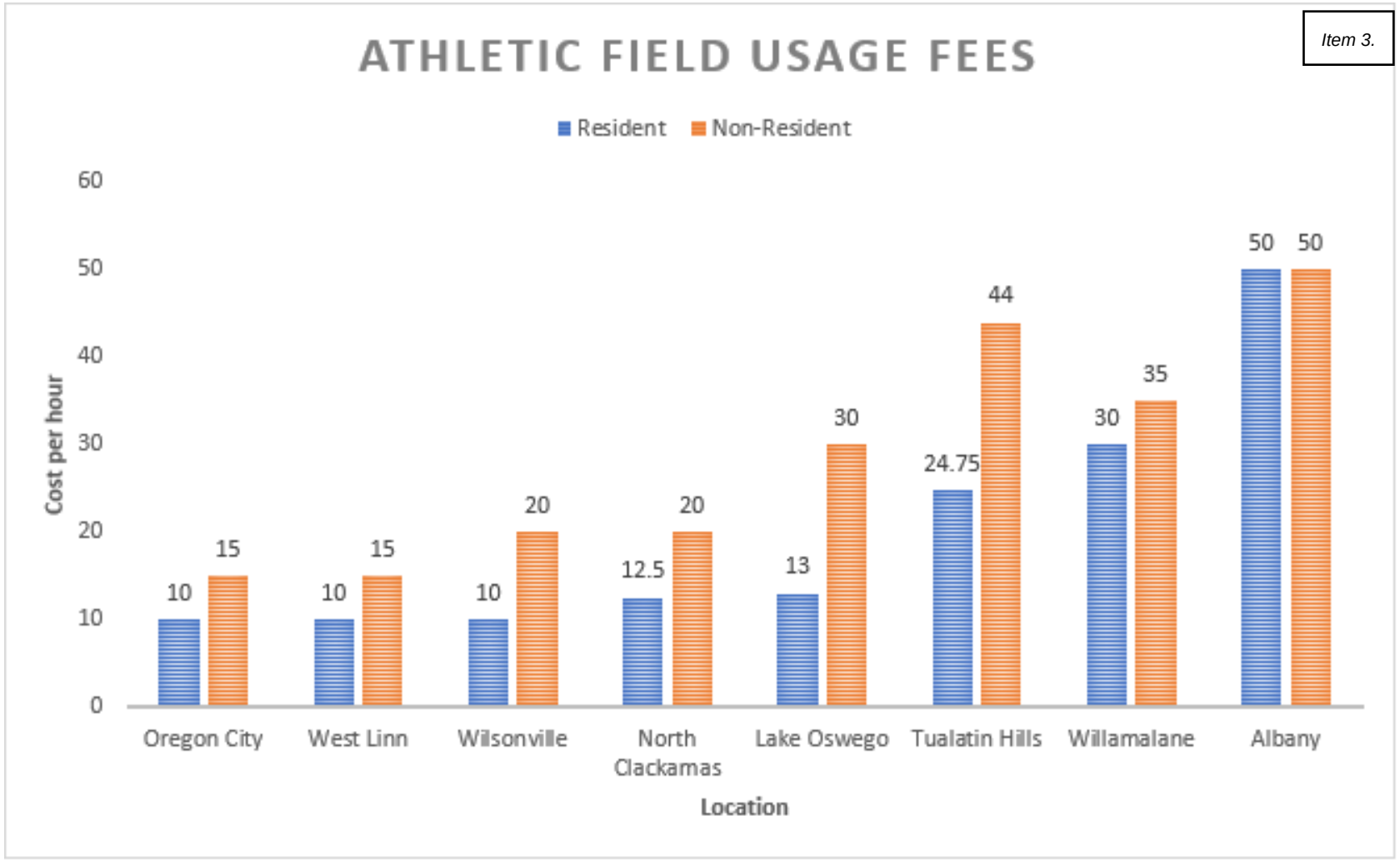
**Parks Maintenance Responsibilities**

- 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



# Sport Field Fee Comparison

| Location | Resident | Non-Resident | Additional fees |
|---|---|---|---|
| Oregon City | $10.00 | $15.00 | None |
| West Linn | $10.00 | $15.00 | Field prep $50/hr<br>Permit $15/hr |
| Wilsonville | $10.00 | $20.00 | Processing fee $45<br>Lights $10/hr<br>Deposits $500 (refundable)<br>2 hr min |
| North Clackamas | $12.50 | $20.00 | Lights $15/hr<br>Field prep $15<br>Fencing $100<br>Pitching mound $25<br>Cancellation $500 |
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| Albany | $50.00 | $50.00 | Lights $35<br>Pitching mound $30<br>Damage deposit $150<br>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

| | |
|---|---|
| **Drop-In Pricing** | |
| Youth/Seniors | $4 R \| $6 NR |
| Adult | $5 R \| $7 NR |
| Family Swim | $9 R \| $11 NR |
| **Water Exercise Drop In pricing** | |
| Youth/Seniors | $6 R \| $7 NR |
| Adult | $7 R \| $8 NR |
| **Punch Cards** | |
| Youth/Seniors - 10 punch | $40 R \| $60 NR |
| Adult - 10 punch | $50 R \| $70 NR |
| **Memberships** | |
| Youth/Seniors - Quarterly | $55 R \| $90 NR |
| Adult - Quarterly | $75 R \| $115 NR |
| Youth/Seniors - Annual | $130 R \| $195 NR |
| Adult - Annual | $160 R \| $240 NR |
| **Family Memberships** | |
| Family - Quarterly | $150 R \| $185 NR |
| Family - Annual | $300 R \| $400 NR |
| **Swim Lessons** | |
| Group Lessons (9, 27 min classes) | $50 R \| $70 NR |
| Private Lessons | $30.00 |
| Semi-Private Lesson | $43.00 |
| **Pool Facility Rentals** | |
| Hourly Pool Rental | $86 R \| $106 NR |
| Hourly Community Room Rental | $40 R \| $60 NR |
| Hourly Patio Rental | $40 R \| $60 NR |
| **Summer Camps*** | |
| Pre-K Camp | $60 R \| $80 NR |
| Rivercrest Camp | $190 R \| $210 NR |
| 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 |

### Parks - Shelters and Special Events

| Park Shelter Reservations | 1-35 Attendees | 1-50 Attendees | 50-100 Attendees |
|---|---|---|---|
| Atkinson Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Canemah Children's Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Clackamette Park General Shelter | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Clackamette Park Horseshoe Shelter | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| End of the Oregon Trail | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Hazel Grove Park (25 people max) | $67 R \| $87 NR | NA | NA |
| Hillendale Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Jon Storm Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Rivercrest Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Rivercrest Spray Park (35 people max) | $67 R \| $87 NR | NA | NA |
| Tyrone S. Woods Memorial Park | NA | $87 R \| $107 NR | $107 R \| $127 NR |
| Wesley Lynn Park | NA | $87 R \| $107 NR | $107 R \| $127 NR |

