



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 18, 2023 at 7:00 PM**

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- *Attend in person, location listed above*
- *Register to provide electronic testimony (email recorderteam@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**
- 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.](#) I-205 Toll Project Update from the Oregon Department of Transportation

[5b.](#) Planning Commission Activities in Calendar Year 2022

[5c.](#) WES Good Neighbor Agreement Project Update

- 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.](#) OLCC: Liquor License Application – Full On-Premises, Adipose Corp. (dba McAnulty & Barry's), 820 Main Street, Ste. C & E, Oregon City

[7b.](#) 3-month Extension of Existing Polar IT Services Contract

[7c.](#) I-205: I-5 – OR 213, Phase 1 Acquisition of Right of Way Interests

[7d.](#) Minutes of the October 11, 2022 Special Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Downtown Parking Strategy and Parking Study Results Discussion

[9b.](#) City of Oregon City Ballot Measure and Explanatory Statement to Authorize the Dedication of a Portion of Park Place Park as a Street

[9c.](#) Second Reading of Ordinance No. 22-1010, Approving the 11th Amendment to the Downtown/North End Urban Renewal Plan

[9d.](#) Cost Sharing Agreement between City and Fore Development for a Roundabout on Mapelane Road at Walnut Grove Way

[9e.](#) Downtown Public Restroom Site Selection and Authorization to Purchase Unit

[9f.](#) Presentation of the 2022-23 Street Tree Minor Code Amendment Project

[9g.](#) 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)

10. COMMUNICATIONS

City Manager

[a.](#) Holcomb Boulevard Safe Routes to School Grant Award

Commissioners

Mayor

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.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 01/18/2023

SUBJECT:

I-205 Toll Project Update from the Oregon Department of Transportation

STAFF RECOMMENDATION:

No action requested, information only.

BACKGROUND:

The I-205 Toll Project will add a third lane in each direction of I-205 and provide seismic improvements to bridges on I-205 from Stafford Road to OR-213, and toll the Abernethy and Tualatin River Bridges. Together, the I-205 improvements and tolls will reduce congestion on I-205 and give freeway travelers a better and more reliable trip.

Construction is underway on the modified first phase (Phase 1A) of improvements to make the Abernethy Bridge the first earthquake-ready highway bridge across the Willamette River and install the State's first and only interstate bridge tolling facility.

When completed, the Phase 1A project will:

- Widen the Abernethy Bridge by one additional travel lane each direction
- Add tolling facilities for users who cross the Abernethy Bridge
- Reconfigure/Rebuild the Oregon City 99E interchange and the West Linn Hwy 43 Interchange
- Project effected structures will be earthquake-ready

The ODOT Project Team have reported that the planned improvements to I-205 could not be built without tolling revenues, and I-205 congestion, travel times, and highway crashes would continue to get worse. Revenue generation is one of the two main project goals.

Reducing congestion on I-205 is the second main project goal. The Oregon Department of Transportation (ODOT) is currently studying the effects of using variable-rate tolls on I-205. Variable-rate tolling, also known as congestion pricing, charges higher prices during peak traffic.

ODOT research indicates that with the additional Abernethy Bridge travel lanes and the implementation of congestion pricing, northbound I-205 drivers between I-5 and Gladstone would see about a 50% shorter afternoon travel time and about 25% shorter morning travel time. Southbound I-205 drivers would see about a 25% shorter travel time during the morning and afternoon. In addition, travel times would become more reliable, and the number of crashes would shrink, improving travel efficiency and safety.

In theory, less congestion means fewer hours spent on interstate travel, fewer emissions, and progress in meeting climate goals. ODOT states that without tolls and planned roadway upgrades, daily congestion on I-205 will continue to grow up to 14 hours per day by 2045 as more people use the highway. Diversion to local streets will also increase when the interstate has stop-and-go traffic. With the planned project, congestion on I-205 would be about 2 hours per day in 2045.

The Environmental Assessment will be available for public review and comment later this year. This study, called an "Environmental Assessment," will include a look at effects to travel times on I-205, traffic on surrounding neighborhood streets, the local and regional economy, household spending, noise, air quality, greenhouse gas emissions, and the natural environment, among other topic areas.

The Environmental Assessment will compare two alternatives: the Build Alternative, which would add a third lane and provide seismic improvements to bridges on I-205 from Stafford Road to OR 213, and tolls on the Abernethy and Tualatin River Bridges; and the No Build Alternative, which would have no planned improvements to I-205 and no tolls.

While preparing the Environmental Assessment, ODOT has been sharing a preview of the study results and collecting input from local governments and community partners. With tolling and other planned improvements on I-205, ODOT expects to see:

- Reduced congestion and better travel times on I-205. During the afternoon peak hours (4 to 6 p.m.), travelers between Tualatin and Gladstone would see up to 50% shorter travel times, which means up to 14 minutes in time savings by 2024. During the morning peak hours (7 to 9 a.m.), I-205 travelers would experience about 25% faster travel times, saving about 4 minutes.
- Changes in traffic patterns on some local roads include both increases and decreases in congestion at peak times. ODOT is collaborating with local governments to come up with solutions called "mitigation" that will offset negative effects.
- ODOT is assuming \$0.55 to \$2.20 per bridge as estimated toll rates for environmental and financial studies. Toll rates will be set in 2024. Separately, a low-income toll program, which may include discounts or exemptions, is under development.
- Freight travel times on I-205 are projected to improve in both northbound and southbound directions, decreasing by between 26% and 53% depending on peak period and direction. Businesses rely on I-205 to move their goods and services.

- The study shows adding a third lane and providing seismic improvements to bridges on I-205 from Stafford Road to OR-213, and tolling the Abernethy and Tualatin River Bridges (Build Alternative) will encourage slightly fewer single-occupancy vehicle trips. More than one person in a car will lower travel costs compared to one person in a car paying the full toll. Tolling can also help reduce greenhouse gas emissions by encouraging carpooling and alternative modes of transportation, reduced congestion, and associated car idling.

The Environmental Assessment is expected to be available for public review and comment in early 2023. The Oregon Transportation Commission will set toll rates in 2024.

ODOT has created a short video about how tolling will work, which can be found here: <https://www.youtube.com/watch?v=zrfGJ1EhqQg>

More information on the I-205 Toll Project can be found at <https://www.oregon.gov/odot/tolling/Pages/I-205-Tolling.aspx>.

Proposed Mitigation for OR 99E/Gladstone/Oregon City Area

Impact Location	Mitigation Type				Analysis Year Impact	
	Traffic	Transit	Active Transportation		2027	2045
			Pedestrian	Bike		
OR 99E/ Arlington St	Reconfigure the east leg approach to include a separate left-turn lane with protected phasing and a shared through-right-turn lane and reconfigure the west leg to be one-way eastbound with right-turn only.	Transit signal priority (pending agreement on acceptable technology)	Modify the signal timing to provide leading pedestrian intervals at all protected pedestrian crossings	None proposed	X	
OR 99E North of Dunes Dr	None proposed	Widen to provide southbound transit queue jump space (i.e., an area that allows transit to “jump” ahead of cars with an advance green light) just north of Dunes Dr	None proposed	Improve signing and striping for cyclists to use northbound ramp from bike lane to sidewalk before it reaches the Clackamas River Bridge	X	
OR 99E/ Dunes Dr	None proposed	Transit signal priority (pending agreement on acceptable technology)	None proposed	None proposed	X	
OR 99E/ I-205 Southbound Ramps	Provide transit lane bypass of on-ramp meter on southbound on-ramp.	Transit signal priority (pending agreement on technology) Provide northbound bus pocket at intersection and implement advance green light	None proposed	None proposed	X	
OR 99E/ I-205 Northbound Ramps	Provide southbound dual left-turn lanes; westbound dual left-turn lanes; northbound dual right-turn lanes (starting at 15th St); allow northbound permitted turns (i.e., allow a left turn on a flashing yellow arrow signal when there is a safe gap in opposing traffic) plus an overlap phase (i.e., allow a left-turn movement from one street at the same time as a right-turn movement from the intersecting street).	Transit signal priority (pending agreement on technology), advance green for southbound transit	None proposed	None proposed	X	

Impact Location	Mitigation Type				Analysis Year Impact	
	Traffic	Transit	Active Transportation		2027	2045
			Pedestrian	Bike		
OR 99E/ 15th St	Convert 15th St to one-way westbound; start a fourth northbound lane on OR 99E north of 15th St that becomes the second northbound right-turn lane at the intersection of OR 99E and I-205 northbound ramps.	None Proposed	None proposed	None proposed		X
OR 99E/ 14th St	Implement southbound dual left-turn lanes; prohibit westbound left-turns from 14th St to OR 99E. Start third northbound lane just north of 14th St, which becomes one of two right-turn lanes to the I-205 northbound on-ramp.	Transit signal priority (pending agreement on technology)	None proposed	None proposed	X	
OR 99E/ 12th St	None proposed	Transit signal priority (pending agreement on technology)	None proposed	None proposed	X	
OR 99E/ 10th St	Extend southbound left-turn lane to 12th St; monitor to assess the effects of the improvement over time and determine if additional long-term mitigation would be required.	None proposed	Widen/Improve southbound sidewalk on OR 99E between 10th Street and Railroad Avenue	None proposed		X
OR 99E from 10th St. to Railroad Ave	None proposed	None proposed	Coordinate with the City of Oregon City to implement the OR 99E Bike and Pedestrian Improvements Project, which would improve active transportation facilities on the southbound side of OR 99E.			X
Main St/ 7th St ¹	None proposed	None proposed	Implement pedestrian improvements, as noted for OR 99E from 10th St to Railroad Ave above to improve overall mobility in the area.		X	
Main St/ 10th St	Add traffic signal (pending completion of additional analysis)	Transit signal priority for southbound left turns (pending agreement on acceptable technology)	Signal provides protected crossing; include pedestrian signal and leading pedestrian interval	None proposed	X	

Impact Location	Mitigation Type				Analysis Year Impact	
	Traffic	Transit	Active Transportation		2027	2045
			Pedestrian	Bike		
82nd Drive and I-205 northbound ramps ^[2]	Add an additional westbound through lane that extends through the 82nd Drive and the I-205 southbound ramps and a left-turn lane on the northbound off-ramp onto 82nd Dr. These lane additions could be accommodated by restriping the westbound approach and widening the roadway onto the shoulder and by restriping the northbound approach.					X

[1] Impact in 2027 only. Impact goes away by 2045.

