CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
AGENDA

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

EXECUTIVE SESSION OF THE CITY COMMISSION:

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

- Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

• Attend in person, location listed above

• Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)

• 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

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Black History Month Proclamation

4. CITIZEN COMMENTS

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

5. PRESENTATIONS

5a. Natural Resources Committee Activities in Calendar Year 2022

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

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

7a. Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement for the period, July 1, 2022 – June 30, 2025

7b. Public Works Water Division Property Acquisition Proposal

7c. Minutes of the July 12, 2022 City Commission Work Session with PRAC

7d. Minutes of the July 12, 2022 City Commission Work Session

7e. Minutes of the October 17, 2022 City Commission Special Meeting

7f. Minutes of the December 13, 2022 City Commission Special Meeting

7g. Parks and Cemetery Division Replacement Vehicle

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9a. Resolution No. 23-02, Calling for an Election on May 16, 2023 to Forward the Question of Authorizing the Dedication of a Portion of Park Place Park as a Street to the Electors of Oregon City

9b. Resolution No. 23-03, Calling for an Election on May 16, 2023 to Forward the Question of Approving the Borrowing of Funds by the Urban Renewal Agency to the Electors of Oregon City

9c. Presentation and Discussion of Potential Code Amendments to Previously Adopted Middle Housing Code (Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001-HB 2001 Housing Choice Code Update- Technical Revisions.)

9d. Presentation of the 2022-23 Street Tree Minor Code Amendment Project

9e. Metro Regional Transportation Plan Call for Projects Discussion

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

a. Mayoral Appointments to Boards and Committees

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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

PROCLAMATION

BLACK HISTORY MONTH 2023

Whereas, each February, National Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to the ongoing story of America; and

Whereas, beginning in 1976, every president of the United States has declared the month of February as "Black History Month;" and

Whereas, Black and African Americans have made innumerable contributions that have enriched America and indeed the lives of every American, and Black and African Americans have made and continue to make America a better place and Americans better people; and

Whereas, throughout the arc of history to the present day, Black and African Americans have experienced and endured the inhumanity of injustices and inequalities; and

Whereas, in the face of wounds and obstacles older than our Nation itself, Black and African Americans can be seen in every part of our society today, strengthening and uplifting all of America; and

Whereas, on June 9, 2020, the City Commission of the City of Oregon City individually signed Resolution 20-19, stating and outlining the City's stance against *racism, discrimination, and social injustice in our country and community;* and

Whereas, as we celebrate National Black History month, let us all recommit to ourselves to reach for that to which every American is due. Let us move forward the work to build an America that is benevolent, diverse, and united.

Now, Therefore, Be It Resolved that the City Commission of Oregon City calls upon educators, librarians, and all people of the City of Oregon City to observe this month with appropriate programs, ceremonies, and activities, and does hereby proclaim:

February 2023
as
Black History Month

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

In Witness Whereof, I have hereunto set my hand this 1st day of February 2023.

Denyse C. McGriff, Mayor

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 02/01/2022

From: Pete Walter, Planning Manager

SUBJECT:

Natural Resources Committee Activities in Calendar Year 2022

STAFF RECOMMENDATION:

Natural Resources Committee Chair will present the activities of the Natural Resources Committee in 2022.

EXECUTIVE SUMMARY:

In 2022 the Natural Resources Committee discussed a variety of topics, received several informative presentations, and provided recommendations on a variety of issues, including the OC240 Comprehensive Plan, and improvements to the city's street tree list, code and policies.

BACKGROUND:

- The committee met eleven times. All meetings were held virtually via Zoom.
- Nancy Broshot was elected Chair and Samantha Wolf was elected Vice Chair at the first meeting of the year.

Duties

The duties generally of the natural resources committee are to review the quality and condition of the ecological, geological, aesthetic and other natural resources of Oregon City and adjacent areas and assist the city in developing and implementing policies and plans to protect, restore and enhance these resources and the environmental quality of the city and adjacent areas. The natural resources committee, through staff, may recommend actions to the city commission, planning commission, and parks and recreation advisory committee. The committee is charged with assisting the city in carrying out the heritage tree program defined in the Oregon City Code. Other activities are defined by the committee's bylaws, which were adopted by the city commission by resolution (Resolution No. 04-29).

Membership

The NRC consists of seven members appointed for three-year terms with staggered terms for the initial board. At least two members are trained in arboriculture, landscape architecture or otherwise have an interest or demonstrated experience in tree care and urban forestry.

- In 2022, 5 positions of seven were filled for most of the year, and briefly had 6 filled seats, but is now back down to 4 members. Our thanks go out to former members Devon Pilney and Chris Weaver who served on the committee from 2020 to 2022.
- There are currently three vacancies on the committee and we encourage anyone who is interested in serving on the committee to apply on-line at https://onboard.orcity.org/apply/

2022 Presentations

- Xerces Society for Invertebrate Conservation
  - Bee City USA Program and Pollinator Gardens
  - Integrated Pest Management
- Street Tree Minor Code Amendment – Planning Staff
- Overview of the Natural Resources Overlay District Application Review Process

Discussion Topics

- At the beginning of 2022, the NRC responded to the City Commission's request for input on revisions to the city's street tree list.
  - In response to request from the City Commission, updated the list to address climate change as well as review the appropriateness of the species associated with each planter strip size.
  - NRC reviewed several drafts of revisions to the Street Tree List and Street Tree Planting Requirements for narrower planting strips
  - Input on the revisions to Street Tree Planting in Planter Strip Standard Drawing #530.
  - Provided Input on Street Tree Code Minor Amendment which is before the Commission tonight (2/1/2023)

- Discussion with Assistant City Attorney Carrie Richter about the scope of the advisory role of the Natural Resources Committee

- The NRC gave input on the OC2040 Comprehensive Plan Update draft goals and policies.

- The NRC recommended approval to the City Commission for several Heritage Tree Nominations
    - 326 Pearl St, Coast Redwood
    - 137 Warner Parrott Rd, Camperdown Elm
    - 536 Holmes Ln (Rose Farm), Pin Oak
    - 919 Rilance Ln, Pin Oak

    - Sadly, the NRC also had to recommend that the heritage tree designation for a Northern Red Oak at 412 Logus Street be removed, due to the tree's failure following a storm event and hazardous condition.

- NRC provided vaulable input and feedback to Planning staff to assist with the Emerald Ash Borer public awareness campaign website and flyer

- The NRC provided support for Mayor's Monarch Pledge and Bee City USA program

2023

In 2023 the NRC looks forward to the following items:

- Attracting new members

- Updating the NRC work plan with guidance from the City Commission

- Most recently, the NRC invited Public Works Director John Lewis to the January 11 meeting and following a great discussion with John, offered to provide support for the creation of an Urban Forester or City Arborist position within the Public Works Department. The NRC hopes that the City Commission will prioritize funding for this position, which will provide critical professional expertise on city staff to preserve and enhance the city's urban forestry goals.

- The NRC is also collaborating closely with city staff to plan and promote Arbor Day at the EOT on April 1st, 2023 and for a very special Dedication Ceremony for the Hiroshima Gingko Peace Tree which will be held at the EOT on April 29.

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 02/01/2023

From: Human Resources Director Patrick Foiles

SUBJECT:

Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement for the period, July 1, 2022 – June 30, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Commission ratify the proposed and tentatively agreed upon collective bargaining agreement between the City of Oregon City and Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) for the period of July 1, 2022 – June 30, 2025.

BACKGROUND:

The parties met eleven times since February 2022 and worked through a number of concepts within the collective bargaining agreement. In executive session, the City Commission provided staff direction including the objective to maintain competitive wages in total compensation and benefits as well as ensure affordability in future years and budgets. Following 150 days of face-to-face bargaining, the parties mutually agreed to move into mediation with a state identified mediator.

During the first session of mediation on December 19, 2022, the parties reached a tentative agreement.

AFSCME members voted to ratify the agreement on January 20, 2023.

Below is a summary of the key economic components of the negotiated agreement:

Three-year contract
July 1, 2022 – June 30, 2025

Wages
Effective July 1, 2022, salaries cost of living adjustment (COLA) of 4.5%
Effective July 1, 2023, salaries cost of living adjustment (COLA) of 3.0%
Effective July 1, 2024, salaries cost of living adjustment (COLA) of 3.0%

Deferred Compensation
Effective July 1, 2023, the city will contribute 1.0% of an employee's base wages to a deferred compensation (457b) plan.

Effective July 1, 2024, the city will increase the contribution from 1.0% to 2.0% (+1%) of base salary.

Holiday
Juneteenth – addition of one holiday

OPTIONS:

1. Move to ratify and authorize the City Manager to enter into the Collective Bargaining Agreement with Oregon City Employees Local 350-2, Council 75 AFSCME.
2. Move to deny authorization to enter into the Collective Bargaining Agreement with Oregon City Employees Local 350-2, Council 75 AFSCME.

BUDGET IMPACT:

Amount:	Approximately an additional $380,00, $330,000, $405,000
FY(s):	2022-23, 2023-24, 2024-25
Funding Source(s):	Multiple Funds

CITY OF OREGON CITY

and

CITY OF OREGON CITY EMPLOYEES LOCAL 350-2, COUNCIL 75 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

OREGON CITY

COLLECTIVE BARGAINING AGREEMENT

July1, 2022 - June 30, 2025

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ARTICLE 1 - AGREEMENT

This Agreement is entered into by and between the City of Oregon City, hereinafter referred to as the "City" and the City of Oregon City Employees Local 350-2 Council 75, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" for the purpose of setting forth the full Agreement between the parties concerning wages, hours, and conditions of employment for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City excluding supervisory and confidential employees, police department employees, volunteers including reserve police officers whether or not paid for some reserve officer related work, seasonal employees, temporary employees, part-time swimming pool office help, lifeguards and instructors.

2.2 The City shall inform the Union of all bargaining unit employees hired and separated from City service.

2.3 The City will provide written notice to the Union when new classifications which are not excluded from the bargaining unit are created. The City will also provide the classification description and the proposed salary range for new classifications. If the Union demands bargaining pursuant to ORS 243.698 the parties shall meet to negotiate wages and other mandatory subjects of bargaining related to the new classification. The bargaining process shall not delay hiring and filling the position. The City may proceed with hiring with the understanding that any wages and other terms and conditions subsequently agreed upon will be retroactive to the employee's date of hire.

ARTICLE 3 - EMPLOYEE RIGHTS/SECURITY

3.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union and there shall be no discrimination exercised against any employee covered by this Agreement because of Union membership or participation in Union activities. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

3.2 The Union agrees to provide the City with copies of the Oregon AFSCME Council 75 Union membership cards and payroll deduction authorization forms signed by bargaining unit members. The Union also agrees to notify the Human Resources Director if revocation of Union dues authorization has become effective. The City agrees to deduct monthly membership dues from the pay of Union members and voluntary payments from non-Union members who have authorized such deductions in writing on forms provided by the Union. Uniform amounts to be deducted shall be certified to the City by the Union Treasurer and shall be remitted to the Union Treasurer no later than the 15th day of the following month. Employees are subject to the terms of their Union membership.

3.3 The Union agrees to indemnify, defend and hold the City harmless against any claims made and against any legal actions instituted against the City as a result of the City's compliance with Section 3.2 above. The duty to indemnify includes necessary costs expended by the City in defense of such claims. The parties shall cooperate in the correction of dues and payroll errors.

3.4 The City will notify the Union of new employees hired into bargaining unit positions. As part of the City orientation process for new employees at Human Resources, each new employee will be informed that the current labor agreement is posted on the City's website and will be provided with any materials submitted as a "packet" by the Union for delivery to new members. A Union representative employed within the same department or building/work location as a new hire will be afforded thirty minutes at a mutually agreed upon time to meet without loss of pay to either employee.

3.5 The City will identify or make available adequate space not accessible to the public where the Union may post notices and information of Union/employee concern. Each posted item shall be dated and initialed by the Union officer or steward approving the posting.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 It is recognized that an area of responsibility must be reserved to the City if it is to effectively serve the public except and to the extent expressly abridged by specific provisions of this Agreement. It is recognized that the responsibilities of management are exclusive functions to be exercised by the City and not subject to negotiation. These customary and exclusive functions include but are not limited to:

a. The determination of the services to be rendered to the citizens served by the City;

b. The determination of the City's financial, budgetary, accounting and organizational policies and procedures;

c. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with the terms of this Agreement.

d. Management and direction of the work force including, but not limited to, the right to determine the methods, processes and a manner of performing work; the right to create, delete, consolidate and determine the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to subcontract work subject to Article 33; the right to abolish positions or reorganize a department or division; the right to determine schedules of work; the right to approve employee vacations; the right to purchase, dispose and assign equipment or supplies; and any other customary functions of management not specifically referred to in this Agreement.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Regular Workweeks. The workweek shall be determined by the City based on the needs of the City and its ability to provide effective services to the public. A full-time employee's regular workweek shall consist of:

a. Forty (40) hours consisting of five (5) consecutive eight (8) hour days work followed by two consecutive days off work;

b. Forty (40) hours consisting of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off;

c. A 9-80 two-week work schedule consisting of four (4) consecutive nine (9) hour days and one (1) eight (8) hour day with two (2) consecutive days off during the first week, followed by four (4) nine (9) hour days with three (3) consecutive days off during the second week; or

d. A flexible work schedule of forty (40) hours per week entered into between the City and an employee under the terms of a "Flex Time Agreement" (hereinafter "FTA") as set forth in Appendix C of this Agreement.

In cases where the employee and a supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek. Flexible time arrangements and approval shall be determined on a case-by-case basis, may be approved or not in the City's discretion, and shall not be regarded as precedent setting.

The City may require an FTA as an essential job function and/or term and condition of employment specified in the position description and/or classification description which may be required regardless of voluntariness for any employee who promotes into or accepts employment when the FTA requirement is specified as such.

5.2 **Time Sheets.** The regular workweek for employees working 5-8, 4-10 or flex schedules shall commence at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. The regular workweek for employees working 9-80 schedules shall commence half-way through the employee's eight (8) hour workday.

5.3 The hours worked per pay period shall be reported accurately on electronic time sheets.

5.4 When an employee's timesheet entries need to be corrected by a supervisor, manager, department head or payroll administration employee, a record shall be documented showing the correction and providing the reason and a copy shall be provided to the employee. Employees who disagree with the correction should contact their Department Director or the Human Resources Department.

5.5 Starting and Quitting Times. Shifts of an employee's regular workweek shall have an established starting and quitting time, unless a FTA applies. This schedule, as determined by the Department Director or designee, shall be posted in the Department. The Department Director shall give employees forty-eight (48) hours' notice of any pre-scheduled deviation from the start time of the normal work schedule unless the change is required by emergency or unforeseen necessity. (This notice requirement does not apply to a call back, hold-over, unscheduled overtime or to employees working under a FTA.)

5.6 A Department Director or designee shall give employees in the department who work 5-8, 4-10 or 9-80 work schedules four (4) weeks' notice in any change in the normal ongoing work schedule adopted for the department or work group. The schedules of an employee who is working a flexible schedule can be changed as set forth in the FTA signed by that employee. This notice obligation does not apply to temporary changes in work schedules required by an emergency or unforeseen necessity.

5.7 **Break and Meal Periods.** All employees shall be granted a 15-minute rest period during each half shift worked, and a meal period of not less than one half (1/2) hour nor more than one hour. Rest periods shall be taken at approximately the middle of each 1/2 shift as scheduled by the Department Director; meal; periods shall be without pay and shall be scheduled at approximately the middle of the work shift by the Department Director; provided however that a meal period will be provided only when the work hours exceed four (4) on a workday. Exceptions may occur in emergency situations; and provided further that when a workday is less than six (6) hours the employee shall receive one rest period, and when a workday exceeds six (6) hours a second rest period shall be provided.

Employees who have a one-hour meal period may, with prior supervisory approval, reduce their fifteen (15) minutes rest periods by ten (10) minutes each (for a total of 20 minutes) and extend their unpaid one hour meal period for the purpose of engaging in wellness activities, such as attending physical fitness classes or related activities. Supervisors may rescind approval with notice to the employee.

5.8 Work schedules for employees covered by this Agreement who normally work fewer than forty (40) hours per week shall be determined at the discretion of the Department Director.

5.9 Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work.

5.10 In no case shall an employee be paid twice for the same hours worked.

5.11 This Agreement shall not preclude a Department Director and an employee from agreeing to an alternate work schedule or to flex time within a workweek on a non-recurring basis in order to advance City operational needs or for the convenience of the employee. Employees will not be permitted to work through their break or meal periods to shorten their workday. However, in the event an employee is directed to work through his/her meal period that meal period will be considered "time worked."

5.12 Overtime. Any work performed in excess of eight (8) hours in one day (when working a regular workweek of five eight-hour days) or ten (10) hours in one day (when working a regular workweek of four ten-hour days) or forty (40) hours in one workweek constitutes overtime and will be paid at one and one-half (1.5) times the employees' regular rate of pay. If an employee is assigned to work a 9-80 workweek, any work performed in excess of the employee's regularly scheduled eight (8) hour or nine (9) hour day will be compensated at the overtime rate of pay. Employees who are working flexible schedules pursuant to a Flex Time Agreement will be paid overtime for hours worked in excess of forty (40) hours in a workweek.

If the employee chooses to receive compensatory time instead of overtime pay, compensatory time will be allowed at the rate of one and one-half times the overtime hours worked. Employees may accrue up to one hundred twenty (120) hours of compensatory time as per Article 21. Compensatory time off shall be taken with the approval of the Department Director and reasonable advance notice of at least three (3) working days shall normally be provided.

5.13 Within the Public Works Department, a volunteer list of employees wishing to work overtime shall be established each July 1st and continue in effect for the Fiscal Year. By placing one's name on this list, the employee agrees to accept calls from the City and accept overtime work assignments when offered. The employee also agrees to notify his/her supervisor of periods of unavailability.

When an employee on the volunteer list declines to work overtime on two occasions or otherwise fails to comply with the rules set forth above, the City reserves the right to remove their name from the list. The City retains the right to assign overtime based upon job skills but as much as possible shall attempt to rotate overtime assignments based upon names on the overtime list. If a sufficient overtime work force cannot be obtained from the volunteer list, the City retains the right to assign overtime.

5.14 Cemetery employees working a normal schedule of Monday through Friday who are required to work on Saturday shall receive a minimum of four (4) hours pay at one and one half the employees regular pay rate, unless such work is performed subject to a flexible time arrangement.

5.15 Whenever a Pioneer Center van driver is required to work on a Saturday or Sunday, the employee shall receive a minimum of four (4) hours of pay at one and one half (1.5) the employee's regular pay rate, unless such work is performed subject to a FTA.

5.16 Public Works employees who are required to work scheduled overtime that is not contiguous with their prior or successive work shift shall receive a minimum of two (2) hours of pay at one and one half (1.5) of their regular pay rate, unless such work is performed subject to a FTA.

ARTICLE 6 - COMPENSATION

6.1 Effective July 1, 2022, the rates and ranges of employees covered by this Agreement shall be increased by four and one-half percent (4.5%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and titled as Appendix A Wage Rates.

Effective July 1, 2023, the rates and ranges of employees covered by this Agreement shall be increased by three percent (3%).

Effective July 1, 2024, the rates and ranges of employees covered by this Agreement shall be increased by three percent (3%).

The City reserves the right to place newly hired employees on higher salary steps as deemed necessary to attract skilled and experienced employees.

ARTICLE 7 - PERSONNEL RECORDS

7.1 The Human Resource Department shall maintain the official personnel file on each bargaining unit employee. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall be placed in the employee's personnel file. All records and documentation which reflect information concerning an employee's compensation, position and promotion or promotion eligibility, and/or the character of job performance, including and not limited to personnel action forms, performance evaluations, correspondence concerning employment, corrective measures and any agreement related to employment, shall be forwarded to and maintained by Human Resources Department in the employee's personnel file. *(Personnel files* *are maintained on probationary employees too; performance evaluations and disciplinary action is "information" that should be included in the personnel file, even if the employee does not feel all the statements in evaluations or disciplinary notices are "accurate".)*

7.2 A copy of any written items being placed in an employee's personnel file shall be furnished to the employee, upon request.

7.3 Any employee or Union representative with written permission of the employee, shall have the right to inspect their personnel file and request copies of items in the file. The employee or representative shall be responsible for the cost of such copies at the City's standard charge. Neither the file nor items in the file may be removed from the Human Resource Department.

7.4 Written reprimands and any response written by the employee shall be removed from the employee's personnel file after three (3) years from the date of issuance of the written reprimand upon request by the employee, provided there is no subsequent written reprimand(s) or disciplinary action of the same or similar nature issued during the intervening period of time. Requests for removal must be made to the Human Resources Department. Written reprimands that have been removed from an employee's personnel file will not be used against an employee for the purpose of progressive discipline, but may be used by the City to show compliance with legal obligations, as well as to establish consistency, lack of discrimination, notice of policy or standards, existence of mitigating or aggravating circumstances and defend against legal claims.

ARTICLE 8 - EMPLOYEE EVALUATION

8.1 Both parties to this Agreement recognize that the process for employee performance evaluation is outlined in Policy number 610 of the Personnel Policy Manual of the City. This policy is subject to revision by the City. As part of the City's personnel management system each employee shall be evaluated at least once a year.

8.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a permanent part of the employee's personnel file.

8.3 Employee performance evaluations shall be prepared by a management employee within the employee's department. An employee may request a review of the evaluation by the Human

Resource Director and/or the City Manager.

8.4 Neither the evaluation process nor the content of employee evaluations is subject to the grievance process of this Agreement.

ARTICLE 9 - TRAVEL EXPENSES

In no event shall an employee be required to use their personal vehicle for City business in their regular day-to-day business. However, employees traveling out of the City for training, conferences or other business may be required to use their personal vehicle. In such cases, the employee shall be reimbursed as per City policy.

ARTICLE 10 - ANNIVERSARY DATE AND STEP INCREASES

10.1 Step Increases. Salary step increases are provided on the anniversary date of the employee at intervals of continuous employment in the employee's current job classification. These intervals are 9 steps over 8 years to reflect the Classification/Compensation Study.

10.2 When an employee's date of appointment to a job classification falls between the 25^{th} of any month and the 10^{th} of the following month, the employee's anniversary date shall be the 25^{th} of the month when first appointed to the job classification. When an employee's date of appointment to a job classification is after the 10^{th} of any month, the employee's anniversary date shall be the 25^{th} of that month.

10.3 Reclassification and Promotion. After initial appointment to a job classification, an employee shall receive the entry level salary for the job classification, unless otherwise specified by the Human Resources Director, consistent with the employee's relevant skill, education and experience. An employee shall not lose pay when being promoted to a higher job classification. Employees who are promoted to a higher job classification as a result of a competitive process or reclassified to a higher job classification, including those who are transferred to a different department, shall be placed at the salary step for the higher job classification that is at least five percent (5%) higher than the rate they received before the reclassification, consistent with the employee's relevant skill, education and experience. A transferred employee shall be paid at the same rate received prior to transfer, absent some change in classification. Approval from the City Manager is required if a higher step in the range is requested by the Department Director.

If an employee is reclassified into a lower classification, the employee shall be placed at the nearest rate of pay that is higher than the rate received before the reclassification.

10.4 Both the City and Union recognize that the term "anniversary date" is used only to determine an employee's placement on the salary schedule, longevity pay and vacation accrual and, that the term is unrelated to employee's "seniority date."

10.5 On an employee's anniversary date, the parties agree that the City may advance an employee two steps instead of one. This decision shall be made by the City taking into account the employee's relevant skill, education and experience. The City shall provide the Union written notice when it applies this section. The decision will not be subject to grievance; however, the incumbent(s) in the impacted classification may seek review of their relevant skill, education, and experience to determine if they should be advanced similarly. The City's approval shall not be unreasonably denied.

ARTICLE 11 - SHIFT CHANGE NOTIFICATION

11.1 Whenever the City fails to give five (5) days' notice to a full-time employee of a temporary or emergency change in their normal work schedule, which would require the employee to work full shift different than that in which they normally work, the employee shall be paid an additional ten dollars ($10.00) for that shift. This pay shall not be confused with or paid in addition to call back pay as provided for in Article 35 of this Agreement.

11.2 If an employee who has reported to work; is subsequently sent home and is required to return to work at a later time to complete full shift, the employee shall be paid an additional twenty dollars ($20.00) for that shift.

11.3 For Emergency Shift Change Notification for emergencies such as disasters, local emergencies and weather response refer to Appendix B, Public Works Emergency Shift Change Notification (ESC).

11.4 This Article does not apply in the case of changes which are subject to a flex time arrangement under Article 5.1.d of the Agreement.

ARTICLE 12 - TOOL AND BOOT REIMBURSEMENT

12.1 Public works mechanics shall be eligible for reimbursement up to seven hundred dollars ($700) each fiscal year for tools used in the course of employment. In order to be eligible for the reimbursement, mechanics must submit the original receipt.

12.2 If mechanics' tools are stolen or are broken by individuals other than the mechanics, those tools will be replaced by the City with a like replacement. It is the responsibility of the mechanics to maintain a current inventory of all tools, with a copy of this inventory to be submitted to the Assistant Public Works Director. This inventory list will contain the trade name, serial number and brand of all tools. The Director will consult with the lead mechanic on any changes to the current inventory system or tool accountability procedure.

12.3 The City shall reimburse employees in the classifications listed below for reasonable and necessary repair and replacement of safety boots that the City determines comply with OAR 437-002-0134(10) (OrOSHA regulation regarding protective footwear) based on a case-by-case PPE assessment of the job classification. Reimbursement shall be for the actual cost of a reasonable safety boot replacement or repair as determined necessary by the Department Director. The City will reimburse employees in all listed classifications that require boots for safety, a boot allowance of $325 for any two consecutive fiscal years starting July 1, 2022, i.e., once every two years. However, employees who spend less than three hundred twenty-five dollars ($325) on boot replacement during that period will be reimbursed for any repair costs incurred and/or orthotics purchased during the rolling twenty-four (24) month time period up to the three hundred twenty-five dollar ($325) maximum. An original receipt must be presented to the City for reimbursement. The City may determine case by case to reimburse boot replacement costs more frequently or in greater amounts as deemed appropriate and necessary by the Department Director.

The classifications eligible for boot reimbursement are:

- Utilities Maintenance Specialist (I, II and III)
- Utility Customer Service Representative
- Utility Maintenance Team Leader
- Water Quality Coordinator
- Parks Maintenance Specialist (I, II, III)
- Mechanic
- Building and Facility Specialist
- Environmental Specialist
- Building and Construction Inspector

12.4 The City will continue to provide items of protective clothing and attire required by the City to be worn/used on duty, which the City shall replace as necessitated by ordinary wear and tear.

ARTICLE 13 - WATERWORKS CERTIFICATION

13.1 Water Division personnel who were employed before December 31, 2009 shall receive premium pay based on their Water Distribution Certification or Wastewater Collection Certification level as of December 31, 2009 as follows:

a. Water Works or Wastewater Certificate No. 1 to receive an additional 1% over their regular base pay on their regular monthly payroll check.

b. Water Works or Wastewater Certificate No. 2 to receive an additional 2% over their regular base pay on their regular monthly payroll check.

c. Water Works or Wastewater Certificate No. 3 to receive an additional 3% over their regular base pay on their regular monthly payroll check.

13.2 Water or Wastewater certification pay replaces all previous merit pay increases provided to Water Division or Wastewater employees.

13.3 Employees in certification process as of September 4, 2009 will receive this certification pay if the employee certifies by December 31, 2009. No new certifications will be compensated with certification pay after December 31, 2009.

13.4. Employees will continue to receive the current certification pay they were receiving as of December 31, 2009.

ARTICLE 14 - LONGEVITY PAY

14.1 Employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay with the pay period following completion of the required number of years.

14.2 **Continuous Service**. Continuous service shall be terminated by resignation, termination, retirement or other separation of employment as set forth in Article 34.5. If a separated employee is subsequently rehired, the prior period of employment will not count toward eligibility for longevity pay.

14.3 Amount of Payment. Eligible employees shall receive one (1%) percent of the base salary upon completion of five (5) years; two (2%) percent after 10 years; three (3%) percent after 15 years; four (4%) percent after 20 years; five (5%) percent after 25 years and six (6%) percent after 30 years and more continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and shall be incorporated with the regular paycheck.

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

15.1 Employees are eligible to receive out of class differential pay as described below.

a. Working out of classification is defined as occurring when an employee is assigned, for a minimum of a full work shift, to perform duties unique to a higher classification which constitute the higher duties of that higher job classification.

b. The City retains the right to determine when it is practical and efficient to assign employees to perform out of class work. Nothing in this Article shall be interpreted as a guarantee that an employee shall be assigned to work out of classification in the absence of another employee.

c. Employees assigned to work out of classification shall be compensated as follows: (1) For hours worked out of classification in bargaining unit classifications, at either five percent (5%) above the current base salary or at the step closest to but not less than that amount in the salary range of the higher classification, whichever is greater; (2) For hours worked out of classification in management classifications, at seven and on half percent (7.5%) above the current base salary or at the starting salary of the management salary range, whichever is greater. In no case may an employee working out of classification earn more in a payroll period than the monthly pay that would be earned if the employee were regularly appointed to work in the higher classification.

d. If an employee believes he/she has been working out of classification for a temporary assignment of three (3) or more workdays, the employee may make a written request for working out of classification pay to their supervisor. The supervisor is required to consult with the Human Resources Director after receiving such a request. If the employee does not receive an answer within ten (10) City business days of presenting their request to their supervisor, the employee may request that the Human Resources Director review the request. The request for Human Resources to review the request must be made within ten (10) City business days from when the supervisor responded to the request. The Human Resources Director will make a decision within ten (10) City business days of the employee's request for review. Should the Human Resources Director deny the employee's request, the employee may initiate a grievance at Step 3 of the grievance procedure by submitting the grievance to the City Manager within seven (7) City business days from the Human Resources Director's denial.

ARTICLE 16 - LEAVES OF ABSENCE

16.1 Leave of Absence Without Pay. An employee may be granted a leave of absence without pay not to exceed ninety (90) days by the City Manager. Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence or receive holiday pay for recognized holidays falling within their leaves and shall be required to reimburse the City for insurance premiums. The leave shall not prejudice the employee's seniority or other earned rights. Employees who are absent from work due to a medical condition and have exhausted OFLA/FMLA leave are encouraged to contact Human Resources regarding eligibility for extended leave of absence. The City will comply with its legal obligations under ADA and related laws to provide reasonable accommodations to employees.

16.2 Military Leave. Military leave shall be granted in accordance with federal and Oregon law.

16.3 Bereavement Leave. In the event of a death in the employee's immediate family an employee shall be granted up to three (3) days (not to exceed 24 hours) leave with pay. Immediate family shall include the employee's husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster child, domestic partner, any relative residing in the household, or any other familial relationship recognized by applicable law. Additional paid leave may be granted on an individual need basis and will be deducted from the employee's vacation, floating holiday bank, paid personal day or compensatory time. Bereavement leave must be approved by the Department Director or designee. Funeral participation time off will be granted when an employee participates in or attends funeral services for other than the immediate family. Such leave must be approved by the Department Director prior to the funeral services and may be charged to vacation or compensatory time or taken as unpaid time.

In addition, employees are entitled to utilize up to eighty (80) hours of sick leave for bereavement leave in accordance with the Oregon Family Leave Act (OFLA). For information regarding OFLA bereavement leave rights, employees should contact the Human Resources Department. Part-time employees covered by this Agreement who are not eligible for OFLA may utilize their sick leave based on prorated full-time (FTE).

16.4 Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness, they shall not suffer any loss in regular pay from such absence. However, they shall remit to the City any compensation or fees received for such duties except mileage, meals or parking reimbursement. Upon being excused from jury duty for a portion of any day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday.

16.5 Paid Personal Leave. Full-time employees shall be allowed eight (8) hours per fiscal year for personal and family matters, which cannot be scheduled outside of the regular workday. The leave must be taken in fifteen (15) minute increments. Personal leave shall not be considered "time worked" for overtime purposes and therefore shall not be computed in determining overtime eligibility. All other bargaining employees shall accrue personal leave on a pro-rated FTE basis. Employees will be frontloaded with personal leave under this section in the July pay period of any given fiscal year and the leave must be used no later than June 10 (or within the pay period in which June 10 falls) in the fiscal year in which it is given. Personal leave shall be used within the fiscal year given with no carry-over of hours into a new fiscal year.

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

16.7 Effect of Paid Family and Medical Leave Insurance (PFMLI) (ORS Chapter 659A): The parties further agree that within thirty days of final adoption of the PFMLI administrative rules that either party may reopen this Article to discuss implementation of PFMLI per ORS 243.698.

ARTICLE 17 - HOLIDAYS

17.1 All regular full-time employees are entitled to the following holidays with pay:

- New Year's Day – January 1st
- Martin Luther King, Jr. Day – 3rd Monday in January
- Floating Holiday in lieu of Lincoln's Birthday – February 12th
- Presidents Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving – 4th Friday in November
- Christmas Eve day – December 24th
- Christmas Day – December 25th

17.2 In addition, any day designated by the President of the United States and the Governor of Oregon as a legal holiday will be granted.

17.3 To be eligible for holiday pay, the employee must be on paid status the scheduled workday before and after the holiday unless the employee was not on paid status due to inclement weather OFLA/FMLA or other protected leave. In that event, such employees shall not lose holiday pay. When one of the above-mentioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. When one of the above-mentioned holidays falls on a Saturday, then the preceding Friday shall be observed.

17.4 The Library will observe the holiday on the actual calendar day of the holiday and the City-observed closure.

17.5 Floating holidays may accrue up to forty (40) hours.

17.6 Cemetery employees working on Memorial Day will receive this day as a floating holiday.

17.7 Holidays that occur when an employee is on vacation or on sick leave shall not be charged against the employee's vacation or sick leave.

17.8 Call Back on a Holiday. If an employee is called back to work on an actual holiday (in contrast with the day on which the holiday is observed), the employee will be paid at the overtime rate for all hours worked on the actual holiday and shall receive an additional eight (8) hour floating holiday to compensate for the inability to enjoy the actual holiday. A regular full-time employee may elect to receive compensatory time in lieu of overtime pay for all hours worked on the holiday with supervisor approval.

An employee required to be on-call for a period which includes a holiday shall be compensated in accordance with Article 35.1.

17.9 Employees scheduled or required to work on a holiday. If an employee not covered by the preceding and following Articles 17.8 and 17.10 is required to work on the date of an actual holiday (in contrast with the day the holiday is observed), the employee will be paid at the overtime rate for all hours worked on the actual holiday and shall receive an additional eight (8) hour floating holiday to compensate for the inability to enjoy the actual holiday. A regular full-time employee may elect to receive compensatory time of all hours worked on the holiday in lieu of receiving holiday overtime pay, with supervisory approval.

17.10 Part time employees whose regular scheduled workday falls on a holiday shall receive their regular pay. Part time employees whose regular day off falls on a holiday shall receive pro-rated floating holiday or pay at the employee's regular rate of pay, based on the FTE of the employee.

ARTICLE 18 – VACATION

18.1 Years of employment shall be years of continuous, unbroken service from the last date of hire. Employees on layoff or unpaid leave of absence shall not accrue vacation leave.

18.2 All full-time employees shall accrue vacation time at the rate described in the schedule below:

Years of Employment	Per month	Approx. Days/Year
0 through 3 years	8.15 hours	12
4 through 6 years	10.05 hours	15
7 through 9 years	11.44 hours	17
10 through 14 years	13.35 hours	20
15 through 19 years	14.73 hours	22
20 through 24 years	16.81 hours	25

25 years or more	20.11 hours	30

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

18.4 Vacation leave can be carried over from year to year. The maximum amount a full-time employee may accrue at any one time is 240 hours. Part-time employees may accrue a maximum of 240 hours roughly based on the employee's budgeted FTE. Example: a .5 FTE may accrue a maximum of 120 hours; a .8 FTE may accrue a maximum of 192 hours. An employee whose accrual is at the cap shall forfeit any further accrual under this Article until no longer at the cap.

18.5 Vacation leave shall be used in increments of at least one-quarter of an hour.

18.6 Employees shall be paid for any unused vacation time in the event of resignation, retirement, termination or other separation from employment.

18.7 Part-time employees shall accrue vacation leave on a pro-rated basis based upon the number of hours in their regular scheduled workweek.

ARTICLE 19 - SICK LEAVE

19.1 All regular full-time employees covered by this Agreement shall accrue sick leave at the rate of twelve (12) hours per month; part-time employees accrue sick leave at a prorated rate based on FTE. Sick leave will be charged in quarter hour (.25) increments while the employee is absent from work.

19.2 The parties recognize that the ability to attend work regularly and reliably is an essential job function and intentional abuse of sick leave is cause for termination.

19.3 Employees are entitled to use their sick leave for the following reasons:

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

b. When their presence is required to care for a member of their immediate family in accordance with OFLA (ORS Chapter 659A) and the Oregon Sick Leave Law (ORS 653.601-661).

c. Employees who become eligible for workers' compensation benefits and who are off work due to a compensable injury or occupational illness shall be allowed to use accrued sick leave to supplement the workers' compensation so as to receive their regular net pay for a period of up to six (6) months. In addition, employees shall continue to receive the City's contribution for health & welfare benefits as provided in Article 24.1 (A-C) for a period of up to six (6) months.

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

e. For any other allowable use as provided by OFLA and the Oregon Sick Leave Law.

Employees are encouraged to contact Human Resources Department for more information regarding the types of absences that sick leave can be used to cover.

19.4 The City may require medical certification in accordance with Oregon Sick Leave Law, OFLA, FMLA and the ADA. If the City suspects sick leave abuse, the City may require verifying medical or other documentation.

19.5 Accrued sick leave shall be applied to retirement or disability benefits through the Public Employee's Retirement System as outlined in ORS Chapter 237 and the Administrative Rules and Regulations of the Public Employees Retirement System for Tier 1 and Tier 2 members. Otherwise, sick leave accruals shall have no cash value.

19.6 Employees may elect to use their vacation, holiday and compensatory time accruals in lieu of using their paid sick leave for leaves qualifying under OFLA and the Oregon Sick Leave Law. Employees may not take unpaid leave for OFLA qualifying reasons, unless they have depleted all their paid leave banks. The City shall not be required to extend FMLA/OFLA leave beyond the protected period provided by law when the employee's circumstances preclude the employee from returning to work, except as a required reasonable accommodation under the ADA/ORS Chapter 659A.

19.7 For the purpose of this Article, "immediate family", is defined to include the employee's spouse; domestic partner; biological, adoptive, foster parent or step parent; biological, adoptive, foster or step-child; grandparent or grandchild, current parent-in-law, domestic partner's parent or child and a person with whom the employee was or is in a relationship of *in loco parentis* or a legal dependent for income tax purposes living in the employee's home, and any other legally recognized relationship under OFLA or Oregon Sick Leave Law.