**Special Events in the Parks - Clackamette and End of the Oregon Trail (EOT)**

Special Event Application Fee: $50 — Due at time of Application Submission

| Resident Rate | EOT / Clackamette No Alcohol | EOT Only Event with Alcohol |
|---|---|---|
| 0-100 people (No portable restroom or drop box required) | $750 | $800 |
| 101-200 people (1 ADA restroom and 1 drop box) | $1,179 | $1,249 |
| 201-500 people (1 ADA and 1 standard restroom - 1 drop box) | $1,515 | $1,605 |
| 501-1,000 people (1 ADA and 2 standard restroom - 1 drop box) | $1,835 | $1,965 |
| More than 1,000 (1 ADA and 3 std RR min - 1 drop box min) | $2,480 | $2,715 |

| Non-Resident Rate | EOT / Clackamette No Alcohol | EOT Only Event with Alcohol |
|---|---|---|
| 0-100 people (No portable restroom or drop box required) | $800 | $860 |
| 101-200 people (1 ADA restroom and 1 drop box) | $1,229 | $1,309 |
| 201-500 people (1 ADA and 1 standard restroom - 1 drop box) | $1,565 | $1,665 |
| 501-1,000 people (1 ADA and 2 standard restroom - 1 drop box) | $1,885 | $2,025 |
| More than 1,000 (1 ADA and 3 standard RR min - 1 drop box min) | $2,530 | $2,775 |

*1) Fees above include portable restrooms and drop box/garbage service*

*2) Fees above include fully refundable $500 cleaning/damage deposit if no staff time is required following event*

*3) For events requiring additional staff services (i.e. barricades, locating, etc), additional charges to apply*

*4) Review of other park locations may be considered for events if Clackamette or EOT are not available or other circumstances warrant alternate park locations*

### Pioneer Center

| Facility Rentals | |
|---|---|
| Ballroom Serving Area | $135 R \| $155 NR |
| Basement/Classroom Rental | $30 R \| $50 NR |
| Basement Rental-After Hours | $30 R \| $50 NR |

### Ermatinger House

| Drop-In Pricing | |
|---|---|
| Youth/Seniors | $4 \| $5 NR |
| Adults | $6 R \| $7 NR |
| Family | $9 R \| $11 NR |
| Field Trips | $3-$10 per person |
| Hourly Facility Rentals | $40 R \| $60 NR |
| Hourly Attic Rental | $10 R \| $15 NR |

### Park

| Clackamette RV Park Fees | Riverfront | Non-Riverfront |
|---|---|---|
| Daily Fees | $40 R \| $60 NR | $30 R \| $50 NR |

| Sports Field Use/Rentals | |
|---|---|
| Hourly Field Rentals | $10 R \| $15 NR |
| Implement User agreements for anything outside hourly use | |

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.

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 subsided 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.

# Questions?

# Thank you for your time.

# Oregon City Parks and Recreation 2022 Master Fee Schedule, Effective July 1, 2022

## Aquatics and Recreation

| | |
|---|---|
| **Drop-in Pricing** | |
| Youth/Seniors | $4 R \| $6 NR |
| Adult | $5 R \| $7 NR |
| Family Swim | $9 R \| $11 NR |
| **Water Exercise Drop in pricing** | |
| Youth/Seniors | $6 R \| $7 NR |
| Adult | $7 R \| $8 NR |
| **Punch Cards** | |
| Youth/Seniors - 10 punch | $40 R \| $60 NR |
| Adult - 10 punch | $50 R \| $70 NR |
| **Memberships** | |
| Youth/Seniors - Quarterly | $55 R \| $90 NR |
| Adult - Quarterly | $75 R \| $115 NR |
| Youth/Seniors - Annual | $130 R \| $195 NR |
| Adult - Annual | $160 R \| $240 NR |
| **Family Memberships** | |
| Family - Quarterly | $150 R \| $185 NR |
| Family- Annual | $300 R \| $400 NR |
| **Swim Lessons** | |
| Group Lessons (9, 27 min classes) | $50 R \| $70 NR |
| Private Lessons | $30.00 |
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| **Pool Facility Rentals** | |
| Hourly Pool Rental | $86 R \| $106 NR |
| Hourly Community Room Rental | $40 R \| $60 NR |
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| **Summer Camps*** | |
| Pre-K Camp | $60 R \| $80 NR |
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| **Red Cross Certification Classes** | |
| Lifeguard Classes | $200 R \| $220 NR |
| Lifeguard Review | $150 R \| $170 NR |
| CPR/First Aid Classes | $70 R \| $90 NR |

## Parks - Shelters and Special Events

| Park Shelter Reservations | 1-35 Attendees | 1-50 Attendees | 50-100 Attendees |
|---|---|---|---|
| Atkinson Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Canemah Children's Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Chapin Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Clackamette Park General Shelter | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Clackamette Park Horseshoe Shelter | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| End of the Oregon Trail | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Hazel Grove Park (35 people max) | $67 R \| $87 NR | NA | NA |
| Hillendale Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Jon Storm Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Rivercrest Park | NA | $67 R \| $87 NR | $87 R \| $107 NR |
| Rivercrest Spray Park (35 people max) | $67 R \| $87 NR | NA | NA |
| Tyrone S. Woods Memorial Park | NA | $87 R \| $107 NR | $107 R \| $127 NR |
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**Special Events in the Parks - Clackamette and End of the Oregon Trail (EOT)**

**Special Event Application Fee: $50** — Due at time of Application Submission

| Resident Rate | EOT / Clackamette No Alcohol | EOT Only Event with Alcohol |
|---|---|---|
| 0-100 people (No portable restroom or drop box required) | $750 | $800 |
| 101-200 people (1 ADA restroom and 1 drop box) | $1,307 | $1,377 |
| 201-500 people (1 ADA and 1 standard restroom - 1 drop box) | $1,572 | $1,662 |
| 501-1,000 people (1 ADA and 2 standard restroom - 1 drop box) | $1,937 | $2,067 |
| More than 1,000 (1 ADA and 3 std RR min - 1 drop box min) | $2,627 | $2,862 |

| Non-Resident Rate | EOT / Clackamette No Alcohol | EOT Only Event with Alcohol |
|---|---|---|
| 0-100 people (No portable restroom or drop box required) | $800 | $860 |
| 101-200 people (1 ADA restroom and 1 drop box) | $1,357 | $1,437 |
| 201-500 people (1 ADA and 1 standard restroom - 1 drop box) | $1,622 | $1,722 |
| 501-1,000 people (1 ADA and 2 standard restroom - 1 drop box) | $1,987 | $2,127 |
| More than 1,000 (1 ADA and 3 standard RR min - 1 drop box min) | $2,677 | $2,922 |