[2] Due to uncertainty regarding the projected traffic volumes, ODOT proposes to monitor this location and only implement the proposed mitigation if the actual conditions warrant it.

OR 99E OREGON CITY

- **Ramp Meter Transit Bypass Lane:** SB on-ramp
- **Convert to One-way:** 15th St
- - - **Sidewalk Widening:** OR 99E SB between 10th St and Main St
- ▨ **Safety Improvements**
-  **Proposed New Traffic Signal**
(pending signal warrant)
-  **Transit Signal Priority**
(pending agreement on technology)
-  **Queue Bypass and Advance Green Signal for Transit**
-  **Bike/Ped Improvements:** improve access from bike lane to sidewalk across Clackamas River Bridge

-  **Intersection Improvements**
 - OR 99E/I-205 NB Ramps**
 - Add Second left-turn lane to off-ramp
 - Add second SB left-turn lane to on-ramp
 - Add second NB right-turn lane to on-ramp
 - Widen on-ramp to 2 receiving lanes, which taper down to 1
 - OR 99E/14th St**
 - Add second SB left-turn lane to 14th St
 - Prohibit WB left-turns
 - Begin 3rd NB lane on OR 99E
 - OR 99E/10th St**
 - Extend SB left-turn lane to 12th St



TRAFFIC OPERATIONS

Year 2027 travel time reduction between Dunes Dr and 10th St*

SB (AM/PM) **0.5/4.0** min

NB (AM/PM) **30.5/13.0** min



WIDEN SIDEWALK ALONG OR 99E SB

Improves pedestrian safety & mobility; improves transit access



TRANSIT OPERATIONS

Year 2027 travel time reduction between Dunes Dr and 10th St*

SB (AM/PM) **1.0/2.0** min

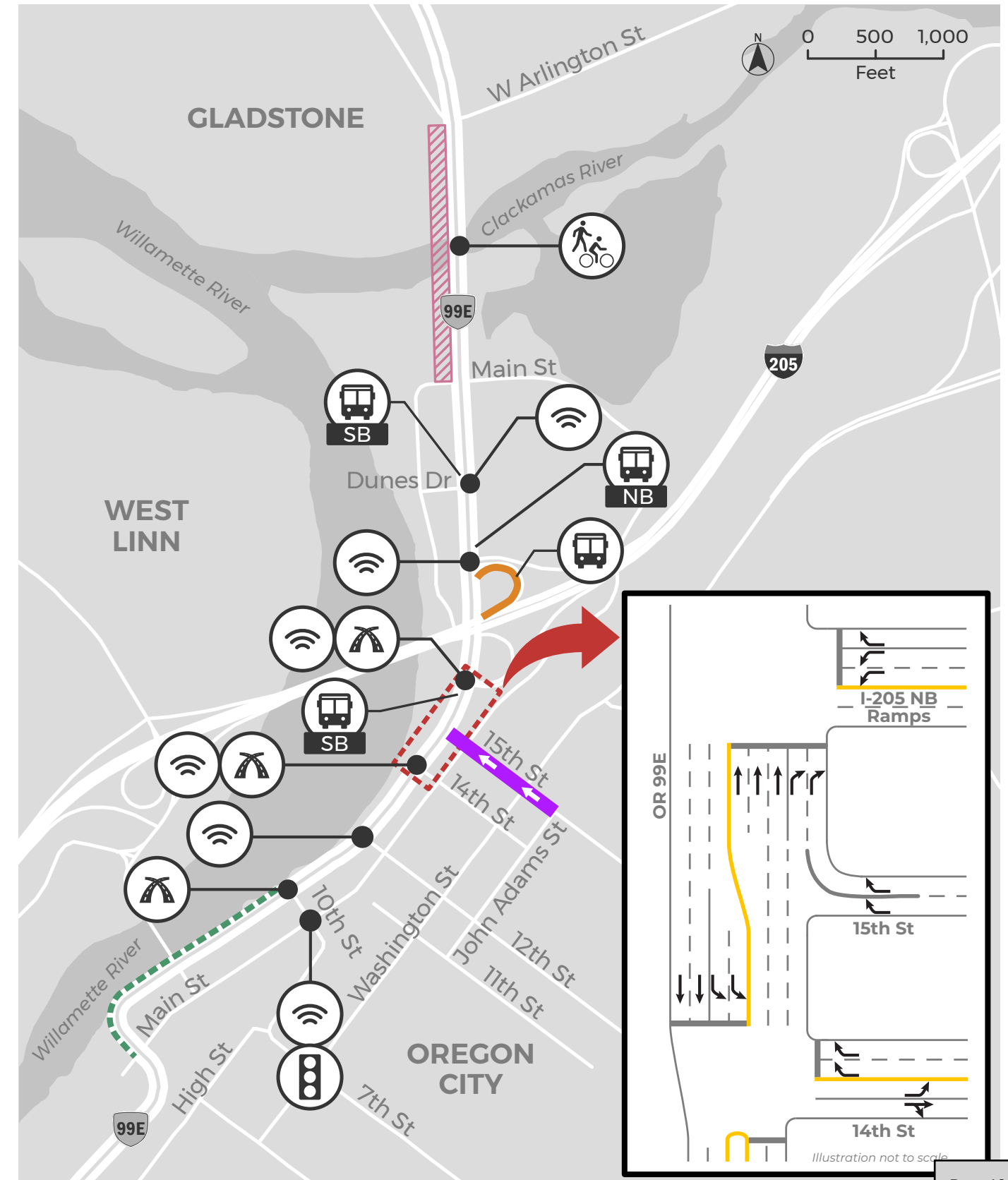
NB (AM/PM) **31.0/33.0** min



SAFETY

Predicted crashes along corridor in 2027 reduced by
3% for fatal/severe, and
1% for pedestrian/bicycle crashes

*Times reflect Mitigated Build minus No Build



OR 99E GLADSTONE

Safety Improvements

Transit Signal Priority (pending agreement on technology)

Bike/Ped Improvements

- Improve access from bike lane to sidewalk across Clackamas River Bridge
- at OR 99E and W Arlington St

Intersection Improvements: at OR 99E and W Arlington St (in ODOT STIP and to be completed by others)

- Reconfigure the east leg approach to include a separate left-turn lane with protected phasing and a shared through-right-turn lane and reconfigure the west leg to be one-way eastbound right-turn only



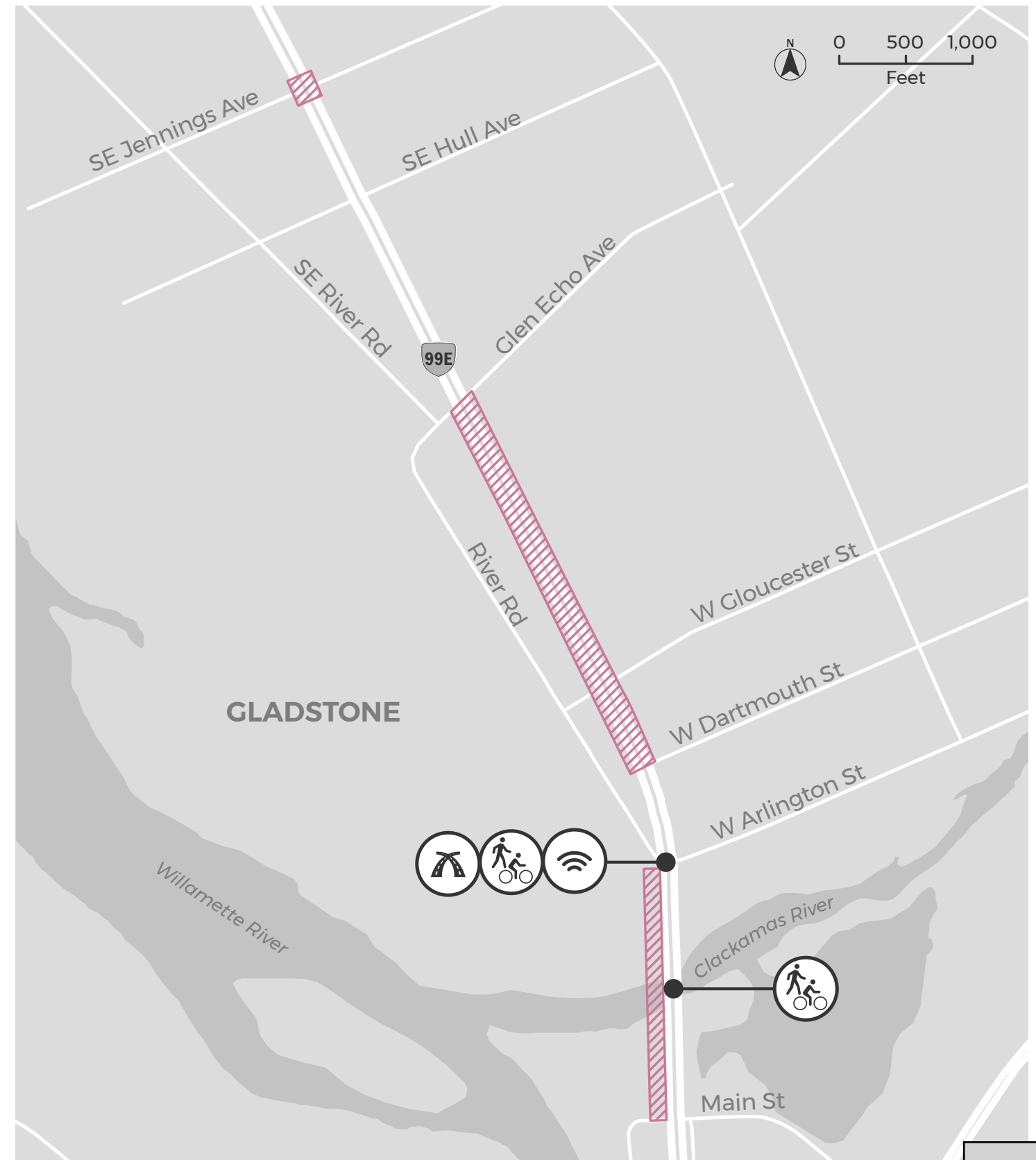
ACTIVE TRANSPORTATION

Improves pedestrian and bicycle safety & mobility; supports safe routes to school; improves transit access