19.8 The Human Resources Department will administer the City's Paid Leave Donation Program in accordance with City policy for the benefit of eligible employees.

ARTICLE 20 - SALARY CONTINUATION INSURANCE PLAN

20.1 The City shall provide a disability (salary continuation) insurance policy for all employees covered by this Agreement. This policy shall provide employees who are determined to be eligible for benefits by the insurance carrier an income equal to two-thirds (2/3rds) of this employee's pre-disability earnings less deductible income in accordance with the City's insurance policy, up to six thousand dollars ($6,000) per month starting one hundred eighty (180) days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Premiums for this coverage shall be paid by the City. In the event the insurance carrier determines that an employee is eligible for benefits, the City shall pay the employee two-thirds (2/3rds) of the employee's pre-disability earnings less deductible income in accordance with the City's insurance policy for the period starting ninety (90) days and ending one hundred eighty (180) days after the date the disability was incurred. Part-time employees covered by the Agreement shall receive prorated payments on a full-time equivalent FTE basis.

20.2 It is understood that the City's only obligation is to pay for premiums on this insurance policy. No claims shall be made against the City as a result of denial of coverage or benefits by the insurance company. The City's obligation is limited to payment of two-thirds (2/3rds) of the employee's pre-disability earnings less deductible income for the ninety (90) to one hundred eighty (180) day period as specified above.

ARTICLE 21 - DEFERRED COMPENSATION AND HRA VEBA

21.1 The City shall make available to all employees one or more deferred compensation plans. The City currently offers IRC Section 457 plans through VOYA, ICMA-RC, Nationwide and Clackamas Community Credit Union and may, in the City's discretion adopt/offer an IRC section

401 plan.

Effective July 1, 2023, the City will contribute one percent (1%) of base pay per pay period for each employee into a deferred compensation plan set up and administered by the City for the benefit of bargaining unit members. Effective July 1, 2024, the City will contribute an additional one percent (1%) for a total of two percent (2%) of base pay per pay period for each employee.

21.2 The City shall make available an HRA VEBA program to fund unreimbursed current or future medical expenses. The City agrees to contribute fifty dollars ($50) per full-time employee per month and a prorated amount for part-time employees based on FTE.

21.3 No employee may accrue more than one hundred twenty (120) hours of compensatory time off. Effective at the close of the November payroll period each year, every employee's compensatory time balance shall be reduced to sixty (60) hours if then in excess of that amount, and the value of the compensatory time in excess of sixty (60) hours shall be paid by the City into the HRA VEBA.

ARTICLE 22 - EDUCATIONAL OPPORTUNITIES

22.1 The City shall provide an employee's tuition for courses related to the employee's work, provided that:

a. The course is approved in advance by the Department Director and the City Manager.

b. The employee receives a grade of "C" or better or a "pass" grade if the class is graded on a "Pass-Fail" basis and provide acceptable verification.

c. The employee is not receiving reimbursement for tuition from other sources.

d. Funds have been budgeted.

e. Reimbursement shall be conditional upon the employee remaining in the City employment for a period of two (2) years from completion of the course as set forth in Article 22.5 below.

22.2 If the City pays for any textbooks and publications for such courses, the textbooks and publications shall become the property of the City.

22.3 Courses that are offered only during regular working hours must be approved by the

Department Director or City Manager or designee.

22.4 The City shall reimburse travel expenses to and from the location of a course only if the course is on an assignment basis and approved by the Department Director and City Manager.

22.5 Employees who resign or retire before completion of the two (2) year period specified in Article 22.1 will be responsible for repaying the tuition reimbursement paid by the City on a prorated basis, with each month of service following the completion of the course reducing the amount of repayment owed by one twenty-fourth. Repayment will be recouped through payroll deduction. In the even there is insufficient funds to secure reimbursement, the employee must pay the City the differential directly. If an employee leaves employment due to an unforeseen circumstance, the employee shall not be held liable for reimbursement to the City.

ARTICLE 23 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

23.1 The City agrees to participate in the Oregon Public Employees Retirement System (PERS) and in the Oregon Public Service Retirement Plan (OPSRP) to pay the City's amount required into each employee's PERS account. The City shall pay the six percent (6%) employee contribution to the Public Employees Retirement Fund/Individual Account Program and to the Oregon Public Service Retirement Plan (OPSRP/IAP) for the employees covered by this Agreement. Such "pick up" or payment of employee member's monthly contributions to the system shall continue for the life of this Agreement.

23.2 It is expressly understood that the provisions of Article 30 (Savings Clause) shall apply in the event any or all provisions of this Article are determined to be unlawful by an Oregon Court having jurisdiction in this matter.

23.3 In the event that during the life of this Agreement, it becomes impossible for reasons of law, regulation or decisions for the City to pay the six percent (6%) employee contribution to PERS/OPSRP, the City and the Union agree to re-open this paragraph to negotiation the impact of such action. It is the intent of the parties that negotiations will address the loss of the six percent (6%) employee contribution in a legally permissible manner.

ARTICLE 24 - EMPLOYEE INSURANCE BENEFITS

24.1 The City agrees to provide medical, hospitalization, dental, and optical insurance programs for employees covered by this Agreement and their eligible dependents. In the event that the City should desire to change to different insurance plans or insurance carriers for any of the provided insurance programs, the City and the Union shall jointly meet and review the coverage proposed by the new carrier(s).

24.2 Outside consultants may be utilized to aid in analyzing new proposals for insurance coverage. In the event the City changes carriers the new carriers shall provide coverage equal to or better than the coverage provided to maintain two health insurance carriers one of which shall be Kaiser Foundation. In the event a married couple is employed by the City, the City or the Union may request a meeting to discuss a mutually agreeable alternative to dual coverage. Coverage shall be maintained at the equivalent level in effect upon execution of this Agreement.

a. Full-time employees (.8 FTE or greater) on the Kaiser medical plan shall pay ten percent (10%) of the monthly premium. Employees on the MODA medical plan shall pay a percentage of the monthly premium based on their family status. The percentage of the monthly premium to be paid is as follows:

   1. An employee with a single person family status shall pay six percent (6%) of the monthly premium.
   2. An employee with a 2-person family status shall pay eight percent (8%) of the monthly premium; and
   3. An employee with a family status shall pay 10 percent (10%) of the monthly premium.

b. Upon retirement at or after PERS retirement age, the City shall provide the option to each employee and family member to continue the same medical coverage provided to the employees of the City as a retiree benefit. Eligibility of each individual retiree plan participant shall be and is lost upon attaining age of 65 or Medicare eligibility for any reason if earlier. This benefit is limited to the extent guaranteed by ORS 243.303 and is subject to the limitations of the insurance plan(s) and law. The City will pay one-half (1/2) of the insurance premium or one hundred dollars ($100) per month, whichever is less, for the retiree only if the employee has retired based on PERS age and years of service criteria.

Employees employed as of June 1, 2016 and without a break in service through the retirement date will continue to be eligible for a Medicare Plan B supplement reimbursement of premium up to $100 per month between the date of Medicare enrollment and attaining age 65.

c. Employees who elect to enroll in MODA medical coverage must comply with MODA plan terms and conditions which require the enrollment of all eligible dependents; those employees who elect to enroll for Kaiser plan medical coverage may choose to whether or not to enroll dependents under Kaiser benefit plan coverage.

24.3 The City agrees to provide all full-time employees covered by this Agreement with group term life insurance in the amount of twenty-five thousand dollars ($25,000) for employees and two thousand dollars ($2,000) for each dependent. Premiums for this coverage shall be paid by the City. Employees will be provided the option to enroll in supplemental life insurance for employees and their dependents.

24.4 All employees covered under this Agreement shall be covered by all provisions of the Oregon Unemployment Insurance Act and premiums for this coverage shall be paid by the City.

24.5 It is understood that the City's only obligation is to purchase and pay its share of premiums on the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

24.6 The City agrees to contribute a pro-rated share of the monthly premium for each part-time employee covered by this Agreement who chooses to be covered by the City's health insurance as specified in 24.1 as follows: 0.5 – 0.65 FTE City pays fifty percent (50%) of premium and employee is responsible for fifty percent (50%) of premium. For 0.66 – 0.79 FTE the City will pay seventy-five percent (75%) of premium and the employee is responsible for twenty-five percent (25%) of premium.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

25.1 Disciplinary action may include the following actions:

a. verbal reprimand documented in writing
b. written reprimand
c. suspension with or without pay
d. demotion
e. discharge

The disciplinary process for regular (non-probationary) employees shall normally be progressive in nature. However, discipline may be initiated at any step and the City may skip steps depending on the seriousness of the conduct, prior disciplinary action and other factors, consistent with just cause.

25.2 The City shall not impose discipline against an employee who has completed their initial probationary period without just cause and due process whenever required (e.g., economic discipline). Additionally, the City may place an employee on paid administrative leave pending an investigation and due process obligations as it determines appropriate. Paid administrative leave shall not be considered discipline. A written reprimand or higher may be subject to the grievance procedure. Upon the employee's request, a verbal reprimand documented in writing shall be removed from the employee's personnel file after two years from issuance.

25.3 If a supervisor or manager has reason to discipline an employee, they shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

25.4 Employees shall be afforded the right to request the presence of a Union representative at a disciplinary or investigatory interview or other meeting which the employee reasonably believes may lead to discipline of the employee, and at a meeting to announce and deliver discipline to an employee if and whenever the supervisor intends to enter into conversation with the employee. The Union representative's role and attendance unless otherwise agreed case by case is as described in Oregon ERB law; the meeting/interview shall not be delayed unreasonably in order that a particular Union representative may attend where another Union representative or officer or shop steward of the Local can be identified and is available to attend without loss of pay.

25.5 Grievances which challenge discharge may be initiated by the Union at Step 3 of the grievance procedure by the employee or Union representative filing the grievance directly with the City Manager.

ARTICLE 26 - LAYOFF

26.1 Layoffs. The City will determine the classification(s) to be reduced, as well as the staffing level (full-time and part-time positions) to be reduced. Layoffs within each affected job classification shall be made in the following order: any temporary or seasonal non-bargaining unit employees in the affected job classification will be laid off first, followed by probationary employees in that job classification. If the layoff of any temporary, seasonal and/or probationary employees does not meet the City's reduction in force needs, regular part-time employees in the classification affected will be laid off next in inverse order of bargaining unit seniority. If the layoff of regular part-time employees does not meet the City's needs, then regular full-time employees in the classification affected will be laid off in inverse order of bargaining unit seniority. Seniority shall be defined as set forth in Article 34.4. If the City determines the need for a reduction in the work force, notice of not less than four (4) weeks shall be provided to the Union and the bargaining unit employees to be laid off. This notice requirement does not apply to employees who are laid off as a result of bumping by other employees. Employees who receive notice of layoff shall have the right to accept the layoff or exercise their bumping rights in accordance with Article 26.2, below.

26.2 Bumping. An employee who is laid off from a position in the Office Specialist/Administrative Assistant or Utility Maintenance/Team Leader series may "bump" another employee with less seniority in a lower classification in the same classification series (i.e. Office Specialist/Administrative Assistant series, Utility Maintenance Specialist/Team Leader series) as listed in Appendix A Salary Schedule. An employee who is laid off from another position (i.e. a position that is not in the Office Specialist/Administrative Assistant series or Utility Maintenance Specialist/Team Leader series) may bump an employee in a lower classification, if they are qualified to perform all of the duties of that position and the employee subject to being bumped has less bargaining unit seniority. However, only employees in the Office Specialist/Administrative Assistant series can bump across departmental lines. Employees who are notified of layoff or being bumped must notify Human Resources that they wish to exercise bumping rights in writing within seven (7) calendar days of receipt of the layoff notice. Employees who bump into other positions as outlined above will be paid at the rate of pay for the position they bump into. They will also be placed at the same salary step they were in when the bumping occurred and will be required to serve one year in that position before moving to the next step of the Salary Schedule.

The City Manager may make an exception to the order of layoff when the retention of an employee with needed qualifications, skills or performance abilities is necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. In no event may a non-bargaining unit employee bump a bargaining unit employee or bump and cause the downgrade of a bargaining unit employee without the mutual agreement of the Union.

26.3 Recall. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months from date of layoffs. An employee who is laid off from a position in the Office Specialist/Administrative Assistant or Utility Maintenance/Team Leader series shall have recall rights to their former position or to a lower position in their classification series. Employees who are laid off from other positions shall also have recall rights to their former position. Recall shall be in inverse order of layoff. In the event two (2) or more employees have recall rights to the same position, priority shall be given to the employee with the most bargaining unit seniority.

An employee's layoff status shall be terminated and rights to recall shall be extinguished if the employee is not recalled to City employment within twenty-four (24) months following the layoff date.

26.4 Employees on a recall list are obligated to keep the City informed of their current personal email address, mailing address and telephone number. Notification of recall shall be by current personal email address and by U.S. First Class Regular mail to the last mailing address on file in the City's Human Resources records. Failure by an employee to reply to a recall notice within fourteen (14) calendar days from emailing the notice to the employee's personal email address, in the City's Human Resources records, shall result in loss of recall rights unless the employee contacts the Human Resources Director within thirty (30) days from the date of emailing of a recall notice and provides an explanation that demonstrates good cause for failure to respond. In such event, the employee's recall rights shall be reinstated for the remainder of the twenty-four (24) month recall period. If good cause for failure to respond is established, the employee shall further be entitled to the recall provided another laid-off employee has not already been recalled to the position or another employee has not already been offered the position.

26.5 No new employees shall be hired into classifications from which employees are in layoff status until the recall list is exhausted.

26.6 Employees who are recalled shall have their previously accrued seniority and accrual rates restored as well as unused sick leave restored, but shall not accrue any seniority or benefits while on layoff.

26.7 When an employee is placed on layoff status the employee shall be eligible under COBRA to continue medical and dental health insurance benefits at the employee's expense. Employees shall make insurance premium payments to the City as provided for under Administrative Policies of the City and/or as required by the insurance provider as a condition for continuation of such insurance.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 For the purpose of this Agreement a grievance is defined as a dispute regarding an alleged violation of this Agreement.

In the effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure. Before filing a Step 1 grievance, the Union will attempt to resolve the issue informally with the City.

27.2 The term "days," as used in this Article shall mean normal City business days, Monday through Friday, excluding recognized holidays.

27.3 The written grievance must include:

a. The name and position of the employee(s) on whose behalf the grievance is brought;
b. The date of the alleged violation of the Agreement or the date the employee or Union knew or should have known of the alleged violation, whichever occurs later;
c. A clear and concise statement of the relevant facts;
d. The specific provision(s) of the Agreement allegedly violated;
e. The remedy sought; and
f. Signature of the person submitting the grievance and date the grievance was submitted.

27.4 Timelines at any stage of the grievance procedure may be extended by mutual written agreement between the City and the Union.

27.5 Grievances will be filed at Step 1 of the grievance procedure with the following exceptions:

a. The City and the Union may mutually agree to filing at a higher step.
b. Grievances will be filed with the manager or supervisor who imposed the

discipline or committed the alleged violation. If that employee is the Department Director, the grievance will be filed at Step 2.

c. Grievances alleging violations of the working out of classification provision shall be filed at Step 3 in accordance with Article 15.1.d.

d. Verbal reprimands are not subject to the grievance process.

27.6 The Steps of the Grievance Procedure.

Step 1. The Immediate Supervisor or Manager.

Grievances submitted at Step 1 will be filed with the grievant's immediate supervisor within twenty (20) days of the alleged violation or the date the employee or Union knew or should have known of the alleged violation, whichever occurs later. There will be a mandatory meeting to formally discuss the grievance seven (7) days of submission of the grievance. Unless an exception is agreed upon by the Union and the City, the meeting will be attended by the grievant, a manager or supervisor designated by the City, and the steward and/or other Union representative. The grievant's supervisor, or another manager or supervisor designated by the City, will respond in writing to the grievant and Union representative within seven (7) days following the meeting. If the grievance is not resolved within seven (7) days following the written response, the grievance may be submitted to Step 2.

Step 2. The Department Director.

Grievances filed at Step 1 which are unresolved at Step 1 may be submitted by the grievant or Union representative to the Department Director or designee at Step 2. Step 2 grievances must be submitted in writing within seven (7) days following the Step 1 written response. The Department Director will respond in writing to the grievant and Union representative within ten (10) days of receipt.

Step 3. City Manager.

Grievances unresolved at Step 2 may be submitted by the grievant or Union representative to the City Manager. Step 3 grievances must be submitted within seven (7) days after the response is provided at Step 2. The City Manager will respond in writing to the grievant and Union representative within fifteen (15) days of receipt. The parties shall attempt to resolve the grievance during the seven (7) day period following receipt of the City Manager's response.

Step 4. Arbitration.

If the grievance is not resolved at Step 3, the Union may submit written notice of intent to arbitrate to the City Manager. The written notice of intent to arbitrate must be submitted within twenty (20) days following receipt of the City Manager's Step 3 response. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be jointly requested from the State Mediation and Conciliation Service. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator. The striking shall be conducted not later than seven (7) days after receipt of the list. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

27.7 No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

27.8 Expenses for the arbitrator's services shall be borne by the losing party. Each party shall be completely responsible for the cost of preparing, presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings it shall solely bear the cost of such records; provided however that if the other party requests a copy of the record, then the cost of the record for the parties and the Arbitrator including the reporter appearance fee, if any, shall be shared evenly.

27.9 In the case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which provides a remedy for more than ninety (90) days prior to the date when the grievance was first submitted.

27.10 Any or all time limits specified in the grievance process may be waived by the mutual written consent of both parties. In the event that the Department Director or the City Manager should, for legitimate reasons, be absent from their respective positions at the time the employee or Union submits the grievance to their step in the grievance process, the grievance process shall be suspended until their return to duty with the City.

27.11 Stewards designated by the Union shall not suffer loss of pay or benefits when meeting with the Department Director or other management representatives concerning written grievances. It is understood that the City shall not incur overtime liability as a result of time devoted to such proceedings.

ARTICLE 28 - SHOP STEWARDS

28.1 The Union may select ~~a~~ Steward(s) from employees covered by this Agreement. The names of the Steward(s) and the names of the other Union representatives, who may represent employees, shall be identified by the Union in writing to the City. If requested, the Steward(s), or Union officers acting in the capacity of a Steward, shall have the right to represent employees within the bargaining unit with respect to grievances. The Steward shall be granted time to meet with City representatives on matters relating to the processing of grievances without loss of pay during normal working hours.

28.2 The Steward shall obtain authorization from their supervisor prior to leaving the work area for the above stated purposes.

28.3 As much as possible, grievance proceedings shall be held during regular working hours without loss of pay or recrimination to the aggrieved party and/or the Steward. It is understood that the City will not incur any liability for overtime pay as the result of any grievance proceedings.

ARTICLE 29 - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or be in violation of a law or regulation, such decisions of the court shall apply only to the specific article, section, or portion of the Agreement that is unlawfu~~l~~. Upon the issuance of such a decision or enactment of such a law or regulation the unlawful language will be void and the parties agree to negotiate a substitute for the invalidated language. Nothing in this Article constitutes a waiver of the right of either party to assert that the language in question is not unlawful or exercise its applicable legal rights.

ARTICLE 30 - NO STRIKES OR LOCKOUTS

30.1 The City will not lockout employees during the term of this Agreement. However, the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.

30.2 The Union will not initiate or engage in, and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott or other interruption of work during the term~~s~~ of this Agreement.

30.3 Should a strike or other interruption of work occur; the City shall notify the Union of such activity and ask the Union whether the activity has been authorized. The Union, immediately thereafter, shall respond to the City's request in writing.

30.4 Upon receiving notice of a strike or other interruption of work, which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.

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

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

ARTICLE 31 - BILINGUAL PAY

31.1 Employees occupying a position where fluency in a foreign language that has been approved by the City as being beneficial to advancing City services shall be paid an additional three percent (3%) over base pay per month. The City has an established process for testing and standard ~~in~~ for demonstrating fluency, which the employee must satisfy in order to receive a language premium. If the City determines that a position no longer qualifies for bilingual pay, the incumbent employee who currently receives fluency pay will continue to receive the fluency pay until they vacate the position, upon which fluency pay for the position will cease.

ARTICLE 32 - FUNDING

32.1 The parties to this Agreement recognize that revenue needed to fund this Agreement must be approved by established budget procedures and in certain circumstances by a vote of the citizens of the City of Oregon City. Portions of this Agreement are therefore contingent upon approval of the proposed budget by the Budget Committee, the City Commission and, in certain instances, the voters of the City.

32.2 In the event of budget reductions by the Budget Committee or the City Commission or lack of approval by the voters, the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback of services with the desired end result to be to offer available employment opportunities to existing bargaining unit members whenever and wherever possible.

ARTICLE 33 - SUBCONTRACTING

The Union recognizes that the City may contract and subcontract work as it determines would be economically advantageous to the City. In the event that such a contract or subcontract would result in layoff to employees covered by this bargaining unit, the City agrees to give the Union (60) days' notice of such action and further agrees to meet and confer with the Union to discuss the effect of such action prior to finalizing and implementing such a decision. The City agrees to give consideration to alternatives such as work force reduction by attrition, transfers to other departments (including those not covered by this Agreement), preferential rehiring, and reasonable expenses associated with retraining employees who may be displaced by such action. Such considerations shall be within the City's broad authority to provide efficient and economic services to the citizens of the community.

ARTICLE 34 - PROBATION AND SENIORITY

34.1 **Initial Probation.** Employees with less than one year of service shall be on probation. Prior to completion of this initial probationary period an employee may be discharged at will and without recourse to challenge the discharge through the grievance procedure.

34.2 **Promotional Probation.** Employees promoted within the bargaining unit shall be subject to a six-month promotional probationary period. Promoted employees who do not successfully complete their promotional probationary period shall be reinstated in their previous classification without recourse through the grievance procedure.

34.3 **Extensions**. Initial and promotional probationary periods may be extended for any time the employee is on paid or unpaid leave of absence for a period longer than thirty (30) days.

34.4 Definitions of Seniority. "Bargaining unit seniority" is defined as length of continuous service from most recent date of hire in a bargaining unit position.

An employee promoted out of the bargaining unit shall cease accruing bargaining unit seniority, but shall not forfeit such seniority. The bargaining unit seniority the employee had when promoted will be restored if the employee returns to a bargaining position.

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

a. Voluntary resignation or retirement;

b. Discharge of a regular employee for just cause or discharge of an employee who is on initial probation at will;

c. Layoff for more than twenty-four (24) consecutive months (However, employees shall not accrue seniority while on layoff.);

d. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the City within ten (10) calendar days of receipt or fifteen (15) calendar days of mailing, whichever is greater, unless good cause is shown as set forth in Section 26.4.

e. Failure to report for work upon expiration of an authorized leave of absence;

f. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or

g. Failure to return from military leave in accordance with applicable law.

ARTICLE 35 - ON-CALL DUTY & CALL BACK

35.1 On-Call. Provisions of the Article are applicable only to those bargaining unit employees who regularly work in the Public Works Department. On-call duty occurs whenever an employee is required to be available during evenings and weekends outside their normal working hours to receive emergency electronic communication and respond as needed from within the Tri-County Portland metropolitan area during evenings and/or weekends outside their normal working hours during a seven (7) day or longer period.

An employee who is required to be on-call for a period which includes a holiday shall receive an additional eight (8) hours of holiday accrual, unless the employee's holiday accrual cap would be exceeded in which case the excess holiday hours shall be compensated at the overtime rate in lieu of the accrual of such holiday time.

The City shall ask for volunteers from employees it determines are qualified to work on-call duty The determination of who is qualified will be made at the City's reasonable discretion and will not be abused. On call sign up will be offered to bargaining unit employees only for the first two (2) rounds. If additional weeks are left after two (2) rounds, managers and supervisors may sign up at that time. If there is still uncovered weeks, the City may assign ~~an~~ a bargaining unit employee to on-call duty. On-call coverage will be arranged for every day of the year in accordance with such practices as the Department may establish periodically. In the event an employee who has volunteered or been assigned to on call duty becomes unavailable for such services due to a change in circumstances, that employee may arrange for another qualified employee to serve his/her on-call duty with advance approval by a supervisor.

Employees who serve in on-call status for a consecutive seven (7) day period shall receive three hundred dollars ($300) as compensation for being on call, in addition to pay for hours actually worked when the employee is called back to work. Employees required to be on-call for less than a seven (7) day period shall be paid prorated on-call compensation.

Any employee assigned to on-call duty who fails to be available and promptly respond when called shall forfeit one hundred percent (100%) of the on-call compensation for the entire twenty-four (24) hour period and, may be held accountable (1) at the City's discretion by ineligibility for future on-call duty; and (2) with discipline for just cause appropriate to the failure to perform essential job duties.

35.2 Call Back. Call-back time occurs when an employee is called back to work after he/she has left the work at the end of a workday to perform additional hours of work which are not contiguous with the prior or successive work shift. Call-back time shall be compensated at a minimum of three (3) hours' pay at one and one-half (1 1/2) the employee's normal pay rate for all such time worked. If an on-call employee is called back to work, call back pay shall be in addition to on-call pay. Call-back for an employee who is "on-call" shall begin when the employee starts traveling to the Department facility or job site. Call-back for all other employees begins when the employee has reported to either the Department facility or the work site as directed at the time of the call back notification. An employee who responds and reports to the call back location as directed will be reimbursed at the IRS/City mileage rate for use of a personal vehicle, portal to portal. *(Note: As directed means as directed by a superior.)*

35.3 Electronic Monitoring and Calls at Home. An employee who is contacted outside normal hours of work by a manager, supervisor or the on-call employee~~,~~ and is required to perform compensable work (which for this purpose means work which exceeds seven and one half minutes subject to quarter hour rounding rules of the FLSA), but is not required to physically report to work shall be paid for a minimum of one (1) hour at the overtime rate. At no time will an employee be paid twice for work performed in the same hour. This section does not apply to receipt of an electronic communication and shall not be paid in addition to other payments required by this Article ~~35~~. The City shall monitor overtime slips submitted based on this provision, and each overtime request which is based on a call at home from a coworker must be justified by written statement from the employee which explains the need for and duration of the call.

ARTICLE 36 - DEFINITIONS

- Probationary Employee: An employee who has been employed for less than the probationary period specified in Article 34.
- Regular Employee: An employee who has successfully completed the initial probationary period.
- Full-time Employee: An employee who is hired to work a schedule of at least forty (40) hours per week.
- Part-time employee: An employee who is hired to work a schedule of twenty (20) or more hours, but less than forty (40) hours per week.
- Temporary or Seasonal Employee: An employee who is hired with the expectation that they will be employed for a finite period of time not greater than one hundred and eighty (180) calendar days.

ARTICLE 37 - LICENSURE PAYMENT

If any employee is required to have a Commercial Driver's License (CDL) the City will reimburse the costs paid by the employee for the CDL endorsement and required medical examination costs which were not otherwise paid by the City or through health insurance. Such employees' payment of the cost of the personal Class C DMV motor vehicle operator license is subject to reimbursement only when initially obtained to comply with a job or assignment requirement but not upon subsequent renewals.

ARTICLE 38 - FILLING OF VACANCIES

When vacancies occur within classifications covered by this Agreement, the City shall provide email notification to employees and the Union Local President of job vacancies on the day of posting.

Employees shall be permitted to apply for vacant positions. The City acknowledges the value of employees with employment history with the City and will consider the relevant experience of internal applicants in hiring decisions. Internal applicants who meet the minimum qualifications for the posting, as determined by the City, will be offered an interview.

Employees with discipline at or above a written reprimand will be offered an interview at the discretion of the hiring manager.

ARTICLE 39 - TERM OF AGREEMENT

39.1 This Agreement shall become effective upon ratification by the bargaining unit and approval by the City Commission and shall remain in full force and effect until the 30th day of June, 2025. Across-the-board wage increases granted pursuant to Article 6 shall be applied retroactively to July 1, 2022, for all employees who were employed by the City on the date the Agreement is both ratified by the bargaining unit and approved by the City Commission. This Agreement shall automatically be reopened for negotiations for a successor agreement on February 1, 2025.

39.2 This Agreement may be amended at any time by mutual agreement of the Union and City; such amendments shall be in writing and signed by both parties.

FOR THE CITY OF OREGON CITY:	FOR AFSCME LOCAL 350-2:
______________________ Date	______________________ Date
______________________ Date	______________________ Date

APPENDIX A – WAGE RATES

Base Salary is Monthly | Monthly x 12 = Annual | Annual/2080 = Hourly

City of Oregon City - AFSCME Salary Schedule 4.5% COLA **July 1, 2022 - June 30, 2023**

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	Nutrition Assistant		$ 16.04	$ 16.82	$ 17.68	$ 18.52	$ 19.48	$ 20.45	$ 20.94	$ 21.52	$ 22.03
			$ 2,781	$ 2,915	$ 3,064	$ 3,210	$ 3,376	$ 3,544	$ 3,629	$ 3,730	$ 3,819
			$ 33,372	$ 34,980	$ 36,768	$ 38,520	$ 40,512	$ 42,528	$ 43,548	$ 44,760	$ 45,828
10			$ 16.44	$ 17.25	$ 18.10	$ 19.03	$ 19.93	$ 20.94	$ 21.52	$ 22.03	$ 22.57
			$ 2,849	$ 2,990	$ 3,137	$ 3,298	$ 3,455	$ 3,629	$ 3,730	$ 3,819	$ 3,912
			$ 34,188	$ 35,880	$ 37,644	$ 39,576	$ 41,460	$ 43,548	$ 44,760	$ 45,828	$ 46,944
11			$ 16.82	$ 17.68	$ 18.52	$ 19.48	$ 20.45	$ 21.52	$ 22.03	$ 22.57	$ 23.14
			$ 2,915	$ 3,064	$ 3,210	$ 3,376	$ 3,544	$ 3,730	$ 3,819	$ 3,912	$ 4,011
			$ 34,980	$ 36,768	$ 38,520	$ 40,512	$ 42,528	$ 44,760	$ 45,828	$ 46,944	$ 48,132
12	Food Service Worker		$ 17.25	$ 18.10	$ 19.03	$ 19.93	$ 20.94	$ 22.03	$ 22.57	$ 23.14	$ 23.73
			$ 2,990	$ 3,137	$ 3,298	$ 3,455	$ 3,629	$ 3,819	$ 3,912	$ 4,011	$ 4,114
			$ 35,880	$ 37,644	$ 39,576	$ 41,460	$ 43,548	$ 45,828	$ 46,944	$ 48,132	$ 49,368
13	Accounting Clerk I		$ 17.68	$ 18.52	$ 19.48	$ 20.45	$ 21.52	$ 22.57	$ 23.14	$ 23.73	$ 24.31
			$ 3,064	$ 3,210	$ 3,376	$ 3,544	$ 3,730	$ 3,912	$ 4,011	$ 4,114	$ 4,213
			$ 36,768	$ 38,520	$ 40,512	$ 42,528	$ 44,760	$ 46,944	$ 48,132	$ 49,368	$ 50,556
14			$ 18.10	$ 19.03	$ 19.93	$ 20.94	$ 22.03	$ 23.14	$ 23.73	$ 24.31	$ 24.93
			$ 3,137	$ 3,298	$ 3,455	$ 3,629	$ 3,819	$ 4,011	$ 4,114	$ 4,213	$ 4,322
			$ 37,644	$ 39,576	$ 41,460	$ 43,548	$ 45,828	$ 48,132	$ 49,368	$ 50,556	$ 51,864
15	Office Specialist I		$ 18.52	$ 19.48	$ 20.45	$ 21.52	$ 22.57	$ 23.73	$ 24.31	$ 24.93	$ 25.68
	Senior Center Van Driver		$ 3,210	$ 3,376	$ 3,544	$ 3,730	$ 3,912	$ 4,114	$ 4,213	$ 4,322	$ 4,451
			$ 38,520	$ 40,512	$ 42,528	$ 44,760	$ 46,944	$ 49,368	$ 50,556	$ 51,864	$ 53,412
16			$ 19.03	$ 19.93	$ 20.94	$ 22.03	$ 23.14	$ 24.31	$ 24.93	$ 25.68	$ 26.17
			$ 3,298	$ 3,455	$ 3,629	$ 3,819	$ 4,011	$ 4,213	$ 4,322	$ 4,451	$ 4,536
			$ 39,576	$ 41,460	$ 43,548	$ 45,828	$ 48,132	$ 50,556	$ 51,864	$ 53,412	$ 54,432
17			$ 19.48	$ 20.45	$ 21.52	$ 22.57	$ 23.73	$ 24.93	$ 25.68	$ 26.17	$ 26.82
			$ 3,376	$ 3,544	$ 3,730	$ 3,912	$ 4,114	$ 4,322	$ 4,451	$ 4,536	$ 4,649
			$ 40,512	$ 42,528	$ 44,760	$ 46,944	$ 49,368	$ 51,864	$ 53,412	$ 54,432	$ 55,788
18			$ 19.93	$ 20.94	$ 22.03	$ 23.14	$ 24.31	$ 25.68	$ 26.17	$ 26.82	$ 27.50
			$ 3,455	$ 3,629	$ 3,819	$ 4,011	$ 4,213	$ 4,451	$ 4,536	$ 4,649	$ 4,766
			$ 41,460	$ 43,548	$ 45,828	$ 48,132	$ 50,556	$ 53,412	$ 54,432	$ 55,788	$ 57,192
19			$ 20.45	$ 21.52	$ 22.57	$ 23.73	$ 24.93	$ 26.17	$ 26.82	$ 27.50	$ 28.18
			$ 3,544	$ 3,730	$ 3,912	$ 4,114	$ 4,322	$ 4,536	$ 4,649	$ 4,766	$ 4,885
			$ 42,528	$ 44,760	$ 46,944	$ 49,368	$ 51,864	$ 54,432	$ 55,788	$ 57,192	$ 58,620
20			$ 20.94	$ 22.03	$ 23.14	$ 24.31	$ 25.68	$ 26.82	$ 27.50	$ 28.18	$ 28.88
			$ 3,629	$ 3,819	$ 4,011	$ 4,213	$ 4,451	$ 4,649	$ 4,766	$ 4,885	$ 5,006
			$ 43,548	$ 45,828	$ 48,132	$ 50,556	$ 53,412	$ 55,788	$ 57,192	$ 58,620	$ 60,072
21	Accounting Clerk II	Office Specialist II	$ 21.52	$ 22.57	$ 23.73	$ 24.93	$ 26.17	$ 27.50	$ 28.18	$ 28.88	$ 29.63
	Library Assistant I	Program Assistant	$ 3,730	$ 3,912	$ 4,114	$ 4,322	$ 4,536	$ 4,766	$ 4,885	$ 5,006	$ 5,135
			$ 44,760	$ 46,944	$ 49,368	$ 51,864	$ 54,432	$ 57,192	$ 58,620	$ 60,072	$ 61,620

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
22			$ 22.03	$ 23.14	$ 24.31	$ 25.68	$ 26.82	$ 28.18	$ 28.88	$ 29.63	$ 30.36
			$ 3,819	$ 4,011	$ 4,213	$ 4,451	$ 4,649	$ 4,885	$ 5,006	$ 5,135	$ 5,263
			$ 45,828	$ 48,132	$ 50,556	$ 53,412	$ 55,788	$ 58,620	$ 60,072	$ 61,620	$ 63,156
23	Customer Accounting Clerk		$ 22.57	$ 23.73	$ 24.93	$ 26.17	$ 27.50	$ 28.88	$ 29.63	$ 30.36	$ 31.10
	Recreation Programmer		$ 3,912	$ 4,114	$ 4,322	$ 4,536	$ 4,766	$ 5,006	$ 5,135	$ 5,263	$ 5,390
			$ 46,944	$ 49,368	$ 51,864	$ 54,432	$ 57,192	$ 60,072	$ 61,620	$ 63,156	$ 64,680
24	Library Assistant II		$ 23.14	$ 24.31	$ 25.68	$ 26.82	$ 28.18	$ 29.63	$ 30.36	$ 31.10	$ 31.90
	Office Specialist III		$ 4,011	$ 4,213	$ 4,451	$ 4,649	$ 4,885	$ 5,135	$ 5,263	$ 5,390	$ 5,529
			$ 48,132	$ 50,556	$ 53,412	$ 55,788	$ 58,620	$ 61,620	$ 63,156	$ 64,680	$ 66,348
25	Engineering Technician I	Utility Customer Service Rep.	$ 23.73	$ 24.93	$ 26.17	$ 27.50	$ 28.88	$ 30.36	$ 31.10	$ 31.90	$ 32.66
	Parks Maintenance Specialist I	Utility Maintenance Specialist I	$ 4,114	$ 4,322	$ 4,536	$ 4,766	$ 5,006	$ 5,263	$ 5,390	$ 5,529	$ 5,661
	Permit Technician	Program Specialist - Tourism	$ 49,368	$ 51,864	$ 54,432	$ 57,192	$ 60,072	$ 63,156	$ 64,680	$ 66,348	$ 67,932
26	Library Assistant III		$ 24.31	$ 25.68	$ 26.82	$ 28.18	$ 29.63	$ 31.10	$ 31.90	$ 32.66	$ 33.51
	Library Safety Specialist		$ 4,213	$ 4,451	$ 4,649	$ 4,885	$ 5,135	$ 5,390	$ 5,529	$ 5,661	$ 5,809
			$ 50,556	$ 53,412	$ 55,788	$ 58,620	$ 61,620	$ 64,680	$ 66,348	$ 67,932	$ 69,708
27	Accounting Technician	Meals on Wheels Coordinator	$ 24.93	$ 26.17	$ 27.50	$ 28.88	$ 30.36	$ 31.90	$ 32.66	$ 33.51	$ 34.33
	Administrative Assistant		$ 4,322	$ 4,536	$ 4,766	$ 5,006	$ 5,263	$ 5,529	$ 5,661	$ 5,809	$ 5,950
	Senior Recreation Programmer		$ 51,864	$ 54,432	$ 57,192	$ 60,072	$ 63,156	$ 66,348	$ 67,932	$ 69,708	$ 71,400
28	Planning Technician		$ 25.68	$ 26.82	$ 28.18	$ 29.63	$ 31.10	$ 32.66	$ 33.51	$ 34.33	$ 35.20
			$ 4,451	$ 4,649	$ 4,885	$ 5,135	$ 5,390	$ 5,661	$ 5,809	$ 5,950	$ 6,102
			$ 53,412	$ 55,788	$ 58,620	$ 61,620	$ 64,680	$ 67,932	$ 69,708	$ 71,400	$ 73,224
29	Bldg Facility Maintenance Specialist	Mechanic	$ 26.17	$ 27.50	$ 28.88	$ 30.36	$ 31.90	$ 33.51	$ 34.33	$ 35.20	$ 36.08
	Environmental Services Tech I	Parks Maintenance Specialist II	$ 4,536	$ 4,766	$ 5,006	$ 5,263	$ 5,529	$ 5,809	$ 5,950	$ 6,102	$ 6,253
	Circulation Coordinator	Recreation Program Coordinator	$ 54,432	$ 57,192	$ 60,072	$ 63,156	$ 66,348	$ 69,708	$ 71,400	$ 73,224	$ 75,036
	Librarian	Utility Maintenance Specialist II									
30			$ 26.82	$ 28.18	$ 29.63	$ 31.10	$ 32.66	$ 34.33	$ 35.20	$ 36.08	$ 36.98
			$ 4,649	$ 4,885	$ 5,135	$ 5,390	$ 5,661	$ 5,950	$ 6,102	$ 6,253	$ 6,409
			$ 55,788	$ 58,620	$ 61,620	$ 64,680	$ 67,932	$ 71,400	$ 73,224	$ 75,036	$ 76,908
31	Client Services Coordinator	Permit Coordinator	$ 27.50	$ 28.88	$ 30.36	$ 31.90	$ 33.51	$ 35.20	$ 36.08	$ 36.98	$ 37.92
	Customer Accounting Coord.	Senior Accounting Technician	$ 4,766	$ 5,006	$ 5,263	$ 5,529	$ 5,809	$ 6,102	$ 6,253	$ 6,409	$ 6,572
	Engineering Technician II	Utility Maintenance Specialist III	$ 57,192	$ 60,072	$ 63,156	$ 66,348	$ 69,708	$ 73,224	$ 75,036	$ 76,908	$ 78,864
	Parks Maintenance Specialist III										
32	Economic Development Coordinator		$ 28.18	$ 29.63	$ 31.10	$ 32.66	$ 34.33	$ 36.08	$ 36.98	$ 37.92	$ 38.85
	Senior Administrative Assistant		$ 4,885	$ 5,135	$ 5,390	$ 5,661	$ 5,950	$ 6,253	$ 6,409	$ 6,572	$ 6,734
			$ 58,620	$ 61,620	$ 64,680	$ 67,932	$ 71,400	$ 75,036	$ 76,908	$ 78,864	$ 80,808
33	Assistant Planner	GIS Technician	$ 28.88	$ 30.36	$ 31.90	$ 33.51	$ 35.20	$ 36.98	$ 37.92	$ 38.85	$ 39.88
	Building Inspector Trainee	Lead Mechanic	$ 5,006	$ 5,263	$ 5,529	$ 5,809	$ 6,102	$ 6,409	$ 6,572	$ 6,734	$ 6,913
	IT Technician	Parks Maintenance Team Leader	$ 60,072	$ 63,156	$ 66,348	$ 69,708	$ 73,224	$ 76,908	$ 78,864	$ 80,808	$ 82,956
	Customer Service Team Leader	Utility Maintenance Team Leader									
	Engineering Technician III										