*1) Fees above include direct portable restroom vendor cost and drop box/garbage service*

*2) Fees above include fully refundable $500 cleaning/damage deposit if no staff time is required following event*

*3) For events requiring additional staff services (i.e. barricades, locating, etc), additional charges to apply*

*4) Review of other park locations may be considered for events if circumstances warrant alternate park locations*

## Pioneer Center

| Facility Rentals | |
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## Ermatinger House

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| Field Trips | $3-$10 per person |
| Hourly Facility Rentals | $40 R \| $60 NR |
| Hourly Attic Rental | $10 R \| $15 NR |

## Park

| Clackamette RV Park Fees | Riverfront | Non-Riverfront |
|---|---|---|
| Daily Fees | $40 R \| $60 NR | $30 R \| $50 NR |

| Sports Field Use/Rentals | |
|---|---|
| Hourly Field Rentals | $10 R \| $15 NR |
| Implement User agreements for anything outside hourly use | |

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.

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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.

| 2023 Portable Restroom Requirements (direct vendor cost updated 01/23/2023) | | |
|---|---|---|
| 0 - 100 people | No additional restro | $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 |

OREGON CITY
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

## Dates to be from: November 1st, 2022-June 30th, 2025

**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 [MT1]:** Changed formatting throughout the MOU

**Commented [MT2]:** Making the MOU extend longer to avoid renewing each year. Suggesting to only review every other year.

**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.

**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.

**Revenue & Fundraising Plan**
To outline the main sources of revenue for the Ermatinger House along with their individual pricing and relating policies.

**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).

## 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.

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.

**Commented [MT4]:** Added Definition

**Commented [MT5]:** Added Definition

**Commented [MT6]:** Added Definition

**Commented [MT7]:** Shortened purpose from previous MOU

**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 into to the new MOU.

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

**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.

### 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

## ROLES AND RESPONSIBILITIES

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.

**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

Commented [MT11]: No changes on this section except for referencing the Parks Department as OCPRD instead.

**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 OCPRD.
    b. Both parties will extend invites to meetings, as applicable, with ample notice.

## Guidelines for Fundraising, Events and/or Programs

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.

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

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.

**Commented [MT13]:** This is the section that was mainly changed to outline the path we are hoping to move forward with.

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

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

Commented [MT14]: No changes other than titles and grammar.

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:

### 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@orcity.org/ 503-974-5516
    ii. Recreation Programmer: Holly Swogger Email: swogger@orcity.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.
   - 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.
    - Ermatinger House Interpretive Plan, the Revenue & Fundraising Plan, and the Brand & Marketing Plan.
    - 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.

**Commented [MT17]:** No changes made other than titles or grammar.

## 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

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.

   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.

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**

Commented [MT26]: No changes.

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: _____ Signature: _____

*Friends of the Ermatinger House Chairman* *City of Oregon City Representative*

Print: _____ Print: _____

Date: _____ Date: _____

# 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-handling, 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. wh 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, 202

**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 Ermatinger House President*

Print: Cheryl Rice

Date: 1.29.21

Signature: Rochelle Anderholm-Parsch

Digitally signed by Rochelle Anderholm-Parsch
DN: cn=Rochelle Anderholm-Parsch, o=OCPR, ou=OCPR, email=rparsch@orcity.org, c=US
Date: 2021.01.25 11:02:45 -08'00'

*City of Oregon City Representative*

Print: Rochelle Anderholm-Parsch

Date: 1.25.2021

**APPENDIX A:**

**EXAMPLE OF EVENT OUTLINE TEMPLATE**

# Friends of the Francis Ermatinger House Event Outline

**Date submitted: xx-xx-2021**

| | |
|---|---|
| **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@orcity.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:**

| |
|---|
| **Project Timelines ("#" date in month that project occurs, "?" if date is not yet determined)** |
| **Project Details:** |
| **Funding (If applicable):** |

| |
|---|
| **Anticipated City Support (staff, materials, etc.):**<br>**Advertising this event, through social media, etc. available to the City.**<br>**Regular staff for the day, display tables x 2 (shorter ones).** |
| **FEH Contact:** |

**Please return to:**
**Rochelle Anderholm-Parsch**
**rparsch@orcity.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 | |
| | | | | | | |

# CITY OF OREGON CITY

**Staff Report**

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

**To:** City Commission **Agenda Date:** 02/07/2023

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

## SUBJECT:

Oregon City Inflow & Infiltration Program Service Lateral Improvement Program (CI 21-015)

## STAFF RECOMMENDATION:

Discussion and direction for the private lateral replacement program.

## EXECUTIVE SUMMARY:

The Inflow/Infiltration Program Management aims to deliver a complete program focused on sanitary sewer Inflow/Infiltration (I&I) reduction in a highly efficient and effective manner. Replacing private sewer laterals is highly cost effective due to the high proportion of I&I removed by extending sewer repairs onto private property. City and consultant staff have prepared three different lateral improvement programs for the Commission to consider. The options are summarized below:

1. City fully funds replacement of private sewer laterals.
2. Property owners fully fund replacement of sewer laterals.
3. City and property owners share the cost of sewer lateral replacement.

City and Wallis Engineering staff recommend option 1 and are requesting direction from the Commission as to which option(s) they wish to proceed forward.

## BACKGROUND:

The City's 2014 Sanitary Sewer Master Plan calls for an I&I Removal Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. This program is necessary to prevent costly upgrades to City and Clackamas County Water Environment Services (WES) sewer facilities in the future. In order to meet the program goals established by the City and WES, substantial I&I removal is required. Adding private laterals to a public sewer I&I rehab program roughly doubles the amount of I&I removed, so any I&I program that only addresses public facilities will be half as effective as one that rehabs public and private infrastructure.

Wallis Engineering is providing program management services to support City staff with the I&I Removal Program. The program being implemented is highly aggressive, seeking to spend approximately $21 million in City funds and $11 million in WES reimbursement funds over the next five years.

**Private Lateral Policies of Other Jurisdictions**

Other cities and sewer providers have implemented lateral replacement programs. City and Wallis staff gathered information from the following cities and sewer providers: Clean Water Services (CWS), McMinnville, Portland, St. Helens, Sandy, Sweet Home, and WES. CWS and WES created private lateral programs because it was more cost effective than upsizing treatment and conveyance facilities, while the other jurisdictions were under DEQ Consent Decrees requiring them to remove I&I. Portland has struggled to implement its private lateral replacement program, but all other jurisdictions have either completed their programs or are successfully implementing them now.