SAFETY

Predicted crashes along corridor in 2027 reduced by **16%** for fatal/severe, and **26%** for pedestrian/bicycle crashes



I-205 Toll Project

Proposed Safety Mitigation - Oregon City/Gladstone

The following safety-related improvements are proposed in addition to the mitigation identified separately for operational impacts to general traffic, transit and active transportation modes.

Intersections

OR 99E and Gloucester Street

- Crashes at this intersection were primarily angle type crashes, adding 3-inch yellow retroreflective sheeting to signal backplates could reduce all crashes by 15 percent. This treatment enhances signal visibility during daytime and nighttime conditions, and it may alert drivers of the signalized intersection during a power outage (ODOT 2022e).

OR 99E and Jennings Avenue

- Crashes at this intersection were primarily rear end and angle type crashes, adding 3-inch yellow retroreflective sheeting to signal backplates could reduce all crashes by 15 percent. This treatment enhances signal visibility during daytime and nighttime conditions, and it may alert drivers of the signalized intersection during a power outage (ODOT 2022e).

Segments

OR 99E – SE Glen Echo Avenue to W Dartmouth Street, and W Arlington Street to Main Street.

Crash patterns along this segment of the corridor involved pedestrians, four pedestrian crashes that resulted in a fatality or severe injury were reported between 2015 and 2019, two of those crashes occurred along OR 99E south of SE Hull Avenue during the dusk/dark. Potential treatments that could be explored to improved safety at these segments include:

- Adding trees alongside the roadway could reduce crashes of all severities by 10 percent. Trees provide traffic calming and narrow a driver's visual field, providing distinct roadway edges, which help drivers guide their movements and assess their speed (ODOT 2022e).
- Installing a mid-block pedestrian crossing with a Rectangular Rapid Flashing Beacon (RRFB) (3-lane or wider roadway) could reduce pedestrian and bicycle crashes of all severities by 10 percent. RRFBs enhance safety by increasing driver awareness of potential pedestrian conflicts (ODOT 2022e)
- Installing lighting on the roadway segment could reduce night crashes of all severities by 28 percent. Lighting allows for greater visibility to the driver of potential conflicts (ODOT 2022e).
- Installing a raised median on an urban multi-lane road could reduce crashes of all severities by 22 percent. Medians can reduce the frequency and magnitude of conflict points at driveways and intersections (ODOT 2022e).

Other safety Improvements

Additional safety improvements are being considered at locations that did not meet the primary safety criteria, but mitigation is proposed at these locations to enhance overall safety within a given subarea or corridor. These include the following mitigations:

OR 99E and I-205 Southbound Ramps

- Crashes at this intersection were primarily angle type crashes, adding 3-inch yellow retroreflective sheeting to signal backplates could reduce all crash by 15 percent. This treatment enhances signal visibility during daytime and nighttime conditions, and it may alert drivers of the signalized intersection during a power outage (ODOT 2022e).

OR 99E and I-205 Northbound Ramps

- Crashes at this intersection were primarily angle type crashes, adding 3-inch yellow retroreflective sheeting to signal backplates could reduce all crash by 15 percent. This treatment enhances signal visibility during daytime and nighttime conditions, and it may alert drivers of the signalized intersection during a power outage (ODOT 2022e).

OR 99E – Main Street (overpass) to 14th Street

- Adding trees along the roadway could reduce crashes of all severities by 10 percent. Trees provide traffic calming and narrow a driver's visual field, providing distinct roadway edges, which help drivers guide their movements and assess their speed (ODOT 2022e).

OR 99E – Main Street (overpass) to Main Street.

- Installing a speed feedback sign would reduce all crashes of all severities by 10 percent. Speed feedback signs enhance safety by managing speeds and reducing the risk of speed related crashes (ODOT 2022e).
- Installing coordination or adaptive signal timing or urban traffic signals could reduce crashes of all severities and types by 17 percent. Coordinated signals produce vehicle platoons keeping traffic at a constant speed, which reduce rear-end conflicts. Vehicle platooning also allows for larger gaps for drivers making permitted turning maneuvers (ODOT 2022e).

OR 99E – SE Jennings Avenue to SE Glen Echo Avenue

- Adding trees alongside the roadway could reduce crashes of all severities by 10 percent. Trees provide traffic calming and narrow a driver's visual field, providing distinct roadway edges, which help drivers guide their movements and assess their speed (ODOT 2022e).
- Installing a raised median on an urban multi-lane road could reduce crashes of all severities by 22 percent. Medians can reduce the frequency and magnitude of conflict points at driveways and intersections (ODOT 2022e). Canby



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 01/18/2023
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Planning Commission Activities in calendar year 2022

STAFF RECOMMENDATION:

Planning Commission Chair will present the activities of the Planning Commission in 2022.

EXECUTIVE SUMMARY:

In 2022 the Planning Commission discussed a variety of topics, received several informative presentations, and took action on multiple applications. Actions included decisions on a Master Plan, three Variances, one Conditional Use Permit, and four legislative recommendations to the City Commission. The Planning Commission meets on the second and fourth Monday of every month in the Libke Public Safety Building Commission Chambers. Most meetings begin at 7pm and work sessions are scheduled as needed prior to the regular meetings.

BACKGROUND:

Dirk Schlagenhauser was elected Chair and Mike Mitchell was elected Vice Chair at their first meeting of the year.

Presentations

Throughout the year, the Planning Commission received multiple presentations on a variety of topics including:

- Legal Training from Assistant City Attorney Carrie Richter
- Economic Development staff presented the Economic Development Strategy
- Traffic Engineering 101 presented by Reah Flisakowski, Transportation Engineer, who represents DKS the City's new transportation consultant.

- Staff gave a brief introduction to Climate Friendly and Equitable Communities
- Staff and the Assistant City Attorney Carrie Richter gave a presentation on the various types or levels of land use review in Oregon City.
- Planning staff presented an update on the Street Tree Minor Code Amendment project

Discussion Topics

Several topics required multiple meetings to receive information and provide direction to staff. Discussion topics are often placed on a work session agenda until the topic is ready to be reviewed for a decision.

- The PC gave input on OC2040 goals and policies, reviewed a revised comprehensive plan draft, discussed implementation measures, and continued to review drafts of the plan until adoption. (February, May, June, August, October)
- Planning Commissioners discussed and gave input on the Middle Housing Code Update in February and March before recommending approval.
- Additional policy topics regarding Middle Housing began in October and continued through the end of the year.
- The Planning Commission sent a letter to the Transportation Advisory Committee requesting that committee consider investigating or researching trip thresholds on local streets.
- Discussed, revised, and adopted the Planning Commission bylaws in August 2022.

Action Items

Items that the Planning Commission took action on included quasi-judicial land use decisions and legislative recommendations.

- Approved a Conditional Use Permit to relocate the helipad located at Willamette Falls Hospital.
- Approved a Variance for minimum lot depth and setbacks at 716 10th Street
- Approved a Variance to a rear yard setback for a commercial use abutting a residential zone at 504 14th Street.
- Approved a Variance for a front yard setback and to allow an accessory structure in the front yard at 12200 Meadowlawn Drive
- Held multiple public hearings for Park Place Crossing Master Plan beginning in April, May (two meetings), July (two meetings), August, and ultimately approved with conditions in September.
- Recommended approval of a single lot Annexation on Rose Road.

- Recommended the City Commission approve code amendments to the Flood Management Overlay District due to a request from FEMA in conjunction with the Community Rating System.
- Recommended approval of a package of code amendments to implement Middle Housing, HB 2001, in March 2022.
- Recommended approval of a legislative amendment to adopt OC2040 in November 2022.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 01/18/2023
From: Assistant Parks and Recreation Director, Denise Conrad

SUBJECT:

WES Good Neighbor Agreement Project Update

STAFF RECOMMENDATION:

Informational Update

EXECUTIVE SUMMARY:

The Parks and Recreation Department will be providing an update on the progress on the WES Good Neighbor Agreement projects for this biennium.

BACKGROUND:

The Parks and Recreation Department has been laden with a torrent of natural disasters, time constrained capital projects, and staffing shortages. To conform to the deadlines and the outline of the WES Good Neighbor Agreement, it was determined to seek outside resources to assist in this biennium's WES Good Neighbor Agreement projects.

The Project Management Services/Owner's Representative contract was approved by City Commission on December 1, 2021.