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
34	Librarian II		$ 29.63	$ 31.10	$ 32.66	$ 34.33	$ 36.08	$ 37.92	$ 38.85	$ 39.88	$ 40.82
			$ 5,135	$ 5,390	$ 5,661	$ 5,950	$ 6,253	$ 6,572	$ 6,734	$ 6,913	$ 7,076
			$ 61,620	$ 64,680	$ 67,932	$ 71,400	$ 75,036	$ 78,864	$ 80,808	$ 82,956	$ 84,912
35	Accountant		$ 30.36	$ 31.90	$ 33.51	$ 35.20	$ 36.98	$ 38.85	$ 39.88	$ 40.82	$ 41.82
	Asset Management Specialist		$ 5,263	$ 5,529	$ 5,809	$ 6,102	$ 6,409	$ 6,734	$ 6,913	$ 7,076	$ 7,249
			$ 63,156	$ 66,348	$ 69,708	$ 73,224	$ 76,908	$ 80,808	$ 82,956	$ 84,912	$ 86,988
36	Associate Engineer		$ 31.10	$ 32.66	$ 34.33	$ 36.08	$ 37.92	$ 39.88	$ 40.82	$ 41.82	$ 42.88
	Construction Inspector		$ 5,390	$ 5,661	$ 5,950	$ 6,253	$ 6,572	$ 6,913	$ 7,076	$ 7,249	$ 7,432
			$ 64,680	$ 67,932	$ 71,400	$ 75,036	$ 78,864	$ 82,956	$ 84,912	$ 86,988	$ 89,184
37	Building Inspector I	Water Quality Coordinator	$ 31.90	$ 33.51	$ 35.20	$ 36.98	$ 38.85	$ 40.82	$ 41.82	$ 42.88	$ 43.96
	Business Analyst		$ 5,529	$ 5,809	$ 6,102	$ 6,409	$ 6,734	$ 7,076	$ 7,249	$ 7,432	$ 7,620
	IT Specialist		$ 66,348	$ 69,708	$ 73,224	$ 76,908	$ 80,808	$ 84,912	$ 86,988	$ 89,184	$ 91,440
38	Development Engineer		$ 32.66	$ 34.33	$ 36.08	$ 37.92	$ 39.88	$ 41.82	$ 42.88	$ 43.96	$ 45.03
	GIS Analyst		$ 5,661	$ 5,950	$ 6,253	$ 6,572	$ 6,913	$ 7,249	$ 7,432	$ 7,620	$ 7,806
	Senior Accountant		$ 67,932	$ 71,400	$ 75,036	$ 78,864	$ 82,956	$ 86,988	$ 89,184	$ 91,440	$ 93,672
39			$ 33.51	$ 35.20	$ 36.98	$ 38.85	$ 40.82	$ 42.88	$ 43.96	$ 45.03	$ 46.16
			$ 5,809	$ 6,102	$ 6,409	$ 6,734	$ 7,076	$ 7,432	$ 7,620	$ 7,806	$ 8,001
			$ 69,708	$ 73,224	$ 76,908	$ 80,808	$ 84,912	$ 89,184	$ 91,440	$ 93,672	$ 96,012
40	Building Inspector II	Senior Business Analyst	$ 34.33	$ 36.08	$ 37.92	$ 39.88	$ 41.82	$ 43.96	$ 45.03	$ 46.16	$ 47.31
	Planner	Senior Construction Inspector	$ 5,950	$ 6,253	$ 6,572	$ 6,913	$ 7,249	$ 7,620	$ 7,806	$ 8,001	$ 8,201
	Plans Examiner	Senior Environmental Coordiantor	$ 71,400	$ 75,036	$ 78,864	$ 82,956	$ 86,988	$ 91,440	$ 93,672	$ 96,012	$ 98,412
	Project Engineer										
41	GIS Coordinator		$ 35.20	$ 36.98	$ 38.85	$ 40.82	$ 42.88	$ 45.03	$ 46.16	$ 47.31	$ 48.53
	Network Analyst		$ 6,102	$ 6,409	$ 6,734	$ 7,076	$ 7,432	$ 7,806	$ 8,001	$ 8,201	$ 8,411
			$ 73,224	$ 76,908	$ 80,808	$ 84,912	$ 89,184	$ 93,672	$ 96,012	$ 98,412	$ 100,932
42	Sr Building Inspector/Plans Examiner		$ 36.08	$ 37.92	$ 39.88	$ 41.82	$ 43.96	$ 46.16	$ 47.31	$ 48.53	$ 49.74
			$ 6,253	$ 6,572	$ 6,913	$ 7,249	$ 7,620	$ 8,001	$ 8,201	$ 8,411	$ 8,622
			$ 75,036	$ 78,864	$ 82,956	$ 86,988	$ 91,440	$ 96,012	$ 98,412	$ 100,932	$ 103,464
43			$ 36.98	$ 38.85	$ 40.82	$ 42.88	$ 45.03	$ 47.31	$ 48.53	$ 49.74	$ 50.97
			$ 6,409	$ 6,734	$ 7,076	$ 7,432	$ 7,806	$ 8,201	$ 8,411	$ 8,622	$ 8,834
			$ 76,908	$ 80,808	$ 84,912	$ 89,184	$ 93,672	$ 98,412	$ 100,932	$ 103,464	$ 106,008
44	Senior Development Engineer		$ 37.92	$ 39.88	$ 41.82	$ 43.96	$ 46.16	$ 48.53	$ 49.74	$ 50.97	$ 52.28
			$ 6,572	$ 6,913	$ 7,249	$ 7,620	$ 8,001	$ 8,411	$ 8,622	$ 8,834	$ 9,061
			$ 78,864	$ 82,956	$ 86,988	$ 91,440	$ 96,012	$ 100,932	$ 103,464	$ 106,008	$ 108,732
45			$ 38.85	$ 40.82	$ 42.88	$ 45.03	$ 47.31	$ 49.74	$ 50.97	$ 52.28	$ 53.57
			$ 6,734	$ 7,076	$ 7,432	$ 7,806	$ 8,201	$ 8,622	$ 8,834	$ 9,061	$ 9,285
			$ 80,808	$ 84,912	$ 89,184	$ 93,672	$ 98,412	$ 103,464	$ 106,008	$ 108,732	$ 111,420
46	Senior Planner		$ 39.88	$ 41.82	$ 43.96	$ 46.16	$ 48.53	$ 50.97	$ 52.28	$ 53.57	$ 54.93
	Senior Project Engineer		$ 6,913	$ 7,249	$ 7,620	$ 8,001	$ 8,411	$ 8,834	$ 9,061	$ 9,285	$ 9,521
			$ 82,956	$ 86,988	$ 91,440	$ 96,012	$ 100,932	$ 106,008	$ 108,732	$ 111,420	$ 114,252

City of Oregon City - AFSCME Salary Schedule

3.0% COLA

July 1, 2023 - June 30, 2024

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	Nutrition Assistant		$ 16.52	$ 17.32	$ 18.21	$ 19.07	$ 20.06	$ 21.06	$ 21.57	$ 22.17	$ 22.70
			$ 2,864	$ 3,002	$ 3,156	$ 3,306	$ 3,477	$ 3,650	$ 3,738	$ 3,842	$ 3,934
			$ 34,368	$ 36,024	$ 37,872	$ 39,672	$ 41,724	$ 43,800	$ 44,856	$ 46,104	$ 47,208
10			$ 16.93	$ 17.77	$ 18.64	$ 19.60	$ 20.53	$ 21.57	$ 22.17	$ 22.70	$ 23.24
			$ 2,934	$ 3,080	$ 3,231	$ 3,397	$ 3,559	$ 3,738	$ 3,842	$ 3,934	$ 4,029
			$ 35,208	$ 36,960	$ 38,772	$ 40,764	$ 42,708	$ 44,856	$ 46,104	$ 47,208	$ 48,348
11			$ 17.32	$ 18.21	$ 19.07	$ 20.06	$ 21.06	$ 22.17	$ 22.70	$ 23.24	$ 23.83
			$ 3,002	$ 3,156	$ 3,306	$ 3,477	$ 3,650	$ 3,842	$ 3,934	$ 4,029	$ 4,131
			$ 36,024	$ 37,872	$ 39,672	$ 41,724	$ 43,800	$ 46,104	$ 47,208	$ 48,348	$ 49,572
12	Food Service Worker		$ 17.77	$ 18.64	$ 19.60	$ 20.53	$ 21.57	$ 22.70	$ 23.24	$ 23.83	$ 24.44
			$ 3,080	$ 3,231	$ 3,397	$ 3,559	$ 3,738	$ 3,934	$ 4,029	$ 4,131	$ 4,237
			$ 36,960	$ 38,772	$ 40,764	$ 42,708	$ 44,856	$ 47,208	$ 48,348	$ 49,572	$ 50,844
13	Accounting Clerk I		$ 18.21	$ 19.07	$ 20.06	$ 21.06	$ 22.17	$ 23.24	$ 23.83	$ 24.44	$ 25.03
			$ 3,156	$ 3,306	$ 3,477	$ 3,650	$ 3,842	$ 4,029	$ 4,131	$ 4,237	$ 4,339
			$ 37,872	$ 39,672	$ 41,724	$ 43,800	$ 46,104	$ 48,348	$ 49,572	$ 50,844	$ 52,068
14			$ 18.64	$ 19.60	$ 20.53	$ 21.57	$ 22.70	$ 23.83	$ 24.44	$ 25.03	$ 25.68
			$ 3,231	$ 3,397	$ 3,559	$ 3,738	$ 3,934	$ 4,131	$ 4,237	$ 4,339	$ 4,452
			$ 38,772	$ 40,764	$ 42,708	$ 44,856	$ 47,208	$ 49,572	$ 50,844	$ 52,068	$ 53,424
15	Office Specialist I		$ 19.07	$ 20.06	$ 21.06	$ 22.17	$ 23.24	$ 24.44	$ 25.03	$ 25.68	$ 26.45
	Senior Center Van Driver		$ 3,306	$ 3,477	$ 3,650	$ 3,842	$ 4,029	$ 4,237	$ 4,339	$ 4,452	$ 4,585
			$ 39,672	$ 41,724	$ 43,800	$ 46,104	$ 48,348	$ 50,844	$ 52,068	$ 53,424	$ 55,020
16			$ 19.60	$ 20.53	$ 21.57	$ 22.70	$ 23.83	$ 25.03	$ 25.68	$ 26.45	$ 26.95
			$ 3,397	$ 3,559	$ 3,738	$ 3,934	$ 4,131	$ 4,339	$ 4,452	$ 4,585	$ 4,672
			$ 40,764	$ 42,708	$ 44,856	$ 47,208	$ 49,572	$ 52,068	$ 53,424	$ 55,020	$ 56,064
17			$ 20.06	$ 21.06	$ 22.17	$ 23.24	$ 24.44	$ 25.68	$ 26.45	$ 26.95	$ 27.62
			$ 3,477	$ 3,650	$ 3,842	$ 4,029	$ 4,237	$ 4,452	$ 4,585	$ 4,672	$ 4,788
			$ 41,724	$ 43,800	$ 46,104	$ 48,348	$ 50,844	$ 53,424	$ 55,020	$ 56,064	$ 57,456
18			$ 20.53	$ 21.57	$ 22.70	$ 23.83	$ 25.03	$ 26.45	$ 26.95	$ 27.62	$ 28.32
			$ 3,559	$ 3,738	$ 3,934	$ 4,131	$ 4,339	$ 4,585	$ 4,672	$ 4,788	$ 4,909
			$ 42,708	$ 44,856	$ 47,208	$ 49,572	$ 52,068	$ 55,020	$ 56,064	$ 57,456	$ 58,908
19			$ 21.06	$ 22.17	$ 23.24	$ 24.44	$ 25.68	$ 26.95	$ 27.62	$ 28.32	$ 29.03
			$ 3,650	$ 3,842	$ 4,029	$ 4,237	$ 4,452	$ 4,672	$ 4,788	$ 4,909	$ 5,032
			$ 43,800	$ 46,104	$ 48,348	$ 50,844	$ 53,424	$ 56,064	$ 57,456	$ 58,908	$ 60,384
20			$ 21.57	$ 22.70	$ 23.83	$ 25.03	$ 26.45	$ 27.62	$ 28.32	$ 29.03	$ 29.75
			$ 3,738	$ 3,934	$ 4,131	$ 4,339	$ 4,585	$ 4,788	$ 4,909	$ 5,032	$ 5,156
			$ 44,856	$ 47,208	$ 49,572	$ 52,068	$ 55,020	$ 57,456	$ 58,908	$ 60,384	$ 61,872
21	Accounting Clerk II	Office Specialist II	$ 22.17	$ 23.24	$ 24.44	$ 25.68	$ 26.95	$ 28.32	$ 29.03	$ 29.75	$ 30.51
	Library Assistant I	Program Assistant	$ 3,842	$ 4,029	$ 4,237	$ 4,452	$ 4,672	$ 4,909	$ 5,032	$ 5,156	$ 5,289
			$ 46,104	$ 48,348	$ 50,844	$ 53,424	$ 56,064	$ 58,908	$ 60,384	$ 61,872	$ 63,468

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
22			$ 22.70	$ 23.83	$ 25.03	$ 26.45	$ 27.62	$ 29.03	$ 29.75	$ 30.51	$ 31.28
			$ 3,934	$ 4,131	$ 4,339	$ 4,585	$ 4,788	$ 5,032	$ 5,156	$ 5,289	$ 5,421
			$ 47,208	$ 49,572	$ 52,068	$ 55,020	$ 57,456	$ 60,384	$ 61,872	$ 63,468	$ 65,052
23	Customer Accounting Clerk		$ 23.24	$ 24.44	$ 25.68	$ 26.95	$ 28.32	$ 29.75	$ 30.51	$ 31.28	$ 32.03
	Recreation Programmer		$ 4,029	$ 4,237	$ 4,452	$ 4,672	$ 4,909	$ 5,156	$ 5,289	$ 5,421	$ 5,552
			$ 48,348	$ 50,844	$ 53,424	$ 56,064	$ 58,908	$ 61,872	$ 63,468	$ 65,052	$ 66,624
24	Library Assistant II		$ 23.83	$ 25.03	$ 26.45	$ 27.62	$ 29.03	$ 30.51	$ 31.28	$ 32.03	$ 32.86
	Office Specialist III		$ 4,131	$ 4,339	$ 4,585	$ 4,788	$ 5,032	$ 5,289	$ 5,421	$ 5,552	$ 5,695
			$ 49,572	$ 52,068	$ 55,020	$ 57,456	$ 60,384	$ 63,468	$ 65,052	$ 66,624	$ 68,340
25	Engineering Technician I	Utility Customer Service Rep.	$ 24.44	$ 25.68	$ 26.95	$ 28.32	$ 29.75	$ 31.28	$ 32.03	$ 32.86	$ 33.64
	Parks Maintenance Specialist I	Utility Maintenance Specialist I	$ 4,237	$ 4,452	$ 4,672	$ 4,909	$ 5,156	$ 5,421	$ 5,552	$ 5,695	$ 5,831
	Permit Technician	Program Specialist - Tourism	$ 50,844	$ 53,424	$ 56,064	$ 58,908	$ 61,872	$ 65,052	$ 66,624	$ 68,340	$ 69,972
26	Library Assistant III		$ 25.03	$ 26.45	$ 27.62	$ 29.03	$ 30.51	$ 32.03	$ 32.86	$ 33.64	$ 34.52
	Library Safety Specialist		$ 4,339	$ 4,585	$ 4,788	$ 5,032	$ 5,289	$ 5,552	$ 5,695	$ 5,831	$ 5,983
			$ 52,068	$ 55,020	$ 57,456	$ 60,384	$ 63,468	$ 66,624	$ 68,340	$ 69,972	$ 71,796
27	Accounting Technician	Meals on Wheels Coordinator	$ 25.68	$ 26.95	$ 28.32	$ 29.75	$ 31.28	$ 32.86	$ 33.64	$ 34.52	$ 35.36
	Administrative Assistant		$ 4,452	$ 4,672	$ 4,909	$ 5,156	$ 5,421	$ 5,695	$ 5,831	$ 5,983	$ 6,129
	Senior Recreation Programmer		$ 53,424	$ 56,064	$ 58,908	$ 61,872	$ 65,052	$ 68,340	$ 69,972	$ 71,796	$ 73,548
28	Planning Technician		$ 26.45	$ 27.62	$ 29.03	$ 30.51	$ 32.03	$ 33.64	$ 34.52	$ 35.36	$ 36.26
			$ 4,585	$ 4,788	$ 5,032	$ 5,289	$ 5,552	$ 5,831	$ 5,983	$ 6,129	$ 6,285
			$ 55,020	$ 57,456	$ 60,384	$ 63,468	$ 66,624	$ 69,972	$ 71,796	$ 73,548	$ 75,420
29	Bldg Facility Maintenance Specialist	Mechanic	$ 26.95	$ 28.32	$ 29.75	$ 31.28	$ 32.86	$ 34.52	$ 35.36	$ 36.26	$ 37.16
	Environmental Services Tech I	Parks Maintenance Specialist II	$ 4,672	$ 4,909	$ 5,156	$ 5,421	$ 5,695	$ 5,983	$ 6,129	$ 6,285	$ 6,441
	Circulation Coordinator	Recreation Program Coordinator	$ 56,064	$ 58,908	$ 61,872	$ 65,052	$ 68,340	$ 71,796	$ 73,548	$ 75,420	$ 77,292
	Librarian	Utility Maintenance Specialist II									
30			$ 27.62	$ 29.03	$ 30.51	$ 32.03	$ 33.64	$ 35.36	$ 36.26	$ 37.16	$ 38.08
			$ 4,788	$ 5,032	$ 5,289	$ 5,552	$ 5,831	$ 6,129	$ 6,285	$ 6,441	$ 6,601
			$ 57,456	$ 60,384	$ 63,468	$ 66,624	$ 69,972	$ 73,548	$ 75,420	$ 77,292	$ 79,212
31	Client Services Coordinator	Permit Coordinator	$ 28.32	$ 29.75	$ 31.28	$ 32.86	$ 34.52	$ 36.26	$ 37.16	$ 38.08	$ 39.05
	Customer Accounting Coord.	Senior Accounting Technician	$ 4,909	$ 5,156	$ 5,421	$ 5,695	$ 5,983	$ 6,285	$ 6,441	$ 6,601	$ 6,769
	Engineering Technician II	Utility Maintenance Specialist III	$ 58,908	$ 61,872	$ 65,052	$ 68,340	$ 71,796	$ 75,420	$ 77,292	$ 79,212	$ 81,228
	Parks Maintenance Specialist III										
32	Economic Development Coordinator		$ 29.03	$ 30.51	$ 32.03	$ 33.64	$ 35.36	$ 37.16	$ 38.08	$ 39.05	$ 40.02
	Senior Administrative Assistant		$ 5,032	$ 5,289	$ 5,552	$ 5,831	$ 6,129	$ 6,441	$ 6,601	$ 6,769	$ 6,936
			$ 60,384	$ 63,468	$ 66,624	$ 69,972	$ 73,548	$ 77,292	$ 79,212	$ 81,228	$ 83,232
33	Assistant Planner	GIS Technician	$ 29.75	$ 31.28	$ 32.86	$ 34.52	$ 36.26	$ 38.08	$ 39.05	$ 40.02	$ 41.08
	Building Inspector Trainee	Lead Mechanic	$ 5,156	$ 5,421	$ 5,695	$ 5,983	$ 6,285	$ 6,601	$ 6,769	$ 6,936	$ 7,120
	IT Technician	Parks Maintenance Team Leader	$ 61,872	$ 65,052	$ 68,340	$ 71,796	$ 75,420	$ 79,212	$ 81,228	$ 83,232	$ 85,440
	Customer Service Team Leader	Utility Maintenance Team Leader									
	Engineering Technician III										

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
34	Librarian II		$ 30.51	$ 32.03	$ 33.64	$ 35.36	$ 37.16	$ 39.05	$ 40.02	$ 41.08	$ 42.05
			$ 5,289	$ 5,552	$ 5,831	$ 6,129	$ 6,441	$ 6,769	$ 6,936	$ 7,120	$ 7,288
			$ 63,468	$ 66,624	$ 69,972	$ 73,548	$ 77,292	$ 81,228	$ 83,232	$ 85,440	$ 87,456
35	Accountant		$ 31.28	$ 32.86	$ 34.52	$ 36.26	$ 38.08	$ 40.02	$ 41.08	$ 42.05	$ 43.07
	Asset Management Specialist		$ 5,421	$ 5,695	$ 5,983	$ 6,285	$ 6,601	$ 6,936	$ 7,120	$ 7,288	$ 7,466
			$ 65,052	$ 68,340	$ 71,796	$ 75,420	$ 79,212	$ 83,232	$ 85,440	$ 87,456	$ 89,592
36	Associate Engineer		$ 32.03	$ 33.64	$ 35.36	$ 37.16	$ 39.05	$ 41.08	$ 42.05	$ 43.07	$ 44.16
	Construction Inspector		$ 5,552	$ 5,831	$ 6,129	$ 6,441	$ 6,769	$ 7,120	$ 7,288	$ 7,466	$ 7,655
			$ 66,624	$ 69,972	$ 73,548	$ 77,292	$ 81,228	$ 85,440	$ 87,456	$ 89,592	$ 91,860
37	Building Inspector I	Water Quality Coordinator	$ 32.86	$ 34.52	$ 36.26	$ 38.08	$ 40.02	$ 42.05	$ 43.07	$ 44.16	$ 45.28
	Business Analyst		$ 5,695	$ 5,983	$ 6,285	$ 6,601	$ 6,936	$ 7,288	$ 7,466	$ 7,655	$ 7,849
	IT Specialist		$ 68,340	$ 71,796	$ 75,420	$ 79,212	$ 83,232	$ 87,456	$ 89,592	$ 91,860	$ 94,188
38	Development Engineer		$ 33.64	$ 35.36	$ 37.16	$ 39.05	$ 41.08	$ 43.07	$ 44.16	$ 45.28	$ 46.38
	GIS Analyst		$ 5,831	$ 6,129	$ 6,441	$ 6,769	$ 7,120	$ 7,466	$ 7,655	$ 7,849	$ 8,040
	Senior Accountant		$ 69,972	$ 73,548	$ 77,292	$ 81,228	$ 85,440	$ 89,592	$ 91,860	$ 94,188	$ 96,480
39			$ 34.52	$ 36.26	$ 38.08	$ 40.02	$ 42.05	$ 44.16	$ 45.28	$ 46.38	$ 47.54
			$ 5,983	$ 6,285	$ 6,601	$ 6,936	$ 7,288	$ 7,655	$ 7,849	$ 8,040	$ 8,241
			$ 71,796	$ 75,420	$ 79,212	$ 83,232	$ 87,456	$ 91,860	$ 94,188	$ 96,480	$ 98,892
40	Building Inspector II	Senior Business Analyst	$ 35.36	$ 37.16	$ 39.05	$ 41.08	$ 43.07	$ 45.28	$ 46.38	$ 47.54	$ 48.73
	Planner	Senior Construction Inspector	$ 6,129	$ 6,441	$ 6,769	$ 7,120	$ 7,466	$ 7,849	$ 8,040	$ 8,241	$ 8,447
	Plans Examiner	Senior Environmental Coordiantor	$ 73,548	$ 77,292	$ 81,228	$ 85,440	$ 89,592	$ 94,188	$ 96,480	$ 98,892	$ 101,364
	Project Engineer										
41	GIS Coordinator		$ 36.26	$ 38.08	$ 40.02	$ 42.05	$ 44.16	$ 46.38	$ 47.54	$ 48.73	$ 49.98
	Network Analyst		$ 6,285	$ 6,601	$ 6,936	$ 7,288	$ 7,655	$ 8,040	$ 8,241	$ 8,447	$ 8,663
			$ 75,420	$ 79,212	$ 83,232	$ 87,456	$ 91,860	$ 96,480	$ 98,892	$ 101,364	$ 103,956
42	Sr Building Inspector/Plans Examiner		$ 37.16	$ 39.05	$ 41.08	$ 43.07	$ 45.28	$ 47.54	$ 48.73	$ 49.98	$ 51.24
			$ 6,441	$ 6,769	$ 7,120	$ 7,466	$ 7,849	$ 8,241	$ 8,447	$ 8,663	$ 8,881
			$ 77,292	$ 81,228	$ 85,440	$ 89,592	$ 94,188	$ 98,892	$ 101,364	$ 103,956	$ 106,572
43			$ 38.08	$ 40.02	$ 42.05	$ 44.16	$ 46.38	$ 48.73	$ 49.98	$ 51.24	$ 52.49
			$ 6,601	$ 6,936	$ 7,288	$ 7,655	$ 8,040	$ 8,447	$ 8,663	$ 8,881	$ 9,099
			$ 79,212	$ 83,232	$ 87,456	$ 91,860	$ 96,480	$ 101,364	$ 103,956	$ 106,572	$ 109,188
44	Senior Development Engineer		$ 39.05	$ 41.08	$ 43.07	$ 45.28	$ 47.54	$ 49.98	$ 51.24	$ 52.49	$ 53.84
			$ 6,769	$ 7,120	$ 7,466	$ 7,849	$ 8,241	$ 8,663	$ 8,881	$ 9,099	$ 9,333
			$ 81,228	$ 85,440	$ 89,592	$ 94,188	$ 98,892	$ 103,956	$ 106,572	$ 109,188	$ 111,996
45			$ 40.02	$ 42.05	$ 44.16	$ 46.38	$ 48.73	$ 51.24	$ 52.49	$ 53.84	$ 55.18
			$ 6,936	$ 7,288	$ 7,655	$ 8,040	$ 8,447	$ 8,881	$ 9,099	$ 9,333	$ 9,564
			$ 83,232	$ 87,456	$ 91,860	$ 96,480	$ 101,364	$ 106,572	$ 109,188	$ 111,996	$ 114,768
46	Senior Planner		$ 41.08	$ 43.07	$ 45.28	$ 47.54	$ 49.98	$ 52.49	$ 53.84	$ 55.18	$ 56.58
	Senior Project Engineer		$ 7,120	$ 7,466	$ 7,849	$ 8,241	$ 8,663	$ 9,099	$ 9,333	$ 9,564	$ 9,807
			$ 85,440	$ 89,592	$ 94,188	$ 98,892	$ 103,956	$ 109,188	$ 111,996	$ 114,768	$ 117,684

City of Oregon City - AFSCME Salary Schedule **3.0% COLA** **July 1, 2024 - June 30, 2025**

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	Nutrition Assistant		$ 17.02	$ 17.84	$ 18.76	$ 19.64	$ 20.66	$ 21.69	$ 22.21	$ 22.83	$ 23.38
			$ 2,950	$ 3,092	$ 3,251	$ 3,405	$ 3,581	$ 3,760	$ 3,850	$ 3,957	$ 4,052
			$ 35,400	$ 37,104	$ 39,012	$ 40,860	$ 42,972	$ 45,120	$ 46,200	$ 47,484	$ 48,624
10			$ 17.43	$ 18.30	$ 19.20	$ 20.19	$ 21.15	$ 22.21	$ 22.83	$ 23.38	$ 23.94
			$ 3,022	$ 3,172	$ 3,328	$ 3,499	$ 3,666	$ 3,850	$ 3,957	$ 4,052	$ 4,150
			$ 36,264	$ 38,064	$ 39,936	$ 41,988	$ 43,992	$ 46,200	$ 47,484	$ 48,624	$ 49,800
11			$ 17.84	$ 18.76	$ 19.64	$ 20.66	$ 21.69	$ 22.83	$ 23.38	$ 23.94	$ 24.55
			$ 3,092	$ 3,251	$ 3,405	$ 3,581	$ 3,760	$ 3,957	$ 4,052	$ 4,150	$ 4,255
			$ 37,104	$ 39,012	$ 40,860	$ 42,972	$ 45,120	$ 47,484	$ 48,624	$ 49,800	$ 51,060
12	Food Service Worker		$ 18.30	$ 19.20	$ 20.19	$ 21.15	$ 22.21	$ 23.38	$ 23.94	$ 24.55	$ 25.18
			$ 3,172	$ 3,328	$ 3,499	$ 3,666	$ 3,850	$ 4,052	$ 4,150	$ 4,255	$ 4,364
			$ 38,064	$ 39,936	$ 41,988	$ 43,992	$ 46,200	$ 48,624	$ 49,800	$ 51,060	$ 52,368
13	Accounting Clerk I		$ 18.76	$ 19.64	$ 20.66	$ 21.69	$ 22.83	$ 23.94	$ 24.55	$ 25.18	$ 25.78
			$ 3,251	$ 3,405	$ 3,581	$ 3,760	$ 3,957	$ 4,150	$ 4,255	$ 4,364	$ 4,469
			$ 39,012	$ 40,860	$ 42,972	$ 45,120	$ 47,484	$ 49,800	$ 51,060	$ 52,368	$ 53,628
14			$ 19.20	$ 20.19	$ 21.15	$ 22.21	$ 23.38	$ 24.55	$ 25.18	$ 25.78	$ 26.46
			$ 3,328	$ 3,499	$ 3,666	$ 3,850	$ 4,052	$ 4,255	$ 4,364	$ 4,469	$ 4,586
			$ 39,936	$ 41,988	$ 43,992	$ 46,200	$ 48,624	$ 51,060	$ 52,368	$ 53,628	$ 55,032
15	Office Specialist I		$ 19.64	$ 20.66	$ 21.69	$ 22.83	$ 23.94	$ 25.18	$ 25.78	$ 26.46	$ 27.25
	Senior Center Van Driver		$ 3,405	$ 3,581	$ 3,760	$ 3,957	$ 4,150	$ 4,364	$ 4,469	$ 4,586	$ 4,723
			$ 40,860	$ 42,972	$ 45,120	$ 47,484	$ 49,800	$ 52,368	$ 53,628	$ 55,032	$ 56,676
16			$ 20.19	$ 21.15	$ 22.21	$ 23.38	$ 24.55	$ 25.78	$ 26.46	$ 27.25	$ 27.76
			$ 3,499	$ 3,666	$ 3,850	$ 4,052	$ 4,255	$ 4,469	$ 4,586	$ 4,723	$ 4,812
			$ 41,988	$ 43,992	$ 46,200	$ 48,624	$ 51,060	$ 53,628	$ 55,032	$ 56,676	$ 57,744
17			$ 20.66	$ 21.69	$ 22.83	$ 23.94	$ 25.18	$ 26.46	$ 27.25	$ 27.76	$ 28.45
			$ 3,581	$ 3,760	$ 3,957	$ 4,150	$ 4,364	$ 4,586	$ 4,723	$ 4,812	$ 4,932
			$ 42,972	$ 45,120	$ 47,484	$ 49,800	$ 52,368	$ 55,032	$ 56,676	$ 57,744	$ 59,184
18			$ 21.15	$ 22.21	$ 23.38	$ 24.55	$ 25.78	$ 27.25	$ 27.76	$ 28.45	$ 29.17
			$ 3,666	$ 3,850	$ 4,052	$ 4,255	$ 4,469	$ 4,723	$ 4,812	$ 4,932	$ 5,056
			$ 43,992	$ 46,200	$ 48,624	$ 51,060	$ 53,628	$ 56,676	$ 57,744	$ 59,184	$ 60,672
19			$ 21.69	$ 22.83	$ 23.94	$ 25.18	$ 26.46	$ 27.76	$ 28.45	$ 29.17	$ 29.90
			$ 3,760	$ 3,957	$ 4,150	$ 4,364	$ 4,586	$ 4,812	$ 4,932	$ 5,056	$ 5,183
			$ 45,120	$ 47,484	$ 49,800	$ 52,368	$ 55,032	$ 57,744	$ 59,184	$ 60,672	$ 62,196
20			$ 22.21	$ 23.38	$ 24.55	$ 25.78	$ 27.25	$ 28.45	$ 29.17	$ 29.90	$ 30.64
			$ 3,850	$ 4,052	$ 4,255	$ 4,469	$ 4,723	$ 4,932	$ 5,056	$ 5,183	$ 5,311
			$ 46,200	$ 48,624	$ 51,060	$ 53,628	$ 56,676	$ 59,184	$ 60,672	$ 62,196	$ 63,732
21	Accounting Clerk II	Office Specialist II	$ 22.83	$ 23.94	$ 25.18	$ 26.46	$ 27.76	$ 29.17	$ 29.90	$ 30.64	$ 31.43
	Library Assistant I	Program Assistant	$ 3,957	$ 4,150	$ 4,364	$ 4,586	$ 4,812	$ 5,056	$ 5,183	$ 5,311	$ 5,448
			$ 47,484	$ 49,800	$ 52,368	$ 55,032	$ 57,744	$ 60,672	$ 62,196	$ 63,732	$ 65,376