Every program except for St. Helens' and McMinnville's was fully funded by the sewer utility. St. Helens required the homeowner to fully pay for the improvement and attained a high final participation rate by imposing increasing monthly surcharges on the sewer bills of any property that did not replace the lateral. McMinnville offered a 10% cost share (capped at $250) to property owners, and also attained high final participation by imposing a $50 monthly surcharge on property owners that did not promptly replace their lateral. Both the St Helens and McMinnville programs were implemented during the 2008 recession; limited City funds were the main driver behind the decision to make homeowners pay for the repairs. In other cases where funding was not severely limited, the jurisdictions uniformly decided that the public good of the I&I removal justified fully funding the private lateral rehabilitation.

**Oregon City Service Lateral Improvement Program Options**

City and Wallis staff proposed three different program options for rehabilitating private portions of the sewer laterals. They are listed below:

1. City fully funds replacement of private sewer laterals.
2. Property owners fully fund replacement of sewer laterals.
3. City and property owners share the cost of sewer lateral replacement.

All three of these potential programs are fully reimbursable by WES. The project team ruled out any potential programs that were not clearly eligible for WES reimbursement. For a project expense to qualify for the 33% match guaranteed by the WES I&I IGA, the award process must comply with public procurement rules. Per conversations with WES staff, the only clear way to verify compliance is for the City to award and oversee the private lateral replacement. Any laterals directly replaced by residents will not be eligible for match funding, so this restriction eliminated numerous potential service lateral improvement programs. Options 2 and 3 route the private funds through the City, and the City will award and oversee the lateral replacements.

Options 2 and 3 modestly increase the overall I&I program budget over the short term, and substantially increase it over the longer-term relative to Option 1. These budgetary increases are partially offset by increased administrative costs to accurately track property owner payments. The financial impact on each property owner for these options is substantial, with the average anticipated cost to replace a leaking sewer lateral exceeding $10,000. Option 2 thus would be a major financial burden to affected property owners and option 3 a smaller but still substantial burden. The high property owner cost also requires the City to offer installment plans, which requires the City to perform the repairs using Sewer funds and get reimbursed later.

Any option involving non-City funds (Options 2 and 3) requires rehabilitation of the private laterals as a separate project from the public improvements. This delay has several negative impacts, including:

- Increased cost to replace private laterals
- Repeated construction impacts in the same area
- Delayed reimbursement from WES for private lateral replacement

Voluntary compliance by affected property owners is likely with Option 1, as there is no cost to them associated with this option. Option 2 likely will have the lowest compliance rate, while Option 3 will likely have an intermediate rate. High compliance is still possible for Options 2 and 3 but will require code enforcement or punitive sewer rate surcharges.

**Recommended Lateral Policy**

City and Wallis staff recommend Option 1. While the private budgetary contributions in Options 2 and 3 do increase the overall program budget, the benefits of these contributions are muted both by high anticipated utilization of installment plans and increased cost to rehabilitate laterals. Integrating private funds into the I&I program also increases administrative burdens and slows repairs of private laterals. Finally, voluntary compliance with the program is only likely for Option 1. Code compliance enforcement or punitive surcharges will be necessary to attain high compliance if property owners need to shoulder some or all of the lateral replacement cost.

In general, City and Wallis staff believe that requiring the property owners to fund replacement of their laterals to solve a City problem will lead to negative public opinion. Most laterals that the private lateral program addresses are functional from the resident's point of view:  toilets still flush and homes still sell. There is some value to the homeowner in having a new sewer lateral, but the vast majority of the benefits of replacing a leaky sewer lateral are realized by the City. Other jurisdictions have come to the same conclusion, deciding that the public good of the lateral replacement substantially outweighs the cost.

City and Wallis staff are seeking Commission input on what Lateral Policy should be adopted. Any lateral program represents a substantial shift in existing City policy and

should be initiated and approved by the Commission. Staff wants to know if the Commission desires further discussion of any of the options presented. Staff is also seeking feedback from the Commission on any questions or concerns they have about the policies presented, and what changes, if any, they want made to the options presented.

**OPTIONS:**

1. Move forward with adopting one of the presented options at a City Commission regular session, with or without modifications.
2. Recommend staff return to further discuss option(s) at a future City Commission work session, with or without modifications.
3. Direct staff not to create a private lateral policy, limiting I&I work to public infrastructure.

**BUDGET IMPACT:**

Amount: N/A

FY(s): N/A

Funding Source(s): N/A

OREGON CITY

**Public Works – Engineering**

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Ph (971) 204-4601 | Fax (503) 650-9590

# MEMORANDUM

| | |
|---|---|
| TO: | City Commission and Tony Konkol, City Manager |
| FROM: | John Lewis, Public Works Director, and Wallis Engineering Staff |
| DATE: | 1/31/2023 |
| SUBJECT: | Oregon City Inflow & Infiltration Program Service Lateral Improvement Program |

Oregon City has an aging sanitary sewer collection system that is prone to substantial *inflow and infiltration* (I&I) during the rainy season. *Inflow* happens when direct rainwater that normally is conveyed by stormwater collection facilities, such as catch basins and downspouts, are connected to the sanitary sewer system instead of the stormwater system. *Infiltration* is groundwater entering sanitary sewer pipes, laterals, and manholes through cracks and breaks. During heavy rain events, sewage in the collection system can be as much as **92% stormwater**. This results in pipes that need to be sized to carry **12 times** more sewage than the customers are producing, as well as pump stations that can handle these high peaks. **All this excess sewage also needs to be treated**, resulting in **costly** wastewater treatment plant upgrades.

Several Oregon jurisdictions have investigated how much of this I&I enters the system from different sources. Generally, the collection system is divided into three components when considering I&I contributions:

- Public mains
- Public portions of laterals
- Private portions of laterals

In Oregon City, the dividing line between the public and private lateral is either the back of curb, edge of pavement, or back of sidewalk. In newer installations, a cleanout defines the public to private transition, while older installations must be evaluated according to the adopted City Sanitary Sewer Standards and Drawings.