With input and cooperation with WES, the scope of work was established and permitted by both agencies. Plan B, now Cumming Group, assigned Lilian Duey as the project manager for this project. Lilian Duey and City staff have successfully led this project to improve safety, increase ADA compliant access, improve the health of the tree canopy, and remove invasives.

The presentation will provide an overview of the scope of work, budget, and highlight project accomplishments.

BUDGET IMPACT:

Amount:

FY(s): 21/22-22/23

Funding Source(s): General Fund-WES Good Neighbor Agreement Funding

Oregon City River Access Trail Project Update

Presented by

Denise Conrad, Assistant Parks and Recreation Director, Oregon City

Lilian Duey, Project Manager, Cumming Group

January 18, 2023



Update Agenda

Item 5c.

- Project Overview
- Project Schedule
- Project Financials
- Potential Parallel Parking Addition
- Photos
- Questions and Discussions



River Access Trail

Project Overview

- Hazardous Pruning
 - Removal of invasive species
 - Pruning and hazardous limb removal of trees damaged in the 2021 Ice Storm
- Pedestrian Path Improvements
 - Removal and replacement of damaged pedestrian sidewalk panels
 - Areas regraded to meet ADA standards
- Parking Lot Improvements
 - Eradicate and stripe parking lot to accommodate wider parking stalls and ADA accessible parking spot
 - ADA accessible ramp and signage



Item 5c.



River Access Trail

Project Schedule

Item 5c.

 RIVER ACCESS TRAIL MILESTONE SCHEDULE													
LAST UPDATED: 11/22/2022	2021 DEC	JAN	FEB	MAR	APRIL	MAY	2022 JUN	JUL	AUG	SEPT	OCT	SEPT	NOV
PRELIMINARY WORK													
Bid walk with Landscape Contractors													
Brush & Invasive Species Removal													
Arborist Review and Report													
Bid Solicitation													
Planning Review Submission													
Planning Review Period													
Planning Permits Issued													
Building Permit Submission													
Building Permit Issued													
CONSTRUCTION													
Public Notice of Tree Removal													
Tree Notice Period													
Hazardous Tree Removal													
Pedestrian Concrete Path Repair													
Parking Lot Striping and Signage													
Additional Hazardous Pruning - CO 1													
Additional Flatwork Panels - CO 2													
Punchlist													
Project Closeout													



River Access Trail

Project Financials

Item 5c.

	Budget		Projected Costs to Completion	
River Access Trail:				
Preconstruction Costs	\$	12,123	\$	11,125
Professional Services	\$	74,000	\$	74,000
Permits and Fees	\$	5,500	\$	1,528
Construction Costs	\$	206,500	\$	163,112
Mitigation Trees	\$	-	\$	9,048
Total Contingency	\$	20,056	\$	-
Clackamette Master Plan:	\$	60,000	\$	85,000
Additional Funds Available:	\$	209,946	\$	-
TOTAL	\$	588,125	\$	343,812
Remaining balance to be allocated to future projects:			\$	244,313



River Access Trail

Potential Parallel Parking Addition

Item 5c.



Additional Parallel Parking Under Consideration

- 26' Spacing
- Yields 8 Additional Parking Spaces
- Costs included within Projected Cost to Complete

Next Steps:

- Plan Review
- Approval
- Schedule in Dry Weather

Photos – Before



Photos – After



Item 5c.



River Access Trail

Questions and Discussions



River Access Trail



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 01/18/2023

SUBJECT:

OLCC: Liquor License Application – Full On-Premises, Adipose Corp. (dba McAnulty & Barry's), 820 Main Street, Ste. C & E, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Adipose Corp. (dba McAnulty & Barry's), 820 Main Street, Ste. C & E, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Full On-Premises license for Adipose Corp. (dba McAnulty & Barry's).

BACKGROUND:

The Oregon City Police Department ran a background check on Ashley Gardner, Jesse Joy, and Jeremy Klein, and they are eligible to hold a liquor license. This is a change of ownership license application. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for McAnulty & Barry's – Oregon City
2. Deny the OLCC Application for McAnulty & Barry's – Oregon City

LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Lesser Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☒ Commercial
☐ Caterer
☐ Public Passenger Carrier
☐ Other Public Location
☐ For Profit Private Club
☐ Nonprofit Private Club

Winery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
 Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received: 10/18/22

Minimum documents acquired: 10/18/22

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- ☐ Recommend this license be granted
☐ Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name: L Tompkins

Email: lysa.tompkins@oregon.gov

LIQUOR LICENSE APPLICATION

Page 2 of 3

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1: KLEIN LLC Adipose Corp	Name of entity or individual applicant #2: JESSE JOY
Name of entity or individual applicant #3: ASHLEY GARNER	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

McAULTY & BARRY'S

Business phone number:

(503) 723 7192

Business email:

jeremy@happyhollapizza.com

Premises street address (The physical location of the business and where the liquor license will be posted):

820 MAIN ST Ste C & E

City:

OREGON CITY

Zip Code:

97045

County:

CLACKAMAS

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(11)):

4107 NE 218th AVE

City:

FAIRVIEW

State:

OR

Zip Code:

97024

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION

Contact Name:

Jeremy Klein ~~(Klein LLC)~~

Phone number:

(503) 402-7780

Email:

jeremy@happyhollapizza.com

Mailing address:

4107 NE 218th AVE

City:

FAIRVIEW

Zip Code:

97024

County:

CLATSOP

Please note: liquor license applications are public records.

LIQUOR LICENSE APPLICATION

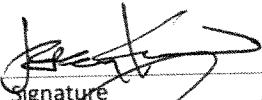
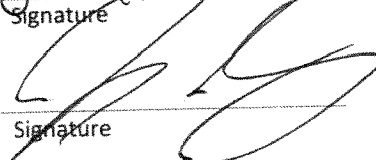
Page 3 of 3

ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Jeremy Klem (KLEM LLC)		10/17/22	
Print name	Signature	Date	Atty. Bar Info (if applicable)
Jesse Joy		10-17-22	
Print name	Signature	Date	Atty. Bar Info (if applicable)
ASHLEY GARDNER		10/17/22	
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: ADIPOSE CORP Phone: (503) 723-7192
 Trade Name (dba): MCANULTY & BARRY'S
 Business Location Address: 920 MAIN ST Ste C & E
 City: OREGON CITY ZIP Code: 97045

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>11 AM</u>	to	<u>10 PM</u>
Monday	<u>↓</u>	to	<u>↓</u>
Tuesday	<u>↓</u>	to	<u>↓</u>
Wednesday	<u>↓</u>	to	<u>↓</u>
Thursday	<u>↓</u>	to	<u>↓</u>
Friday	<u>↓</u>	to	<u>1 AM</u>
Saturday	<u>↓</u>	to	<u>1 AM</u>

Outdoor Area Hours:

Sunday	<u>11 AM</u>	to	<u>10 PM</u>
Monday	<u>↓</u>	to	<u>↓</u>
Tuesday	<u>↓</u>	to	<u>↓</u>
Wednesday	<u>↓</u>	to	<u>↓</u>
Thursday	<u>↓</u>	to	<u>↓</u>
Friday	<u>↓</u>	to	<u>1 AM</u>
Saturday	<u>↓</u>	to	<u>1 AM</u>

The outdoor area is used for:

☒ Food service Hours: 11 AM to 1 AM
☒ Alcohol service Hours: 11 AM to 1 AM
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

LT (Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|--|
| ☐ Live Music | ☐ Karaoke |
| ☐ Recorded Music | ☒ Coin-operated Games |
| ☐ DJ Music | ☒ Video Lottery Machines |
| ☐ Dancing | ☒ Social Gaming No, per Tina W |
| ☐ Nude Entertainers | ☒ Pool Tables |
| | ☐ Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

SEATING COUNT

Restaurant: 30 Outdoor: 8
 Lounge: _____ Other (explain): 10 BAR TOP
 Banquet: _____ Total Seating: 48

OLCC USE ONLY

Investigator Verified Seating: _____(Y) _____(N)
 Investigator Initials: LT
 Date: 12/29/22

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 10/17/22

1-800-452-OLCC (6522)

www.oregon.gov/olcc



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: David Knoll, IT Manager

Agenda Date: 01/18/2023

SUBJECT:

Amendment to IT Managed Services contract

STAFF RECOMMENDATION:

Approve 3-month amendment to continue support under the existing IT contract

EXECUTIVE SUMMARY:

The City wishes to amend the IT support contract with Polar Systems to continue support. This amendment will extend the contract terms for 3 additional months.

BACKGROUND:

Polar Systems has provided IT managed services support to the City since 2013. Since then, the City has amended this contract several times to continue support. We released an RFP for Managed Services and this process is still be reviewed. To accommodate this review time (and any transition period), staff wishes to extend coverage until April 30, 2023 under the existing contract and amendment terms.

OPTIONS:

1. Approve amendment to contract
2. Provide staff direction

BUDGET IMPACT:

Amount: \$26,049.60

FY(s): 2022-2023

Funding Source(s): 100-170-6004 General Fund

AMENDMENT TO PERSONAL SERVICES AGREEMENT

THIS AMENDMENT TO THE PERSONAL SERVICES AGREEMENT is entered into between CITY OF OREGON CITY ("City") and Polar Systems ("Consultant") for computer support services related to the network, desktop, and consulting activities for City users, facilities, and services as needed.