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
22			$ 23.38	$ 24.55	$ 25.78	$ 27.25	$ 28.45	$ 29.90	$ 30.64	$ 31.43	$ 32.22
			$ 4,052	$ 4,255	$ 4,469	$ 4,723	$ 4,932	$ 5,183	$ 5,311	$ 5,448	$ 5,584
			$ 48,624	$ 51,060	$ 53,628	$ 56,676	$ 59,184	$ 62,196	$ 63,732	$ 65,376	$ 67,008
23	Customer Accounting Clerk		$ 23.94	$ 25.18	$ 26.46	$ 27.76	$ 29.17	$ 30.64	$ 31.43	$ 32.22	$ 32.99
	Recreation Programmer		$ 4,150	$ 4,364	$ 4,586	$ 4,812	$ 5,056	$ 5,311	$ 5,448	$ 5,584	$ 5,719
			$ 49,800	$ 52,368	$ 55,032	$ 57,744	$ 60,672	$ 63,732	$ 65,376	$ 67,008	$ 68,628
24	Library Assistant II		$ 24.55	$ 25.78	$ 27.25	$ 28.45	$ 29.90	$ 31.43	$ 32.22	$ 32.99	$ 33.84
	Office Specialist III		$ 4,255	$ 4,469	$ 4,723	$ 4,932	$ 5,183	$ 5,448	$ 5,584	$ 5,719	$ 5,866
			$ 51,060	$ 53,628	$ 56,676	$ 59,184	$ 62,196	$ 65,376	$ 67,008	$ 68,628	$ 70,392
25	Engineering Technician I	Utility Customer Service Rep.	$ 25.18	$ 26.46	$ 27.76	$ 29.17	$ 30.64	$ 32.22	$ 32.99	$ 33.84	$ 34.65
	Parks Maintenance Specialist I	Utility Maintenance Specialist I	$ 4,364	$ 4,586	$ 4,812	$ 5,056	$ 5,311	$ 5,584	$ 5,719	$ 5,866	$ 6,006
	Permit Technician	Program Specialist - Tourism	$ 52,368	$ 55,032	$ 57,744	$ 60,672	$ 63,732	$ 67,008	$ 68,628	$ 70,392	$ 72,072
26	Library Assistant III		$ 25.78	$ 27.25	$ 28.45	$ 29.90	$ 31.43	$ 32.99	$ 33.84	$ 34.65	$ 35.55
	Library Safety Specialist		$ 4,469	$ 4,723	$ 4,932	$ 5,183	$ 5,448	$ 5,719	$ 5,866	$ 6,006	$ 6,162
			$ 53,628	$ 56,676	$ 59,184	$ 62,196	$ 65,376	$ 68,628	$ 70,392	$ 72,072	$ 73,944
27	Accounting Technician	Meals on Wheels Coordinator	$ 26.46	$ 27.76	$ 29.17	$ 30.64	$ 32.22	$ 33.84	$ 34.65	$ 35.55	$ 36.42
	Administrative Assistant		$ 4,586	$ 4,812	$ 5,056	$ 5,311	$ 5,584	$ 5,866	$ 6,006	$ 6,162	$ 6,313
	Senior Recreation Programmer		$ 55,032	$ 57,744	$ 60,672	$ 63,732	$ 67,008	$ 70,392	$ 72,072	$ 73,944	$ 75,756
28	Planning Technician		$ 27.25	$ 28.45	$ 29.90	$ 31.43	$ 32.99	$ 34.65	$ 35.55	$ 36.42	$ 37.35
			$ 4,723	$ 4,932	$ 5,183	$ 5,448	$ 5,719	$ 6,006	$ 6,162	$ 6,313	$ 6,474
			$ 56,676	$ 59,184	$ 62,196	$ 65,376	$ 68,628	$ 72,072	$ 73,944	$ 75,756	$ 77,688
29	Bldg Facility Maintenance Specialist	Mechanic	$ 27.76	$ 29.17	$ 30.64	$ 32.22	$ 33.84	$ 35.55	$ 36.42	$ 37.35	$ 38.27
	Environmental Services Tech I	Parks Maintenance Specialist II	$ 4,812	$ 5,056	$ 5,311	$ 5,584	$ 5,866	$ 6,162	$ 6,313	$ 6,474	$ 6,634
	Circulation Coordinator	Recreation Program Coordinator	$ 57,744	$ 60,672	$ 63,732	$ 67,008	$ 70,392	$ 73,944	$ 75,756	$ 77,688	$ 79,608
	Librarian	Utility Maintenance Specialist II									
30			$ 28.45	$ 29.90	$ 31.43	$ 32.99	$ 34.65	$ 36.42	$ 37.35	$ 38.27	$ 39.23
			$ 4,932	$ 5,183	$ 5,448	$ 5,719	$ 6,006	$ 6,313	$ 6,474	$ 6,634	$ 6,799
			$ 59,184	$ 62,196	$ 65,376	$ 68,628	$ 72,072	$ 75,756	$ 77,688	$ 79,608	$ 81,588
31	Client Services Coordinator	Permit Coordinator	$ 29.17	$ 30.64	$ 32.22	$ 33.84	$ 35.55	$ 37.35	$ 38.27	$ 39.23	$ 40.22
	Customer Accounting Coord.	Senior Accounting Technician	$ 5,056	$ 5,311	$ 5,584	$ 5,866	$ 6,162	$ 6,474	$ 6,634	$ 6,799	$ 6,972
	Engineering Technician II	Utility Maintenance Specialist III	$ 60,672	$ 63,732	$ 67,008	$ 70,392	$ 73,944	$ 77,688	$ 79,608	$ 81,588	$ 83,664
	Parks Maintenance Specialist III										
32	Economic Development Coordinator		$ 29.90	$ 31.43	$ 32.99	$ 34.65	$ 36.42	$ 38.27	$ 39.23	$ 40.22	$ 41.22
	Senior Administrative Assistant		$ 5,183	$ 5,448	$ 5,719	$ 6,006	$ 6,313	$ 6,634	$ 6,799	$ 6,972	$ 7,144
			$ 62,196	$ 65,376	$ 68,628	$ 72,072	$ 75,756	$ 79,608	$ 81,588	$ 83,664	$ 85,728
33	Assistant Planner	GIS Technician	$ 30.64	$ 32.22	$ 33.84	$ 35.55	$ 37.35	$ 39.23	$ 40.22	$ 41.22	$ 42.31
	Building Inspector Trainee	Lead Mechanic	$ 5,311	$ 5,584	$ 5,866	$ 6,162	$ 6,474	$ 6,799	$ 6,972	$ 7,144	$ 7,334
	IT Technician	Parks Maintenance Team Leader	$ 63,732	$ 67,008	$ 70,392	$ 73,944	$ 77,688	$ 81,588	$ 83,664	$ 85,728	$ 88,008
	Customer Service Team Leader	Utility Maintenance Team Leader									
	Engineering Technician III										

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
34	Librarian II		$ 31.43	$ 32.99	$ 34.65	$ 36.42	$ 38.27	$ 40.22	$ 41.22	$ 42.31	$ 43.31
			$ 5,448	$ 5,719	$ 6,006	$ 6,313	$ 6,634	$ 6,972	$ 7,144	$ 7,334	$ 7,507
			$ 65,376	$ 68,628	$ 72,072	$ 75,756	$ 79,608	$ 83,664	$ 85,728	$ 88,008	$ 90,084
35	Accountant		$ 32.22	$ 33.84	$ 35.55	$ 37.35	$ 39.23	$ 41.22	$ 42.31	$ 43.31	$ 44.37
	Asset Management Specialist		$ 5,584	$ 5,866	$ 6,162	$ 6,474	$ 6,799	$ 7,144	$ 7,334	$ 7,507	$ 7,690
			$ 67,008	$ 70,392	$ 73,944	$ 77,688	$ 81,588	$ 85,728	$ 88,008	$ 90,084	$ 92,280
36	Associate Engineer		$ 32.99	$ 34.65	$ 36.42	$ 38.27	$ 40.22	$ 42.31	$ 43.31	$ 44.37	$ 45.49
	Construction Inspector		$ 5,719	$ 6,006	$ 6,313	$ 6,634	$ 6,972	$ 7,334	$ 7,507	$ 7,690	$ 7,885
			$ 68,628	$ 72,072	$ 75,756	$ 79,608	$ 83,664	$ 88,008	$ 90,084	$ 92,280	$ 94,620
37	Building Inspector I	Water Quality Coordinator	$ 33.84	$ 35.55	$ 37.35	$ 39.23	$ 41.22	$ 43.31	$ 44.37	$ 45.49	$ 46.64
	Business Analyst		$ 5,866	$ 6,162	$ 6,474	$ 6,799	$ 7,144	$ 7,507	$ 7,690	$ 7,885	$ 8,084
	IT Specialist		$ 70,392	$ 73,944	$ 77,688	$ 81,588	$ 85,728	$ 90,084	$ 92,280	$ 94,620	$ 97,008
38	Development Engineer		$ 34.65	$ 36.42	$ 38.27	$ 40.22	$ 42.31	$ 44.37	$ 45.49	$ 46.64	$ 47.78
	GIS Analyst		$ 6,006	$ 6,313	$ 6,634	$ 6,972	$ 7,334	$ 7,690	$ 7,885	$ 8,084	$ 8,281
	Senior Accountant		$ 72,072	$ 75,756	$ 79,608	$ 83,664	$ 88,008	$ 92,280	$ 94,620	$ 97,008	$ 99,372
39			$ 35.55	$ 37.35	$ 39.23	$ 41.22	$ 43.31	$ 45.49	$ 46.64	$ 47.78	$ 48.97
			$ 6,162	$ 6,474	$ 6,799	$ 7,144	$ 7,507	$ 7,885	$ 8,084	$ 8,281	$ 8,488
			$ 73,944	$ 77,688	$ 81,588	$ 85,728	$ 90,084	$ 94,620	$ 97,008	$ 99,372	$ 101,856
40	Building Inspector II	Senior Business Analyst	$ 36.42	$ 38.27	$ 40.22	$ 42.31	$ 44.37	$ 46.64	$ 47.78	$ 48.97	$ 50.19
	Planner	Senior Construction Inspector	$ 6,313	$ 6,634	$ 6,972	$ 7,334	$ 7,690	$ 8,084	$ 8,281	$ 8,488	$ 8,700
	Plans Examiner	Senior Environmental Coordiantor	$ 75,756	$ 79,608	$ 83,664	$ 88,008	$ 92,280	$ 97,008	$ 99,372	$ 101,856	$ 104,400
	Project Engineer										
41	GIS Coordinator		$ 37.35	$ 39.23	$ 41.22	$ 43.31	$ 45.49	$ 47.78	$ 48.97	$ 50.19	$ 51.48
	Network Analyst		$ 6,474	$ 6,799	$ 7,144	$ 7,507	$ 7,885	$ 8,281	$ 8,488	$ 8,700	$ 8,923
			$ 77,688	$ 81,588	$ 85,728	$ 90,084	$ 94,620	$ 99,372	$ 101,856	$ 104,400	$ 107,076
42	Sr Building Inspector/Plans Examiner		$ 38.27	$ 40.22	$ 42.31	$ 44.37	$ 46.64	$ 48.97	$ 50.19	$ 51.48	$ 52.77
			$ 6,634	$ 6,972	$ 7,334	$ 7,690	$ 8,084	$ 8,488	$ 8,700	$ 8,923	$ 9,147
			$ 79,608	$ 83,664	$ 88,008	$ 92,280	$ 97,008	$ 101,856	$ 104,400	$ 107,076	$ 109,764
43			$ 39.23	$ 41.22	$ 43.31	$ 45.49	$ 47.78	$ 50.19	$ 51.48	$ 52.77	$ 54.07
			$ 6,799	$ 7,144	$ 7,507	$ 7,885	$ 8,281	$ 8,700	$ 8,923	$ 9,147	$ 9,372
			$ 81,588	$ 85,728	$ 90,084	$ 94,620	$ 99,372	$ 104,400	$ 107,076	$ 109,764	$ 112,464
44	Senior Development Engineer		$ 40.22	$ 42.31	$ 44.37	$ 46.64	$ 48.97	$ 51.48	$ 52.77	$ 54.07	$ 55.46
			$ 6,972	$ 7,334	$ 7,690	$ 8,084	$ 8,488	$ 8,923	$ 9,147	$ 9,372	$ 9,613
			$ 83,664	$ 88,008	$ 92,280	$ 97,008	$ 101,856	$ 107,076	$ 109,764	$ 112,464	$ 115,356
45			$ 41.22	$ 43.31	$ 45.49	$ 47.78	$ 50.19	$ 52.77	$ 54.07	$ 55.46	$ 56.83
			$ 7,144	$ 7,507	$ 7,885	$ 8,281	$ 8,700	$ 9,147	$ 9,372	$ 9,613	$ 9,851
			$ 85,728	$ 90,084	$ 94,620	$ 99,372	$ 104,400	$ 109,764	$ 112,464	$ 115,356	$ 118,212
46	Senior Planner		$ 42.31	$ 44.37	$ 46.64	$ 48.97	$ 51.48	$ 54.07	$ 55.46	$ 56.83	$ 58.28
	Senior Project Engineer		$ 7,334	$ 7,690	$ 8,084	$ 8,488	$ 8,923	$ 9,372	$ 9,613	$ 9,851	$ 10,101
			$ 88,008	$ 92,280	$ 97,008	$ 101,856	$ 107,076	$ 112,464	$ 115,356	$ 118,212	$ 121,212

APPENDIX B - PUBLIC WORKS EMERGENCY SHIFT CHANGE NOTIFICATION (ESC)

(Refer to Article 12)

The City expects all Public Works employees to respond as needed in the event of an emergency such as natural disasters, local emergencies, winter weather response, or other kinds of community demands for emergency public service. Under no circumstances shall a regular full-time employee end up with a short number of pay period work hours due to an ESC. When these events occur ESC may be implemented by Management and the following would apply:

A. <u>ESC hours of work.</u>

Hours worked under an ESC may vary based on the emergency needs, however it is the intent of this MOU to establish schedule guidelines as follows:

1) Regular Day Shift (regularly scheduled workweek) – 7:00 a.m. to 4:30 p.m. (1/2-hour lunch). This shift does not qualify for Overtime Pay under an ESC event as identified in Section D below.
2) Non-Regular Day Shift (Saturday, Sunday, Holidays, or regularly scheduled Friday off) – 7:30 a.m. to 4:00 p.m. (1/2-hour lunch)
3) Swing Shift - 3:30 p.m. to 12:00 a.m. (1/2-hour lunch)
4) Graveyard Shift – 11:30 p.m. to 8 a.m. (1/2-hour lunch)

B. <u>Signing up for ESC.</u>

The ESC will be first offered to volunteers in accordance with a list. If there are inadequate volunteers or if certain staff are needed for their skill and knowledge, or if the volunteers are unfairly balanced amongst the various Divisions shifts may be assigned as needed. The City will attempt to fill the list in inverse order of seniority when practical. A new list of shift assignments shall be created every year, preferable on or around July 1 and shall be in effect for the ensuing twelve (12) month period. Employees will sign-up for desired shifts by seniority.

C. <u>Participation in ESC.</u>

All called upon Public Works employees shall participate in ESC.

D. <u>Overtime Pay under ESC.</u>

Employees who work ESC shift(s) 2, 3, and 4 identified in Section A above will be compensated at a rate of one and one-half (1.5) hours of pay for every hour worked during the first two (2) days of an emergency, beginning with the first Non-Regular Day Shift, Swing Shift or Graveyard Shift.

The overtime pay policy under the ESC scenario shall conform to the overtime provisions of the Federal Fair Labor Standards Act and Article 6 of the Collective Bargaining Agreement.

E. Emergency Shift Change Compensation.

Employees who provide emergency services pursuant to this memo shall be entitled to Emergency Shift Change Compensation in accordance with Article 11, but shall not be paid “call back” pay as provided in Article 35.2.

F. Notification and Cancellation of ESC.

Events that might justify implementation of an ESC are typically difficult to schedule. In an effort to provide some level of notice, the City shall publish an ESC schedule annually that identifies staff and their assigned shift. In addition, Management will make a strong effort to provide employees notice of the ESC as early in the emergency as possible. If an employee is scheduled to work an altered shift and it is cancelled without at least eight (8) hours of notification, the employee will be paid for that altered shift in accordance with paragraph D. When returning to their regular schedule, an employee may request not to work their next regular shift of the week or may work part of the next regular shift of the week. The Supervisor may send the employee home during their next regular shift if the Supervisor deems the employee to be a health or safety risk due to employee fatigue.

APPENDIX C – FLEX TIME AGREEMENT

FLEX TIME AGREEMENT FORM

Article 5 of this AFSCME collective bargaining agreement establishes flex time and a flex time agreement requirement. The City Flex Time Agreement ("FTA") is described in this Appendix and flex time will be administered and applied based on the following guidelines which are not contractual and are established for instructional and informational purposes:

The Alternate Workweek is an exception to the General Rule. The "Alternate Workweek" enables employees whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting time, and varied workdays and days off within a workweek without overtime expense to the City, and (2) to flex time off within the same workweek as determined in accordance with Article 5 to meet operational needs under the Alternate Workweek and/or personal needs consistent with the City's requirements.

Employees who wish to work under the Alternative Workweek exception routinely and gain the ability to flex time off without need of the supervisor's approval in each instance must be so designated by the Department Head on a Personnel Action Form. Employees so designated will be paid at the overtime rate only for hours worked in excess of the regularly scheduled hours of work in the workweek and not for daily overtime otherwise provided for as a General Rule under the contract. The Alternate Workweek designation shall be voluntary for each employee, and shall be approved by the employee's Department Head, and must be approved case-by-case by the Human Resources Director.

The City shall utilize a FTA the terms of which, at a minimum, shall set forth the following:

AFSCME FLEX TIME AGREEMENT

This Flex Time Agreement ("FTA") is voluntary. If an employee chooses to work subject to a FTA this Agreement must be submitted to and approved by the Human Resources Director. Upon approval the Agreement will be placed in the employee's HR file and documented by Personnel Action Form (PAF). The PAF shall control the validity and applicability of any FTA. No FTA shall become effective until the City's acceptance reflected by PAF.

This FTA enables an employee whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting times, and varied workdays and days off within a workweek without overtime expense to the City, (2) to flex time off within the same workweek, and (3) to meet operational and personal needs without administrative process. Employees who wish to work under a FTA in order to routinely gain the ability to flex time off without need of supervisor's approval in each instance may sign this form of agreement.

Under Article~~s~~ 5 of the AFSCME agreement a bargaining unit employee has the right to daily overtime. However, by signing this FTA the employee understands that the right to such overtime compensation is waived to the extent that flex time applies. If an employee signs this Agreement, the employee will be paid at the overtime rate only for hours worked in excess of forty (40) hours in the workweek, and not for daily overtime otherwise provided for as a General Rule under the contract.

By signing below, I understand the terms of this FTA. I understand if I wish to revoke this Agreement, I must do so in writing. A revocation will take effect the first day of the month following written notice of at least seven (7) calendar days, provided however that if the essential functions of my position require that I work subject to a FTA and this requirement is stated in the position description, then I will not have the option to revoke a FTA made at the time I accept employment, transfer, bumping, recall, or promotion.

Department Head Signature	Printed Name	Date
Human Resources Signature	Printed Name	Date
Employee Signature	Printed Name	Date

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 02/01/2023

From: Public Works Director John M. Lewis, PE

SUBJECT:

Public Works Water Division Property Acquisition Proposal

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the purchase of a portion of the real property located at 16017 S. Henrici Road.

BACKGROUND:

A partition plat created two parcels in 1993: Parcel 1 with 3.988 +/- acres and Parcel 2 with 15.696 +/- acres. The City purchased Parcel 1 for construction of its Henrici Reservoir and secured a permanent access easement across Parcel 2 providing access from Henrici Road.

In 2022, the City completed an Upper System Analysis which identified a need for a second reservoir at the Henrici site. The subject property would provide sufficient area for construction of the new reservoir in its needed location, adjacent to the existing Henrici Reservoir.

In late 2022, the property owner of Parcel 2 (located at 16017 S. Henrici Road) notified the City of its intention to sell. The owners of Parcel 2 wish to partition their property to retain the home and primary outbuildings but wish to sell the remaining property.

SUMMARY:

The City has successfully negotiated an agreement to purchase a portion of the property, with purchase subject to City Commission approval. The agreement, attached, sets an agreed upon price per acre. The final purchase price will be determined upon completion of a lot line adjustment to create a smaller Parcel 2 with the home (which will be retained by the Seller) and the new, larger Parcel 1 (which will be owned by the City). The estimated acreage for City purchase is 13 acres, which is the basis of the purchase price.

City ownership of the neighboring parcel would provide the needed property to construct the needed future reservoir as well as provide more flexibility for siting its Henrici Pump Station (replacement of the Fairway Downs Pump Station).

OPTIONS:

1. Authorize the City Manager to proceed with the purchase of 16017 S. Henrici Road.
2. Authorize the City Manager to proceed with the purchase with specific modifications.
3. Deny the purchase request.

BUDGET IMPACT:

Amount: $998,855

FY(s): 2022-23

Funding Source(s): Water Fund

AGREEMENT FOR PURCHASE OF PROPERTY

Seller: **Brian J. Gornick and Nicole F. Gornick**
16017 S. Henrici Road
Oregon City, OR 97045-8179

Buyer: **City of Oregon City**
625 Center Street
Oregon City, OR 97045
Attention: Tony Konkol, City Manager

RECITALS

A. Seller is the owner of real property legally described as Parcel 2, Partition Plat 1993-88, Clackamas County, Oregon consisting of approximately 15.70 acres ("Parcel 2"). Buyer is the owner of real property legally described as Parcel 1, Partition Plat 1993-88, Clackamas County, Oregon consisting of approximately 3.99 acres ("Parcel 1").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, a portion of Parcel 2 consisting of approximately 13.0 acres as generally depicted in Exhibit A hereto (the "Property"). Such sale would be effected pursuant to a lot line adjustment between Parcel 1 and Parcel 2.

NOW, THEREFORE, based upon the foregoing recitals and the mutual covenants hereinafter set forth, Seller and Buyer agree as follows:

AGREEMENTS

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property subject to the terms of this Agreement.

2. **Purchase Price and Payment.** The purchase price for the Property shall be equal to Seventy-Six Thousand Eight Hundred Thirty Five and No/100 Dollars ($76,835.00) per acre of the Property. Based on the Property having an assumed acreage of 13.0, the purchase price for the Transferred Property would be Nine Hundred Ninety-Eight Thousand Eight Hundred Fifty-Five and No/100 Dollars ($998,855.00). The purchase price shall be payable in full in cash upon closing. The actual acreage of the Property shall be determined as part of the Lot Line Adjustment (as such term is defined below) and shall be the acreage determined by Buyer's Registered Professional Land Surveyor engaged by Buyer in connection with the Lot Line Adjustment.

3. **Title Report.** Fidelity National Title Company, 900 SW Fifth Avenue, Portland, Oregon – Attention: Shawnda Reszel, email shawnda.reszel@fnf.com (the "Title Company") has issued a preliminary title report (the "Title Report") with an effective date of January 10, 2023

issued under Order No.: 45142300285. As used herein, exceptions 8, 9, 10, 11 and 12 from Schedule B, Part II of the Title Report shall be deemed "Permitted Exceptions."

4. **Lot Line Adjustment**. The sale of the Property is contingent upon Buyer obtaining the approval of the adjustment of lot lines between Parcel 2 currently owned by Seller and Parcel 1 currently owned by Buyer. Buyer shall be responsible at its cost and expense (subject to the LLA Cost Credit as such term is defined in Section 10 below) to promptly prepare and submit an application to obtain a lot line adjustment allowing the adjustment of the applicable lot lines to allow for the sale of Property to Buyer and thus adjusting both Parcel 1 and Parcel 2 (the "Lot Line Adjustment"). Buyer shall timely pursue the Lot Line Adjustment. The Lot Line Adjustment may take the form of any process legally adjusting the lot lines of Parcel 1 and Parcel 2 including a so called "Re-Plat." Seller shall reasonably cooperate with Buyer in obtaining the Lot Line Adjustment. Buyer and Seller each reserve the right to approve any conditions imposed by Clackamas County, Oregon in connection with the Lot Line Adjustment ("Lot Line Approval Conditions"). Neither Buyer nor Seller shall unreasonably withhold, condition or delay approval of any Lot Line Approval Conditions. If the conditions set forth in this Section 4 are not satisfied on or before July 28, 2023, this Agreement shall terminate and Buyer and Seller shall have no further liability or obligations under this Agreement, unless otherwise mutually agreed upon in writing by both parties.

5. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

(a) Seller has received no written notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, or rules or regulation with respect to the existence, maintenance or operation of the Property.

(b) There are no lawsuits, actions, claims or proceedings pending by any party against Seller in connection with the Property or against the Property.

(c) Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated herein.

(d) There are no leases, licenses or other occupancy agreements or any options to purchase in effect in which Seller has granted any party rights to purchase, possession or use of the Property or any portion thereof.

(e) The purchase price for the Property is sufficient for Seller to pay all liens and encumbrances affecting the Property and Seller's obligations to pay the costs and taxes set forth in this Agreement.

(f) Seller has not engaged a real estate broker in connection with this Agreement.

(g) Seller is not a "foreign person" which would subject Buyer to the withholding tax provisions of Section 1445 of the Internal Revenue Code of 1986, as amended.

The foregoing representations and warranties shall be true and correct at closing and shall survive closing.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

(a) Buyer has the full right, power and authority to enter into this Agreement and to perform Buyer's obligations hereunder and the individual executing this Agreement on behalf of Buyer has been duly authorized to do so.

(b) Buyer has not engaged a real estate broker in connection with this Agreement.

The foregoing representations and warranties shall be true and correct at closing and shall survive closing.

7. **As Is Purchase**. Except as to any representation or warranty of Seller set forth in Section 5 above and any covenants, warranties, obligations or agreements set forth in the Deed that for avoidance of doubt shall survive Closing, Buyer agrees that it is purchasing the Property in its "AS-IS" condition.

8. **Right of Entry.** Buyer, its authorized agents, employees and independent contractors (collectively, the "Buyer Parties") are hereby granted the right to enter upon the Property at reasonable times and upon written notice to Seller, for the purpose of making or conducting any inspection, investigation, test or survey reasonably related to the purchase of the Property or the satisfaction of Buyer's contingencies hereunder, subject to the following:

(a) Any damage to the Property shall be promptly repaired by Buyer and the Property restored to the same state as existed prior to such entry.

(b) Buyer shall keep the Property free from liens in connection with any such entry.

(c) Buyer Parties shall not perform any invasive testing of the Property without Seller's consent.

(d) Buyer shall not interfere with Seller's ordinary operations on the Property.

Buyer's obligations under this Section 8 shall survive any termination of this Agreement or Buyer's closing on the purchase of the Property.

9. **Condemnation.** If prior to the closing date condemnation proceedings are commenced against the Property or any part thereof, then at Buyer's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Buyer shall receive any

condemnation proceeds attributable to condemnation, which proceeds shall not be credited against Buyer's obligation to pay the purchase price.

10. **Closing, Escrow, Prorates, Taxes.**

(a) If the conditions set forth in Sections 3, 4 and 5 have been timely satisfied or waived, the purchase and sale shall close on or before the date that is ten (10) business days after satisfaction of all conditions to the Lot Line Adjustment approval have been satisfied (other than recording any deeds necessary to complete the Lot Line Adjustment such as the Deed (as such term is defined below)). Buyer shall be entitled to a credit against the purchase price in the amount of Buyer's costs and expenses incurred in connection with the propose lot line adjustment up to but in no event exceeding $15,000.00 (the "LLA Cost Credit").

(b) Buyer and Seller acknowledge that, pursuant to ORS 311.411, all property taxes, including taxes which are a lien not yet due and payable and all deferred taxes, must be paid before the Deed can be recorded. Not less than two (2) business days prior to the Closing Date, Seller shall ensure that all taxes (even if not yet due and payable and all deferred taxes) are paid in full, so that the Title Company is able to obtain a tax certificate to comply with ORS 311.411. Seller shall not be entitled to a credit or reimbursement for any real property taxes paid or payable in connection with the Property.

11. **Deed, Title Insurance.** Upon closing, Seller will convey the Property to Buyer by an Oregon form of statutory warranty deed subject only to the Permitted Exceptions (the "Deed"). At closing, Seller, at Seller's expense, shall deliver to Buyer a standard title insurance policy in the amount of the purchase price insuring title in the Property to be vested in Buyer subject only to the standard printed exceptions and the Permitted Exceptions from the Title Report.

12. **Other Closing Matters.** Buyer's obligation to close is subject to performance by Seller of all of its obligations pursuant to this Agreement and the accuracy of Seller's representations and warranties at the Closing Date. Buyer shall be entitled to possession of the Property on the Closing Date. At Closing, Buyer and Seller shall execute such documents as are customary to consummate a sale of real property (e.g. escrow instructions, FIRPTA, Oregon Department of Revenue withholding documents).

13. **Default by Seller.** In the event this purchase, and sale does not close by reason of any default of Seller, Buyer shall have as its sole and exclusive remedy the right to: (i) terminate this Agreement, receive a return of the Earnest Money Deposit, and retain a claim against Seller for all costs and expenses incurred by Buyer in connection with this Agreement, or (ii) bring a claim for specific performance of this Agreement provided that Buyer initiates such claim within one hundred eighty (180) days of Seller's default.

14. **Default by Buyer.** In the event that Buyer fails to close the purchase of the Property in accordance with the terms of this Agreement, Seller may as its sole and exclusive remedy terminate this Agreement by giving written notice of termination to Buyer whereupon the Title Company shall immediately release the Earnest Money Deposit to Seller. The parties

have negotiated the amount of the Earnest Money Deposit as a reasonable estimate of the amount of damages to be suffered by Seller in the event of a default by Buyer in such case. The parties agree that the amount of actual damages that Seller would suffer as a result of Buyer's default would be extremely difficult to determine and have agreed, after specific negotiation, that the amount of the Earnest Money Deposit is a reasonable estimate of the Seller's damages for Buyer's failure to close and the net detriment that Seller would suffer from such a default by Buyer and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty.

15. **Commission Approval**. Buyer's obligation to complete the purchase of the Property is subject to approval by Buyer's Commissioners (the "Commission"). Buyer anticipates receiving such Commission approval on or before February 1, 2023. In the event that the Commission does not give its approval to the purchase on or before February 1, 2023, this Agreement shall terminate without further liability to Seller or Buyer unless otherwise mutually agreed upon in writing by both parties. If and upon Commission approval, Buyer shall deposit with the Title Company within ten (10) business days of such approval Ten Thousand and No/100 Dollars ($10,000.00) as earnest money (the "Earnest Money Deposit").

16. **Oregon Statutory Notice**. WARNING: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

17. **General and Miscellaneous Provisions.**

(a) **Prior Agreements**. This Agreement is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

(b) **Time is of the Essence**. Time is expressly made of the essence of each provision of this Agreement.

(c) **Notices**. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, when delivered by private courier service (such as Federal Express), when received if by facsimile (Fax) (with a copy by mail) or three (3) days after being deposited in the United States Mail in certified form, return receipt requested, in each case addressed to the addresses set forth below the names of the parties on the first page hereof, or to such other address as one party may indicate by written notice to the other party. Any notice to Buyer shall include a copy to Chresten J. Gram, Bateman Seidel Miner Blomgren Chellis & Gram, P.C., 1000 SW Broadway, Suite 1910, Portland, Oregon 97205, email cgram@batemanseidel.com and Fax: 503.972.9059.

(d) **Attorney Fees and Costs**. In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred therein.

(e) **Nonwaiver**. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(f) **No Merger**. The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to any party of the Property but shall remain in effect until fulfilled.

(g) **Amendments**. This Agreement may be amended, modified or extended without new consideration but only by written instrument executed by both parties.

(h) **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon.

(i) **Severability**. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(j) **Counting of Days**. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day which is not a Saturday or legal holiday.

(k) **Number, Gender and Captions**. In construing this Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to individuals and/or corporations and partnerships. All captions and section headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

(l) **Binding Effect**. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

(m) **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means intended to preserve the original pictorial appearance of this Agreement or by industry-standard electronic signature software shall have the same legal force and effect as execution by original signatures.

(n) **Date of Execution**. The date of execution ("Execution Date") and effectiveness of this Agreement shall be deemed to be the last date of execution set forth below the name of the respective parties.

[This space left blank intentional – signature page follows]

IN WITNESS WHEREOF, Seller and Buyer execute this Agreement effective as of the Execution Date.

SELLER:

____
Brian J. Gornick

____
Nicole F. Gornick

DATED: _________________, 2023

BUYER:

CITY OF OREGON CITY
an Oregon municipal corporation

By: Tony K
Tony Konkol, City Manager

DATED: 1/19, 2023

IN WITNESS WHEREOF, Seller and Buyer execute this Agreement effective as of the Execution Date.

SELLER:

Brian L. Gornick

Nicole E. Gornick

DATED: January 22, 2023

BUYER:

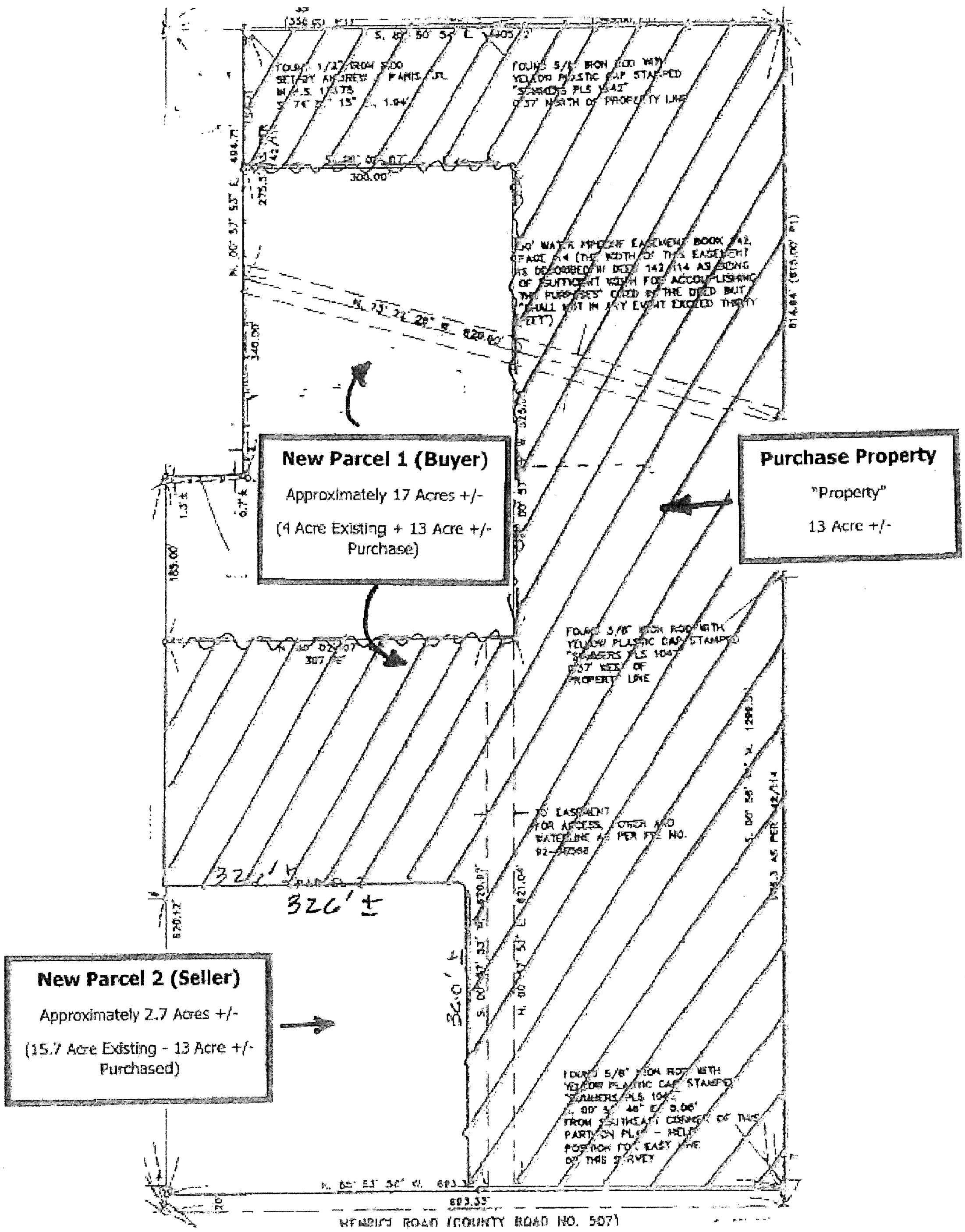
CITY OF OREGON CITY
an Oregon municipal corporation

By: ______________________________
Tony Konkol, City Manager

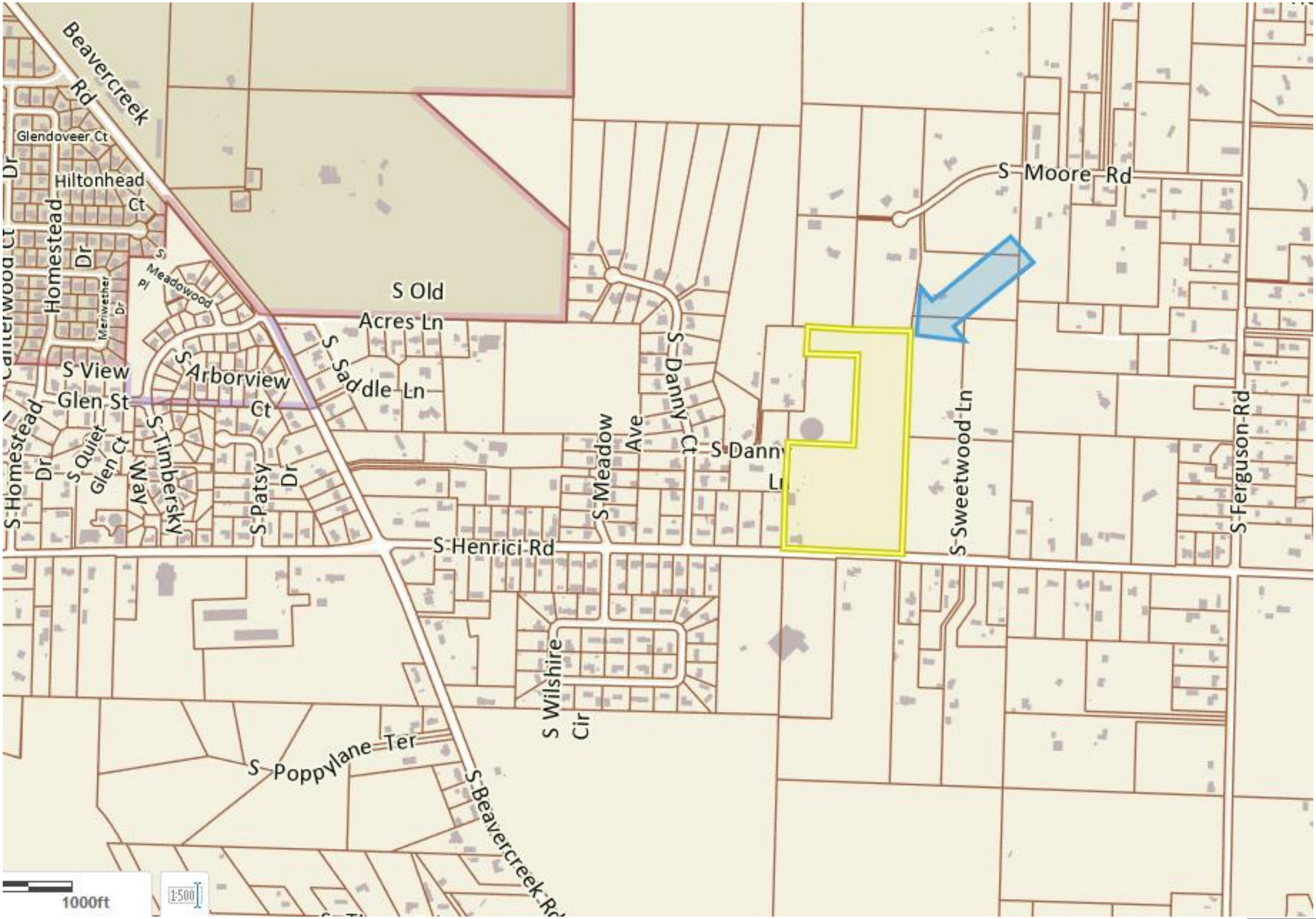
DATED: __________________, 2023

EXHIBIT A

[Depiction of Lot Line Adjustment]



Property Location Map



CITY OF OREGON CITY
CITY COMMISSION JOINT WORK SESSION WITH PRAC
DRAFT MINUTES

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

CONVENE WORK SESSION AND ROLL CALL

Commission President McGriff convened the meeting at 6:01 PM.

PRESENT: 7 - Commissioner Rocky Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Committee Member Steve Williams, Committee Member Joseph Knauf, Committee Member Andy Crump, Committee Chair Troy Bollinger

ABSENT: 4 - Commissioner Frank O'Donnell, Committee Member Tim Wuest, Committee Member Brent Haverkamp, Committee Member Ken Worchester

STAFFERS: 3 - City Manager Tony Konkol, City Recorder Jakob Wiley, Parks and Recreation Director Kendall Reid

DISCUSSION ITEMS

1. Clackamette Park Master Plan Update

Kendall Reid, Parks and Recreation Director, introduced Brian Martin and Kurt Lango with Lango Hansen Landscape Architects to provide an update on the Clackamette Park Master Plan.