The adopted 2014 Oregon City Sewer Master Plan stated that full rehabilitation of the sewer system from the main to the building cleanout could remove as much as 65% of peak I&I. Other I&I programs in and around the Portland area have shown the following division of I&I removal:

- Public Sewer Main and Manhole Rehab: 20%
- Adding the Public portion of Lateral Rehab: 35%
- Adding the Private portion of Lateral Rehab: 65%

Individual communities have demonstrated that rehabilitating private laterals can remove up to 40% of peak I&I. When there is a need to remove I&I, **any effective program must include rehabilitation of**

**private laterals**. Clackamas County Water Environmental Services (WES) evaluated the economic impact of I&I removal versus treatment plant expansion and found that removing I&I results in a wastewater treatment plant upgrade and expansion **savings of $120 million dollars**. WES realizes that it will need cooperation from partner cities such as Oregon City, so to incentivize I&I removal in member communities, WES proposed an intergovernmental agreement (IGA) where WES reimburses 33% of the cost of I&I projects in areas identified as major I&I sources. Oregon City has signed this IGA and seeks to address I&I in the areas identified in Figure 1:

*Figure 1: Program Area Map*

The WES I&I removal goals are aggressive; to meet the goal set forth in the WES Sewer Master Plan, the City will need an I&I removal program that is both expansive and cost effective. City staff examined the

cost of removing peak I&I flow, and found that more I&I is removed by a program that includes private lateral rehab per dollar spent than by one that includes public facilities only. Specifically, a typical right-of-way only program may see removal of one gallon per day (GPD) of peak I&I flow for every $22 spent, while a program that rehabilitates public facilities and private laterals could reduce that cost to $18 per GPD removed. As such, not only is a private lateral program necessary to meet the WES I&I removal goal, it is also **the most cost-effective method for addressing I&I.**

The City has set up an aggressive program to address I&I in the WES reimbursable basins. A rough 5-year budget includes approximately $20.8 million in City Sewer Rate Funds and $11.3 million in WES Reimbursement Funds, with the bulk of the expenditures occurring over the next three years. Inclusion of private laterals increases predicted I&I peak flow removal from 1.4 million gallons per day (MGD) to 1.7 MGD. This increase in removal comes despite reducing the length of sewer mains rehabilitated during this period from approximately 103,000 to 67,000. **This shows that an I&I program addressing private laterals removes more I&I while impacting fewer people at once.**

This memo will examine the private lateral programs adopted by other Oregon jurisdictions, exploring how effective the programs were, and evaluating how appropriate their approach would be for Oregon City. Based upon these programs and input from Wallis and City staff, three potential private lateral program strategies are presented:

1. City fully funds replacement of private sewer laterals.
2. Property owners fully fund replacement of sewer laterals.
3. City and property owners share the cost of sewer lateral replacement.

The pros and cons of these strategies will be discussed. Based upon these pros and cons, one strategy will be recommended for adoption, and the steps necessary to adopt and implement this policy laid out.

## Other Adopted Private Lateral Policies

There are comparative agencies with private lateral rehabilitation programs underway or completed. Table 1 contains brief summaries of all policies reviewed by City and Wallis staff. Diverse policies were adopted, with some jurisdictions choosing to fully fund private lateral rehabilitation and others placing part or all the financial burden on property owners. Program efficacies were generally high, with the exception of Portland's program that has had repeated false starts and still is not fully implemented. General experience has been that private lateral rehabilitation is a sound strategy to reduce I&I and is cost effective with or without property owner financial contributions.

| Jurisdiction | Description of Program |
|---|---|
| Clean Water Services | Clean water services has determined that a comprehensive rehabilitation program that includes both mainline and laterals is generally recognized nationwide as an adequate solution to the control of inflow and infiltration. CWS partners with local jurisdictions to fund 100% for the replacement of mainline and sewer laterals. |
| Water Environment Services | WES has partnered with local cities to reduce I&I. The district agrees to reimburse 33% of the actual cost incurred by the local city in the completion of this program. The program includes mainline sewers and lateral construction. WES is also replacing some private laterals in systems it operates, paying 100% of the replacement cost. If significant progress is being made toward the goal of 65% of I&I reduction in this program, it may be extended by the parties. This program is funded by the potential savings in rates. |
| Sweet Home | The City of Sweet Home completed a sanitary sewer master plan in which one conclusion was for the city to conduct a sewer replacement program to systematically replace older pipes, including sewer service laterals. It was believed the city would realize a significant cost savings by comprehensibly rehabilitating both public and private components of the sanitary sewer system. The city fully funded improvements as part of this program. This was in response to a DEQ mandate. |
| Sandy | The City of Sandy is faced with topographical restraints and environmentally sensitive areas. The sanitary sewer master plan has brought attention to the lack of point source locations for the discharge of treated sewage and the impact that I&I has on the flows in the city system. The City of Sandy has implemented a comprehensive effort to address multiple challenges in the wastewater infrastructure. This includes the aging sewer pipes and private laterals. The city fully funded improvements as part of this program and included funding by grants, loans and the increase of sewer rates. This was in response to a DEQ mandate. |
| St. Helens | The City of St. Helens has geologic and infrastructure characteristics that leave some areas of the city with sewer overflows during some major storm events. In response to a DEQ mandate, the city developed an I&I abatement program designed to be a holistic approach to addressing deficiencies in both private sewer laterals and public sanitary sewers. The city determined that the landowners would be responsible for the repair of the private laterals with no interest loans available. The city provided CCTV data that identified the defect. The City imposed an escalating surcharge to encourage program compliance. |
| McMinnville | The City of McMinnville completed a sanitary sewer master plan in which one conclusion was the City needed to reduce I&I. Lateral rehabilitation was necessary to reach the target removal. The City determined that a 10% cost share (up to $250) was appropriate for rehabilitating private laterals. The city did provide CCTV data that identified the defect and loans to landowners who couldn't get other credit, but the landowner was solely responsible for obtaining a contractor to perform the work. A surcharge on non-compliant homeowners was included. This program was in response to a DEQ mandate. |

| | |
|---|---|
| Portland | A pilot program in Portland replaced the laterals of some property owners to limit rainwater entering the city's sewer system. The project targeted areas prone to overflows, and it was estimated that the cost of replacing the laterals was less than building a separate stormwater system or increasing capacity with larger pipes. Presently, no other neighborhoods qualify for this project. This was in response to a DEQ mandate. |

*Table 1: Other Jurisdiction Private Lateral Policy Summary*

## *Comparing Adopted Private Lateral Policies*

Most programs are being motivated by an Oregon Department of Environmental Quality (DEQ) consent decree. WES and Clean Water Services (CWS) both justified their programs entirely based upon a financial analysis and a commitment to minimize unnecessary capacity increases in trunk mains, pump stations, and treatment plants. Those two jurisdictions have large service areas, so minimizing I&I in their sewer collection systems can prevent millions of dollars' worth of capacity increases at a fraction of the cost. The other jurisdictions did not have a choice: a DEQ consent decree either caps wastewater treatment plant (WWTP) discharges at existing levels or requires a reduction in WWTP discharge. While citywide mandates for low-flow fixtures can have some effect on sewer flows, substantial flow reductions require I&I removal.