RECITALS

- a. City and Consultant entered into a personal services agreement ("PSA 13-008 IT Analysis and Support Services" and associated documents) dated June 20, 2013 for computer support services through June 30, 2015 (the "Current Agreement").
- b. The term of the Current Agreement was extended on July 1, 2015 through June 30, 2017
- c. City and Consultant modified this with an amendment in September 2017. The terms were November 1, 2017 through January 1, 2018 with a cost of \$12,035
- d. City and Consultant modified this with an amendment in December 2017. The terms were January 1, 2018 through December 31, 2018 with a cost of \$8640
- e. City and Consultant modified this with an amendment in August 2019. The terms were April 20, 2019 through June 30, 2020 with a cost of \$8640
- f. City and Consultant modified this with an amendment in July 2020. The terms were August 21, 2020 through June 30, 2021 with a cost of \$8683.20
- g. City and Consultant modified this with an amendment in August 2022. The terms were August 3, 2022 through January 31, 2023 with a cost of \$8683.20
- h. City and Consultant desire to amend the Agreement under the terms and conditions set forth below.

AGREEMENT

1. Term: The term of this Agreement, unless sooner terminated pursuant to provisions set forth in the agreement, shall begin February 1st, 2023 and continue through **April 30, 2023**.
2. Compensation: Total monthly compensation, including reimbursement for expenses incurred, shall not exceed **\$8,683.20**.
3. Notices: City will provide Consultant 72-hour notice of meeting cancellation to avoid cancellation charge. Consultant will provide appropriate City staff written notice of an anticipated absence.
4. Scope of Work: The scope of work shall be as defined in the original Contract terms and as in Scope of Work (Exhibit A), with the following exceptions: No regular onsite hours included (September 2017 amendment) and no desktop support (December 2017 amendment).
5. Full Force and Effect: Except as provided herein, all other terms and conditions of the Agreement shall remain in Full Force and Effect.

CITY OF OREGON CITY

Signed: _____

Name: _____

Title: _____

DATED: _____, 20____.

(FILL IN CONTRACTOR NAME)

Signed: Tim Tragesser

Name: Tim Tragesser

Title: President

DATED: January 11, 20²³.

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and POLAR SYSTEMS ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from July 1, 2013 until June 30, 2015, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant a total cost of \$16,380 per month for Support Services as outlined in the scope of services (Proposal Response). Total compensation, including reimbursement for expenses incurred, shall not exceed \$393,120 for two years.

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

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

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

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

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: City Manager

To Consultant:

Timothy Tragesser, President
 Polar Systems
 21890 Willamette Drive
 West Linn, OR 97068

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 20th day of June, 2013.

CITY OF OREGON CITY

POLAR SYSTEMS

By:



Title:

David W. Frasher

Title:

City Manager

DATED:

6/20, 2013

By:



Title:

TIM TRAGESSER PRESIDENT

DATED:

6/24, 2013

By:



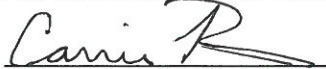
Title:

Tony Konkol

Community Development Director

APPROVED AS TO LEGAL SUFFICIENCY:

By:



City Attorney

City of Oregon City

Information Technology Analysis and Support Services

Scope of Work – Exhibit A

Services included under the terms of this contract are as follows. **Part 1** summarizes the services to be performed as requested in the RFP: IT Network Analysis and Continued Support Services. **Part 2** addresses the selected Option B of remote and onsite services, as outlined in the RFP Response. Detail about approach and methodology is also contained in the Summary of Support Services and Project Methodology (Section 5 of RFP Proposal response).

Part 1: Services to be performed

IT Network Analysis

- Compile/update inventory of all information technology related assets
- Assess system architecture (network, LAN, WLAN, wireless) and update Network diagrams
- Assess current processes using these criteria: reliability, scalability, manageability, efficiency, remote accessibility, and security; and provide a plan for addressing any issues discovered.
- Make recommendations for improved, city-wide, IT system performance. Specifically:
 - Network and user usage optimization
 - Implementation of a virtualized environment
 - Server support and monitoring

Continued Support Services

The Contractor will work with City IT staff to provide the following services to the City of Oregon City:

Desktop Applications Support - Performs basic support functions including:

- Install workstation, server, laptop, printer drivers, and enterprise database software
- Diagnose and correcting desktop application problems
- Configure laptops and desktops for standard applications
- Identify/correct end user hardware problems
- Perform advanced troubleshooting
- Maintain an up-to-date inventory of all computer related hardware and make available to City personnel upon request
- Assist designated City personnel with software and hardware purchases
- Assist in development of software/hardware policies and procedures

Server Administration Services - Manages computer systems and networks including:

- Manage complex application, database, messaging, web and other servers, and associated hardware
- Monitor software, communications, operating systems necessary for the quality,

- security, performance, availability, recoverability, and reliability of the system
- Ensure scheduled preventive maintenance for equipment is properly and promptly performed and maintain records to City specifications
- Develop operation, administrative, and quality assurance back-up plans and procedural documentation
- Active server and MS Exchange administration
- Provide server performance and capacity management services with reporting when specified thresholds are reached
- Manage virtualized environment when implemented
- Configuration management, including changes, upgrades, patches, etc.
- SQL database administration to support specified departmental applications including upgrades, patches, etc.
- Coordinate repair and maintenance work with contracted service and ensure repairs are conducted in a timely fashion

Network Administration Services – Scope of activity includes all City network equipment including, but not limited to, switches, firewalls, routers, and other security devices.

- Primary installation and maintenance of printers, network copiers/scanners, etc.
- Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades
- Alert notifications to designated City personnel in the event of failure
- Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached
- Network performance and capacity management services, and network troubleshooting
- Maintain network documentation and procedures

Security –

- Maintenance of virus detection programs on City servers, email and all other City computers and laptops
- Perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection
- Configure City system to enable remote access in a secure environment and provide VPN administration as requested by designated City personnel
- Oversee public safety security connections for use with outside agencies. Our Police currently connect using CCom, Classweb, and Forcecom

Strategic Planning –

- Engineering, planning, and design services for major system enhancements including installations and upgrades of new or existing systems. Examples include major server upgrades, virtualization and storage system upgrades, and redesign of backup systems
- Provide technical leadership for server technology issues
- Make recommendations for future purchasing and technology needs.
- Design, install, upgrade and configuration of servers, routers, switches, and network software.

Part 2: Summary of Support Services and Project Methodology

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

purchasing tools or equipment, premises or licenses, certificates or specialized training and Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

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

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

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

4. Early Termination.

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

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

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

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

the labor or services and shall charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement.

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

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

7. Subconsultants and Assignment.

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

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

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

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

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

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

13. Indemnity and Insurance.

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

(b) Workers' Compensation Coverage.

Consultant certifies that Consultant has qualified for workers' compensation as required by the state of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance.

Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance.

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

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its consultants and agents.

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

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

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

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

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

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

Saturday, Sunday or legal holiday.

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

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

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

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

24. Arbitration.

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided

otherwise.

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

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



Exhibit C - MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of July 1, 2013 (the "**Effective Date**"), by and between Polar Systems, Inc., with its principal address at 21890 Willamette Drive, West Linn, OR 97068 ("**Polar Systems**") and the party below ("**Client**").

Client Name:		
Billing Address:		
City:	State:	Zip:
Shipping Address:		
City:	State:	Zip:
Telephone Number:	Fax Number:	
Company Website:		
Primary Contact Name:		
Primary Contact Email:		
Accounting Contact Name:		
Accounting Contact Email:		
Company Origin Date:		
Type of Business:	Corporation ☐	LLC: ☐
	Sole Proprietorship ☐	Other:
Oregon Clients: Are you inside the city limits of Portland?	Yes ☐	No ☐
Oregon Clients: If no to above, are you outside the city limits of Portland, but within Multnomah County?	Yes ☐	No ☐
Clients outside of Oregon:		
What is your Tax Jurisdiction?		

Initial Term: July 1, 2013 to June 30, 2015

This Agreement consists of this cover page; the attached Terms and Conditions; and the following Schedule(s), which have been agreed to as of the Effective Date:

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND SCHEDULES) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

Polar Systems, Inc.

By: _____
Print Name and Title

Date: _____

Client: _____

By: _____
Print Name and Title

Date: _____

POLAR SYSTEMS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** This Agreement is between Polar Systems and the Client specified on the cover page of this Agreement. Under the terms of this Agreement, Polar Systems will use reasonable efforts to provide Client with Managed Services and other IT support services as described in one or more mutually agreed Schedules (the "**Services**"). "**Managed Services**" means Services where Polar Systems agrees to proactively monitor, manage and maintain certain IT components or services (such as servers, workstations, backup services, e-mail services, hosting services, etc.)

2. Services

(a) **Schedules.** The initial scope of Services under this Agreement is described in Schedules executed on or about the Effective Date. The parties may from time to time add to or modify the initial Services by mutual agreement. Services may be added to or modified through an agreed new Schedule or through other formal or informal means (including by means of a request by Client (made verbally, by e-mail, through a Polar Systems online portal, or otherwise) for consulting or support services outside the scope of currently ordered Services, a change order, or Client approval of a quote). Polar Systems will use reasonable efforts to confirm any informal requests for additional or modified Services by e-mail or other writing. Polar Systems is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Regular Business Hours (as defined below). In all cases, the additional or modified Services will be governed by the terms of this Agreement. The term "Schedule" hereunder refers to both a formal Schedule and to any informal document or communication that specifies the scope and fees of Services provided by Polar Systems.