Mr. Martin presented an update on the Clackamette Park Master Plan which included site plan options 1, 2, and 3.

Committee Member Williams said he supports the options presented in the draft master plan.

Commissioner Smith discussed concerns with the location of the RV dump and suggested it should not be at the exit of the RV park or near McDonald's. He stated that main thoroughfares should be accessible to vehicles for events and discussed the importance of electrical outlets for events.

Committee Member Bollinger asked about current and projected revenue from the RV park and information on the amount of green space that would result from the proposed master plan. Mr. Reid gave numbers for past RV park revenue and said a decrease in maintenance costs would occur with the proposed master plan. Mr. Reid said that projected RV park revenue would increase due to reduced maintenance costs and increased operating hours.

There was concurrence on charging for the dump station.

Committee Member Bollinger asked for specific numbers on the amount of increased green space. Mr. Martin said he would provide those numbers.

Committee Member Knauf asked about considerations for river accessibility. Mr. Martin reviewed the plan's river access on the Willamette and Clackamas rivers.

Commissioner Smith mentioned the sewer platform on the edge of the Willamette River. Tony Konkol, City Manager, suggested reaching out to Clackamas Water Environment Services to address the sewer platform inside the park.

Commissioner McGriff opined that key features should be highlighted with the park and suggested expanding the RV park portion. Commissioner McGriff said she was not sure about the boat ramp feature but saw its appeal. She said placing overflow parking in the RV lot might create a conflict of interest and suggested looking at RV lot traffic patterns. Commissioner McGriff appreciates making the park more pedestrian-centric and discussed prohibiting trespassing in riparian areas.

Commissioner Marl supports the existence of large city events and asked that parking be kept in mind for this.

ADJOURNMENT

Commission President McGriff adjourned the meeting at 7:02 PM.

Respectfully submitted,

____
Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION WORK SESSION - REVISED
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, July 12, 2022 at 7:00 PM

CONVENE WORK SESSION AND ROLL CALL

Commission President McGriff convened the meeting at 7:13 PM.

PRESENT: 3 -	Commissioner Rocky Smith, Commission President Denyse McGriff, Commissioner Adam Marl
EXCUSED: 1 -	Commissioner Frank O'Donnell
STAFFERS: 4 -	City Manager Tony Konkol, City Recorder Jakob Wiley, Police Chief James Band, Code Enforcement Manager Ryan Kersey

FUTURE AGENDA ITEMS

List of Future Work Session Agenda Items

Tony Konkol, City Manager, said a review of Oregon Department of Transportation's (ODOT) Diversion Traffic Report would be pushed out past August 9, 2022 because the report data was not yet available. He said a discussion of American Rescue Plan Act (ARPA) funding would also be postponed until discussions with one of the unions was complete. He said a discussion of City-sponsored events would take place in September and an introduction to traffic engineering would be moved to August 9, 2022. He said an Urban Renewal retreat session may occur on August 9, 2022.

Commissioner McGriff asked who would lead the introduction to traffic engineering presentation. Mr. Konkol said it would be led by an outside consultant. Commissioner McGriff suggested that traffic reports are unintelligible to the average person and stated she would like the reports to be more accessible to the public.

Commissioner Marl suggested a discussion of compensation for future City Commissioners. Mr. Konkol read from section 12 of the Oregon City charter which stated that a commissioner should not receive a salary but may be reimbursed for expenses upon prior authorization of the Commission. There was discussion about if a stipend was the same as a salary and if a charter amendment would be necessary.

DISCUSSION ITEMS

1. Vacant Property Registry

Ryan Kersey, Code Enforcement Manager, presented on the current work in developing a vacant property registration program. Mr. Kersey discussed the current efforts to address code compliance and abandoned properties.

Commissioner McGriff asked about why the City tends to waive the fines if residents comply with code enforcement issues. Mr. Kersey indicated that compliance was the goal and it can be inappropriate in *some cases to enforce fines. James Band, Police Chief, provided some background examples of when the City has taken strong enforcement actions against some residents related to sidewalk buckling, but it created a public outcry.*

Commissioner McGriff asked if staff changes or increases would be required to add the program. Chief Band gave an outline of the current staffing levels and allocation of time. There was discussion of adding staff as a goal in the next budget cycle.

2. Creation of an Oregon City Youth Advisory Commission

Mr. Konkol briefly outlined the potential options for developing a youth advisory committee and outlined potential issues, including providing clear purpose and the allocation of staff to run the committee.

Commissioner Smith said he supported the idea but was also concerned with the bandwidth of staff. Commissioner McGriff noted she could not think of a staff member that had the capacity to take on leadership of the committee. Commissioner Marl noted that several committees would be ending which would provide more time and capacity for a youth advisory commission.

3. League of Oregon Cities – 2023 Legislative Priorities Ballot

Mr. Konkol briefly reviewed the League of Oregon Cities goals and requested Commission input on selecting the City's top five legislative goals.

CITY MANAGER'S REPORT

COMMISSION COMMITTEE REPORTS

A. Beavercreek Employment Area Blue Ribbon Committee - *Commissioner Frank O'Donnell*

Mr. Konkol said he would get back to the Commission about whether this committee item can be removed.

B. Citizen Involvement Committee Liaison - *Commissioner Adam Marl*

Commissioner McGriff attended in lieu of Commissioner Marl at the last meeting. There is still an effort to revitalize inactive neighborhood associations. Commissioner McGriff relayed a request to provide meeting space for neighborhood associations. Mr. Konkol mentioned there may be funding to harden facilities to allow for their use without staff attending the meeting.

C. Clackamas County Coordinating Committee (C4) - Appointed: *Commissioner Adam Marl*

Commissioner McGriff attended the last meeting in lieu of Commissioner Marl. The last meeting pertained to ODOT tolling of I-205 and the rates under proposal.

D. Clackamas County Coordinating Committee (C4) – Metro Subcommittee - Appointed: *Commissioner O'Donnell*

E. Clackamas County I-205 Tolling Diversion Committee - Appointed: *Commissioner Adam Marl* Alternate: *Commissioner Frank O'Donnell*

Commissioner Marl said the National Environmental Policy Act (NEPA) scope for the I-205 project has been expanded to include the entire project rather than just Abernethy Bridge improvements. A 2027 diversion mitigation analysis was conducted, and related discussions are upcoming. Phase 1A (Abernethy Bridge improvements) will occur regardless of tolling. A heat map of affected areas was presented with a noticeable change indicated southbound between 10th Street and 99E. Commissioner Marl noted that a disproportionate number of failed intersections were in Oregon City along McLoughlin Boulevard.

F. **Clackamas Heritage Partners** - *Commissioner Rocky Smith, Jr.*

No meetings have occurred recently, but the facility has reopened.

G. **Clackamas Water Environment Services Policy Committee** - Appointed: *Commissioner Denyse McGriff*

Commissioner McGriff has not been notified of recent meetings. Mr. Konkol will touch base with this committee for meeting information.

H. **Downtown Oregon City Association Board** - *Commissioner Denyse McGriff*

The First City Celebration is this Saturday from 11 – 8. Commissioner McGriff will be in attendance.

I. **Metro Policy Advisory Committee (MPAC)** - Appointed: *Commissioner Denyse McGriff*

The Regional Transportation Plan and I-205 tolling are significant topics of discussion.

J. **OC 2040 Project Advisory Team** - Appointed: *Commissioners Adam Marl and Denyse McGriff*

K. **Oregon City Tourism Stakeholder's Group** - Appointed: *Commissioners Frank O'Donnell and Rocky Smith, Jr.*

L. **Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee** - Appointed: *Commissioner Denyse McGriff*

M. **South Fork Water Board (SFWB)** – *Commission President Denyse McGriff, Commissioners Frank O'Donnell, and Rocky Smith, Jr.*

N. **Willamette Falls and Landings Heritage Area** - Appointed: *Commissioner Denyse McGriff* Alternate: *Commissioner Frank O'Donnell*

The Willamette Falls and Landings Heritage Area website and policies have been updated. Tribal appointments have been tabled pending further discussions.

O. **Willamette Falls Legacy Project Liaisons** - *Commissioner Frank O'Donnell*

ADJOURNMENT

Commission President McGriff adjourned the meeting at 9:03 PM.

Respectfully submitted,

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Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION SPECIAL MEETING - REVISED
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Monday, October 17, 2022 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:02 PM.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Mayor Denyse McGriff

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Assistant City Recorder Angelique Nomie, Planning Manager Pete Walter

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oregon City - West Linn Rivalry Day Proclamation

Mayor McGriff read the proclamation declaring October 28, 2022 as Oregon City/West Lynn Rivalry Day.

3b. Extra Mile Day Proclamation

Mayor McGriff read the proclamation declaring November 1, 2022 as Extra Mile Day.

4. CITIZEN COMMENTS

Jackie Hammond-Williams, resident of Oregon City, expressed concern with the lack of sidewalks in the Park Place neighborhood. The striping along the streets had narrowed the shoulders along Holcomb Boulevard, making it more dangerous for pedestrians.

John Lewis, Public Works Director, said he would look into the striping changes on Holcomb. He said they were working on finding funding for the sidewalks.

Dan Berge, resident of Oregon City, discussed qualifications for running for mayor. He requested a video be played for the Commission.

Tony Konkol, City Manager, explained that he considered the video a written comment, and thought the Commission could review it on their own, but that they were not going to play it as a citizen comment.

There was consensus to not accept pre-recorded video submissions as citizen comments. Citizen comments should be made either in person or on Zoom.

Bill Kabeiseman, City Attorney, said the point Mr. Berge was making in the video was that Mayor McGriff was not eligible to serve as mayor because of term limit provisions in the Charter. Mr. Kabeiseman thought she was eligible, and the situation was the same as former Mayor Lyles Smith.

The Commission agreed.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

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

7. CONSENT AGENDA

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

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

7a. Oregon Patrol Service Amendment

Mayor McGriff asked for an explanation of the need for the patrol service.

Commissioner Smith thought more sites might require security. The Municipal Elevator was vandalized on October 14, 2022 while staff was present at the location.

Kendall Reid, Parks and Recreation Director, discussed research conducted to address the after-hours vandalism in the City's parks. The City had good success with the private security patrols during the summer. Public Works's Fir Street building and the End of the Oregon Trail were added as locations and noticed a reduction in vandalism. They could reevaluate and add additional facilities.

Commissioner Smith wondered if a more cohesive approach could be used, prioritizing it in the next budget cycle, and evaluating what was needed for all City facilities.

Commissioner O'Donnell asked if there had been a cost-analysis of the damage versus the cost of the contract, and whether cameras might be a cheaper solution. Mr. Reid mentioned that, in his experience, the cameras did not deter the vandalism.

Motion made by Commissioner Marl, Seconded by Commissioner Smith, to approve Item 7a. The motion carried by the following vote:
Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, and Commissioner Smith

7b. Minutes of the August 9, 2022 Special Meeting

7c. Minutes of the August 17, 2022 Regular Meeting

7d. Minutes of the September 13, 2022 Work Session

7e. Minutes of the September 27, 2022 Special Meeting

8. PUBLIC HEARINGS

8a. Appeal of the Park Place Crossing General Development Plan (AP-22-00003; GLUA-21-00045; MAS-21-00006; VAR-22-00001)

Mayor McGriff noted the public testimony portion of the hearing was closed on October 11, 2022.

Bill Kabeiseman, City Attorney, noted that James Nicita wanted to raise a procedural issue.

Mayor McGriff asked if any Commissioner had ex parte contacts, conflicts of interest, bias, or any other statements to declare including a visit to the site since the October 11, 2022 meeting. There was none.

James Nicita, resident of Oregon City, discussed his procedural objection and substantial rights. He disagreed with allowing the decision matrix into the record without the opportunity to challenge the City Attorney's categorization of the issues raised before the Planning Commission. He also thought the City Attorneys should have recused themselves due to conflict of interest from participation at the Planning Commission meeting. He asked that the record be selectively reopened to address this concern.

Mr. Kabeiseman said everyone who testified at the last meeting had full opportunity to present rebuttal. The matrix was a summary of the issues, and the City Commission had the final word on the weight of the evidence. This was not new evidence, and the matrix was not a binding document. He did not think attorney bias was an issue as the Commission was free to make their own decision.

Commissioner O'Donnell supported the conclusion of the City Attorney and considered the matrix a reference document. The Commission agreed.

Commissioner O'Donnell reviewed the procedural issues raised in the letter from the applicant's legal counsel including the fee waiver for the appellants and notice of the Neighborhood Association meeting.

There was consensus that the meeting was posted on the City's website and was properly noticed and that the fee waiver did not deny the applicant's rights as they had the opportunity to rebut testimony. The process preserved the rights of all.

Commissioner O'Donnell suggested that the procedural issues raised regarding the Planning Commission meeting did not address the substantive issues of the appeal. These procedural issues could be addressed internally. Another issue was raised about changes to the Park Place Concept Plan requiring review and acceptance as well as a notice to be sent to all residents. There was also the issue of conflicts between the Park Place Concept Plan and the proposed General Development Plan.

Mayor McGriff questioned whether the request for variances or exceptions to the Concept Plan would constitute an amendment. She noted that there was a level of expectation due to the participation in the process that the Concept Plan would be used as adopted. The proposed development attempted to include some of the items in the Concept Plan, but not all of them. She considered these items as key components, especially the green street features and location of stormwater facilities.

Commissioner O'Donnell thought the General Development Plan did not meet the requirements of the Park Place Concept Plan by the lack of north/south connections and when they were proposed to be done.

Mayor McGriff noted that the two connections were proposed to be built in Phase 3 and the threshold for building the new connections was 2,000 daily trips, which was unworkable. She also had concerns about the traffic study data.

Commissioner O'Donnell considered transportation and safety to be key components of the Concept Plan that were not followed.

Mayor McGriff said the Concept Plan did not envision the smaller lots as proposed.

Commissioner Smith agreed that the proposed development did not meet the general themes of the Concept Plan. He also had concerns about the traffic study.

Commissioner Marl was concerned that they did not have an updated Comprehensive Plan. The ordinance adopting the Concept Plan occurred after the last Comprehensive Plan update and implied that it was incomplete. Pete Walter, Planning Manager, noted that other ordinances not in the record had been adopted after the original adoption that referenced the Park Place Concept Plan specifically, as suggested by the original ordinance.

Commissioner Marl agreed with the concerns about transportation, which he thought was a safety issue.

Mayor McGriff discussed dimensional standards, reduction of lot sizes, and building on topographically constrained lots and steep slopes. Commissioner O'Donnell noted that the application was submitted before the changes to the code regarding steep slopes. Commissioner Marl said there was no minimum lot size and the applicant reduced the density taking the community's concerns into account.

Mayor McGriff thought they should amend the condition that talked about traffic calming, taking out the words "where feasible." She thought they should add a condition to encourage the stormwater facility to utilize natural waterways and wetlands. The condition related to placing roads in geohazard areas should be amended to say that it should be avoided.

Commissioner Smith outlined the issues that had been discussed by the City Commission.

Mayor McGriff suggested adding a condition to require any development in the Neighborhood Commercial zone to be at least two stories and have ground floor retail. She expressed disappointment that the innovative components of the Park Place Concept Plan were omitted and it appeared to be a standard residential development. There was also no solar access components in the application.

Commissioner Marl agreed that mixed use included more than large blocks of residential areas.

Mr. Walter said the issues included: timing of the north-south connection and need for a redundant system for safety, consistency with the Park Place Concept Plan in urban design, integration of the residential lots and the north village area, condition for the Neighborhood Commercial zone, issues with the traffic analysis, adjusting the condition for routing of streets to avoid geohazard areas, how the green edges and streets concept was not integrated into the plan, and need for more naturalistic form for the storm pond and hierarchy of stormwater management.

Commissioner O'Donnell said in addition to the north/south connections, the network of streets that provided redundancy and emergency access was not included in the proposal.

Mayor McGriff also thought it also did not provide the trails and pedestrian/bicycle connections.

Commissioner O'Donnell noted the General Development Plan did not include residential on the second or third floors of the buildings along Livesay Lane.

Mayor McGriff discussed the pinch point and modification for that section of road without traffic calming. She thought it was a safety issue.

Mr. Kabeiseman suggested the City Commission outline any conditions that could resolve their concerns or vote to deny the proposal justified by the issues listed.

Mayor McGriff thought the concerns could mostly be resolved with conditions.

Commissioner O'Donnell said some of the issues were of such magnitude, especially the north/south roads that were key, that conditions would not solve the issues.

Commissioner Smith agreed that the small pieces they mentioned could be settled by conditions, but the big issues could not.

Motion made my Commissioner O'Donnell, seconded by Commissioner Smith, to tentatively approve the appeal and deny the application based on the Commission's discussion tonight.

Mayor McGriff thought many components could be conditioned and they could achieve greater consistency with the Concept Plan. The north/south connections could be conditioned to be done sooner.

Mr. Walter discussed the conditions that talked about the north-south connections and the timing requirements.

The motion passed by the following vote:

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

The City Commission took a seven-minute break at 9:33 PM.

Motion made by Commissioner Marl to reconsider the vote. The motion died for lack of a second.

There was consensus to meet Friday, October 21, 2022 at 9:00 AM to adopt the final findings.

9. GENERAL BUSINESS

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

Commissioner Smith discussed the funeral for Don Anderson's wife, Joan Anderson. He acknowledged both for all their work for the City.

Commissioner O'Donnell mentioned a few items that the City Commission needed to resolve, including the 10th and Main property, disposition the marina, disposition the old Public Works building, and reporting of the City Attorney to the City Commission instead of the City Manager.

13. Mayor

Mayor McGriff discussed public outreach efforts of the City of West Linn and their creation of an Urban Renewal District. She also discussed the League of Oregon Cities meeting and American Rescue Plan Act funding.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:53 PM.

Respectfully submitted,

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Jakob S. Wiley, City Recorder

CITY OF OREGON CITY
CITY COMMISSION SPECIAL MEETING - INTERVIEWS FOR PLANNING COMMISSION AND HISTORIC REVIEW BOARD
DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, December 13, 2022 at 6:00 PM

CONVENE SPECIAL INTERVIEW MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:20 PM.

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

STAFFERS: 5 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Aquilla Hurd-Ravich, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

DISCUSSION ITEMS

2. Interviews for Planning Commission and Historic Review Board Applicants

City Commissioners interviewed Robert Green for the Canemah Neighborhood vacancy of the Historic Review Board at 7:23 PM. The following questions were asked:

1. *Why are you applying for a position on the Historic Review Board?*
2. *What is your background in Historic Preservation?*
3. *How do the criteria, standards, and design guidelines assist the public and applicants know what they can do with their historic property?*
4. *Have you previously served on an appointed board? What was the most rewarding part of the position? The most frustrating?*
5. *How would you approach a potential contentious hearing, knowing that there are passionate opinions on both sides of the issue?*
6. *What do you believe is the role of the HRB and the role of Neighborhood Associations as it relates to HRB decisions?*
7. *Do you have any questions for us? Is there anything else you would like us to know?*

City Commissioners interviewed the following candidates for the Planning Commission according to the following schedule:

Paul Espe – 6:20 PM

Karla Laws – 6:35 PM

Brandon Dole – 6:50 PM

Petronella Donovan – 7:05 PM

The following questions were asked of each candidate:

1. What relevant experiences, skills, and abilities have prepared you for the Planning Commission?

2. What is the most important goal or purpose of the Planning Commission?

3. How would you go about balancing code requirements, possible negative public comments, and your personal opinion with allowing reasonable development to go forward?

4. Are you available to read the materials and attend hearings (generally the second and fourth Mondays of each month at 7:00 PM)?

5. What are your views on urban renewal and how it can be used by Oregon City?

6. What are some differences between quasi-judicial hearings and legislative hearings?

7. What questions do you have for us? Is there anything else you would like us to know?

Commissioners discussed qualifications of the applicant for the Historic Review Board.

Motion made by Commissioner Mitchel, seconded by Commissioner Marl, to appoint Robert Green to the Historic Review Board as the Canemah Neighborhood representative. The motion carried the following vote:

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

City Commissioners discussed qualifications of the Planning Commission applicants.

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to appoint Paul Espe and Karla Laws to the Planning Commission. The motion carried the following vote:

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

ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:49 PM.

Respectfully submitted,

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Jakob S. Wiley, City Recorder

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 2-1-2023

From: Parks and Rec Director Kendall Reid

SUBJECT:

Parks and Cemetery Division Replacement Vehicle

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of a new 2023 F-350 4x4 SD Super Cab 8'box truck. This will be a new vehicle for the Parks fleet for the additional staff member added.

EXECUTIVE SUMMARY:

The Parks and Cemetery Division is utilizing its Fleet Replacement Fund for the purchase of a 2023 F-350 4x4 SD Super Cab 8' box truck. This will be an addition to our Fleet to meet the need of an additional staff member.

BACKGROUND:

Oregon City Fleet purchases are managed through our Fleet Replacement Fund. Every year, each City Division budgets a predetermined amount for deposit into the Fleet Replacement Account to ensure that adequate funding is available when new or replacement vehicles are scheduled for purchase.

The purchase price of the 2023 F-350 is $62,661.70 This purchase was not a previously authorized expenditure within the FY 2022-23 biennial budget. Due to cost savings from not being able to procure mower replacements we have a remaining balance to cover the cost. The F-350 will predominantly be used by the Parks Division who manages the City Parks Maintenance program.

Parks and Cemetery division will be contracting with Northside Ford Truck Sales, under the Oregon state Purchasing Agreement Contract #1656, for the purchase of the 2023 F-350. Attached is the sales quote, a brochure of the F-350, and the State Contract Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Parks and Cemetery Division to support and fund this new asset.

OPTIONS:

1. Authorize the City Manager to proceed with the purchase of the replacement vehicle.
2. Authorize the City Manager to proceed with the purchase with specific modifications.
3. Deny the purchase request. If the Commission chooses to deny the request, please provide staff direction on how to proceed.

BUDGET IMPACT:

Amount:	$62,661.70
FY(s):	2022-23
Funding Source(s):	Fleet Replacement Fund
	320-310-7052 (Parks and Cemetery – 100%)

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
12/06/2022

846

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 315 | Quote ID: OC23X3B

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
X3B	Base Vehicle Price (X3B)	$50,345.00	$47,828.00
Packages			
610A	Order Code 610A *Includes:* *- Wheels: 17" Argent Painted Steel* *Includes painted hub covers/center ornaments.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder, storage and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 4 speakers.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*	N/C	N/C
Powertrain			
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 *Includes manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor.* *Includes:* *- Dual 68 AH/65 AGM Batteries* *- 34 Gallon Fuel Tank* *- GVWR: 11,300 lb Payload Package w/6.7L*	$9,995.00	$9,096.00
44G	Transmission: TorqShift 10-Speed Automatic *Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.*	N/C	N/C
X3H	Electronic-Locking w/3.31 Axle Ratio	$430.00	$392.00
NONGV	GVWR: 11,300 lb Payload Package w/6.7L	Included	Included
Wheels & Tires			
TBM	Tires: LT245/75Rx17E BSW A/T (4) *Spare may not be the same as road tire.*	$165.00	$150.00
64A	Wheels: 17" Argent Painted Steel	Included	Included

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City of Oregon City
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2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 315 | Quote ID: OC23X3B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	Includes painted hub covers/center ornaments.		

Seats & Seat Trim

Code	Description	MSRP	Invoice
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*	Included	Included

Other Options

Code	Description	MSRP	Invoice
164WB	164" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
587	Radio: AM/FM Stereo w/MP3 Player *Includes 4 speakers.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*	Included	Included
86M	Dual 68 AH/65 AGM Batteries	Included	Included
67B	410 Amp Dual Alternators *Includes 250 Amp + 160 Amp.*	Included	Included
66L	LED Box Lighting *Includes LED Center High-Mounted Stop Lamp (CHMSL).*	$60.00	$54.00
18B	Platform Running Boards	$445.00	$405.00
85S	Tough Bed Spray-In Bedliner *Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.*	$595.00	$542.00
435	Power-Sliding Rear-Window w/Defrost	$405.00	$368.00
924	Privacy Glass	$30.00	$28.00
43C	120V/400W Outlet *Includes 1 in-dash mounted outlet.*	$175.00	$160.00
41A	Rapid-Heat Supplemental Cab Heater *Includes:* *- 410 Amp Dual Alternators*	$250.00	$228.00

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
12/06/2022

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2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 315 | Quote ID: OC23X3B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	Includes 250 Amp + 160 Amp.		
66S	Upfitter Switches (6) *Located in overhead console.*	$165.00	$150.00
15W	12,000 lb Ford Performance Parts Winch by Warn *Pre-installed. Includes wireless and wired remote controls, 70-foot high-tensile strength and abrasion-resistant synthetic line.*	$3,000.00	$2,730.00
76C	Exterior Backup Alarm (Pre-Installed)	$150.00	$137.00

Fleet Options

Code	Description	MSRP	Invoice
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C	N/C

Emissions

Code	Description	MSRP	Invoice
425	50-State Emissions System	STD	STD

Exterior Color

Code	Description	MSRP	Invoice
Z1_01	Oxford White	N/C	N/C

Interior Color

Code	Description	MSRP	Invoice
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C	N/C

	MSRP	Invoice
SUBTOTAL	$66,210.00	$62,268.00
Destination Charge	$1,795.00	$1,795.00
TOTAL	$68,005.00	$64,063.00

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
12/06/2022

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 315 | Quote ID: OC23X3B

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$50,345.00
Options	$15,865.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,795.00
Subtotal	$68,005.00

Pre-Tax Adjustments

Code	**Description**	**MSRP**
VCAF	As per state contract #1656	$0.00
Delivery	Delivery per contract $2.50 per mile after 60.	$0.00
Govt Disc	Government discount	-$6,768.84
AW Mats	All Weather Floor Mats	$229.00
All weather floor mats front and rear.		
Key w/remote	Keys, fully programmed with remote (2 factory, 2 extra, 4 total)	$449.00
Subtotal		$61,914.16

Sales Taxes

Code	**Description**	**MSRP**
CAT	Corporate Activity Tax	$232.18
Estimated CAT tax (gross receipts tax) in effect 1/1/20.		
Oregon Tax	Oregon Privilege Tax	$309.57
Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.		
Subtotal		$62,455.91

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
12/06/2022

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2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 315 | Quote ID: OC23X3B

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on $75 Doc fee	$0.29
CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.		
E-Doc	Doc fee for E-Plates	$75.00
Doc fee for processing E-Plates		
E-RegPlate	Plate and registration for E-Plates	$29.50
$24.50 Plate fee $5.00 Registration		
Title-19	Title fee for vehicles getting 0-19 MPG avg	$101.00
Subtotal		$62,661.70
Total		$62,661.70

Customer Signature

Acceptance Date

2023 F-350 XL 4x4 SuperCab SRW 8Ft bed (Parks Dept. #846)

Model:

- Year: 2023

Make:

- Ford

Style:

- F-350

Trim:

- XL

Cab:

- SuperCab

Box:

- 8ft bed

Rear Wheel Options:

- SRW

Wheelbase:

- 164’’

Color:

- Oxford White

Powertrain:

- 6.7 Power Stroke Diesel

Drive:

- 4x4

Transmission:

- TorqShift 10 Speed Automatic

Rear Axle Ratio:

- 3.31 Limited Slip Axle

Packages:

- Power Equipment Group-
- Power Windows
- Door Locks
- Trailer Tow Package

Wheel Type:

- Standard 17" Painted Steel Wheels

Exterior Options:

- 12,000 Warn Winch
- HD 397 Amp Alternator
- Spray in Bedliner
- High Mount Stop Lamp
- Electronic Shift on the Fly
- Backup Alarm
- Privacy Glass
- Trailer Power Heated Tow Mirrors
- Platform Running Boards

Tire Type:

- All Terrain Tires A/T BSW

Interior:

- HD Vinyl Split Bench 40/20/40 Gray Seats
- 110 Volt /400-Watt AC outlet
- 10 Min Idle Shutdown
- Floor Covering – Vinyl
- Integrated Trailer Controller
- Rapid-Heat Cab Heater
- Upfitter Switches
- AM/FM Radio (Bluetooth)

Other Options

- 2 Extra Keys with Fobs for total of 4 key with fobs
- E-Plates

Awards/Agreements

Northside Ford Truck Sales, Inc.
Fleet Vehicles - Ford

Item 7g.

Attachments Exist
Secondary Suppliers Do Not Exist

Supplier Address

Northside Ford Truck Sales, Inc.
6221 NE Columbia Blvd
Portland, OR 97218

Contact: Sharon Tucker
Phone: 1 (503) 282-7773
Fax:
Email: fordtrkgal@comcast.net

Contract #
1656
Revision # 0.1
Revision Date
05/20/2021
Opportunity #
DASPS-2295-20
Vers 2
Contract Start Date
05/01/2021
Expiration Date
04/30/2023
Supplier Number
4442

All dates are mm/dd/yyyy

Contract Administrator

DAS Procurement Services
1225 Ferry Street SE
Salem, OR 97301

Contact: Brent L Lutz
Phone: 1 (971) 719-3436
Fax:
Email: brent.l.lutz@oregon.gov

Receiving Address

See purchase order

Contract Filed At

DAS PS

Revision #1 update Buyer Guide

Delivery Requirements
Manufacturer
Payment Terms
Net 45
FOB
FOB Destination, Freight Allowed

Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 998-94 Vehicles, Including passenger cars, pickup trucks, cab and chassis , passenger/cargo vans, police pursuit rated vehicles, sport utility vehicles, crossover utility vehicles, alternative fuel vehicles and electric vehicles.	$0.00

Mandatory or Convenience
Mandatory
Minimum Order

Return Policy
Manufacturer
Warranty
Manufacturer
Best Value Analysis

Freight/Surcharge

Renewal Option

Contract Value
$0.00

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 2/01/2023

From: City Manager Tony Konkol

SUBJECT:

Resolution No. 23-02, Calling for an Election on May 16, 2023 to Forward the Question of Authorizing the Dedication of a Portion of Park Place Park as a Street to the Electors of Oregon City

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve proposed Resolution Number 23-02.

EXECUTIVE SUMMARY:

Proposed Resolution Number 23-02 would adopt the Park Place Park Street Dedication ballot title describing the measure, set the election date to consider this measure as May 16, 2023, and authorize the City Manager to file the ballot title.

This measure will allow the City of Oregon City to dedicate 40 feet of the northern edge of Park Place Park as public right-of-way for a future street connection. The dedicated public right-of-way would create a new connection between Front Avenue and the existing Hiram Avenue right-of-way. Chapter X, Section 41(a) of the Oregon City Charter requires voter approval for the City to sell, lease or otherwise transfer property from a charter park. Park Place Park was dedicated as a charter park in 2018.

An undeveloped private property to the north of Park Place Park currently only has property frontage on the existing, unimproved Hiram Avenue right-of-way, which serves as the only public access to the property. The existing unimproved Hiram Avenue right-of-way is platted at 34 feet wide and extends north from Cleveland Street, through the middle of Park Place Park, and terminates south of Thurman Road as a dead-end.

The Park Place Park Master Plan was adopted in 1996 and identified the need for a dedicated 40-foot public right-of-way that would extend along the north boundary of the park, providing a public vehicular connection from Front Avenue to the existing Hiram Avenue right-of-way. This new connection will remove the need for vehicular access to be constructed through the middle of Park Place Park in the existing Hiram Avenue right-of-way should access to the undeveloped private property to the north of Park Place Park be needed.

OPTIONS:

1. Approve Resolution Number 23-02.
2. Provide staff direction on any changes to the proposed Resolution, ballot measure and/or explanatory statement.

RESOLUTION NO. 23-02

A RESOLUTION CALLING FOR AN ELECTION TO AUTHORIZE THE DEDICATION OF A PORTION OF PARK PLACE PARK AS A STREET TO THE ELECTORS OF OREGON CITY

WHEREAS, The City's Park Place Master Plan was adopted by Ordinance 96-1003 in 1996 and identified the need for a dedicated 40-foot public right-of-way/street along the north boundary of the park, providing a new connection from Front Avenue to Hiram Avenue; and

WHEREAS, The Oregon City Charter, Chapter X, Section 41(a), requires voter approval for the City to sell, lease or otherwise transfer property from a Charter Park; and

WHEREAS, Park Place Park was dedicated as a Charter Park by Ordinance 18-1013 in 2018; and

WHEREAS, Dedication of the park land for a new public right-of-way/street from Front Avenue to Hiram Avenue would allow access to the undeveloped private property to the north of the park and would remove the need to construct a vehicular accessway through Park Place Park within the existing Hiram Avenue right-of-way.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. An election is called in and for the City of Oregon City, to be held May 16, 2023. The Clackamas County Clerk shall conduct the election.

Section 2. At that election, the question to approve if the dedication of 40 feet of the north side of Park Place Park shall be dedicated as public right-of-way/street shall be submitted to the voters of Oregon City.

Section 3. The City Commission adopts the ballot title attached to this Resolution in Exhibit A to describe the measure and directs the City Manager to file the ballot title with the City Recorder.

Section 4. The City Commission directs the City Recorder to take all actions necessary to hold the election, including publication of the notice of receipt of the ballot title.

Section 5. This resolution shall take effect immediately upon its adoption by the City Commission.

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

DENYSE C. McGRIFF, Mayor

Attested to this 1st day of February 2023:

Jakob Wiley, City Recorder

Approved as to legal sufficiency:

City Attorney

Exhibit A – Ballot Measure Language

Exhibit A

Park Place Park Street Dedication Ballot Measure

Caption: Dedicate a portion of Park Place Park as a street (10 of 10)

Question: Shall 40-feet of the north side of Park Place Park be dedicated as a public street? (16 of 20)

Summary: The Oregon City Charter requires voter approval for the City to sell, lease or otherwise transfer property from a charter park. Park Place Park was dedicated as a charter park by city ordinance 18-1013 in 2018.

The Park Place Park Master Plan was adopted by ordinance 96-1003 in 1996 and identified the need for a dedicated 40-foot public right-of-way that would extend along the north boundary of the park, providing a public vehicular connection from Front Avenue to the existing Hiram Avenue right-of-way. This new connection will remove the need for vehicular access to be constructed through the middle of Park Place Park in the existing Hiram Avenue right-of-way should access to the undeveloped private property to the north of Park Place Park be needed.

Dedication of park land for a new public right-of-way from Front Avenue to Hiram Avenue would allow access to the undeveloped private property and would remove the need to construct a vehicular accessway through Park Place Park. The existing public utilities located in Hiram Avenue would remain in place. (174 of 175)

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

This measure will allow the City of Oregon City to dedicate 40 feet of the northern edge of Park Place Park as public right-of-way for a future street connection. The dedicated public right-of-way would create a new connection between Front Avenue and the existing Hiram Avenue right-of-way.

Chapter X, Section 41(a) of the Oregon City Charter requires voter approval for the City to sell, lease or otherwise transfer property from a charter park. Park Place Park was dedicated as a charter park in 2018.

An undeveloped private property to the north of Park Place Park currently only has property frontage on the existing, unimproved Hiram Avenue right-of-way, which serves as the only public access to the property. The existing unimproved Hiram Avenue right-of-way is platted at 34 feet wide and extends north from Cleveland Street, through the middle of Park Place Park, and terminates south of Thurman Road as a dead-end.

The Park Place Park Master Plan was adopted in 1996 and identified the need for a dedicated 40-foot public right-of-way that would extend along the north boundary of the park, providing a public vehicular connection from Front Avenue to the existing Hiram Avenue right-of-way. This new connection will remove the need for vehicular access to be constructed through the middle of Park Place Park in the existing Hiram Avenue right-of-way should access to the undeveloped private property to the north of Park Place Park be needed.

A yes vote would approve the dedication of 40 feet of Park Place Park as public right-of-way that would create a new connection from Front Street to Hiram Avenue.

A no vote would not allow for the dedication of any property from Park Place Park. Access to the undeveloped private property north of Park Place Park would continue to be provided by Hiram Avenue through the middle of the park. (307 of 500)

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 2/01/2023

From: City Manager Tony Konkol

SUBJECT:

Resolution No. 23-03, Calling for an Election on May 16, 2023 to Forward the Question of Approving the Borrowing of Funds by the Urban Renewal Agency to the Electors of Oregon City

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve proposed Resolution Number 23-03.

EXECUTIVE SUMMARY:

Proposed Resolution Number 23-03 would adopt the Urban Renewal Agency ballot title describing the measure and requesting approval to borrow up to $44 million, set the election date to consider this measure as May 16, 2023, and authorize the City Manager to file the ballot title.

The Urban Renewal Commission has updated the Urban Renewal Plan to identify new projects that would improve livability for residents, increase tourism and recreational opportunities, provide for infrastructure investment in blighted and underdeveloped areas, and increase employment opportunities in Oregon City. The Oregon City Charter, Chapter XII, Section 59(A)(i), requires that bonded indebtedness issued by the Urban Renewal Agency shall be approved by the voters of Oregon City.

The Urban Renewal Plan has identified three priority projects, the Rossman Landfill cleanup and redevelopment, development and mitigation projects at Clackamette Cove, and redevelopment of the vacant, city-owned Stimson property on Washington Street. Additional projects included are the reuse and investment in the County Courthouse on Main Street, improvements to the End of the Oregon Trail Interpretive Center, a downtown railroad Quiet Zone, and new development of the vacant, publicly owned 12th and Main Street property.

The Urban Renewal Commission is requesting voter approval to borrow up to $44 million to implement projects identified in the Urban Renewal Plan. If approved by the Urban

Renewal Commission, Resolution number 23-03 will be considered by the City Commission, which would place the question of approving the borrowing of $44 million on the May 16, 2023 ballot.

OPTIONS:

1. Approve Resolution Number 23-03.
2. Provide staff direction on any changes to the proposed Resolution, ballot measure and/or explanatory statement.

RESOLUTION NO. 23-03

A RESOLUTION CALLING FOR AN ELECTION TO APROVE THE BORROWING OF FUNDS BY THE URBAN RENEWAL AGENCY TO THE ELECTORS OF OREGON CITY

WHEREAS, The Urban Renewal Commission has updated the Urban Renewal Plan to identify new projects that would improve livability for residents, increase tourism and recreational opportunities, provide for infrastructure investment in blighted and underdeveloped areas, and increase employment opportunities in Oregon City; and

WHEREAS, The Oregon City Charter, Chapter XII, Section 59(A)(i), requires that bonded indebtedness issued by the Urban Renewal Agency shall be approved by the voters of Oregon City; and

WHEREAS, The Urban Renewal Commission is requesting voter approval to borrow up to $44 million to implement projects identified in the Urban Renewal Plan; and

WHEREAS, The Urban Renewal Plan has identified three priority projects, the Rossman Landfill cleanup and redevelopment, development and mitigation projects at Clackamette Cove, and redevelopment of the vacant, city-owned Stimson property on Washington Street. Additional projects included are the reuse and investment in the County Courthouse on Main Street, improvements to the End of the Oregon Trail Interpretive Center, a downtown railroad Quiet Zone, and new development of the vacant, publicly owned 12th and Main Street property.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. An election is called in and for the City of Oregon City, to be held May 16, 2023. The Clackamas County Clerk shall conduct the election.