Whether implemented to save money or satisfy consent decree mandates, the surveyed jurisdictions determined that meeting reduction goals required rehabilitation of private sewer laterals. The distribution of I&I removal presented in the introduction is well accepted, and these jurisdictions all determined that substantial I&I reduction is not possible without a private lateral program. The jurisdictions all also appear to agree that removing I&I by including private laterals in any broader I&I program is cost effective.

The determining factor in whether a jurisdiction fully funds replacement of private laterals appears to be available sewer fund budgets. McMinnville and St. Helens both implemented their programs during the 2008 recession, and both Cities emphasized the need to maximize the reach of limited available funds. Other programs implemented during better economic times have uniformly determined that the public good served by removing I&I outweighs any private benefits to property owners from receiving a new sewer lateral, so cost-sharing or private-funding is not required. Taking direct control of lateral replacements also allows the jurisdiction to control the type and quality of the repair.

Participation rates in all programs investigated were high, though the path to high participation was not uniform between programs. McMinnville and St. Helens both required substantial punitive measures to drive compliance. McMinnville only offered their cost share to property owners who promptly made repairs, and imposed a surcharge on property owners who didn't make appropriate repairs. St. Helens did not offer any cost share, so the surcharge imposed by St. Helens escalated with time to further incentivize property owners to repair their lateral. Fully funded programs have not needed to rely upon punitive measures to drive compliance – the number of property owners unwilling to participate in these programs were not large enough to warrant punitive measures to drive compliance.

Portland's difficulties in implementing their private lateral policy appear to be unique. Oregon's largest city has a combined sewer system in many parts of town and has taken a lot of other drastic measures to attenuate flows into the WWTP during storms and eliminate combined sewer overflows (CSO's), so

the private lateral I&I issue has a much more muted impact on Portland's sewer flow patterns than in other communities without combined sewers. There are much higher priority issues with the sanitary sewer system that need addressing, so it is not surprising that the City has struggled to implement a private lateral program that is pretty limited in scope or anticipated impact. Other programs don't appear to have struggled with similar difficulties and have been deemed successes.

## Oregon City Private Lateral Policy Options

Oregon City and Wallis Engineering staff considered several different private lateral policy options. A major focus of initial efforts was ensuring that any policy options put forth would be eligible for WES reimbursement. WES staff were consulted with several potential combinations of funding sources, construction methods, and procurement methods. To be WES reimbursement eligible, any program must meet the following criteria:

- The City must directly pay construction contractors to perform the private lateral rehabilitation. Any outside funds (i.e., property owner funds) must first be routed through the City.
- The construction contracts must follow public procurement rules, preferably a competitive bid process.
- Private lateral rehabilitation must be part of a WES approved project prior to any work being done. Stand-alone private lateral rehabilitation projects are considered WES eligible.

These eligibility criteria rule out any private lateral policies that include an option for property owners and/or tenants to repair laterals themselves, even if Oregon City shares the cost. Any programs not directly administered and implemented by Oregon City are not reimbursable and were not considered. Staff identified three potential private lateral programs that meet the WES reimbursement requirements. They are:

1. City fully funds replacement of private sewer laterals.
2. Property owners fully fund replacement of sewer laterals.
3. City and property owners share the cost of sewer lateral replacement.

### *Option 1: Fully City Funded Program*

This option involves the City replacing private sewer laterals as needed, paying for all of these improvements with sewer funds. Property owners do not contribute any funding as part of this option, so the only interaction necessary between property owners and the City is securing a right of entry for the City to perform the lateral replacement. Not all properties will have their private laterals replaced; every project performed after the lateral program is adopted will include assessment of private laterals while the public improvements are being performed. Only those laterals showing poor condition or inappropriate material (such as concrete or Orangeburg) will be replaced.

High property owner participation rates are anticipated as part of this option. Since this option does not require any financial contribution from the property owner, any hesitancy will likely come from one of these sources:

- Concern about the installation damaging valuable landscaping (i.e., prized rose bush, recently replaced fence, fully planted-out garden, retaining wall).

- Concern about the installation damaging the home.
- Lack of trust in the quality of the finished product.
- Strong distaste for allowing the government to perform any work on their property.

The first three of those concerns can likely be addressed by City Staff prior to construction. Depending upon the type of rehabilitation selected, little to no landscape disturbance is necessary. The most common rehabilitation method, pipe bursting, only requires one pit be excavated near the home – the rest of the lateral alignment is replaced without excavation. Certain pipes will be eligible for cast-in-place pipe (CIPP) lining, which requires no excavation so long as an access point near the building exists (typically a cleanout). If there is no access point, one can be installed in a way requiring less ground disturbance than pipe bursting. Both options can easily be laid out in a way that avoids high-value landscaping. Only open trench replacement will have widespread impacts on landscaping and will only be utilized when substantial defects are found, which if left unrepaired would likely prohibit sale of the property in the future. If open trench replacement is necessary, some realignment of the lateral to avoid key landscaping may be possible.

Contractors will not be excavating up against the building or foundation to repair or replace the sewer lateral. If a contractor does damage the home, the property owner will have several avenues available for compensation for damages, and the City would likely support the property owner in pursuing whatever path they choose. Instances of property damage should be exceedingly rare.

Any methods utilized by the City to rehabilitate private laterals will comply with plumbing code and will be of similar or higher quality than the property owner could receive if they solicited repairs themselves. The City will also require video inspection of all laterals after replacement or repair, and will share this information with the property owner to ensure they have no concerns about the quality of the lateral they are taking over.

The City anticipates that convincing property owners who are simply opposed to allowing any contractor they don't personally select and vet on their property will be difficult. There most likely will not be a substantial number of these types of hesitant property owners, so the City can most likely exclude these properties from the project without significantly impacting the overall efficacy of the program. The City will still survey their lateral (with or without their consent, as permitted by Oregon City Municipal Code (OCMC) 13.08-125) and inform the property owner of the condition of their lateral. If the property owner decides to repair the lateral with their own contractor or labor, the City will allow this (even though the replacement will not be WES reimbursable); however, unless there are a substantial number of non-compliant property owners, the City mostly likely will not pursue code enforcement of OCMC 13.08.115 that requires property owners to keep service lines in good condition.

The high voluntary compliance rate of this option will allow the City to incorporate the private lateral rehabilitation into the public improvement projects. This will result in substantial cost savings in the rehabilitation of private and public laterals, allowing City funds to go further. The impact of these savings is especially apparent during the first five years of the program, where option 1 out-performs all other options, both in terms of feet of sewer main rehabilitated and peak I&I flow removed.

This program option has a five-year combined City and WES budget of $31.1 million and a 10-year budget of $39.1 million. This program is estimated to remove 1.7 MGD of peak I&I flow during the first five years, with a total 10-year removal of 2.1 MGD.