(b) **Hours of Service.** Services will be provided by Polar Systems in one or more of the following windows, as agreed by the parties:

- **Regular Business Hours.** Regular Business Hours are defined as weekdays between 8:00 a.m. and 5:00 p.m. pacific time, excluding holidays on which Polar Systems is closed.
- **Extended Hours Service.** Extended Hours Service is service and support provided between the hours of 6:00 a.m. and 8:00 a.m. pacific time or between the hours of 5:00 p.m. and 8:00 p.m. pacific time, Monday through Friday, or up to four (4) hours of service and support provided between 8:00 am – 5:00 pm on Saturday.
- **After Hours Service.** After Hours Service is service and support provided between the hours of 8:00 p.m. and 6:00 a.m. pacific time Monday through Friday, all day on Sundays and holidays, before 8:00 am and after 5:00 pm pacific time on Saturday, and between 8:00 a.m. and 5:00 p.m. pacific time on Saturday after four hours of Extended Hours support and service are provided in this time frame.

(c) **Help Desk.** For Managed Services, Polar Systems will maintain a centralized "Help Desk" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into Polar Systems' client portal, sending an email or by calling via telephone, or in other methods as communicated by Polar Systems to Client from time to time. The Help Desk is typically staffed during Regular Business Hours. Help Desk support after Regular Business Hours will be provided only if agreed by the parties as indicated on a Schedule.

(d) **Start Date.** Polar Systems may specify in the Schedule an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; Polar Systems may revise an estimated start date at any time if the assumptions upon which Polar Systems relied in determining its initial estimate change the scope or magnitude of the Services, or if Client fails to provide required information, assistance, and/or decisions.

(e) **Warranty Service.** Polar Systems does not provide warranty service for any third party hardware or software unless expressly agreed in writing by Polar Systems. Client may request that Polar Systems provide certain products and services that are also covered under the manufacturer's warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on the balance of Client's manufacturers' warranty. Client is also responsible for payment for all requested products and services provided by Polar Systems related to the repair, replacement, and maintenance of third party computer hardware and software that may have been otherwise covered under the manufacturer warranties.

(f) **Compliance.** Client agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.

(g) **Restrictions.** Client shall not: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by Polar Systems in connection with the Services ("**Software**"), or attempt to do any of the foregoing.

3. Fees and Payment

(a) **Fees.** Client shall pay Polar Systems the fees and other amounts set forth in the Schedule(s). Polar Systems will deliver invoices on or shortly after the effective date of the applicable Schedule to Client for any one-time set up fee. Invoices for any recurring monthly Services fee will be delivered approximately fifteen (15) days in advance of the Services. Polar Systems may in its sole discretion require that a portion or all of the invoices for hardware and software purchases be paid in advance of Polar Systems' ordering of such hardware or software, and/or on a COD basis.

(b) **Rates; Block Time.** For Services provided that are not Managed Services, unless other arrangements are made in advance, Polar Systems' standard rates will apply, with time billed in 1 hour increments. Polar Systems may, but is not required to, provide any requested Services. A multiplier of 1.5 times the standard rate for Services will apply for Services provided during Extended Hours and a multiplier of 2 times the standard rate will apply for Services provided during After Hours. Polar Systems will use reasonable efforts to notify Client in advance of performing any additional Services. Client may acquire in advance a block of hours ("**Block Time**") to use to pay for such Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus appropriate trip charges.

(c) **Terms.** Unless otherwise set forth on the Schedule, all invoices delivered by Polar Systems will be due within ten (10) days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. All payments not submitted when due will be subject to interest at the rate of eighteen (18) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client's agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule.

(d) Taxes. Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Polar Systems' net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Client upon request with a correct copy of Client's tax-exempt certification.

(e) Expenses. Client shall reimburse Polar Systems for all reasonable out-of-pocket expenses incurred by Polar Systems in connection with this Agreement, including but not limited to travel, lodging, meals, and shipping expenses. All travel must be pre-approved by Client.

(f) Renewals. All fees of Polar Systems are subject to change upon renewal based on Polar Systems' current fees.

4. **Authorization to Access Client Devices.** Client hereby authorizes Polar Systems to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files & clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying Polar Systems of a restriction of remote access, connections or management activities related to any managed device.

5. **General Client Requirements.** Client will, at its own cost:

(a) Cooperate with and assist Polar Systems in the performance of the Services, and interact with Polar Systems in a professional and courteous manner.

(b) Provide all necessary information when requesting technical support. This information includes but is not limited to:

- Name of the end user experiencing issue
- Location of end user and computer
- Contact information for end user
- Detailed description of the issue

(c) If Services are performed at Client's place of business, Client agrees to furnish full and safe access to Client's network and systems for on-site activities by Polar Systems' employees, including without limitation to make necessary adjustments and changes. Client will also provide adequate parking, internet access, work space, heating and air conditioning, light, ventilation and electricity. Client also agrees: (a) to provide any security passwords necessary for Polar Systems' employees to perform requested tasks, and (b) that Polar Systems may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to Polar Systems and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to Polar Systems' willful misconduct or gross negligence.

6. **Managed Services Client Requirements.** For all Managed Services, Client will at its own cost:

(a) Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Polar Systems will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Client.

(b) Unless specifically agreed in a Schedule, maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.

(c) Notify Polar Systems upon the removal of a covered device from the network so the Polar Systems' remote management and monitoring systems can be updated.

(d) Provide necessary supplies when deemed necessary, including but not limited to printer consumables, backup tape media, and tape drive cleaning supplies.

(e) Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.

(f) Include (except to the extent that Client wishes to discuss certain aspects of Polar Systems services without Polar Systems present) its Polar Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.

(g) Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to Polar Systems.

7. **Term; Termination.**

(a) Term. This Agreement is effective beginning the Effective Date and continues for the length of the initial term set forth on the Cover Page. After the end of the initial term, this Agreement shall automatically renew for successive renewal terms of equal length as the initial term (provided that the maximum length of a renewal term is one (1) year), unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the then-current term.

(b) New Services Adjust to Term. If new Services are added to this Agreement, then the term for the Services will begin on the Effective Date of the Schedule for such Services and will end on termination of this Agreement. The parties may extend the term for this Agreement by written agreement in a new Schedule or amendment to this Agreement. Such extended term, unless otherwise specifically agreed in writing, will apply to all Schedules and Services provided under this Agreement.

(c) Termination for Breach; Suspension. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice. Polar Systems may suspend the Services upon notice to Client if Client materially breaches this Agreement, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

(d) Termination for Insolvency. Either party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reconstruction, or merger), or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(e) Liquidated Damages. If Client terminates this Agreement or a Schedule without cause, or if Polar Systems terminates this Agreement or a Schedule due to Client's material breach, then: (i) Client shall pay to Polar Systems all pre-paid, documented out of pocket expenses incurred by Polar Systems in reliance on the terminated Services. The parties acknowledge that Polar Systems' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of Polar Systems' potential losses.

(f) Survival. Sections 7, 8, 10, 11, 12, 13, 14 and 15 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

8. Intellectual Property

(a) Ownership. Client agrees that Polar Systems and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. Polar Systems reserves all rights to the Services and the Software not specifically granted herein.

(b) Software license. Polar Systems and/or third parties may provide software in connection with the Services. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("EULA") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to Polar Systems that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.

(c) Client Content. Client, at its expense, shall defend or at its option settle any action, suit or proceeding brought against Polar Systems which alleges that any Client Content or that Polar Systems' access to third party software or hardware required for the Services infringes any third party copyright or patent, or misappropriates a third party trade secret, and shall pay damages finally awarded against Polar Systems, provided that (i) Polar Systems notifies Client promptly in writing of the claim, (ii) Client has sole control of the defense and all related settlement negotiations, and (iii) Polar Systems provides Client with commercially reasonable assistance, information and authority to perform the above at Client's expense.

9. Polar Systems Equipment

(a) Equipment. Client agrees that Polar Systems may in support of the Services deliver certain Polar Systems Equipment to Client and install such Polar Systems Equipment on Client premises. "**Polar Systems Equipment**" means any equipment provided by Polar Systems to Client including but not limited to network management appliances (NMA), firewall appliances, backup devices, SSL VPN appliances, and continuous data protection devices.

(b) Ownership. The Polar Systems Equipment is and at all times shall remain the sole and exclusive property of Polar Systems and Client agrees Client does not become an owner of any Polar Systems Equipment by virtue of the payments provided for in this Agreement. Upon termination of this Agreement, subject to any applicable laws or regulations, Polar Systems may, but shall not be obligated to, retrieve any associated Polar Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Polar Systems in any retrieval of the unreturned Polar Systems Equipment. Polar Systems will not be deemed to have "abandoned" the Polar Systems Equipment if it does not retrieve such equipment. Polar Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the Polar Systems Equipment.

(c) Access. Client agrees to provide Polar Systems and its authorized agents access to Client premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Polar Systems Equipment, to install associated software, and to conduct an audit of the Polar Systems Equipment.

(d) Upgrades. Polar Systems shall have the right to upgrade, modify and enhance Polar Systems Equipment and associated software from time to time through "downloads" from Polar Systems' network or otherwise.

(e) Termination. Client agrees that, if the Agreement is terminated, Client has no right to possess or use the Polar Systems Equipment. Client agrees to arrange for the return of Polar Systems Equipment to Polar Systems, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Agreement. Polar Systems may charge Client a continuing monthly fee until any outstanding Polar Systems Equipment is returned, collected by Polar Systems or fully paid for by Client.

(f) Loss. Client agrees to pay Polar Systems liquidated damages as reasonably determined by Polar Systems for the replacement cost of the Polar Systems Equipment without any deduction for depreciation, wear and tear or physical condition of such Polar Systems Equipment if (i) Client tampers with, or permit others to tamper with, Polar Systems Equipment, (ii) the Polar Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Polar Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Polar

Systems Equipment to Polar Systems. Notwithstanding the above, Client shall not be required to pay liquidated damages to Polar Systems if the damage or destruction of the Polar Systems Equipment arises out of the acts or omissions of Polar Systems or its agents, employees or subcontractors.