Section 2. At that election, the question of approval for the Oregon City Urban Renewal Agency to borrow funds to implement urban renewal projects shall be submitted to the voters of Oregon City.

Section 3. The City Commission adopts the ballot title attached to this Resolution in Exhibit A to describe the measure and directs the City Manager to file the ballot title with the City Recorder.

Section 4. The City Commission directs the City Recorder to take all actions necessary to hold the election, including publication of the notice of receipt of the ballot title.

Section 5. This resolution shall take effect immediately upon its adoption by the City Commission.

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

DENYSE C. McGRIFF, Mayor

Attested to this 1st day of February 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A – Ballot Measure Language

Exhibit A
Urban Renewal Agency Approval to Borrow Funds Ballot Measure

Caption: Borrowing for Oregon City Urban Renewal Agency (7/10 words)

Question: Shall the Urban Renewal Agency be approved to borrow up to $44 million for projects in the Urban Renewal Plan? (20/20 words)

Summary: Approval of this measure would not authorize an additional tax.

The Downtown Oregon City/North End Urban Renewal Plan includes projects to improve livability, increase tourism and recreation opportunities, provide for infrastructure investment on blighted properties and create jobs in Oregon City. The Agency has identified three priority projects in the Plan, the Rossman Landfill cleanup and redevelopment, development and mitigation projects at Clackamette Cove, and redevelopment of the Stimson Property on Washington Street. Other projects identified in the Plan include redevelopment of the County Courthouse, improvements at the End of the Oregon Trail Interpretive Center, creation of a downtown railroad Quiet Zone, and new development on the publicly owned 12th and Main Street property.

This measure would provide approval for the Agency to borrow up to $44 million for projects identified in the Plan. The borrowings would be repaid by tax increment revenues collected within the Plan area.

The borrowings may be issued in one or more series, each maturing within 20 years of issuance, and the Agency may refinance the borrowings. (172/175 words)

Exhibit A

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

Voter Approval for the Oregon City Urban Renewal Agency to Borrow Funds to Implement Urban Renewal Projects

Approval for the Urban Renewal Agency to borrow funds. Approval of this measure would not authorize an additional tax.

The Urban Renewal Agency is currently collecting revenues from the existing Downtown Oregon City/North End Urban Renewal District and the continued collection of those revenues will repay the proposed borrowing. The Oregon City Charter requires that prior to the Urban Renewal Agency taking on any debt, it must first be approved by the voters of Oregon City.

The Urban Renewal Commission recently updated the Urban Renewal Plan to identify new projects that would improve livability for residents, increase tourism and recreational opportunities, provide for infrastructure investment in blighted and underdeveloped areas, and increase employment opportunities in Oregon City.

The three priority projects contained in the Plan are the Rossman Landfill cleanup and redevelopment, development and mitigation projects at Clackamette Cove, and redevelopment of the vacant, city-owned Stimson property on Washington Street.

To accomplish these projects and other projects identified in the Plan, the Urban Renewal Commission is requesting approval to borrow up to $44 million. The $44 million would be repaid by tax increment revenues collected within the Plan area. The borrowing may be issued in one or more series with each series maturing within 20 years issuance, and the Agency may refinance borrowings authorized by this measure.

The boundary of the Urban Renewal Area is approximately 855 acres and includes the Downtown area, Clackamette Cove, the Rossman Landfill redevelopment site, the Washington Street corridor, and the End of the Oregon Trail Interpretive Center. In addition to the priority projects identified above, additional projects in the Plan to be evaluated for future investment include:

- Reuse and investment in the County Courthouse on Main Street
- Improvements to the End of the Oregon Trail Interpretive Center
- A downtown railroad Quiet Zone
- New development of the vacant, publicly owned 12th and Main Street property

By making redevelopment and environmental mitigation investments in the urban renewal projects, residents, businesses, and visitors will have greater access to various amenities expected to include experiences that will attract the public during both the day and night, well-presented historical venues that will provide different vantage points of the community's past, recreational opportunities of various types and venues, and investments in public infrastructure that will improve public safety, access, and mobility.

A yes vote for this measure will provide voter approval for the Urban Renewal Agency to borrow up to $44 million dollars.

A no vote for this measure will not provide voter approval for the Urban Renewal Agency to borrow any funds. (440 of 500)

CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** 02/01/2023

From: Christina Robertson-Gardiner, Senior Planner

SUBJECT:

Presentation and Discussion of Potential Code Amendments to Previously Adopted Middle Housing Code (Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001- HB 2001 Housing Choice Code Update- Technical Revisions.)

STAFF RECOMMENDATION:

Staff will provide an overview of the Planning Commission's recommended technical revisions as part of Package #2 of the Housing Choices Code Update. The City Commission public hearing for these code revisions is tentatively scheduled for Feb 15, 2023.

EXECUTIVE SUMMARY:

On June 1, 2022, the City Commission voted 4-0 to approve the second reading of ORDINANCE NO. 22-1001 and remand LEG 22-001 to the October 24, 2022 Planning Commission Meeting to review a second package of outstanding policy questions.

Some of the topics can be implemented through code modifications recommended to the City Commission, while others are more complex and will need further direction from the City Commission, such as tiny homes and RVs, or were topics not ultimately recommended for implementation by the City Commission, such as lot averaging. These more complex topics will be forwarded in the form of policy recommendations for a future work plan to the City Commission or a request for policy clarification. The Planning Commission is currently working through these topics and will be meeting with the Planning Commission in early 20123 in a Joint Work session to go over their findings.

In the interim, the Planning Commission has chosen to forward a number of technical revisions to the City Commission for approval. These revisions provide clarity to existing policies or are needed to process currently submitted building permit applications.

Accelerated Schedule For Technical Revisions
<u>Deliverable</u>: Recommended redline code to the City Commission

The Planning Commission recommended approval to the City Commission at the January 9, 2023 Planning Commission Meeting for the following technical revisions.

These revisions provide clarity to existing policies or are needed to process currently submitted building permit applications. At the December 12, 2,022 Hearing, the Planning Commission supported the revisions and provided direction to Staff, with a formal vote at the June 9, 2023 Hearing, which provides the required 35 days' notice to the Department of Land Conservation and Development.

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

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

Dimensional Standards Revisions for Mixed-Use Downtown and Mixed-Use Corridor Districts
Allowing an exemption of the maximum front yard setbacks and minimum density standards for standalone residential development of four units or less in the Mixed Use Corridor and Mixed Use Downtown Zoning Districts and creating a Type II Modification process for projects that need an adjustment to the middle housing design standards.

BACKGROUND:
House Bill 2001, passed by the State Legislature in 2019, calls for cities to allow a range of middle housing types, including duplexes, triplexes, quadplexes, townhouses, and cottage clusters in single-family neighborhoods. The Planning Commission and City Commission held hearings in the Spring of 2022 to advance code revisions that met the requirements of HB 2001. These code revisions were required to be adopted by June 30, 2022, and effective by July 1, 2022. A second package of amendments was continued to the Fall of 2022 for code sections and policy questions that were not required for inclusion in the June 30, 2022 deadline but are still linked to the larger middle housing implementation discussion.

OREGON CITY
Community Development – Planning
695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

Item 9c.

To: Planning Commission
From: Christina Robertson-Gardiner, Senior Planner
RE: Package #2 of Legislative File: GLUA 22-0002/LEG-22-0001- HB 2001 Housing Choice Code Update – Techical Revisions
Date: December 22, 2022

On June 1, 2022, the City Commission voted 4-0 to approve the second reading of ORDINANCE NO. 22-1001 for the HB 2001 Housing Choices Update and remand the LEG 22-001 to the October 24, 2022 Planning Commission Meeting to review the second package of outstanding policy questions.

Copies of the adopted code and application packets can be found by visiting the **Housing Choices Code Update project page**. The **online municipal code** will be updated to include these changes in early 2023.

Hearings Process

The Package #2 code revision process will generally follow the same method the Planning Commission utilized when adopting code revisions to the Thimble Creek Concept Plan area in 2019-2022. Policy topics will be assigned specific hearing dates in advance to allow Planning Commissioners, Staff, and the public the ability to concentrate their efforts on a few issues at a time. Each topic will start with a presentation of background information from Staff, a review of oral and written public comments on the topic, and a discussion of whether the policy question should be addressed through code revisions. If the Planning Commission can provide direction on the policy question, Staff will return at a future meeting with a recommended redline code change that implements the policy direction or provide additional information on Planning Commission questions. A policy tracker will be updated to reflect the Planning Commission's direction. Toward the end of the hearings process- the Planning Commission will be able to review the entire proposal to ensure that there is consensus on the package being forwarded to the City Commission. The tentative schedule is for the Planning Commission to review topics from November 2022- January 2023

Accelerated Schedule For Technical Revisions

Deliverable: Recommended redline code to the City Commission

Staff recommends that the following topics and revisions be forwarded to the City Commission for review at the next available City Commission Meeting. These revisions provide clarity to existing policies or are needed to process currently submitted building permit applications. At the December 12, 2022 Hearing, the Planning Commission supported the revisions and provided direction to Staff, with a formal vote at the June 9, 2023 Hearing, which provides the required 35 days' notice to the Department of Land Conservation and Development. At the January 9, 20223 Hearing, the Planning Commission can move to forward this small package to the City Commission and continue the hearing to review the remainder of the topics if desired.

Middle Housing Driveway Specifications

OCMC 16.12.034 MINIMUM PUBLIC IMPROVEMENTS AND DESIGN STANDARDS FOR DEVELOPMENT, DRIVEWAYS
OCMC 17.16 MIDDLE HOUSING DESIGN STANDARDS

Minimum Public Improvements And Design Standards For Development, Driveways

- Coordinate with Public Works- Development Services to revise driveway widths to better align across code sections and meet policy goals. Please refer to Exhibit 3- December 5, 2022 Memo by Josh Wheeler, Assistant City Engineer.

Middle Housing Design Standards

- Revise Figure 17.16.040.A.1 to show paired parking spaces and remove all dimensions from the figure. *The revised figure will be included in January 9, 2023 package.*
- Removed dimensional standards from OCMC 17.16.040 Parking standards. *This remvoes an uneeded cross refernce.*

Parking Standards for Triplexes and Quadplexes

Technical clarifications to reflect that standards apply per development, not per unit. Consider relocating the standards to the triplex and quadplex design section. At this time, Staff does not recommend any revisions to the parking sections for Triplexes and Quadplexes and will review for any needed technical corrections as part of any future needed compliance with **Climate-Friendly and Equitable Communities**.

Townhome Restriction in Middle Housing Land Division

OCMC 16.24 EXPEDITED AND MIDDLE HOUSING LAND DIVISIONS

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

The City has received additional direction from the Department of Land Conservation and Development (DLCD) that sizing caps can be added to the Middle Housing Land Division process, which is intended to support smaller infill middle housing development.

Townhomes developments have traditionally been reviewed through the City's subdivision process, which can require a higher level of street connectivity and infrastructure review. HB 2001 required cities to allow townhomes in all single-family residential zoning districts and include them in uses that can take advantage of Middle Housing Land Division process. However, with no upper cap, larger townhome development could potentially apply for a review under the Middle Housing Land Division process, which complicates the City's ability to require needed infrastructure improvements, including connecting to the neighboring street network. *OCMC16.24.050 Criteria Of Approval – Middle Housing Land Division* does look at needed street improvements- but the analysis does not scale appropriately for larger developments.

With this new guidance from DLCD, Staff recommends revisions to the Middle Housing Land Division that caps the number of townhome units allowed through the Middle Housing Land Division process to four. Larger projects (5 or greater units) will be reviewed through the subdivision or partition process. This change clarifies the existing city approach to middle housing, which caps Type I Review of infill development to 4 dwelling units unless part of a cluster housing proposal (up to 14 units).

Dimensional Standards Revisions For Mixed-Use Downtown And Mixed-Use Corridor Districts

OCMC 17.34 MUD MIXED-USE DOWNTOWN DISTRICT
OCMC 17.29 MUC MIXED-USE CORRIDOR DISTRICT
OCMC 17.12 SINGLE-FAMILY DETACHED AND DUPLEX RESIDENTIAL DESIGN STANDARDS
OCMC 17.16 MIDDLE HOUSING DESIGN STANDARDS

Allowing an exemption of the maximum front yard setbacks and minimum density standards for standalone residential development of four units or less in the Mixed Use Corridor and Mixed Use Downtown Zoning Districts and creating a Type II Modification process for projects that need an adjustment to the middle housing design standards.

The Mixed Use Downtown and the Mixed Use Corridor utilize maximum front yard setbacks of 5 feet. Commercial and multifamily (5+ units) development are allowed greater setbacks through a combination of landscaping and other amenities to ensure a strong pedestrian orientation to the street through a Type II noticed Site Plan and Design Review process. *(OCMC 17.62.055D).* While HB 2001 does not regulate middle housing in commercial zones, the City wanted to create one streamlined process for all middle housing, regardless of the zoning district, and moved what was previously a Type II review process to a Type I review as part of the June 2022 redline package. Unfortunately, this action has created a setback requirement (5 feet) with no path for applicants to request a setback reduction, barring a Planning Commission Variance. A code section exemption with additional direction on the modification process seems to be the best approach for this issue. Additionally, meeting the minimum density requirement of 17 units per acre could prove to be problematic for smaller lots or with existing development patterns onsite in the Mixed Use Corridor zone. At this time, Staff does not recommend the exemption of minimum density within the Mixed Use Downtown, which is part of Oregon City's Regional Center.

As a way to further differentiate middle housing proposals from multifamily or mixed-use proposals, Staff recommends the following redline code be added:

Mixed Use Corridor

- Standalone residential development of fewer than five units are exempt from maximum setbacks and minimum density requirements of the underlying zone.

Mixed Use Downtown

- Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

Single-Family Detached And Duplex Residential Design Standards

- Introduce review criteria for a Type II modification review.

Middle Housing Design Standards

- Introduce the existing Type II Modification Process found in the Single-Family Detached And Duplex Residential Design Standards, with new review criteria.
- Clarify that parking and parking isles are not allowed in front of dwelling units in commercial zones through a Type I process.
- Remove the 20,000 square foot lot allowance for parking in the front of the building in commercial zones and send those needing larger front yard parking areas to a Type II modification process. *The 20,000 square foot appears to be an arbitrary size created in the 2019 equitable housing process, which reviewed middle sizing in commercial zones through a Type II Site Plan process. Many lots along Molalla Avenue are smaller than 20,000 feet. This revised approach allows an option for a simple Type I building permit review along with an avenue for a Type II modification.*

Exhibits

1. December 5, 2022 Memo by Josh Wheeler, Assistant City Engineer
2. Minimum Public Improvements and Design Standards For Development**,** Driveways. Proposed Redlines
3. Middle Housing Design Standards Proposed Redlines
4. Single-Family Detached And Duplex Residential Design Standards Proposed Redlines
5. Mixed-Use Downtown District Proposed Redlines
6. Mixed-Use Corridor District Proposed Redlines
7. Expedited And Middle Housing Land Divisions Proposed Redlines
8. HB 2001 Package #2 Hearing Topic Timeline – Updated *(see agenda item 6b)*
9. Public Comment Matrix- Updated *(see agenda item 6b)*
10. October 15, 2022 Planning Commission Memo (Process Overview) *(see agenda item 6b)*
11. July 19, 2022, memo from Elizabeth Decker, JET Planning (*see agenda item 6b*)
12. Oregon City Zoning Map
13. Housing Choices Code Update project page

OREGON CITY

Public Works

13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4601

MEMORANDUM

December 5, 2022

To : Christina Robertson-Gardiner, Senior Planner
From : Josh Wheeler, PE, Assistant City Engineer

RE : Middle Housing Driveway Code 16.12.035

Oregon City Public Works has made recommended revisions to OCMC 16.12.035 due to the additions of middle housing to City Code.

Some revisions are clerical or clarifying in nature. Other revisions are directly related to the implementation of middle housing. Lastly, a couple of revisions are to enhance code based on experiences and questions we have encountered during permitting. The goal of most of these revisions is to provide flexibility but also limit the amount of driveways which ensures a safer travel environment. Note that driveways are defined as access from a public right-of-way to a private property. The portion of the access beyond the right-of-way on private property is not regulated. A summary of the most significant revisions is shown below :

- Requiring shared driveways when driveways cannot meet driveway spacing requirements
- Requiring a limit of maximum two driveways per frontage for all residential uses
- Limiting the number of driveways to properties with only one frontage to one driveway <u>or</u> two driveways, if the proposal meets the middle housing standards.
- Providing flexibility for the size of shared driveways
- Providing direction for cluster housing
- Providing an equitable, consistent regulation for middle housing that acts as or can easily be compared to a small subdivision or partition with individual lots
- Ensuring driveways on collectors or arterials do not allow for backing out onto these roadways. All movements must be forward-facing when leaving the property

D. For the intersection of OR 213 and Beavercreek Road, the following mobility standards apply:

1. During the first, second and third hours, a maximum v/c ratio of 1.00 shall be maintained. Calculation of the maximum v/c ratio will be based on an average annual weekday peak hour.

E. Until the city adopts new performance measures that identify alternative mobility targets, the city shall exempt proposed development that is permitted, either conditionally, outright, or through detailed development master plan approval, from compliance with the above-referenced mobility standards for the following state-owned facilities:

I- 5/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

1. In the case of conceptual development approval for a master plan that impacts the above references intersections:

   a. The form of mitigation will be determined at the time of the detailed development plan review for subsequent phases utilizing the code in place at the time the detailed development plan is submitted; and

   b. Only those trips approved by a detailed development plan review are vested.

2. Development which does not comply with the mobility standards for the intersections identified in OCMC 16.12.033 shall provide for the improvements identified in the transportation system plan (TSP) in an effort to improve intersection mobility as necessary to offset the impact caused by development. Where required by other provisions of the code, the applicant shall provide a traffic impact study that includes an assessment of the development's impact on the intersections identified in this exemption and shall construct the intersection improvements listed in the TSP or required by the code.

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

16.12.035 Driveways.

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

Table 16.12.035.A
Minimum Driveway Spacing Standards

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

Local Streets	Minimum distance from a street corner to a driveway and between driveways for all uses other than detached single family dwellings, duplexes, triplexes, quadplexes and townhouses.	25 feet

1. When driveways are shared (combined), the minimum driveway spacing shall be 20 feet.
2. All driveways, except for shared driveways, shall be placed a minimum of 5 feet from the property line.

~~1.~~3. The distance from a street corner to a driveway is measured along the right-of-way from the edge of the intersection (on the same side of the road) right-of-way to the nearest portion of the driveway and the distance between driveways is measured at the nearest portions of the driveway at the right-of-way.

B. All detached single-~~-~~family dwellings, duplexes, triplexes, quadplexes and townhouses shall have driveways which meet the minimum distance from a street corner standard~~s~~ except when the lot size is smaller than the minimum distance required. When minimum distance cannot be met due to lot size or due to the location of an overlay district, the driveway shall be located as far away from the intersection~~-~~as possible, but no more than 5 feet to the neighboring property line, as approved by the city engineer.

C. Nonresidential or multi-family residential use driveways that generate high traffic volumes as determined by a traffic analysis shall be treated as intersections and shall adhere to requirements of OCMC 16.12.020.

D. For any detached single- family dwellings, duplexes, triplexes, quadplexes and townhouses or property developed with an ADU with multiple frontages, o~~O~~nly one driveway is allowed per street frontage classified as a local street and in no case shall more than two driveways (one per frontage) be allowed~~ for any single-family detached residential or middle housing property, or property developed with an ADU with multiple frontages~~, unless otherwise approved by the city engineer.

1. Two driveways shall never be granted for any property with only one frontage on a local road for any single family detached residential property or property that contains and ADU unless required by Clackamas Fire District No. 1.

E. Cluster housing properties may be granted more than one driveway per property and per frontage meeting the spacing standards. Driveways should be combined whenever possible to limit the amount of driveways per property.

1. Middle housing properties with only one building may be allowed one driveway for every two units, provided that spacing standards and/or driveway width requirements are met.
2. Middle housing properties with more than one structure shall meet the cluster housing standards.

F. Townhouses shall have one driveway approach for every two dwelling units(round up for townhouse structures with an odd number of dwellings).

G. Driveways on collectors or arterials shall be provided in such a way that no backing of a vehicle will occur from the driveway to the collector or arterial.

~~D.~~H. When a property fronts multiple roads, access shall be provided from and limited to the road with the lowest classification in the transportation system plan to minimize points of access to arterials and collectors. Access shall not be provided on arterial or collector roads unless there is no other alternative. At the discretion of the city engineer, properties fronting a collector or arterial road may be allowed a second driveway, for the creation of a circulation pattern that eliminates reverse maneuvers for vehicles exiting a property if applied for and granted through procedures in OCMC 16.12.013. All lots proposed with a driveway and lot orientation on a collector or minor arterial shall combine driveways into one joint access per two or more lots unless the city engineer determines that:

1. No driveway access may be allowed since the driveway(s) would cause a significant traffic safety hazard; or

2. Allowing a single driveway access per lot will not cause a significant traffic safety hazard.

~~E.~~I. All driveway approaches shall be limited to the dimensions identified in Table 16.12.035.D.

Table 16.12.035.D
Driveway Approach Size Standards

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

1. Shared driveways for middle housing structures shall be minimum 18 feet and maximum 36 feet except when section J.4.a applies.
2. Driveway widths shall match the width of the driveway approach where the driveway meets sidewalk or property line but may be widened onsite (for example between the property line and the entrance to a garage). Groups of more than four parking spaces shall be so located and served by driveways so that their use will not require backing movements or other maneuvering within a street right-of-way other than an alley.

J. The city engineer reserves the right to require a reduction in the number and size of driveway approaches as far as practicable for any of the following purposes:

1. To provide adequate space for on-street parking;
2. To facilitate street tree planting requirements;
3. To assure pedestrian and vehicular safety by limiting vehicular access points; and
4. To assure that adequate sight distance requirements are met.

   a. Where the decision maker determines any of these situations exist or may occur due to the approval of a proposed development for non-residential uses or attached or multi-family housing, a shared driveway shall be required and limited to twenty-four feet in width adjacent to the sidewalk or property line.

K. For all driveways, the following standards apply:

2. Each new or redeveloped curb cut shall have an approved concrete approach or asphalted street connection where there is no concrete curb and a minimum hard surface for at least ten feet back into the property as measured from the current edge of sidewalk or street pavement to provide for controlling gravel tracking onto the public street. The hard surface may be concrete, asphalt, or other surface approved by the city engineer.

3. Any driveway approach built within public right-of-way shall be built and permitted per city requirements as approved by the city engineer.

4. No driveway with a slope of greater than fifteen percent shall be permitted without approval of the city engineer.

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

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

16.12.065 Building site—Grading.

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

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

16.12.85 Easements.

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

A. Utilities. Utility easements shall be required where necessary as determined by the city engineer. Insofar as practicable, easements shall be continuous and aligned from block-to-block within the development and with adjoining subdivisions or partitions.

   1. Specific public utility easements for water, sanitary or storm drainage shall be provided based on approved final engineering plans conforming to the requirements found within the applicable design standards.

Chapter 17.16 MIDDLE HOUSING DESIGN STANDARDS

17.16.010 Purpose.

The intention of these standards is to promote quality middle housing developments that include - physical and visual connection between units and the street, enhance the streetscape with attractive and varied front facades, minimize the prominence of garages and off-street parking areas, and promote compatibility with the surrounding neighborhood.

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

17.16.020 Applicability.

The standards of this chapter apply to townhouses, triplexes, quadplexes, and cottage clusters in any zone. The applications are processed as a Type I minor site plan and design review per OCMC 17.62.035 concurrently with a building permit application.

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

17.16.025 Review process.

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

A. The review body may approve requested modifications if it finds that the applicant has shown that the following approval criteria are met:

1. The modification will result in a development that better meets the applicable design guidelines; and
2. The modification meets the intent of the standard. On balance, the proposal will be consistent with the purpose of the standard for which a modification is requested.

17.16.030 Townhouse design standards.

A. Townhouses shall meet the dimensional and density standards of the underlying zoning district.

B. Each townhouse shall comply with the residential design options in OCMC 17.14.030. For purposes of applying the standards in OCMC 17.14.030, the garage width shall be measured based on the foremost four feet of the interior garage walls.

C. No more than six consecutive townhouses that share a common wall are allowed.

D. The main entrance of each townhouse must:

1. Be within eight feet of the longest street-facing wall of the dwelling unit, if the lot has public street frontage; and
2. Either:
    a. Face the street (see Figure 17.16.030.D.1);
    b. Be at an angle of up to forty five degrees from the street (see Figure 17.16.030.D.2);
    c. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides (see Figure 17.16.030.D.3); or

d. Open onto a porch that is at least twenty five square feet in area, and that has at least one entrance facing the street or have a roof (see Figure 17.16.030.D.4).

Figure 17.16.030.D.1
Main Entrance Facing the Street

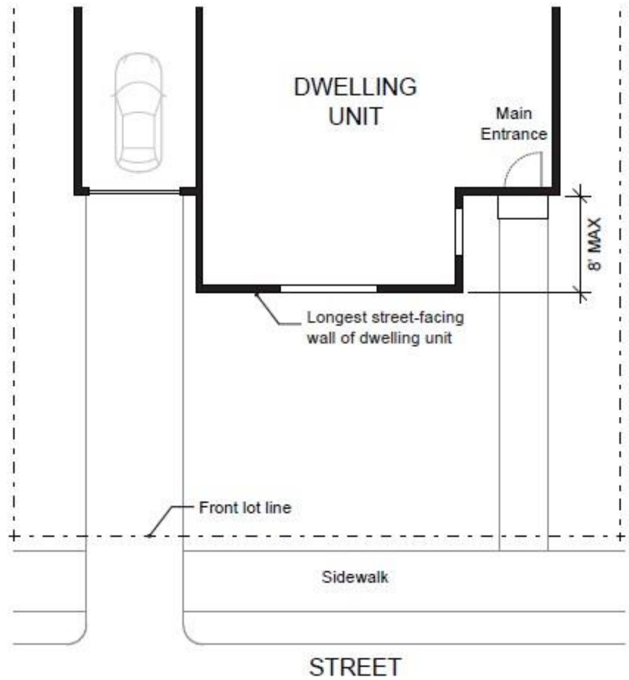


Figure 17.16.030.D.2
Main Entrance at Forty Five Degree Angle from the Street

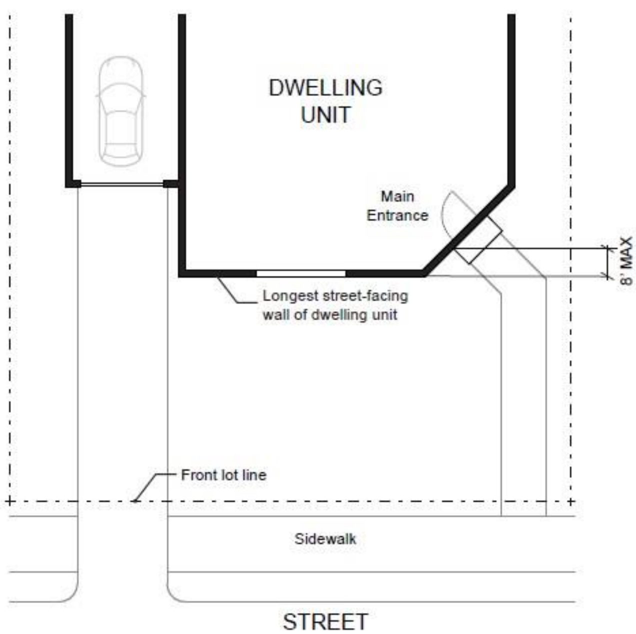


Figure 17.16.030.D.3
Main Entrance Facing Common Open Space

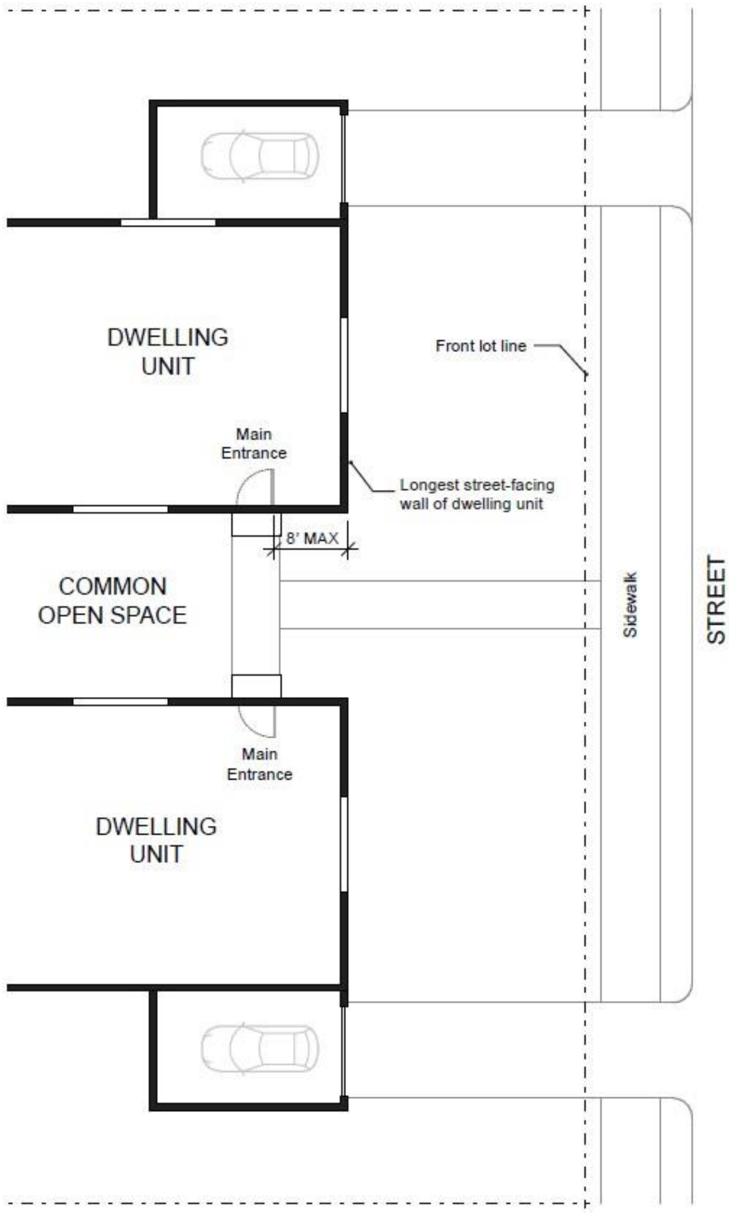
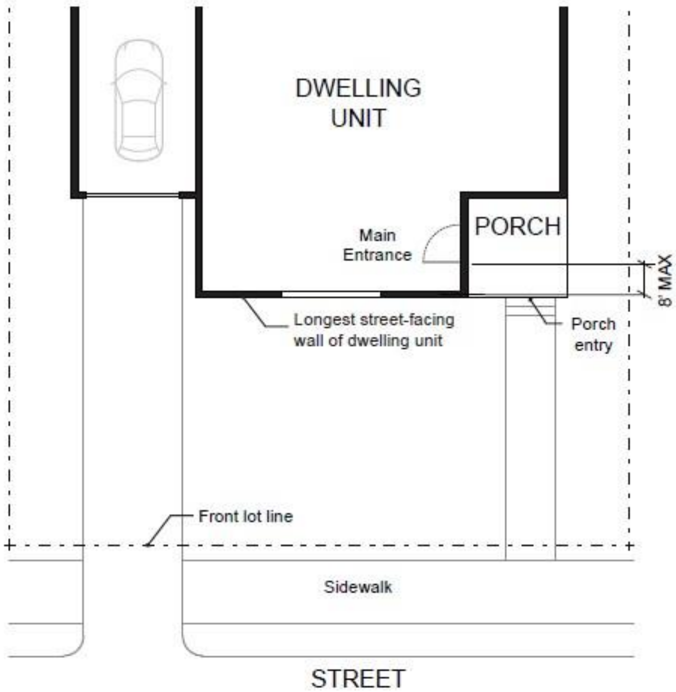


Figure 17.16.030.D.4
Main Entrance Opening onto a Porch



E. Driveway access and parking shall comply with OCMC 17.16.040.

F. Townhouses shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

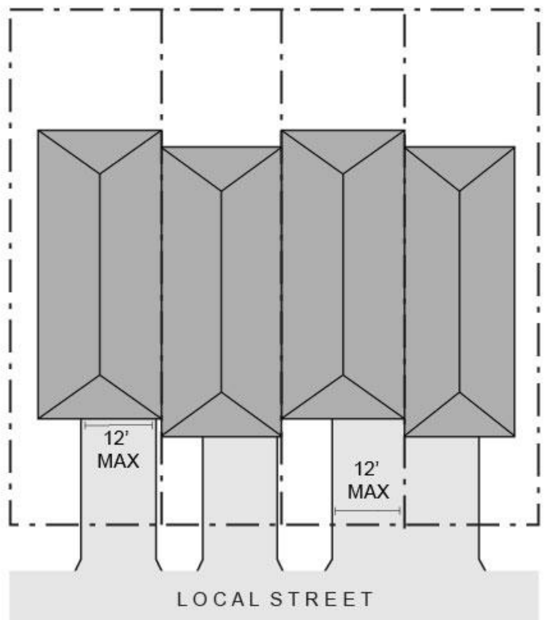
(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.16.040 Townhouse driveway access and parking.

A. Where townhouses have frontage on a public street, garages on the front façade of a townhouse, off-street parking areas in the front yard, and driveway accesses in front of a townhouse are permitted in compliance with the following standards (see Figure 17.16.030.E.1):

1. All driveways shall comply with OCMC 16.12.035.
2. Outdoor on-site parking and maneuvering areas shall not exceed twelve feet wide on any lot~~; and~~
   a. For two abutting lots in the same townhouse project, driveways are encouraged to be paired and abut along the lot line to create one shared driveway approach, ~~which may be between 20 to 24 feet in width,~~ meeting all other standards of OCMC 16.12.035.
3. The garage width shall not exceed twelve feet.
4. Each townhouse lot shall have a street frontage on a local street.

Figure 17.16.040.A.1
Townhouses with Parking in the Front Yard



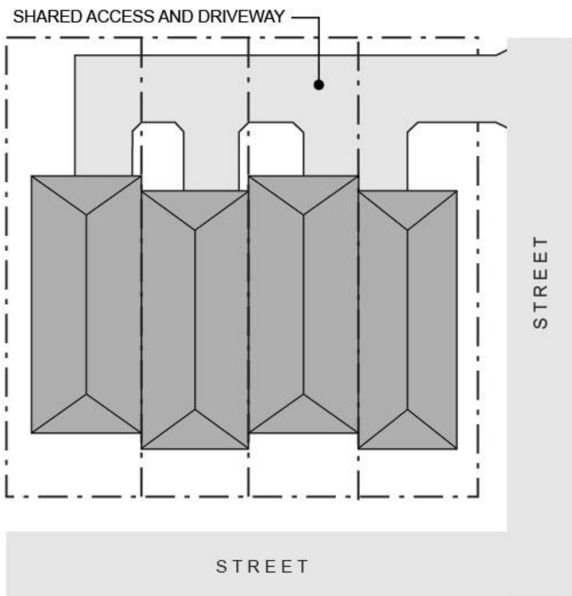
Revised figure will be removed or show two paired driveways.

B. Garages not on the front façade and townhouses which do not include off-street parking in the front yard are permitted in compliance with the following standards. The following driveway access and parking standards may also be voluntarily utilized for townhouses that could otherwise meet the standards in OCMC 17.16.040.A:

1. Off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.

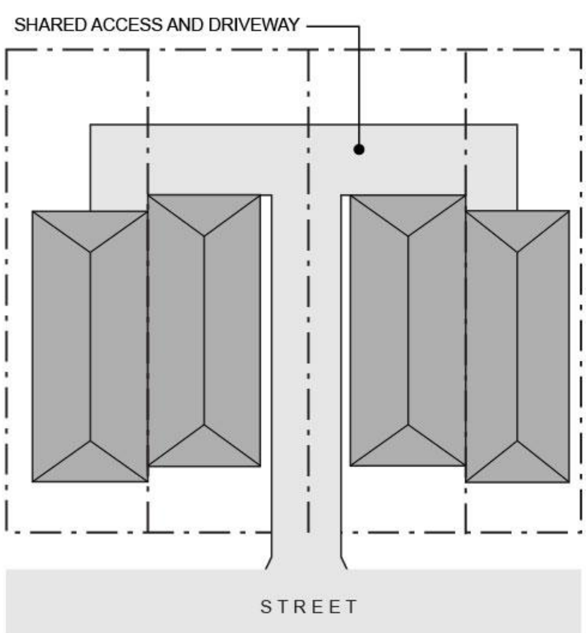
2. Development that includes a corner lot shall take access from a single driveway on the side of the corner lot. The city engineer may alter this requirement based on street classifications, access spacing, or other provisions. See Figure 17.16.040.B.2.

Figure 17.16.040.B.2
Development with Corner Lot Access



3. Development that does not include a corner lot shall consolidate access for all lots into a single driveway. The access and driveway are not allowed in the area directly between the front façade and front lot line of any of the single-family attached dwellings. See Figure 17.16.040.B.3.

Figure 17.16.040.B.3
Development with Consolidated Access



4. A development that includes consolidated access or shared driveways shall record access easements to allow normal vehicular access and emergency access.

C. Developments served by an alley providing access to the rear yard are exempt from compliance with OCMC 17.16.040.A and 17.16.040.B.

D. Driveways shall comply with the standards of OCMC 16.12.035.

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

17.16.060 Triplex and quadplex development requirements.

A. Triplexes and quadplexes shall meet the dimensional and density standards of the underlying zoning district.

B. Each triplex or quadplex shall comply with the residential design options in OCMC 17.14.030. For purposes of applying the standards in OCMC 17.14.030, the width of any garage(s) shall be measured based on the foremost four feet of the interior walls of the garage(s).

C. At least one main entrance for each triplex or quadplex structure must:

1. Be within eight feet of the longest street-facing wall of the dwelling unit, if the lot has public street frontage; and

2. Either:

a. Face the street (see Figure 17.16.030.D.1);

b. Be at an angle of up to forty-five degrees from the street (see Figure 17.16.030.D.2);

c. Face a common open space or private access or driveway that is abutted by dwellings on at least two sides (see Figure 17.16.030.D.3); or

d. Open onto a porch that is at least twenty five square feet in area, and that has at least one entrance facing the street or have a roof (see Figure 17.16.030.D.4).