### *Option 2: Fully Property Owner Funded Program*

This option involves the City replacing private sewer laterals as needed, paying for all these improvements initially with sewer funds. Properties needing lateral replacement or rehabilitation will be identified as part of a public improvements project (using the same criteria as Option 1), and City staff will reach out to impacted property owners to secure rights of entry and negotiate payment for the improvement. This process will not be quick, so private laterals will be handled as a separate project. This increases private lateral costs by approximately 20% and delays their rehabilitation. Since the bulk of removable I&I is in the private lateral, this means that it will take longer for the I&I program to produce results when compared to Option 1.

In addition to the concerns discussed in Option 1, property owners will be facing a substantial financial impact with this option. The average private lateral will cost approximately $10,000 to rehabilitate, which represents a substantial financial burden for property owners. Most property owners won't have this kind of cash on hand, so the City will need to offer installment plans. To keep monthly payments affordable, the shortest duration loan that can be offered is 5 years. Even with installment plans available, the City expects that the voluntary participation rate will be low enough that punitive measures, such as code enforcement proceedings or escalating sewer rate surcharges, will need to be implemented to attain a high enough participation rate for the program to be effective. These measures tend to produce poor public opinion, and also require substantial time and staff effort to implement.

City staff expect this option to have low voluntary participation rates. Final participation rates similar to Option 1 are possible but will require City staff to take aggressive measures likely to produce public backlash. If these measures are not taken, then the program will be much less effective. A 25% reduction in participation rate results in removing 12% less peak I&I; a 50% reduction reduces efficacy by 23%. Meeting the WES and Oregon City I&I removal goals are not possible without a high participation rate.

Low voluntary participation rates will also require the City to separate rehabilitation of the public infrastructure and private laterals. Contacting property owners asking for rights of entry and funding agreements prior to knowing who will need work done is inadvisable and likely to generate significant backlash. This is unlike Option 1, where contacting property owners for permission to perform the work is not likely to generate much backlash. It is necessary to delay property owner contact until construction, when a list of properties needing lateral rehabilitation is available. A high participation rate is necessary for a successful program, so significant effort (possibly including code enforcement) will be needed. This process will take too long for the public improvements project, so a separate contract will need to be generated for the private laterals once all property owner negotiations are complete.

The high property owner expense will result in most owners choosing an installment plan. Installments ease the burden on property owners but require the City to pay for improvements with sewer funds that are repaid by the installment plan. This delay between expense and repayment means that the I&I program does not see substantial budget benefits until year 6. For the first 5 years, the additional property owner funding is outweighed by the increased cost to rehabilitate the private laterals separate from the public improvements. That said, long term the owner payments result in an overall program budget increases enough to overcome the reduced efficiency and actually increase how much peak I&I is removed.

This program option has a five-year combined City and WES budget of $32.7 million and a 10-year budget of $53.6 million. This program is estimated to remove 1.6 MGD of peak I&I flow during the first five years, with a total 10-year removal of 2.7 MGD.

### *Option 3: Property Owner and City Funded Program*

This option involves the City replacing private sewer laterals as needed, and paying for all these improvements initially with sewer funds. Properties needing lateral replacement or rehabilitation will be identified as part of a public improvements project (using the same criteria as Option 1), and City staff will reach out to impacted property owners to secure rights of entry and negotiate payment for the improvement. This process will not be quick, so private laterals will be handled as a separate project. This increases private lateral costs by approximately 20% and delays their rehabilitation. Since the bulk of removable I&I is in the private lateral, this means that it will take longer for the I&I program to produce results when compared to Option 1.

The cost share options evaluated range from 25% to 50%. The financial burdens placed upon property owners thus range from $2,500 to $5,000 for this option, substantially improving affordability when compared to Option 2. With the reduced burden, the City could offer 2- or 3-year repayment programs to property owners that have affordable monthly payments. Alternately, the City could offer a 5-year repayment program with much lower monthly payments to make program participation more attractive.

The City expects this option to have higher voluntary participation rates than Option 2 (with these rates generally decreasing as the cost share increases), but still expects punitive measures, such as code enforcement proceedings or escalating sewer rate surcharges, will need to be implemented to attain a high enough participation rate for the program to be effective. The impact on public opinion should be lower than Option 2, due both to lower rates of code enforcement and/or punitive surcharges and the lower “sticker shock” of the property owner cost share.

City staff expect this option to have moderate voluntary participation rates. Property owners will still have similar concerns to those presented in Option 2, though the lower property owner cost will somewhat alleviate the financial concerns for some owners. Final participation rates similar to Option 1 are possible but will require City staff to take aggressive measures likely to produce public backlash. If these measures are not taken, then the program will be much less effective. A 25% reduction in participation rate results in removing 12% less peak I&I; a 50% reduction reduces efficacy by 23%. Meeting the WES and Oregon City I&I removal goals are not possible without a high participation rate.

Moderate voluntary participation rates will also require the City to separate rehabilitation of the public infrastructure and private laterals. As with Option 2, contacting property owners asking for rights of entry and funding agreements prior to knowing who will need work done is inadvisable and likely to generate significant backlash. This is unlike Option 1, where contacting property owners for permission to perform the work is not likely to generate much backlash. It is necessary to delay property owner contact until construction, when a list of properties needing lateral rehabilitation is available. A high participation rate is necessary for a successful program, so significant effort (possibly including code enforcement) will be needed. This process will take too long for the public improvements project, so a separate contract will need to be generated for the private laterals once all property owner negotiations are complete.

City staff believe that a larger share of property owners will choose to pay for the improvements as a lump sum, but the majority of owners will still choose an installment plan. Installments ease the burden on property owners but require the City to pay for improvements with sewer funds that are repaid by the installment plan. Even with shorter installment plans than Option 2, this option will not produce substantial budgetary gains until somewhere between years 6 to 8 (with lower cost shares generally taking longer to see budget increases). For the first 5 to 7 years, the additional property owner funding is outweighed by the increased cost to rehabilitate the private laterals separate from the public improvements. Long term, the program budget increases enough to overcome the reduced efficiency and actually increase how much peak I&I is removed.

This program option has a five-year combined City and WES budget between $31.6 and $32.4 million and a 10-year budget between $43.1 and $47.6 million. This program is estimated to remove approximately 1.6 MGD of peak I&I flow during the first five years, with a total 10-year removal between 2.2 and 2.4 MGD.

### *Comparing Private Lateral Program Options*

Table 2 summarizes the relative pros and cons of the three different private lateral policies. With the exception of long-term budget and equity, Option 1 out-performs Options 2 and 3. All programs are WES-reimbursable as described; ensuring reimbursement is a unique consideration when comparing Oregon City to other jurisdictions that have implemented a private lateral rehabilitation program. If property-owner implemented lateral repairs were reimbursable, that type of partially or fully property-owner funded program would likely be more competitive with the City-funded program. There is a certain premium public agencies pay relative to private entities for construction work – between prevailing wage requirements and insurance and bond requirements, agencies pay more for the same work than private entities (albeit with greater quality control, contract protections, and warranties).