(g) Tampering. Client will not, nor will allow others to, open, alter, misuse, tamper with or remove the Polar Systems Equipment as and where installed by Polar Systems or use it contrary to this Agreement. Client will not, nor will allow others to, remove any markings or labels from the Polar Systems Equipment indicating Polar Systems ownership or serial or identity numbers. Client will reasonably safeguard the Polar Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Polar Systems to perform any work on the Polar Systems Equipment. Nothing in this Agreement shall prevent Polar Systems from enforcing any rights it has with respect to theft or unauthorized tampering of Polar Systems Equipment under applicable law.

10. Confidentiality

(a) Definition. "Confidential Information" means any business or technical information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement (and information relating to the negotiation of this Agreement) shall be deemed the Confidential Information of the Parties.

(b) Confidentiality Obligations. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; (b) not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information, except to its employees who have a need to know such information for the purpose of this Agreement; and (c) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

(c) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

(d) Termination. Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that, with respect to electronic images of Confidential Information, the receiving party's obligations shall be limited to using commercially reasonable efforts to delete those electronic images from local desktop computer document storage systems and active files on servers but shall not extend to receiving party's routine information systems backup or document retention programs.

11. Warranty

(a) Limited Warranty. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Polar Systems warrants that the Services will be provided in a professional and workmanlike manner, using personnel that are qualified and experienced. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Polar Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the breach at no additional charge.

(b) Disclaimer. Polar Systems does not warrant that the Services will be provided uninterruptedly or error-free. Except to the extent set forth in a Schedule, Client agrees that it has the sole responsibility for securing and backing up its data. **POLAR SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISKS, TAPES, ETC. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POLAR SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

12. Indemnification. Each party will defend, indemnify and hold harmless the other from and against any and all liability, damages, losses, claims, actions, judgments and costs, including reasonable attorney's fees, for damage to any property and for injury to or death of persons, including employees or agents of such other party performing work under this Agreement, caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its agents or employees.

13. Limitation of Liability. Client agrees that any liability of Polar Systems or any of its suppliers relating to this Agreement and the Services shall be limited to the amount of fees actually received by Polar Systems from Client under the applicable Schedule during the prior three (3) months not withstanding the clients ability to make a claim under Polar System's errors and omissions policy. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. The foregoing limitations of liability shall not apply to property damage, death or personal injury caused by the willful misconduct or gross negligence of a party, or to a party's obligations under Sections 10 and 12. The fees charged by Polar Systems under this Agreement are calculated with specific reference to the level of liabilities undertaken by Polar Systems hereunder.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that such consent shall not be necessary for an assignment made to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such successor agrees in writing to the terms of this Agreement.

15. Dispute Resolution

(a) Negotiation. Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(b) Mediation. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.

16. Other Provisions

(a) Security Interest. Client hereby grants to Polar Systems a security interest in any and all hardware and other items purchased by Client from Polar Systems ("Deliverables"), until such time as those Deliverables are paid in full by the Client, in order to secure Clients' obligations to Polar Systems. Client agrees that in the event of default in any payment, Polar Systems shall have, in addition to its rights under applicable law, the right to immediately repossess any and all Deliverables previously sold to Client, but not fully paid for by Client, without further operation of law and without notice to Client. Client further agrees to pay for any and all costs, including attorney's fees, engineering fees and other applicable costs which Polar Systems incurs as a result of said repossession. Client further agrees to execute any additional documents, at Client's expense, to perfect or continue the security interest created by this Agreement.

(b) Publicity. Polar Systems may include Client's name and logo in a list of Polar Systems clients and as a user of the Services.

(c) Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Polar Systems and Client.

(d) Non-Solicitation. Client shall not, directly or indirectly, solicit, hire or retain, nor cause to be solicited, hired or retained as an employee or independent contractor, any Polar Systems employee or former employee employed by Polar Systems in a technical or sales position at any time during the term of this Agreement and for a period of one (1) year following termination of this Agreement. Client agrees that if Client wishes to hire any employee of Polar Systems employed by Polar Systems in a technical or sales position while bound by this section, Client will pay to Polar Systems a fee equal to the greater of: (1) \$75,000, (2) such employee's most recent annual salary and bonus and (3) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

(e) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.

(f) Integration. This Agreement (including the Cover Page and any Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. Client specifically acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not specifically set forth in this Agreement. Polar Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(g) Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply this Agreement. The parties submit to the jurisdiction of the state and federal courts sitting in Clackamas County, Oregon, and agree that such courts shall have sole and exclusive jurisdiction over any and all disputes and causes of action involving such parties that arise out of or in connection with this Agreement.

(h) Force Majeure. Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by the occurrence of, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, flood or other act of God.

(i) Third-party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than Polar Systems and Client.

(j) Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

(k) Headings and Counterparts. Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

(l) Electronic Signatures. The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.

Polar Systems - Managed IT Support Proposal Summary

The purpose of this proposal summary is to provide to the City of Oregon City options (A, B and C below) in levels of onsite support and services. PolarStar Managed IT Support includes unlimited remote and onsite support as it relates to triage and problem resolution for the IT environment in scope for ongoing management. Option A includes this PolarStar Managed IT Support. Options B and C offer additional Onsite and vCIO support services as an extension to the base-level PolarStar Managed IT Support. As a necessary component toward gaining an understanding of IT's present state, with the purpose of developing an IT roadmap and strategic plan, an IT Site Assessment is included in options A, B and C. Also attached is a customer story for Cowlitz Family Healthcare Center in Longview, WA. We believe CFHC provides a very relevant example of Polar's ability to support organizations similar to the City of Oregon City both in size and nature of IT projects.



SERVICES SUMMARY

Contact:	City of Oregon City	Phone: (503) 496-1557	Business Development
	David Knoll		Mark Filipovich
Address:	625 Center St	Email: dknoll@ci.oregon-city.or.us	mfilipovich@polarsystems.com
	Oregon City, OR, 97045	Fax:	

Qty	Description
-----	-------------

PolarStar Network Services

	<u>SERVICES:</u>	<u>INCLUDED</u>	<u>EXCEPTIONS</u>
24	Server Management	Y - 24 servers	
	Asset Auditing/Inventory	Y	
	Monitoring/Alerting	Y	
	Patch and Maintenance Event	Y	
	Backup Management	Y	
	Anti-Virus Management	Y	
	OS Management	Y	
	E-Mail Management	Y	
	Anti-Spam Management	Y	
	DNS Hosting	Y	
	Network Device Management	Y	
	UPS Management	Y	
150	Desktop/Laptop Management	Y - 150 workstations	
	Mobile Device Management	Y	
	Printers and Other Device Management	Y	
	Vendor Relationship Management	Y	
	Quarterly Consultation	Y	
	Reporting	Y	
	Guaranteed Response Time	1 Hour	30 Min for High Severity
	Additional Network Services	Y	
	Scheduled On-site Support	Y - Included in Options B and C	
	Reduced Hourly Labor Rates for the contract period	10%	

Polar Systems understands how critical onsite support is to the success of City of Oregon City IT, and how important it will continue to be in the transition a more proactive, strategic state. As such, we have provided support options that include onsite support in numerous capacities. Both options provide twenty (20) hours of onsite support weekly. This would typically include the day-to-day tasks associated with supporting the City's user-base, as well as network documentation, and ongoing management activities. These twenty hours are in ADDITION to any onsite support required within PolarStar Managed IT Support. Option A provides limited vCIO services of two (2) hours per month. Option B includes eight (8) hours per month of vCIO services. vCIO services would typically include project management, stakeholder representation, vendor & technology assessment & management, IT roadmap and strategic consulting, budgetary development, staff development, and more. Polar Systems vCIO services are designed with the flexibility needed to support the unique needs of your organization. As a part of the onboarding process, a plan would be developed to reach mutual agreement of the best use of vCIO resources in support of the City of Oregon City. These support models were built based upon Polar's understanding of the City's onsite requirements and diverse user-base. Should the City of Oregon City wish to move forward with a model including onsite support, but not necessarily as allocated in Options A and B, Polar Systems has the flexibility to draft an optimized onsite support structure.

Option A -- \$100 per user/month

Includes:

- 1) PolarStar Managed IT Support Service as detailed above
- 2) City-wide IT Site Assessment
- 3) *Twenty (20) hours per week of dedicated Onsite Support, for two years
- 4) Two (2) hours per month of vCIO services, for two years

Option B -- \$117 per user/month

Includes:

- 1) PolarStar Managed IT Support Service as detailed above
- 2) City-wide IT Site Assessment
- 3) *Twenty (20) hours per week of dedicated Onsite Support PLUS "clean-up" activities, for two years
- 4) Eight (8) hours per month of vCIO services, for two years

* Examples of "clean-up" activities would include Active Directory clean-up, re-organization, group policy re-organization, addressing security issues identified in IT Site Assessment, and network tuning. Examples of activities EXCLUDED from "clean-up" include but are not limited to: Server migrations, major network re-architecting, virtualization design and implementation



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks & Recreation Director, Kendall Reid

Agenda Date: 01/18/2023

SUBJECT:

I-205: I-5 – OR 213, Phase 1 Acquisition of Right of Way Interests

STAFF RECOMMENDATION:

Approve the permanent easements for Subsurface Soil Stabilization, permanent easements for Highway Right-of-Way purposes, temporary easements for work areas at Sportcraft Public Boat Launch Facility and accept the offer of compensation for use of these properties.

BACKGROUND:

The Oregon Department of Transportation (ODOT) plans to proceed with the I-205: I-5 – OR213, Phase 1 project. As part of this project, ODOT needs to acquire one permanent easements for Subsurface Soil Stabilization, one permanent easement for Highway Right-of-Way purposes, and one temporary easement for work areas at the Sportcraft Public Boat Launch Facility.