D. In residential zones, garages on the front façade and off-street parking areas in the front yard, are permitted in compliance with the following standards:

1. Outdoor on-site parking and maneuvering areas shall not exceed a total of forty feet wide or fifty percent of the lot frontage, whichever is less; and

2. The combined width of all garages shall not exceed forty feet or fifty percent of the lot frontage, whichever is less.

E. In mixed-use and commercial zones, parking <u>aisles or</u> areas shall be located behind the building façade that is closest to the street, below buildings, or on one or both sides of buildings, except where the following conditions exist:

1. The site does not abut a collector or arterial street (i.e. the site abuts a local street);

2. The site is not a corner lot; and

3. ~~The site is less than twenty thousand square feet in size; or~~

4. There is an existing topographic constraint that precludes locating the parking area in conformance with this standard.

F. Triplexes and quadplexes shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

G. The creation of a triplex or quadplex through conversion of an existing single-family detached residential unit is exempt from the standards of this section.

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

17.16.065 Detached triplexes

A. Triplexes consisting of three detached dwelling units, or one detached and two attached dwelling units, are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.

B. In the case of a triplex with detached dwelling units, each street-facing façade that is not separated from the street property line by a dwelling shall meet the standards in OCMC 17.14.030.

C. Any detached dwelling unit that is not separated from the street property line by a dwelling along more than 50 percent of its street-facing façade shall provide at least one main entrance meeting the standards of OCMC 17.16.060.C.

17.16.070 Cottage clusters.

A. Intent.

1. To provide a variety of housing types that respond to changing household sizes and ages, including but not limited to retirees, small families, and single-person households.

2. To encourage creation of more usable open space for residents of the development through flexibility in density and lot standards.

3. To ensure that the overall size and visual impact of the cluster development be comparable to standard residential development, by balancing bulk and mass of individual residential units with allowed intensity of units.

4. To provide centrally located and functional common open space that fosters a sense of community and a sense of openness in cluster housing developments.

5. To ensure minimal visual impact from vehicular use and storage areas for residents of the cluster housing development as well as adjacent properties.

B. Density Standards. Cottage clusters shall meet the density standards of the underlying zoning district.

C. Dimensional Standards. Cottage clusters shall meet the dimensional standards of the underlying zoning district and the following standards.

1. Maximum building footprint: Nine hundred square feet per cottage cluster unit.

2. Maximum average gross floor area: One thousand square feet per cottage cluster unit.

3. Maximum gross floor area: One thousand five hundred square feet per cottage cluster unit.

4. Setbacks for accessory buildings shall comply with OCMC 17.54.010.

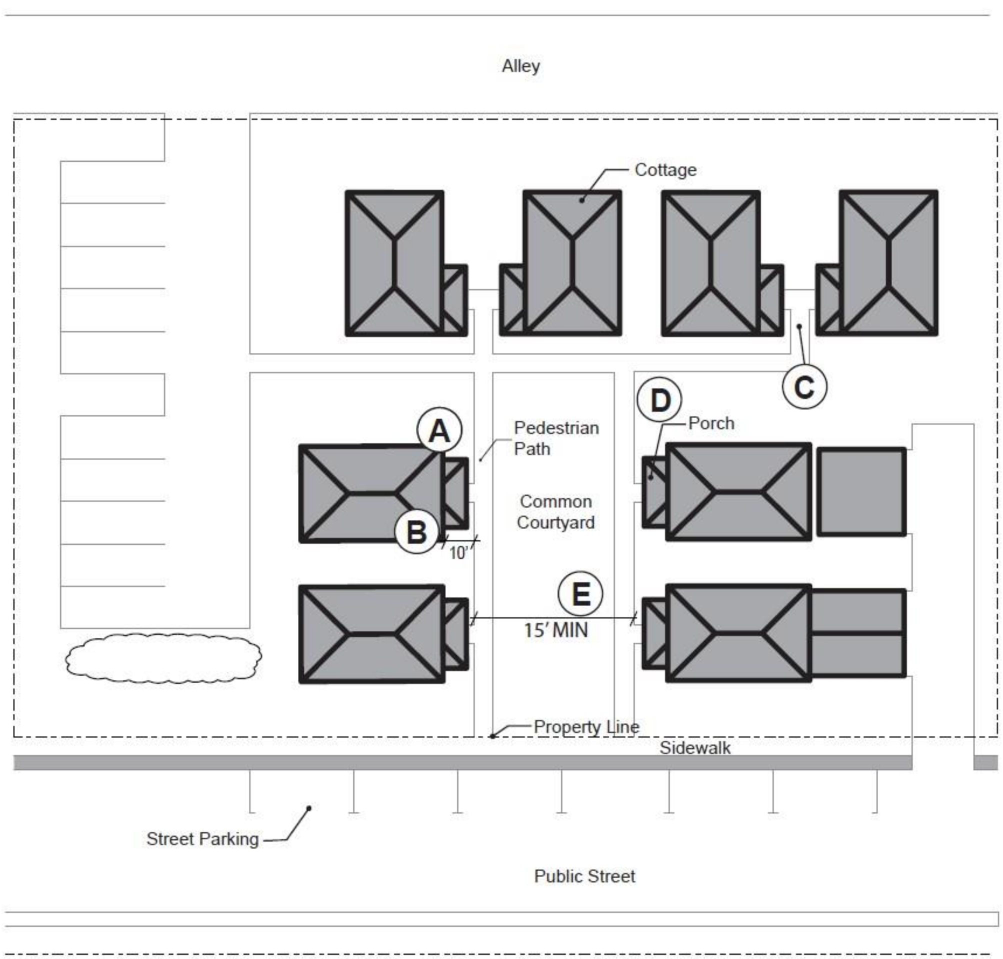
5. Minimum distance separating cottage cluster units (excluding attached dwellings and accessory structures): Ten feet.

6. Cottage clusters shall contain a minimum of four and a maximum of twelve cottage cluster units per cluster to encourage a sense of community among the residents. A development site may contain more than one cluster, however only one cluster of up to twelve units per lot is eligible to utilize the middle housing land division process in OCMC 16.24.

D. Cottage Orientation. Cottages must be clustered around a common courtyard, meaning they abut the associated common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 17.16.070.D):

1. Each cottage cluster unit within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
2. A minimum of fifty percent of cottage cluster units within a cluster must be oriented to the common courtyard and must:
    a. Have a main entrance facing the common courtyard;
    b. Be within ten feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
    c. Be connected to the common courtyard by a pedestrian path.
3. Cottages within twenty feet of a street property line may have their entrances facing the street.
4. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 17.16.070.D
Cottage Cluster Orientation and Common Courtyard Standards



A — A minimum of 50% of cottages must be oriented to the common courtyard.

B — Cottages oriented to the common courtyard must be within 10 feet of the courtyard.

C — Cottages must be connected to the common courtyard by a pedestrian path.

D — Cottages must abut the courtyard on at least two sides of the courtyard.

E — The common courtyard must be at least 15 feet wide at it narrowest width.

E. Common Courtyard Design Standards.

1. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents.

1. The required minimum common courtyard is one hundred fifty square feet per cottage cluster unit~~,~~

2. Common courtyards must meet the following standards (see Figure 17.16.070.D):

   a. The common courtyard must be a single compact, contiguous, central open space that:

      i. Has a minimum dimension of fifteen feet.

      ii. Abuts at least fifty percent of the cottage cluster units in the cottage cluster

   b. The common courtyard shall be developed with a mix of landscaping and lawn area, recreational amenities, hard-surfaced pedestrian paths, and/or paved courtyard area. Impervious elements of the common open space shall not exceed seventy-five percent of the total common courtyard area.

   c. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

F. Pedestrian Access. An accessible, hard-surfaced pedestrian path that is a minimum of four feet wide must be provided that connects the main entrance of each cottage cluster unit to the following:

1. The common courtyard;

2. Shared parking areas;

3. Community buildings; and

4. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

G. Community Buildings. Cottage clusters may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. Community buildings must meet the following standards:

1. A cottage cluster is permitted one community building, which shall count towards the maximum one thousand square feet average floor area limitation,

2. A community building that meets the definition of a dwelling unit must meet the maximum nine hundred square foot building footprint limitation that applies to cottage dwelling units, unless a

covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.

H. Dwelling Types.

1. In the R-10, R-8 and R-6 zones: In addition to detached cottage cluster units groups of up to two units attached together are permitted in a cottage cluster

2. In the R-5 and R-3.5 zones: In addition to detached cottage cluster units ~~and~~, groups of up to four units attached together are permitted in a cottage cluster.

3. In the R-2 zone: In addition to detached cottage cluster units, ~~and~~ groups of up to six units attached together~~,~~ are permitted in a cottage cluster

4. Accessory dwelling units are not permitted as part of a cottage cluster.

I. Each cottage cluster unit within twenty feet of a street property line shall comply with the residential design options in OCMC 17.14.030.

J. Parking shall be provided pursuant to the following requirements (see Figure 17.16.070.J):

1. Parking shall be provided at a ratio of one parking space per dwelling unit minimum and 2.5 spaces per dwelling unit maximum.

2. All parking shall be located on-site and shall not include shared parking or on-street spaces as allowed by OCMC 17.52.020.B.

3. Landscaping, fencing, or walls at least three feet tall shall separate parking areas and parking structures from common courtyards and public streets.

4. Parking shall be located in clusters of not more than five adjoining spaces (except where parking areas are adjacent to an alley).

5. Parking clusters shall be separated by a landscaping planter that is a minimum of four feet in width.

6. Parking spaces and vehicle maneuvering areas are prohibited:

   a. In the front, interior or and side yard setback areas.

   b. Within twenty feet of any street property line or within ten feet of any other property line, except alley property lines.

   c. Between a street property line (excluding an alley) and the front façade of cottages located closest to the street property line.

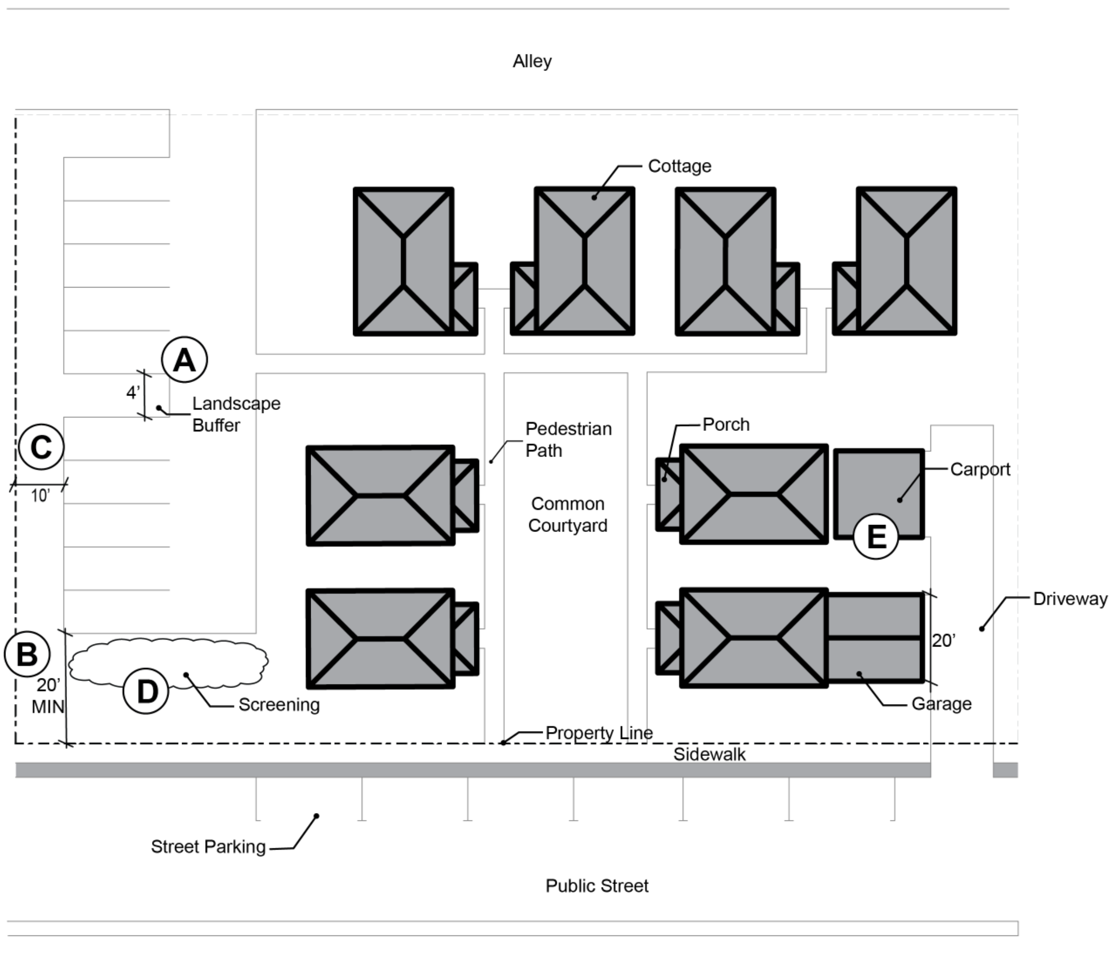
7. Drive aisles and access driveways are allowed in the side or rear yard setback, and within ten feet of other property lines.

8. Detached parking structures/garages shall be six hundred square feet or less if shared by more than one cottage cluster unit, or four hundred square feet or less if exclusively used by a single cottage cluster unit. Such detached parking structures/garages shall not be counted as part of the allowed average or maximum gross floor area or building footprint of the cottage cluster units.

9. Garages may be attached to cottage cluster units. Such garages shall not abut common open spaces, shall have garage doors of twenty feet or less in width shall not exceed two hundred square feet of gross floor area. The gross floor area of the garage shall not count towards the allowed average or maximum gross floor area or building footprint of the cottage cluster unit.

10. Driveways shall comply with OCMC 16.12.035.

Figure 17.16.070.J
Cottage Cluster Parking Design Standards



A Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.

B No parking or vehicle area within 20 feet from street property line (except alley).

C No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.

D Screening required between clustered parking areas or parking structures and public streets or common courtyards.

E Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

K. Fences.

1. All fences shall be no more than forty-two inches in height, except that fences within one foot of the side or rear property line and outside of the front setback area may be no more than six feet in height.
2. Chain link fences shall not be allowed.

L. Existing Dwelling Unit On-Site. One existing single-family detached residential unit incorporated into a cottage cluster-that does not meet the requirements of this section is permitted to remain on a site developed for cottage cluster-and shall be considered a unit in the development. The size of the existing single-family detached residential unit may exceed the maximum building footprint and maximum gross floor area, and shall not be part of the average gross floor area calculations. The existing single-family detached residential unit shall be excluded from the calculation of orientation toward the common courtyard. Modifications or additions to the existing dwelling unit not consistent with the provisions of this section shall not be permitted.

17.16.080 Sufficient infrastructure.

A. For all triplexes, quadplexes, townhouses and cottage clusters in residential zones, the city shall work with the applicant to ensure that sufficient infrastructure will be provided, or can be provided, to include:

1. Connection to a public wastewater system capable of meeting established service levels.
2. Connection to a public water system capable of meeting established service levels.
3. Access via public or private streets meeting adopted emergency vehicle access standards to a city's public street system.
4. Storm drainage facilities capable of meeting established service levels for storm drainage.

Chapter 17.14 SINGLE-FAMILY DETACHED AND DUPLEX RESIDENTIAL DESIGN STANDARDS

17.14.010 Purpose.

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

A. Enhance Oregon City through the creation of attractively designed housing and streetscapes.

B. Ensure that there is a physical and visual connection between the living area of the residence and the street.

C. Improve public safety by providing "eyes on the street".

D. Promote community interaction by designing the public way, front yards and open spaces so that they are attractive and inviting for neighbors to interact.

E. Prevent garages from obscuring or dominating the primary facade of the house.

F. Provide clear and objective standards for good design at reasonable costs and with multiple options for design variety.

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

17.14.020 Applicability.

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

A. New single-family detached residential units and duplexes or new garages or expansions of an existing garage on properties with this use require compliance with OCMC 17.14.030 through 17.14.050, OCMC 17.21 or OCMC 17.22 if applicable, as well as OCMC 17.14.080 and 17.14.090.

B. Residences on a flag lot with a pole length of one hundred feet or greater are exempt from OCMC 17.14.030—17.14.050.

C. Compliance with minimum public improvements standards in OCMC Chapter 16.12 is required.

D. The creation of a duplex through conversion of an existing single-family detached residential unit is exempt from the standards of this chapter.

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

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

17.14.025 Review process.

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

A. The review body may approve requested modifications if it finds that the applicant has shown that the following approval criteria are met:

1. The modification will result in a development that better meets the applicable design guidelines; and

2. The modification meets the intent of the standard. On balance, the proposal will be consistent with the purpose of the standard for which a modification is requested.

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

17.14.030 Residential design options.

A. A residence with no garage, a garage not on a street-facing façade, or a detached garage shall provide five of the residential design elements in OCMC 17.14.040.A on the front facade of the structure.

B. A residence with a front-facing garage where the structure is less than twenty-four feet wide may be permitted if:

1. The garage is no more than twelve feet wide and;

2. The garage does not extend closer to the street than the furthest forward living space on the street-facing facade;

3. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and

4. One of the following is provided:

a. Interior living area above the garage is provided. The living area shall be set back no more than four feet from the street-facing garage wall; or

b. A covered balcony above the garage is provided. The covered balcony shall be at least the same length as the street-facing garage wall, at least six feet deep and accessible from the interior living area of the dwelling unit;

C. A residence with a garage that extends up to fifty percent of the length of the street-facing facade and is not closer to the street than the furthest forward living space on the street-facing facade may be permitted if:

1. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.

D. A residence with a garage that extends up to sixty percent of the length of the street-facing facade and is recessed two feet or more from the furthest forward living space on the street-facing facade may be permitted if:

1. Seven of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.

E. A residence with a garage that extends up to sixty percent of the length of the street-facing facade may extend up to four feet in front of the furthest forward living space on the street-facing facade may be permitted if:

1. Eight of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and

2. One of the options in OCMC 17.14.040.B is provided on the front facade of the structure.

F. A residence with a garage that extends up to fifty percent of the length of the street-facing facade may extend up to eight feet in front of the furthest forward living space on the street-facing facade if:

1. Nine of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure; and

2. One of the options in OCMC 17.14.040.B is provided on the front facade of the structure.

G. A residence with a garage that is side-oriented to the front lot line may extend up to thirty-two feet in front of the furthest forward living space on the street-facing facade if:

1. Windows occupy a minimum of fifteen percent of the lineal length of the street-facing wall of the garage; and

2. Six of the residential design elements in OCMC 17.14.040.A are included on the front facade of the structure.

3. The garage wall does not exceed sixty percent of the length of the street-facing façade.

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

17.14.035 Corner lots and through lots.

A. Residences on corner lots and through lots shall comply with one of the options in OCMC 17.14.030 for the front of the home

B. The other street-facing side of the residence on a corner lot or through lot shall include the following:

   1. Windows and doors for a minimum of fifteen percent of the lineal length of the ground floor facade;
   2. Minimum four-inch window trim; and
   3. Three additional residential design elements selected from OCMC 17.14.040.A.

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

17.14.040 Residential design elements.

A. The residential design elements listed below shall be provided as required in OCMC 17.14.030 above.

   1. The design of the residence includes dormers, which are projecting structures built out from a sloping roof housing a vertical window;
   2. The roof design utilizes a:
      a. Gable, which is a roof sloping downward in two parts from a central ridge, so as to form a gable at each end; or
      b. Hip, which is a roof having sloping ends and sides meeting at an inclined projecting angle.
   3. The building facade includes two or more offsets of sixteen inches or greater;
   4. A roof overhang of sixteen inches or greater;
   5. A recessed entry that is at least two feet behind the furthest forward living space on the ground floor, and a minimum of eight feet wide;
   6. A minimum sixty square-foot covered front porch that is at least five feet deep or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches;
   7. A bay window that extends a minimum of twelve inches outward from the main wall of a building and forming a bay or alcove in a room within;
   8. Windows and main entrance doors that occupy a minimum of fifteen percent of the lineal length of the front facade (not including the roof and excluding any windows in a garage door);
   9. Window trim (minimum four inches);
   10. Window grids on all street facing windows (excluding any windows in the garage door or front door).
   11. Windows on all elevations include a minimum of four-inch trim (worth two elements);
   12. Windows on all of the elevations are wood, cladded wood, or fiberglass (worth two elements);
   13. Windows on all of the elevations are recessed a minimum of two inches from the facade (worth two elements);
   14. A balcony that projects a minimum of one foot from the wall of the building and is enclosed by a railing or parapet;

15. Shakes, shingles, brick, stone or other similar decorative materials shall occupy a minimum of sixty square feet of the street facade;
16. All garage doors are a maximum nine feet wide;
17. All garage doors wider than nine feet are designed to resemble two smaller garage doors;
18. There are a minimum of two windows in each garage door;
19. A third garage door is recessed a minimum of two feet;
20. A window over the garage door that is a minimum of twelve square feet with window trim (minimum four inches);
21. The living space of the dwelling is within five feet of the front yard setback; or
22. The driveway is composed entirely of pervious pavers or porous pavement.

B. If the garage projects in front of the furthest forward living space on the street facing facade, one of the residential design elements 1 or 2 below, shall be provided in addition to the residential design elements required in OCMC 17.14.040.A. Residential design elements utilized in OCMC 17.14.040.B can be additionally utilized in OCMC 17.14.040.A.

1. A minimum sixty square-foot covered front porch that is at least five feet deep; or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches.
2. The garage is part of a two-level facade. The second level facade shall have a window (minimum twelve square feet) with window trim (minimum four inches).

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

17.14.050 Main entrances.

A. The main entrance for each single-family detached residential unit, and the main entrance for at least one unit in a duplex shall:

1. Be located on a façade that faces a street; or
2. Open onto a covered porch on a street-facing facade that is at least sixty square feet with a minimum depth of five feet.

B. The main entrance of one or more dwelling units on a flag lot shall face either the front lot line or the side lot line adjoining the flag pole.

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

17.14.060 Detached duplexes

A. Duplexes consisting of two detached dwelling units are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.

B. In the case of a duplex with detached dwelling units, each street-facing façade that is can bee seen from the street shall meet the standards in OCMC 17.14.030.

17.14.080 Residential lot tree requirements.

The intent of this section is to encourage the retention of trees, minimize the impact of tree loss during development and ensure a sustainable tree canopy in Oregon City at the time of construction. Though not required, the use of large native and heritage tree species is recommended as detailed in this section. In no case shall any plant listed as a nuisance, invasive or problematic species on any regionally accepted plant list be used.

A. Tree Requirement. All single-family detached residential units and middle housing developments shall comply with the requirements of this section. This requirement may be met using one or any combination of the three options below (tree preservation, tree planting, or tree fund). Table 17.14.080.A identifies the minimum number of inches of tree diameter per lot that shall be preserved, planted or paid into the tree fund. Adjustments from this section are prohibited. The applicant shall submit a residential tree plan for Options 1 and 2 demonstrating compliance with the requirements of this section.

Table 17.14.080.A
Tree Requirements

Lot Size (square feet)	Tree Diameter Inches Required to be Protected, Planted or Paid into Tree Fund
0—4,999	4"
5,000—7,999	6"
8,000—9,999	8"
10,000—14,999	10"
15,000 +	12"

1. Tree Preservation. The size of existing trees to be preserved shall be measured as diameter at breast height (DBH).

    a. This standard shall be met using trees that are located on the lot. When this option is used, a tree preservation plan is required.

    b. Trees to be preserved may be located anywhere on the lot, and shall be a minimum of two inches' caliper DBH.

    c. Large Native or Heritage Tree Incentive. If a tree is preserved that is selected from the list in Table 17.14.080.A.2, the diameter of the tree may be doubled when demonstrating compliance with the minimum tree requirements indicated in Table 17.14.080.A. For example, an Oregon White Oak with a two-inch caliper at DBH may count as a tree diameter of four inches.

2. Tree Planting. All planted trees shall measure a minimum two-inch caliper at six inches above the root crown. When this option is used, a tree planting plan is required.

    a. Trees may be planted anywhere on the lot as space permits.

    b. Large Native or Heritage Tree Incentive. If a tree is planted that is selected from the list in Table 17.14.080.A.2, the diameter of the tree may be doubled when demonstrating compliance with the minimum tree requirements indicated in Table 17.14.080.A. For example, an Oregon White Oak with a two-inch caliper at six inches above the root crown may count as a tree diameter of four inches.

Table 17.14.080.A.2
Large Native and Heritage Tree List

Common Name	Scientific Name

Oregon White Oak	Quercus garryana
Pacific willow	Salix lucida spp. lasiandra
Western red cedar	Thuja plicata
Western hemlock	Tsuga heterophylla
Northern Red Oak	Quercus rubra
Bur Oak	Quercus macrocarpa
Bigleaf Maple	Acer macrophyllum
Grand Fir	Abies grandis
Douglas Fir	Pseudotsuga menziesii
American Elm hybrids (disease resistant)	Ulmus spp.
Western yew	Taxus brevifolia

3. Tree Fund. This option may be used where site characteristics or construction preferences do not support the preservation or planting options identified above. The community development director may approve this option in-lieu-of or in addition to requirements of Option 1 and/or 2 above. The community development director may approve the payment of cash-in-lieu into a dedicated fund for the remainder of trees that cannot be replanted in the manner described above. The large native or heritage tree incentive does not apply when using this option to calculate the number of required inches.

    a. The cash-in-lieu payment per tree shall utilize the adopted fee schedule when calculating the total tree fund payment.

    b. The amount to be paid to the tree fund shall be calculated by subtracting the total inches of trees preserved and planted per subsection 1 and 2 above from the minimum tree diameter inches required in Table 17.14.080.A, dividing the sum by two inches and multiplying the remainder by the adopted fee from the Oregon City fee schedule. For example:

Lot Size	a. Tree Requirement per Table 17.14.080.A (inches)	b. Trees Preserved (inches)	c. Trees Planted (inches)	d. To be mitigated (inches) a.—b.—c.	Number of trees owed to tree fund. d./2" minimum caliper tree
10,000—14,999	10"	2"	4"	4"	2

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

17.14.090 Street trees.

All new single-family detached residential units and middle housing developments, or additions of twenty-five percent or more of the existing square footage of the residence (including the living space and garage(s)) shall install one street tree in accordance with OCMC 12.08 if there is not at least one existing street tree for every thirty-five feet of property frontage.

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

Chapter 17.34 MUD MIXED-USE DOWNTOWN DISTRICT

17.34.010 Designated.

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use. This district includes a downtown design district overlay for the historic downtown area. Retail and service uses on the ground floor and office and residential uses on the upper floors are encouraged in this district. The design standards for this sub-district require a continuous storefront façade featuring streetscape amenities to enhance the active and attractive pedestrian environment.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.020 Permitted uses.

Permitted uses in the MUD district are defined as:

A. Banquet, conference facilities and meeting rooms;

B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities;

C. Child care centers and/or nursery schools;

D. Indoor entertainment centers and arcades;

E. Health and fitness clubs;

F. Medical and dental clinics, outpatient; infirmary services;

G. Museums, libraries and cultural facilities;

H. Offices, including finance, insurance, real estate and government;

I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday;

J. Postal services;

K. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment;

L. Multi-family residential, triplexes and quadplexes;

M. One or two units in conjunction with a nonresidential use provided that the residential use occupies no more than fifty percent of the total square footage of the development;

N. Restaurants, eating and drinking establishments without a drive-through;

O. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;

P. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores provided the maximum footprint of a freestanding building with a single store does not exceed sixty thousand square feet (a freestanding building over sixty thousand square feet is allowed as long as the building contains multiple stores);

Q. Seasonal sales;

R. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state;

S. Studios and galleries, including dance, art, photography, music and other arts;

T. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers;

U. Veterinary clinics or pet hospitals, pet day care;

V. Home occupations;

W. Research and development activities;

X. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed;

Y. Transportation facilities;

Z. Live/work dwellings;

AA. After-hours public parking;

BB. Marinas;

CC. Religious institutions;

DD. Mobile food units outside of the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.030 Conditional uses.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

A. Drive-through facilities;

B. Emergency services;

C. Hospitals;

D. Outdoor markets that do not meet the criteria of OCMC 17.34.020.I;

E. Parks, playgrounds, play fields and community or neighborhood centers;

F. Parking structures and lots not in conjunction with a primary use on private property, excluding after-hours public parking;

G. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies and specialty stores in a freestanding building with a single store exceeding a foot print of sixty thousand square feet;

H. Public facilities such as sewage and water treatment plants, water towers and recycling and resource recovery centers;

I. Public utilities and services such as pump stations and sub-stations;

J. Distributing, wholesaling and warehousing;

K. Gas stations;

L. Public and or private educational or training facilities;

M. Stadiums and arenas;

N. Passenger terminals (water, auto, bus, train), excluding bus stops;

O. Recycling center and/or solid waste facility;

P. Shelters, except within the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.040 Prohibited uses.

The following uses are prohibited in the MUD district:

A. Kennels;

B. Outdoor storage and sales, not including outdoor markets allowed in OCMC 17.34.030;

C. Self-service storage;

D. Single-family detached residential units, townhouses and duplexes;

E. Motor vehicle and recreational vehicle repair/service;

F. Motor vehicle and recreational vehicle sales and incidental service;

G. Heavy equipment service, repair, sales, storage or rental (including but not limited to construction equipment and machinery and farming equipment);

H. Marijuana production, processing, wholesaling, research, testing, and laboratories;

I. Mobile food units within the downtown design district unless a special event has been issued.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.050 Pre-existing industrial uses.

Tax lot 5400 located at Clackamas County Tax Assessors Map #22E20DD, Tax Lots 100 and two hundred located on Clackamas County Tax Assessors Map #22E30DD and Tax Lot 700 located on Clackamas County Tax Assessors Map #22E29CB have special provisions for industrial uses. These properties may maintain and expand their industrial uses on existing tax lots. A change in use is allowed as long as there is no greater impact on the area than the existing use.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.060 Mixed-use downtown dimensional standards—For properties located outside of the downtown design district.

A. Minimum lot area: None.

B. Minimum floor area ratio: 0.30.

C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.

D. Maximum building height: Seventy-five feet, except for the following location where the maximum building height shall be forty-five feet:

1. Properties between Main Street and McLoughlin Boulevard and 11th and 16th streets;
2. Property within five hundred feet of the End of the Oregon Trail Center property; or
3. Property abutting single-family detached or attached units.

E. Minimum required setbacks, if not abutting a residential zone: None.

F. Minimum required interior side yard and rear yard setback if abutting a residential zone: Fifteen feet, plus one additional foot in yard setback for every two feet in height over thirty-five feet.

G. Maximum Allowed Setbacks.

1. Front yard: Twenty feet.
2. Interior side yard: No maximum.
3. Corner side yard abutting street: Twenty feet.
4. Rear yard: No maximum.
5. Rear yard abutting street: Twenty feet.

H. Maximum site coverage including the building and parking lot: Ninety percent.

I. Minimum landscape requirement (including parking lot): Ten percent.

J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.

K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.070 Mixed-use downtown dimensional standards—For properties located within the downtown design district.

A. Minimum lot area: None.

B. Minimum floor area ratio: 0.5.

C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.

D. Maximum building height: Fifty-eight feet.

E. Minimum required setbacks, if not abutting a residential zone: None.

F. Minimum required interior and rear yard setback if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every three feet in building height over thirty-five feet.

G. Maximum Allowed Setbacks.

1. Front yard setback: Ten feet.
2. Interior side yard setback: No maximum.
3. Corner side yard setback abutting street: Ten feet.
4. Rear yard setback: No maximum.
5. Rear yard setback abutting street: Ten feet.

Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.

H. Maximum site coverage of the building and parking lot: Ninety-five percent.

I. Minimum landscape requirement (including parking lot): Five percent.

J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.

K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.34.080 Explanation of certain standards.

A. Floor Area Ratio (FAR).

1. Purpose. Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.

2. Standards.

a. The minimum floor area ratios contained in OCMC 17.34.060 and 17.34.070 apply to all nonresidential and mixed-use building developments.

b. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.

c. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.

B. Building Height.

1. Purpose.

a. The Masonic Hall is currently the tallest building in downtown Oregon City, with a height of fifty-eight feet measured from Main Street. The maximum building height limit of fifty-eight feet will ensure that no new building will be taller than the Masonic Hall.

b. A minimum two-story (twenty-five feet) building height is established for the downtown design district overlay sub-district to ensure that the traditional building scale for the downtown area is maintained.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

Chapter 17.29 MUC MIXED-USE CORRIDOR DISTRICT

17.29.010 Designated.

The mixed-use corridor (MUC) district is designed to apply along selected sections of transportation corridors such as Molalla Avenue, 7th Street, Beavercreek Road, and along Warner-Milne Road. Land uses are characterized by high-volume establishments such as retail, service, office, multi-family residential, lodging, recreation and meeting facilities, or a similar use as defined by the community development director. A mix of high-density residential, office, and small-scale retail uses are encouraged in this district. Moderate density (MUC-1) and high density (MUC-2) options are available within the MUC zoning district. The area along 7th Street is an example of MUC-1, and the area along Warner-Milne Road is an example of MUC-2.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.020 Permitted uses—MUC-1 and MUC-2.

A. Banquet, conference facilities and meeting rooms.

B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities.

C. Child care centers and/or nursery schools.

D. Indoor entertainment centers and arcades.

E. Health and fitness clubs.

F. Medical and dental clinics, outpatient; infirmary services.

G. Museums, libraries and cultural facilities.

H. Offices, including finance, insurance, real estate and government.

I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday.

J. Postal services.

K. Parks, playgrounds, playfields and community or neighborhood centers.

L. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment.

M. Multi-family residential, triplexes and quadplexes.

N. One or two dwelling units in conjunction with a nonresidential use, provided that the residential use occupies no more than fifty percent of the total square footage of the development.

O. Restaurants, eating and drinking establishments without a drive-through.

P. Services, including personal, professional, educational and financial services; laundry and dry-cleaning.

Q. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores, marijuana, and similar, provided the maximum footprint for a standalone building with a single store or multiple buildings with the same business does not exceed sixty thousand square feet.

R. Seasonal sales.

S. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state.

T. Studios and galleries, including dance, art, photography, music and other arts.

U. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers.

V. Veterinary clinics or pet hospitals, pet day care.

W. Home occupations.

X. Research and development activities.

Y. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed.

Z. Transportation facilities.

AA. Live/work dwellings.

BB. Accessory dwelling unit in conjunction with a legally established non-conforming single-family dwelling.

CC. Duplex.

DD. After-hours public parking.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 13-1017, § 1(Exh. 1), 4-16-2014; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1005, § 1(Exh. A), 5-2-2018; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.030 Conditional uses—MUC-1 and MUC-2 zones.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

A. Drive-through facilities;

B. Emergency service facilities (police and fire), excluding correctional facilities;

C. Gas stations;

D. Outdoor markets that do not meet the criteria of OCMC 17.29.020.I;

E. Public utilities and services including sub-stations (such as buildings, plants and other structures);

F. Public and/or private educational or training facilities;

G. Religious institutions;

H. Retail trade, including gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores and any other use permitted in the neighborhood, historic or limited commercial districts that have a footprint for a standalone building with a single store in excess of sixty thousand square feet in the MUC-1 or MUC-2 zone;

I. Hospitals;

J. Parking not in conjunction with a primary use on private property, excluding after-hours public parking;

K. Passenger terminals, excluding bus stops;

L. Shelters.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.040 Prohibited uses in the MUC-1 and MUC-2 zones.

The following uses are prohibited in the MUC district:

A. Distributing, wholesaling and warehousing;

B. Outdoor storage;

C. Outdoor sales that are not ancillary to a permitted use on the same or abutting property under the same ownership;

D. Correctional facilities;

E. Heavy equipment service, repair, sales, storage or rentals (including but not limited to construction equipment and machinery and farming equipment);

F. Kennels;

G. Motor vehicle and recreational vehicle sales and incidental service;

H. Motor vehicle and recreational vehicle repair/service;

I. Self-service storage facilities;

J. Marijuana production, processing, wholesaling, research, testing, and laboratories;

K. Mobile food units, except with a special event permit.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1017, § 1(Exh. 1), 4-16-2014; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.050 Dimensional standards—MUC-1.

A. Minimum lot areas: None.

B. Maximum building height: Forty feet or three stories, whichever is less.

C. Minimum required setbacks if not abutting a residential zone: None.

D. Minimum required interior and rear yard setbacks if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every one foot of building height over thirty-five feet.

E. Maximum allowed setbacks.

1. Front yard: Five feet.
2. Interior side yard: None.
3. Corner side setback abutting street: Thirty feet.
4. Rear yard: None.

Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.

F. Maximum lot coverage of the building and parking lot: Eighty percent.

G. Minimum required landscaping (including landscaping within a parking lot): Twenty percent.

H. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a mixed-use configuration or to live/work dwellings.

I. Standalone residential development of fewer than five units are exempt from maximum setbacks and minimum density requirements of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021)

17.29.060 Dimensional standards—MUC-2.

A. Minimum lot area: None.

B. Minimum floor area ratio: 0.25.

C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.

D. Maximum building height: Sixty feet.

E. Minimum required setbacks if not abutting a residential zone: None.

F. Minimum required interior and rear yard setbacks if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every two feet of building height over thirty-five feet.

G. Maximum Allowed Setbacks.

   1. Front yard: Five feet.

   2. Interior side yard: None.

   3. Corner side yard abutting street: Twenty feet.

   4. Rear yard: None.

H. Maximum site coverage of building and parking lot: Ninety percent.

I. Minimum landscaping requirement (including parking lot): Ten percent.

J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a mixed-use configuration or to live/work dwellings.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.070 Floor area ratio (FAR).

Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.

A. The minimum floor area ratios contained in OCMC 17.29.050 and 17.29.060 apply to all nonresidential and mixed-use building development, except standalone commercial buildings less than ten thousand square feet in floor area.

B. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.

C. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.29.080 Additional standards for Thimble Creek Concept Plan Area.

A. Applicability. This section applies to all development in the MUC-2 district within the Thimble Creek Concept Plan Area.

B. Relationship of Standards. These standards apply in addition to and supersede the standards of the MUC-2 zone within the Thimble Creek Concept Plan Area. In the event of a conflict, the standards of this section control.

C. Uses.

1. Light industrial uses limited to the design, light manufacturing, processing, assembly, packaging, fabrication and treatment of products made from previously prepared or semi-finished materials are permitted.