Most programs from other jurisdictions that were reviewed are like proposed program option 1. St. Helens and McMinnville implemented programs dissimilar to any programs proposed. Programs similar to St. Helens and McMinnville's were initially reviewed but were abandoned when it was determined those types of programs are not eligible for WES reimbursement. Maintaining reimbursement eligibility is a unique Oregon City consideration and rules out the lower effort and cost-effective property owner funded or cost share programs.

| | Option 1: City Funded | Option 2: Property Owner Funded | Option 3: Cost Sharing |
|---|---|---|---|
| Resident Cost | None | $$ | $ |
| Project Cost | $ | $$ | $$ |
| Near Term Program Budget | $$$ | $$ | $ |
| Long Term Program Budget | $ | $$$ | $$ |
| Equitable Approach | | | ✓ |
| Construction Efficiencies | ✓ | X | X |
| Project Administration Effort | ✓ | X | X |
| Enforcement of Property Owner Required Contribution or Replacement | ✓ | X | X |
| Lateral Cost Qualifies for WES Reimbursement | ✓ | ✓ | ✓ |

*Table 2: Comparing Private Lateral Policy Options*

A major weakness of Options 2 and 3 are substantial staff administrative effort. A uniform fee would require the least intensive administrative effort, which still includes purchasing a new finance module and likely includes consultant management of the new fee and repayment plan. Any fee that is more site specific would require additional modules and consultants to track individual repayment plans. By contrast, Option 1 can operate without any additional modules or consultants.

The construction inefficiencies inherent in Options 2 and 3 have monetary and timeline impacts. Wallis staff have asserted that a cost savings of approximately 20% should be expected when performing the private improvements at the same time as the public improvements. Lead times will also be substantial for both options (though lead times are likely to increase as the required private contribution increases), since it will take considerable time and staff effort to reach acceptable levels of compliance. The City will thus pay a premium to collect property owner contributions and will also extend the duration of construction disruptions in the area. Enforcement efforts will be necessary to attain acceptable participation rates under policy options 2 and 3, which both produce negative public interactions and opinion and further delay rehabilitation of the lateral.

Option 3 does the best job of reflecting the shared responsibility of the City and property owners to maintain a sewer collection system that effectively excludes I&I from the pipes. A substantial portion of Oregon City's I&I is entering through infrastructure it does not own or maintain, and cooperation between the City and property owners is necessary to prevent future expenses that will be borne by everyone. The cost share reflects the shared responsibility and makes it clear that both parties are receiving a real benefit.

However, the shared benefit is heavily weighted in the City's favor. The new or rehabilitated sewer lateral does not add much value to most properties, and mostly solves the City's problem. A leaky lateral still functions and doesn't prevent the sale of the property, so the only real benefit to the property owner is an early lateral replacement (assuming replacement is recommended) and a lower WES sewer bill (due to costly upgrades not being built and billed to customers). The lower sewer bill is a City-wide benefit; most of the benefits specific to the property owner are marginal and minor, while the City is receiving a substantial benefit. As such, an "equitable" cost share is likely even lower than the portions considered by Option 3.

Table 3 compiles the cost and removal data presented in the option summaries, as well as the length of sewer main rehabilitated during these periods.

| | **Option 1: City Funded** | **Option 2: Property Owner Funded** | **Option 3: Cost Sharing** |
|---|---|---|---|
| 5-Year Program Budget | 31.1 million | 32.7 million | 31.6 - 32.4 million |
| 5-Year I&I Removal | 1.7 MGD | 1.6 MGD | 1.6 MGD |
| 5-Year Mainline Rehab Length | 67,000 LF | 66,000 LF | 64,000 - 65,000 LF |
| 10-Year Program Budget | 39.1 million | 53.6 million | 43.1 - 47.6 million |
| 10-Year I&I Removal | 2.1 MGD | 2.7 MGD | 2.2 - 2.4 MGD |
| 10-Year Mainline Rehab Length | 84,000 LF | 108,000 LF | 87,000 - 96,000 LF |

*Table 3: Cost and Performance Measures by Option*

Table 3 shows that the modest budget increase during the first five years is offset by the higher lateral rehabilitation cost of delaying the lateral work. This results both in less I&I removal and fewer feet of mains addressed (and by extension, fewer laterals rehabilitated). At the 10-year mark, the increased budget does correspond to more mainline rehabilitation and I&I removal. The data presented indicates that it takes some time for the increased program budgets of Options 2 and 3 to produce measurable improvements to the City Funded Option 1.

One additional weakness of Option 2 is property owners deciding not to participate in the City program, instead choosing to perform the required rehabilitation themselves. Option 3 has this risk too, though it is mediated by the fact that property owners would be giving up any City match funds by choosing to perform the repairs themselves. Any repairs not performed by the City are not eligible for reimbursement; if a substantial portion of property owners decide that performing the repairs themselves is a better option than the City program, the City will lose significant WES funds. To prevent this, participation in the City-run program must be mandatory. This will produce considerable backlash, as it will remove any staff discretion to permit a small number of properties to opt out. If the City adopts Option 2 or a version of Option 3 requiring a considerable property owner cost share, it must be prepared to either forfeit considerable WES funds or force property owners (using the code enforcement process) to participate in the program.

## Recommended Private Lateral Policy

City and Wallis staff recommend Option 1. While the private budgetary contributions in Options 2 and 3 do increase the overall program budget, the benefits of these contributions are muted both by high anticipated utilization of installment plans and increased cost to rehabilitate laterals. Integrating private funds into the I&I program also increases administrative burdens and slows repairs of private laterals. Finally, voluntary compliance with the program is only likely for Option 1. Code compliance enforcement or punitive surcharges will be necessary to attain high compliance if property owners need to shoulder some or all of the lateral replacement cost.

In general, City and Wallis staff believe that requiring the property owners to fund replacement of their laterals to solve a City problem will lead to negative public opinion. Most laterals the private lateral program addresses are functional from the resident's point of view: toilets still flush and homes still sell. There is some value to the property owner in having a new sewer lateral, but the vast majority of the benefits of replacing a leaky sewer lateral are realized by the City. Other jurisdictions have come to the same conclusion, deciding that the public good of the lateral replacement substantially outweighs the cost. A program is being recommended specifically because it is the most cost-effective method for the City to reduce I&I, so the City is receiving a substantial benefit while property owners are receiving a mostly marginal benefit.