2. The following permitted uses, alone or in combination, shall not exceed twenty percent of the total gross floor area of all of the other permitted and conditional uses within the development site. The total gross floor area of two or more buildings may be used, even if the buildings are not all on the same parcel or owned by the same property owner, as long as they are part of the net developable portion of contiguous mixed-use corridor zoned lands.

   a. Restaurants, eating and drinking establishments;

   b. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;

   c. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores, marijuana, and similar, provided the maximum footprint for a standalone building with a single store does not exceed twenty thousand square feet; and

   d. Grocery stores provided the maximum footprint for a standalone building does not exceed forty thousand square feet.

3. Drive-throughs are prohibited.

4. Gas stations are prohibited.

5. Bed and breakfast and other lodging facilities for up to ten guests per night are a conditional use.

6. Tax Lot 00800, located on Clackamas County Map #32E10C has a special provision to allow the multifamily residential use permitted as of July 31, 2020 as a permitted use. This property may only maintain and expand the current use.

D. Dimensional Standards.

1. Minimum floor area ratio (FAR) shall be 0.35.

2. Maximum allowed setback for corner side yard abutting street shall be five feet.

E. Residential Uses. All residential uses, except live/work units, are limited to upper stories only, and may only be proposed as part of a single development application incorporating nonresidential uses allowed in the MUC-2 district on the ground floor.

(Ord. No. 21-1006, § 1(Exh. A), 7-1-2020)

Chapter 16.24 EXPEDITED AND MIDDLE HOUSING LAND DIVISIONS

16.24.010 Purpose and applicability.

A. Purpose. The purpose of the expedited and middle housing land division process is to implement requirements in ORS 197.360 to 197.380 for expedited land divisions in residential districts, and 2021 Oregon Laws Ch. 103 (S.B. 458) regarding middle housing land divisions.

B. Expedited Land Division Applicability. The procedures of this chapter are applicable to partitions and subdivisions within residential zoning districts as provided in ORS 197.365.

C. Middle Housing Land Division Applicability. The procedures of this chapter are applicable to the following middle housing projects, or proposed middle housing projects, on an existing lot:

1. A duplex.
2. A triplex.
3. A quadplex.
4. A townhouse project (four units or fewer) .
5. A cottage cluster.

16.24.020 Expedited review.

A. Expedited and middle housing land divisions are reviewed under a Type II procedure except as provided in this Chapter. Where the provisions of this Chapter conflict with the Type II procedures in OCMC 17.50, the procedures of this Chapter will prevail.

B. Expedited and middle housing land divisions are not subject to pre-application conference requirements in OCMC 17.50.050.

C. Expedited and middle housing land divisions are not a land use decision or limited land use decision under ORS 197.015.

16.24.030 Submittal requirements.

A. An application for an expedited land division or middle housing land division is subject to the completeness review and one hundred and twenty-day rule requirements of OCMC 17.50.070 except as follows:

1. The timeline for the completeness check in OCMC 17.50.070.A is twenty-one days, rather than thirty days.
2. The notice of decision must be provided to the applicant and parties entitled to receive notice under OCMC 17.50.130.C within sixty-three days of a completed application.

B. Mailed notice of an application for an expedited land division or middle housing land division must be provided in the same manner as for a Type II decision, as specified OCMC 17.50.090.A, to the following persons:

1. The applicant.
2. Owners of record of property, as shown on the most recent property tax assessment roll, located within one-hundred feet of the property that is the subject of the notice.
3. Any state agency, other local government, or special district responsible for providing public facilities or services to the development area.

C. A notice of decision must be provided to the applicant and to all parties who received notice of the application. The notice of decision must include:

1. A written determination of compliance or non-compliance with the criteria of approval in OCMC 16.24.040 for an expedited land division or OCMC 16.24.050 for a middle housing land division.
2. An explanation of the right to appeal the community development director's decision to a city-appointed hearings referee, as provided in ORS 197.375.

16.24.040 Criteria of approval – expedited land division.

A. The community development director will approve or deny an application for expedited land division within sixty-three days of receiving a complete application, based on whether it satisfies the applicable criteria of approval. The community development director may approve the land division with conditions to ensure the application meets the applicable land use regulations.

B. The land subject to the application is within the R-10, R-8, R-6, R-5, R-3.5 and R-2 districts.

C. The land will be used solely for residential uses, including recreational or open space uses that are accessory to residential use.

D. The land division does not provide for dwellings or accessory buildings to be located in the following areas:

1. The Willamette River Greenway Overlay District;
2. The Historic Overlay District;
3. The Natural Resources Overlay District.

E. The land division satisfies the minimum public improvement and design standards for development in OCMC 16.12.

F. The land division satisfies the following development standards contained in this code or in an applicable Master Plan:

1. Applicable lot dimensional standards;
2. Applicable standards that regulate the physical characteristics of permitted uses, such as building design standards;
3. Applicable standards in this code for transportation, sewer, water, drainage and other facilities or services necessary for the proposed development, including but not limited to right-of-way standards, facility dimensions and on-site and off-site improvements.

G. The land division will result in development that either:

1. Creates enough lots to allow building residential units at 80 percent or more of the maximum net density permitted by the zoning designation of the site; or
2. Will be sold or rented to households with incomes below 120 percent of the median family income for Clackamas County.

16.24.050 Criteria of approval – middle housing land division.

A. The community development director will approve a tentative plan for middle housing land division based on whether it satisfies the following criteria of approval:

1. The application provides for the development of middle housing in compliance with the Oregon residential specialty code and land use regulations applicable to the original lot allowed under ORS 197.758 (5).
2. Separate utilities are provided for each dwelling unit.

3. The applicant provides for easements necessary for each dwelling unit on the plan for:

   i. Locating, accessing, replacing and servicing all utilities;

   ii Pedestrian access from each dwelling unit to a private or public road;

   iii. Any common use areas or shared building elements;

   iv Any dedicated driveways or parking; and

   v. Any dedicated common area;

4. The applicant proposes exactly one dwelling unit on each resulting lot, except for lots, parcels or tracts used as common areas.

5. The applicant demonstrates that buildings or structures on a resulting lot will comply with applicable building codes provisions relating to new property lines and, notwithstanding the creation of new lots, that structures or buildings located on the newly created lots will comply with the Oregon residential specialty code.

6. The original lot dedicated and improved the abutting street right of way sufficient to comply with minimum right of way and improvement standards of OCMC 16.12, or dedication and/or improvements of the abutting street right of way are proposed that meet the standards of OCMC 16.12.

7. The type of middle housing developed on the original lot shall not be altered by a middle housing land division. For example, cottage cluster units within a cottage cluster do not become single-family detached residential units after a middle housing land division.

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

A. The community development director may add conditions of approval of a tentative plan for a middle housing land division or expedited land division as necessary to comply with the applicable criteria of approval. Conditions may include but are not limited to the following:

B. A condition to prohibit the further division of the resulting lots or parcels.

C. A condition to require that a notation appear on the final plat indicating that the approval was given under Section 2 of Senate Bill 458 (2021) as a middle housing land division.

D. A condition to require recording of easements required by the tentative plan on a form acceptable to the City, as determined by the City Attorney.

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

A. An expedited land division or middle housing land division is subject to the final plat standards and procedures as specified in OCMC 16.08.100 to 16.08.105, except as specifically provided otherwise in this section.

B. A notice of middle housing land division for each middle housing lot shall be recorded with the county recorder that states:

   1. The middle housing lot may not be further divided.

   2. No more than one unit of middle housing may be developed on each middle housing lot.

   3. The dwelling developed on the middle housing lot is a unit of middle housing and is not a single family detached residential unit, or any other housing type.

C. A final plat is not required prior to issuance of building permits for middle housing proposed with a middle housing land division.

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

16.24.080 Appeals.

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

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 2/1/2023

From: Jude Thaddaeus, Assistant Planner, Community Development

SUBJECT:

Presentation of the 2022-23 Street Tree Minor Code Amendment project

STAFF RECOMMENDATION:

Staff requests City Commission direction to proceed with a municipal code amendment to OCMC Chapter 12.08.035 Street Tree Removal and Replacement after receiving a presentation from staff.

EXECUTIVE SUMMARY:

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

In August 2022, the City Commission gave formal direction to move forward with minor code amendments to Chapter 12.08.035 Street Tree Removal and Replacement, based on NRC's recommendation. At that time, staff committed to public engagement that included asking the public for input and presenting these amendments to City Boards, Committees, and Commissions. The public engagement process is now complete. Staff is presenting the feedback we have received so far from the Planning Commission, Citizen Involvement Committee, Natural Resources Committee, and public comments.

BACKGROUND:

Before 2001, many subdivisions in Oregon City were developed with street tree planting strips that were too narrow for the trees planted in them. In many cases, these trees' roots required more than their narrow strips - often 3 feet wide or less - to grow and succeed. As a result, many street trees began to die prematurely or grow hazardous as they matured. Sometimes their roots buckled the sidewalk nearby. This created mobility hazards for sidewalk users, particularly for people with disabilities. It also required property owners to pay significant costs to repair their sidewalks.

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

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

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

In September, the Community Development Department published a webpage informing the public about the proposed code change and providing a way to register public comment on the proposal. The project has also been announced in e-Trail News and Trail News articles since then. Since September, the city webpage has registered 3 public comments pertaining to the proposed code changes, 2 in favor and 1 against:

Against: “I do not like the change that allows people to not have trees in their planting strips. I think this is just changing the code to fit what is already happening. We have had people remove trees in our neighborhood and it looks much worse.”

In favor: “This is a needed change!” and “Appreciate that you are removing replant requirements for small planting strips. In addition to sidewalks damaged, it also prevents these trees from damaging utility lines and power outages.”

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

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

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

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

The Planning Department responded that the policy allows for property owners to replant if they wish, and not replant in cases where the placement of a street tree may create problems. Also, the code requires that trees be planted with 20 feet of clearance from street intersections.

A draft of the new code language is also attached, for review (Exhibit 1).

Next Steps

If the City Commission directs staff to bring back an ordinance adopting this code amendment, staff will return at the February 15, 2023 Commission meeting. OCMC Chapter 12.08 – *Public and Street Trees* is not a land use regulation, and a legislative adoption process is not required. If directed by the Commission, the first reading of the Ordinance could take place on February 15, 2023 and the second reading on March 1, 2023.

OPTIONS:

1. Provide direction to bring back an Ordinance to adopt the 2022-2023 Street Tree Minor Code Amendment proposed code language at a future meeting.
2. Provide direction that more information is needed, or further refinements are needed prior to moving forward with an Ordinance.
3. Provide direction to no longer pursue this code amendment.

12.08.035 Tree removal and replacement.

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

A. A diseased or hazardous street tree, as determined by a registered arborist and approved by the city, may be removed, if replaced with one new tree for each diseased or hazardous tree. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without approval of an arborist. All replaced street trees shall have a minimum one and one-half-inch caliper trunk measured six inches above the root crown.

B. A non-diseased, non-hazardous street tree that is removed shall be replaced in accordance with Table 12.08.035. All replaced street trees shall have a minimum one and one-half-inch caliper trunk measured six inches above the root crown.

C. Exceptions: If the planter strip is three (3) feet or less in width replacement is not required for diseased, hazardous, non-diseased, or non-hazardous street trees.

Table 12.08.035

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

~~C~~D. For the purposes of this chapter, removed trees shall be replaced by trees within the right-of-way abutting the frontage subject to the clearance distances required under OCMC 12.08.015.B. If a sufficient location to replant tree(s) is not available, the community development director may allow:

1. Off-site installation of replacement trees within the right-of-way or on public property; except when the planter width is three (3) feet in width or less;

2. Planting of replacement trees or designation of existing trees on the abutting property within ten feet of the right-of-way as street trees. Designated street trees shall be a minimum of two inches in caliper and shall comply with the requirements in section B. In order to assure protection and replacement of the trees on private property, a covenant shall be recorded identifying the tree(s) as subject to the protections and replacement requirements in this chapter;- except when the planter width is three (3) feet in width or less; or

3. If sufficient space to replant tree(s) is not available, the community development director may allow a fee in-lieu of planting the tree(s) to be placed into a city fund dedicated to obtaining trees, planting trees and/or tree education in Oregon City; except when the planter width is three (3) feet in width or less.~~.~~

~~D~~E. Trees that are listed as invasive or nuisance species as defined in OCMC 17.04.605 may be removed without replacement.

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

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 02/01/2023

From: Public Works Director John M. Lewis, PE

SUBJECT:

Metro Regional Transportation Plan Call for Projects Discussion

STAFF RECOMMENDATION:

Review and provide feedback on the draft list of Oregon City Projects to be submitted for the Metro Regional Transportation Plan Call for Projects.

EXECUTIVE SUMMARY:

Every 5 years, Metro updates the Regional Transportation Plan. The Regional Transportation Plan brings City, county, regional, and state priority transportation projects together to create a coordinated 23-year regional transportation priority list for the period from 2023 to 2045 A key component of the plan is the Call for Projects. Staff has prepared a draft list of projects for discussion that would be submitted.

BACKGROUND:

Metro, the Metropolitan Planning Organization for the Portland Metropolitan Area, is required to update the Regional Transportation Plan (RTP) every 5 years. Work began on the 2023 RTP in late 2021 and will be presented to Metro Council to consider adoption in November 2023.

RTP Policy Framework
The RTP brings City, county, regional, and state priority transportation projects together to create a coordinated 23-year regional transportation priority list for the period from 2023 to 2045. Projects must be in the plan to qualify for federal and some state funding. The vision of the 2023 RTP is “Everyone in the greater Portland region will have safe, reliable, affordable, and climate-friendly travel options that allow people to choose to drive less and support equitable, resilient, healthy, and economically vibrant communities and region.” The plan contains 5 overarching goals, that include:

- <u>Equitable Transportation</u>: Transportation system disparities experienced by Black, Indigenous and people of color and people with low incomes are eliminated. The disproportionate barriers people of color, people with low incomes, people with disabilities, older adults, youth and other marginalized communities face in meeting their travel needs are removed.

- Climate Action and Resilience: People, communities and ecosystems are protected, healthier and more resilient and carbon emissions and other pollution are substantially reduced as more people travel by transit, walking, and bicycling and people travel shorter distances to get where they need to go.
- Thriving Economy: An economically vibrant greater Portland region includes centers, ports, industrial areas, employment areas, and other regional destinations that are accessible through a variety of multimodal connections that help people, communities, and businesses thrive and prosper.
- Safe System: Traffic deaths and serious crashes are eliminated, and all people are safe and secure when traveling in the region.
- Mobility Options: People and businesses can reach the jobs, goods, services, and opportunities they need by well-connected, low-carbon travel options that are safe, affordable, convenient, reliable, efficient, accessible, and welcoming.

Needs Analysis

The needs assessment provides a snapshot of current conditions and trends with the region and highlights key regional transportation challenges and needs for the plan to address. Areas reviewed and included in the Needs Assessment include:

- Safety: A regional review of crashes between 2016 – 2020 was completed. This work led to identifying the high-injury corridors.
- Equity: Equity focus areas were identified, which included people of color, people with low incomes, and/or people with limited English proficiency. An area was identified as an equity focus area if the percentage of people identifying is greater than the regional average for that focus area.
- Mobility: The 2023 RTP will include an updated Regional Mobility Policy that is expected to include vehicle miles traveled (VMT) per capita, system completeness, and travel speed on throughway.
- Climate: The region's efforts to address climate change are guided by the Climate Smart Strategy, adopted in 2014. The strategy identifies a wide range of greenhouse gas emissions reduction policies, strategies, and actions to guide climate action. This includes a review of VMT per capita throughout the region.

RTP Revenue Forecast

Development of the draft revenue forecast for the 2023 RTP is an important part of the call for projects process. The draft forecast provides an estimate of how much funding can be reasonably expected to be available during the life of the plan (2023-2045) both for capital projects and for maintaining and operating the existing transportation system.

Financial assumptions for the RTP revenue forecast are being developed in cooperation with staff from cities, counties, and transportation agencies. The RTP revenue forecast includes revenues raised at the federal, state, and local levels for transportation projects.

Local agencies, including TriMet, SMART, and the Port of Portland, worked with Metro to provide forecasts of locally generated revenues and agency costs to maintain and operate their transportation systems. Revenues not needed or used to maintain and operate their systems were forecast as available to fund capital projects.

Call for Projects

On January 6, 2023 Metro released the Call for Projects. Final project lists are required to be input by agency staff into the RTP hub by February 17, 2023. To be included in the RTP, projects shall meet the following criteria:

- Be located on the designated regional system and within the Metro boundary;
- Help achieve RTP vision, goals, targets, and policies;
- Come from adopted plans or strategies that had opportunities for public input; and
- Cost at least $2 million or be bundled with like projects.

Since the 2018 RTP Call for Projects was completed, project costs have increased approximately 40%.

Three levels of investment are defined for the 2023 RTP, with each level representing a statement of priority. The first and second levels, together, are known as the financially constrained project list under federal and state law. In order for projects to be eligible to receive federal and state funding, they must be on the Constrained Priorities project list. The RTP Constrained Priorities will be prioritized into near-term (2023-2030) and long-term (2031-2045) priorities based on the financially constrained revenue forecast in the RTP.

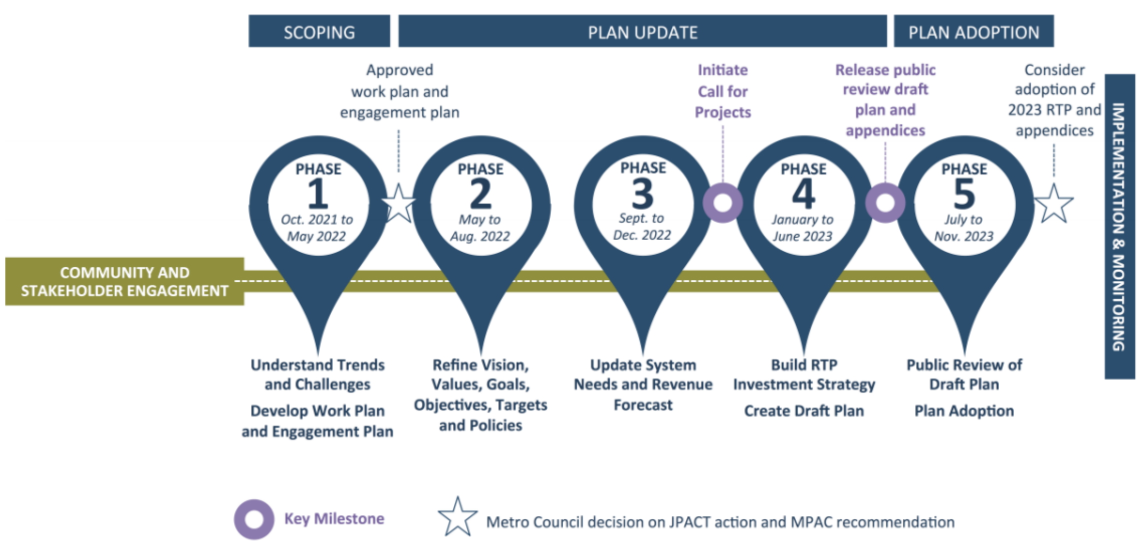
- The first level of priority, the ***Near-term Constrained Priorities***, will represent the highest priority transportation project and program investments for near-term (2023-2030).
- The second level of priority, the ***Long-term Constrained Priorities*** will represent the highest priority transportation project and program investments for long-term (2031- 2045).
- The third level of priority, the ***Long-term Strategic Priorities***, will represent additional investments that advance RTP goals or need further study but that do not fit within the financially constrained revenue forecast. The region agrees to work together to complete remaining planning work and identify funding to advance these priorities in the 2031-2045 time period. This investment level is recommended to be equal to the financially constrained cost target.

Staff have reviewed the RTP Vision and Goals, Needs Analysis, our existing Transportation System Plan, community desires, and have proposed the attached draft list of projects to be submitted for the 2023 RTP Call for Projects. Final project lists are required to be input by agency staff into the RTP hub by February 17, 2023.

Next Steps
C4 Metro will be reviewing and asked to endorse the complete Clackamas County wide project list at their February 15, 2023, meeting. From there, C4 will be reviewing and asked to endorse the Clackamas County wide project list at their March 2, 2023, meeting.

Once the Call for Projects closes, Metro will complete an outcomes-based technical analysis of how the draft project list advances the RTP vision, goals, and policies. This analysis consists of two phases:

- The first phase is a high-level assessment of the individual projects based on information provided in the Call for Projects and the project's location. The assessment will be used to show how individual projects, as well as the collective set of RTP projects, advance each of the five regional goals.
- The second phase of the evaluation is a system analysis of how the RTP performs with respect to performance measures and targets that reflect RTP goals. This analysis will be used to assess how the overall package of projects advance regional goals and make progress toward the regional performance targets. This phase includes detailed equity and climate analyses that are required by the federal and state regulations that govern the RTP. The system analysis uses Metro's travel model and other analytical tools, as well as the information from the high-level assessment. The system analysis accounts not only for the projects and policies in the RTP, but also for factors such as projected population and job growth.
- Additionally, Metro will host an online survey that provides an opportunity for the public to provide input on the draft project list during this time.



OPTIONS:

1. Approve the proposed Project List.
2. Approve the proposed Project List with specific modifications.
3. Deny the proposed Project List. If the Commission chooses to deny the Project List, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source(s): N/A

December 2022

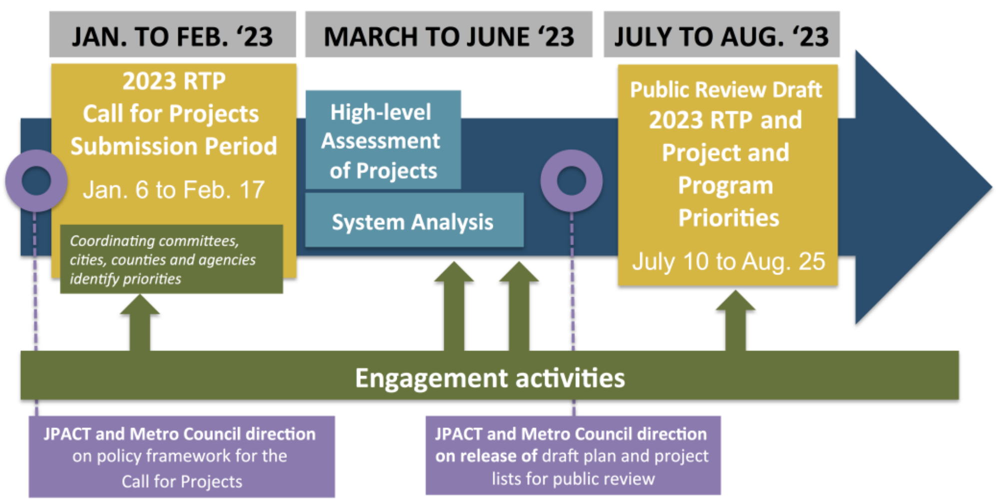
2023 Regional Transportation Plan

Call for projects overview

This document describes the call for projects process and the role of elected officials and other decision-makers in developing the draft project lists.

What is the call for projects?

The 2023 Regional Transportation Plan (RTP) will include an updated list of transportation investment priorities for the greater Portland region. This list will include investments such as transit, sidewalk, bridge, bikeway and roadway projects as well as transit service and road maintenance and operations. Among these projects, some will be prioritized for funding within the next seven years, by 2030, and others for the next 22 years. A third list of projects will include additional priorities that advance RTP goals or need further study but that do not fit within the financial budget of the plan. The 2023 RTP policy framework will guide the development of the project list.



Where do the project priorities come from?

Cities, counties and other transportation providers work together through coordinating committees to prioritize projects. The City of Portland, the Oregon Department of Transportation (ODOT), the Port of Portland, TriMet and SMART work individually to develop project lists. All projects submitted to the RTP must come from adopted plans or strategies that were developed with public input.

When do jurisdictions' draft project lists need to be submitted?

Each jurisdiction needs to submit its draft project list and project information during the call for projects submission window, which is from January 6 to February 17, 2023.

How many projects are on each jurisdiction's list?

It will vary. Each city and county, ODOT, TriMet, SMART and the Port of Portland have worked with Metro to develop a forecast of revenues expected to be available. The cost targets for each coordinating committee (and it cities), the City of Portland, ODOT, TriMet, SMART and the Port of Portland reflect the revenues expected to be available. Cost targets vary by coordinating committee and agency for a variety of reasons

Do jurisdictions need to include ALL the final information for each project in the draft list?

Yes. All project information must be submitted by the call for projects deadline on February 17, 2023.

What if jurisdictions want to make changes to the project list after reviewing project list assessments and receiving community input?

Refinements to the draft project list may be identified between the end of February and May 24, 2023. Refinements are anticipated to be limited to the prioritization of projects, including changes to strategic vs. constrained lists, project timing, project scope/description, and project cost. Proposed refinements to the project list must be communicated to Metro no later than May 24.

By May 24, all agencies must submit a letter from their governing body endorsing the projects submitted during the call for projects and documenting any refinements proposed to the submitted draft list. These refinements will be presented to JPACT and the Metro Council in June. At that point, no other changes can be made to projects or supporting information, pending the 45-day public comment period.

When do decision makers provide input on the draft project list?

December 2022 - February 2023: Connect with jurisdictional and agency staff. Staff are reviewing projects and working through county coordinating committees to prioritize projects for the 2023 RTP draft project list. ODOT, TriMet, SMART and the Port of Portland have been asked to work with county coordinating meetings during this time.

April - May 2023: The draft project list and assessment results will be discussed at Metro Policy Advisory Committee (MPAC), Joint Policy Advisory Committee (JPACT) and Metro Council meetings. In June 2023, JPACT and Metro Council will be asked to consider public input and technical analysis and provide direction on release of the draft RTP and list of project and program priorities for public review.

When and how can members of the public give input on the project list?

All projects come from previously adopted local transportation system plans or studies and strategies that have been developed with public input.

In April 2023, Metro will share the draft project list and high-level assessment for feedback from community members and other stakeholders including businesses and public agencies. Engagement on the draft project list will include an online public survey, engagement led by community organizations and other engagement activities.

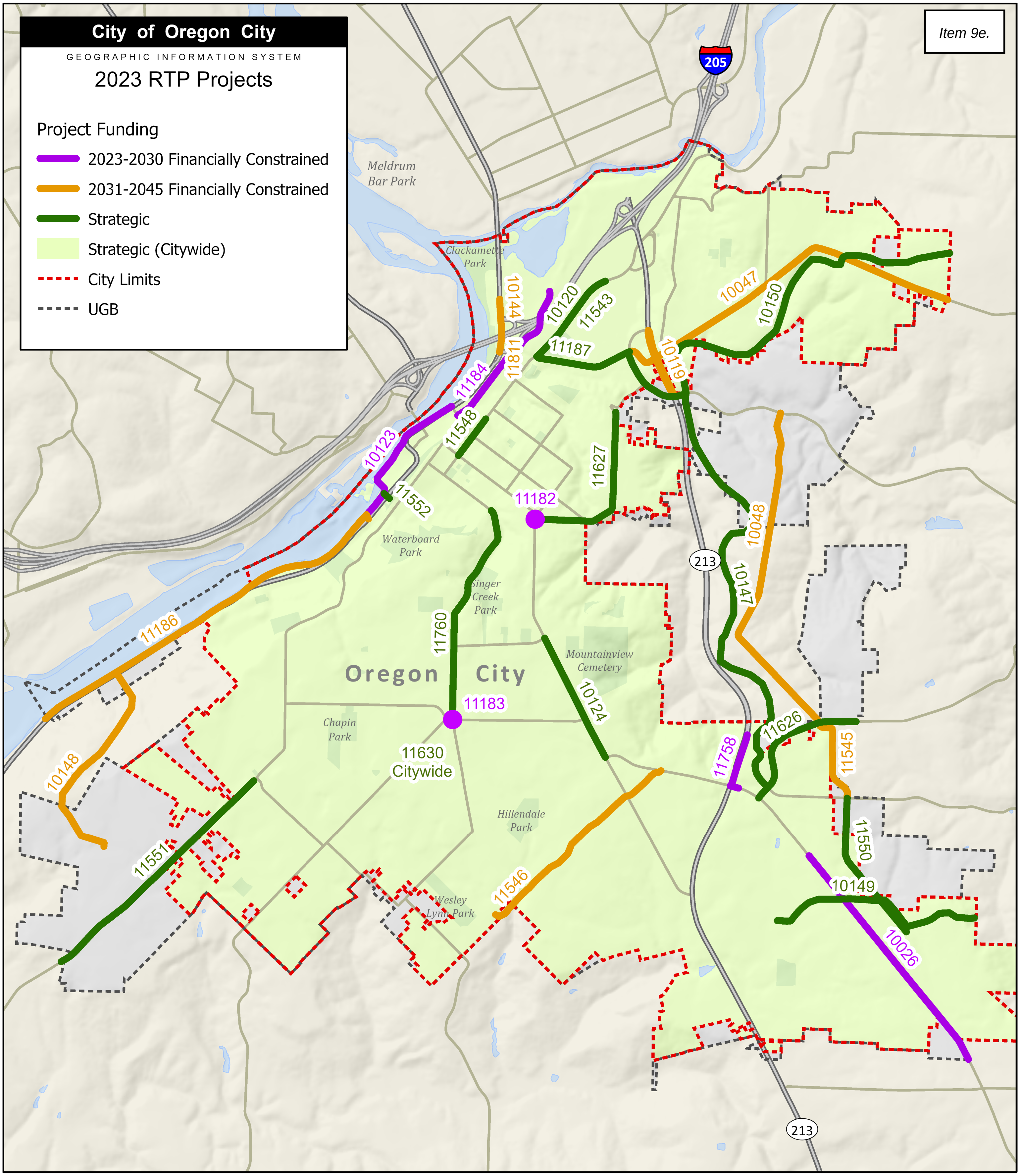
Stakeholders will have an opportunity to provide input on the revised project list and public review draft 2023 Regional Transportation Plan during a 45-day public comment period in mid-to-late summer 2023.

City of Oregon City Project List
2023 Regional Transportation Plan - Call for Projects

RTP ID	Project Name	Project Start Location	Project End Location	Description
10026	Beavercreek Road Improvements, Phase 3A	CCC	Meyers Road	Widen to 5 lanes (Clairmont Drive/CCC Entrance to Meyers Road) and 3 lanes (Meyers Road to UGB) with sidewalks and bike lanes. (TSP D81 & D82)
10123	Willamette Falls Shared-Use Path	10th Street	S 2nd Street	Add a shared-use path along the Willamette River. (TSP S3)
11182	Molalla Avenue Roundabout	Taylor Street	Division Street	Reconfigure intersection for safety and LOS. (TSP D30)
11183	Linn/Leland/Meyers Road Roundabout	N/A	N/A	Reconstruct intersection for safety and capacity improvements into a roundabout. (TSP D34)
11184	Main Street Bike & Pedestrian Improvements	Agnes Avenue	10th Street	Construct streetscape improvements from 10th Street to 15th Street. Construct separated multi-use path or sidewalks and bike lanes from 15th Street to Agnes Avenue. (TSP D90, W3, B3, B4, S1)
11758	OR 213 & Beavercreek Road WB Right-Turn Merge Lane	OR 213 & Beavercreek Road	~1,300 feet north of OR 213 & Beavercreek Road	Addition of a Westbound Right-Turn Free Flow Acceleration Lane on Hwy 213 Northbound, approximately 1,300 feet in length.
10047	Holcomb Boulevard Bike & Pedestrian Improvements	Abernethy Road	UGB	Complete sidewalk and bike lane gaps on both sides, improve street lighting, add four enhanced street crossings, install a speed warning system near Winston Drive and smooth out the curve near Long View Way. (TSP W6, W11, W12, W13, B9, B12, D16, C3, C4, C5, C6)
10119	OR 213 & Redland, Phase 2	Redland Road	Redland Road Undercrossing	Add third through lane in both northbound & southbound directions. This is Phase 2 of the completed Jughandle Project. (TSP D79)
10144	Hwy 99E & I-205 SB Interchange Access	Dunes Drive	I-205 SB Ramp Terminus	Dual left turn lanes on 99E approach to SB I-205 ramp, ramp widening to accommodate approach. (Closely related to TSP D75, D76 but not actually these projects)
10148	Oregon City Loop Trail, Phase 1	Buetel Road	Hwy 99E	Regional trail would generally follow the Oregon City UGB on a collection of local roads, through new development, along Power line right-of-way, and down the bluff to link up with the Promenade in downtown Oregon City. (TSP S23, S26, C17, S30, C21, S33, C22, C23, S34, C27, FF10, FF15, FF16)
11186	Willamette River Shared-Use Path	S 2nd Street	UGB	Add a shared-use path along the railroad grade. Rehabilitate existing boardwalk between South 2nd Street and Hedges Street (TSP Project S37).

RTP ID	Project Name	Project Start Location	Project End Location	Description
11545	Holly Lane Extension (North)	Maple Lane Road	Thayer Road	Construct new 3 lane roadway, sidewalks, bike lanes, turn lanes to serve UGB expansion area. (TSP D57) The project or a portion of the project is outside the designated urban growth boundary.
11546	Meyers/Beavercreek Shared-Use Path	Morrie Drive	Beavercreek Road	Regional trail would generally follow the Power line alignment, beginning at the Oregon City Loop Trail, meander through a collection of residential neighborhoods on and off a collection of local roads, and into a essential Oregon City Business core area. (TSP S22)
11891	OR 99E & I-205 NB Interchange Access	I-205 SB Ramp Terminus	I-205 NB Ramp Terminus	Dual left turn lanes on 99E approach to NB I-205 ramp, ramp widening to accomodate approach, dual left turn lanes from off-ramp on to Hwy 99E SB, signal modifications. (Closely related to TSP D75, D76 but not actually these projects)
10120	Washington Street Bike & Pedestrian Improvements (South)	Home Depot Drive	Abernethy Road	Complete the Boulevard project including stormwater low impact development design improvements, sidewalks, landscaping and street lighting. (TSP W5)
10124	Molalla Avenue Bike & Pedestrian Improvements, Phase 2	Holmes Lane	Beavercreek Road	Boulevard improvements including widening sidewalks, sidewalk infill, ADA accessibility, bike lanes, reconfigure travel lanes, add bus stop amenities. Also includes adaptive signal timing upgrades project (D1, W73 - Not shown in TSP Walking solutions map)
10147	Newell Creek Canyon/Holly Lane Shared-Use Path	Hwy 213 and Redland Road	Maple Lane Road	Add a shared-use path along the west side of the gully between the Redland/Livesay and Holly/Donovan intersection and then along Holly Lane between Donovan and Maple Lane. Will require a bridge over the gully south of Redland Road (TSP Project S12, S13). The project or a portion of the project is outside the designated urban growth boundary.
10149	Beaver Lake Shared-Use Trail	Holly Lane Extension / Loder Road	Oregon City UGB	Add a shared-use path on the east side of the Holly Lane extension between Loder Road and Meadow Lane and on the north side of the Meyers Road extension between the Holly Lane extension and the UGB. (TSP S16, S19)
10150	Barlow Road Shared-Use Trail	Abernethy Road	UGB	Add a shared-use path on the west/south side of Redland Road, along the north side of the gully from the Redland/Livesay to Holcomb/Oak Tree intersection, and from Holcomb to Ames Street. Install enhanced crossings at Redland Road and Holcomb Blvd (TSP S6, S9, S10, S11, C5, C7).
11187	Abernethy Road Bike & Pedestrian Improvements	Redland Road	Washington Street	Add a bike lane to the south side. A shared-use path will be added on the north side. (TSP B8, S2)

RTP ID	Project Name	Project Start Location	Project End Location	Description
11543	Regional Center Road Extension	Washington St/Home Depot Driveway	Abernethy Road	Construct new 3 lane roadway, sidewalks, bike lanes, turn lanes to serve a Regional Center. (TSP D63, S5)
11548	Washington Street Bike & Pedestrian Improvements (North)	11th Street	7th Street	Boulevard improvements including widening sidewalks, sidewalk infill, ADA accessibility, bike lanes, reconfigure travel lanes, add bus stop amenities. (TSP D28 & D92 plus 50% of D1)
11550	Holly Lane Extension (South)	Thayer Road	Meyers Road	New 3 lane roadway, sidewalks, bike lanes, turn lanes to serve UGB expansion area. (TSP D58)
11551	South End Road	Partlow Road	UGB	Street improvements including lane reconfigurations, sidewalks, ADA accessibility, bike lanes, street lighting, and travel lanes. (TSP D89, D33, D23, D41, D42)
11552	OR 99E Pedestrian Overcrossing	Willamette River	McLoughlin Promenade	Construct a pedestrian and bicycle bridge over Highway 99E, connecting the McLoughlin Promenade to the Willamette Falls Shared-Use Path.
11626	Maple Lane Road Bike & Pedestrian Improvements	UGB	Beavercreek Road	Boulevard improvements including widening sidewalks, sidewalk infill, ADA accessibility, bike lanes, reconfigure travel lanes, add bus stop amenities. Intersection improvements (roundabouts) at Holly Lane & Walnut Grove Way. (TSP D37, D38, D84, W23, B21, C9)
11627	Division Street Bike & Pedestrian Improvements	7th Street	18th Street	Boulevard improvements including widening sidewalks, sidewalk infill, ADA accessibility, bike lanes, add bus stop amenities. (TSP D80, W70, B60)
11630	City Wide Transportation System Management & Operations	Citywide	N/A	Blvd traffic surveillance, integrated corridor management, weather information systems, advanced warning systems, speed warning systems, school zone flashers. (TSP D2-D6, D9, D10, D13-D26)
11760	Linn Avenue Pedestrian Improvements	Jackson Street/5th Street	Warner Milne Road	Construct Linn Avenue pedestrian improvements including sidewalk infill or multi-use path for safety and to connect pedestrian generators. (TSP D19, FF24, FF27, W62, W63, W77, W78, C19, C28, C31, C32, S52)



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.

N S W E

0 1 2 Miles

1 inch equals 3,500 feet

City of Oregon City
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Plot date: January 23, 2023
Plot name: 2023 RTP Project Locations ...pdf
Map name: RTP 2023.aprx|2023 RTP Project Locations - 8_5x11

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 02/01/2023

From: Mayor Denyse C. McGriff

SUBJECT:

Mayoral Appointments to Boards and Committees

STAFF RECOMMENDATION:

Mayoral appointment of the following volunteers to the following boards and committees:

Citizen Involvement Committee
Josh Kayser (Hillendale Neighborhood, term ending 12/31/2023)
Emily Lisborg (Rivercrest Neighborhood, term ending 12/31/2023)

Library Board
William Carton (term ending 12/31/2026)