Compensation for the needed portion of our property has been made by a qualified appraiser based on market information. The compensation amount is outlined in the attached "Acquisition Summary Statements." ODOT has offered \$88,000 for permanent easements for Subsurface Soil Stabilization, easements for Highway Right-of-Way purposes, and a temporary easement work area for Sportcraft Public Boat Launch Facility.

OPTIONS:

1. Grant acquisition of right of way interests for the I-205 project and accept offer of compensation.
2. Deny acquisition of right of way interests for the I-205 project and reject offer of compensation.

BUDGET IMPACT:

Amount: \$88,000

FY(s):

Funding Source(s):



CITY OF OREGON CITY

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

To: City Commission
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Agenda Date: 01/18/2023

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OPTIONS:

1. Grant acquisition of right of way interests for the I-205 project and accept offer of compensation.
2. Deny acquisition of right of way interests for the I-205 project and reject offer of compensation.

BUDGET IMPACT:

Amount: \$88,000

FY(s):

Funding Source(s):

File 9316011
Drawing 11B-9-40

PERMANENT EASEMENT

CITY OF OREGON CITY, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$88,000.00, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated 04/26/2021**, attached hereto and by this reference made a part hereof.

TOGETHER WITH all abutter's rights of access, if any, between the East Portland Freeway and Grantor's remaining real property.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to enter upon, take, move, remove, and dispose of earth, sand, rock, or other materials from Grantor's property, and take such other steps as Grantee may deem necessary for the purpose of correcting and eliminating present or future unstable soil conditions, installing drainage facilities, stabilizing soils, and preventing further unstable soil conditions, and for any reconstruction of the I-5 -OR213 Phase 1 Section of the East Portland Freeway No. 64 upon the property described as **Parcel 2 on Exhibit "A" dated 04/26/2021**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the herein stated consideration includes payment for materials which Grantee may find necessary to remove in connection with the correction and elimination of unstable soil conditions on the above-described property, hereinafter referred to as "premises". Grantee will only remove such materials from premises as are reasonably necessary to correct present and future unstable soil conditions.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 22E29CB00500

Property Address: 1701 Clakamette Drive
Oregon City, OR 97045

File 9316011
Drawing 11B-9-40

IT IS ALSO UNDERSTOOD that Grantor reserves the right to use or occupy premises for purposes that do not interfere with the exercise of the rights herein granted, that do not damage or destroy the lateral support of the public way, or endanger the public way by causing further unstable soils thereon.

IT IS ALSO UNDERSTOOD that this easement is being granted upon the following additional conditions and restrictions:

1. Grantor will not construct or place any permanent structures or improvements on premises without the written consent of Grantee.
2. Grantor will do nothing which will interfere with the exercise of the rights herein granted or with Grantee's access to premises.
3. Grantor will not interfere with the drainage of water across Grantor's property.
4. Grantor will not alter or remove any soil stabilizing devices or material placed on premises by Grantee.

IT IS FURTHER UNDERSTOOD that the herein stated consideration is intended to fully compensate Grantor for damages which may be done to premises in correcting and eliminating present and future unstable soil conditions on premises. Grantee by the acceptance of this easement does not admit liability with regards to unstable soil conditions that have occurred on premises nor does Grantee assume any duty or obligation to exercise any of the rights and privileges granted herein.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 3 on Exhibit "A" dated 04/26/2021**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate five (5) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 3, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

File 9316011
Drawing 11B-9-40

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this ____ day of _____, 20____.

APPROVED AS TO FORM:

**THE CITY OF OREGON CITY, a municipal corporation of the
State of Oregon**

By _____

By _____
Tony Konkol, City Manager

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared Tony Konkol, who, being sworn, stated that he is the City Manager of Oregon City, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority the commission.

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

EXHIBIT A - Page 1 of 2

File 9316011
 Drawing 11B-9-40
 04/26/2021

Parcel 1 - Permanent Easement For Highway Right of Way Purposes

A parcel of land lying in the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that Quitclaim Deed to the City of Oregon City, a municipal corporation of the State of Oregon, recorded April 4, 1968 as Recorder's Fee No. 68-6201, Film Records of Clackamas County; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated East Portland Freeway at Engineer's Stations "L" 712+35.00 and "L" 712+75.00 and included in a strip of land 110.00 feet in width, lying on the Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "L" 707+08.13, said station being South 3,195.87 feet and West 2,693.62 feet of the North one-quarter corner of Section 29, Township 2 South, Range 2 East, W.M.; thence South 68°16'23" West 2215.77 feet; thence on a spiral curve left (the long chord of which bears South 64°06'29" West, 997.89 feet) 1000.00 feet; thence on a 2291.83 foot radius curve left (the long chord of which bears South 53°16'23" West, 199.94 feet) 200.00 feet; thence on a spiral curve left (the long chord of which bears South 42°26'17" West, 997.89 feet) 1000.00 feet; thence South 38°16'23" West 107.54 feet to Engineer's center line Station "L" 752+31.44, said station being North 222.00 feet and East 447.34 feet of the Re-entrant corner in the southerly line of the Hugh Burns Donation Land Claim No. 51, Township 2 South, Range 2 East, W.M.

Bearings are based on the Oregon Coordinate Reference System – Portland Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 1,000 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Easement for Sub Surface Soil Stabilization

A parcel of land lying in the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that Quitclaim Deed to the City of Oregon City, a municipal corporation of the State of Oregon, recorded April 4, 1968 as Recorder's Fee No. 68-6201, Film Records of Clackamas County; the said parcel being that portion of said property lying Easterly of a line at right angles to the center line of the relocated East Portland Freeway at Engineer's Station "L" 712+33.00 and included in a strip of land variable in width, lying on the Southerly side of said center line, which center line is described in Parcel 1.

EXHIBIT A - Page 2 of 2

File 9316011
 Drawing 11B-9-40
 04/26/2021

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southerly Side of Center Line
"L" 711+40.00		"L" 712+33.00	181.21 in a straight line to 85.00

This parcel of land contains 1,649 square feet, more or less, outside the existing right of way.

Parcel 3 - Temporary Easement for Work Area (5 years or duration of Project, whichever is sooner)

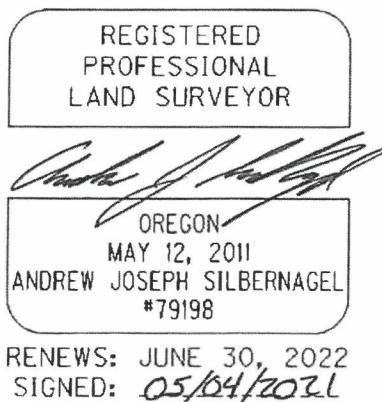
A parcel of land lying in the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that Quitclaim Deed to the City of Oregon City, a municipal corporation of the State of Oregon, recorded April 4, 1968 as Recorder's Fee No. 68-6201, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of the relocated East Portland Freeway, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southerly Side of Center Line
"L" 711+40.00		"L" 713+03.00	255.70 in a straight line to 110.00
"L" 713+03.00		"L" 714+75.00	110.00

This parcel of land contains 8,705 square feet, more or less, outside the existing right of way.

EXCEPT therefrom that portion of said parcel lying below the ordinary low water mark.



ACQUISITION SUMMARY STATEMENT

Item 7c.

August 20, 2021

File No.:	9316-011
Grantor:	THE CITY OF OREGON CITY, a municipal corporation of the State of Oregon
Section:	I-205: I-5 - OR213, Phase 1
Highway:	064 - EAST PORTLAND FREEWAY
County:	Clackamas
FAP No.:	S064(057)e.d.9/30/21

Valuation	Comment	Value
Land:	Two Permanent Easements and one Temporary Easement	\$88,000
Improvements:		\$0
Other:		\$0
Damages:		\$0
TOTAL JUST COMPENSATION:		\$88,000

Uneconomic Remainder:	None	\$0
Fencing Allowance:	None	\$0

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Permanent Easement: Highway Right of Way Purposes	1,000 Sq Ft
Parcel 2	Permanent Easement: Sub Surface Soil Stabilization	1,649 Sq Ft
Parcel 3	Temporary Easement: Work Area	8,705 Sq Ft

NOTICE TO VACATE:

Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

N/A

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Richard Herman
Date of Valuation:	December 5, 2020
Value:	\$88,000
Date Written:	July 15, 2021

FILE #: **9316-011**

TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

- ☒ There will be no changes to public utilities to the property.
- ☐ Public utilities will be reconnected to improvements on the remainder property, except for the following:

N/A.

- ☐ Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: **N/A.**
- ☐ Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

- ☒ Access to the remainder property will remain the same.
- ☐ There will be no access to the remainder property.
- ☐ Access to the remainder property will remain the same, except for the following access:

Access #1 located at: **N/A.** is modified, relocated or closed as a result of:

- ☐ the access modification letter dated: **N/A**(attached)
- ☐ this Project as follows: **N/A.**

Access #2 located at: **N/A.** is modified, relocated or closed as a result of:

- ☐ the access modification letter dated: **N/A**(attached)

☐ this Project as follows: N/A.

Access #3 located at: N/A, is modified, relocated or closed as a result of:

☐ the access modification letter dated: N/A(attached)

☐ this Project as follows: N/A.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, N/A, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: N/A.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: N/A.

E. Fencing on the Property.

☒ Will not be affected.

☐ Will be replaced as follows: N/A.

☐ Will not be replaced.

F. Other terms of offer:

All improvements within acquisition areas will be restored in kind if damaged by the project.

The temporary easement will be used for no more than 24 months within the 5 year term.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.
6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in

the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

**STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION**



08/20/2021

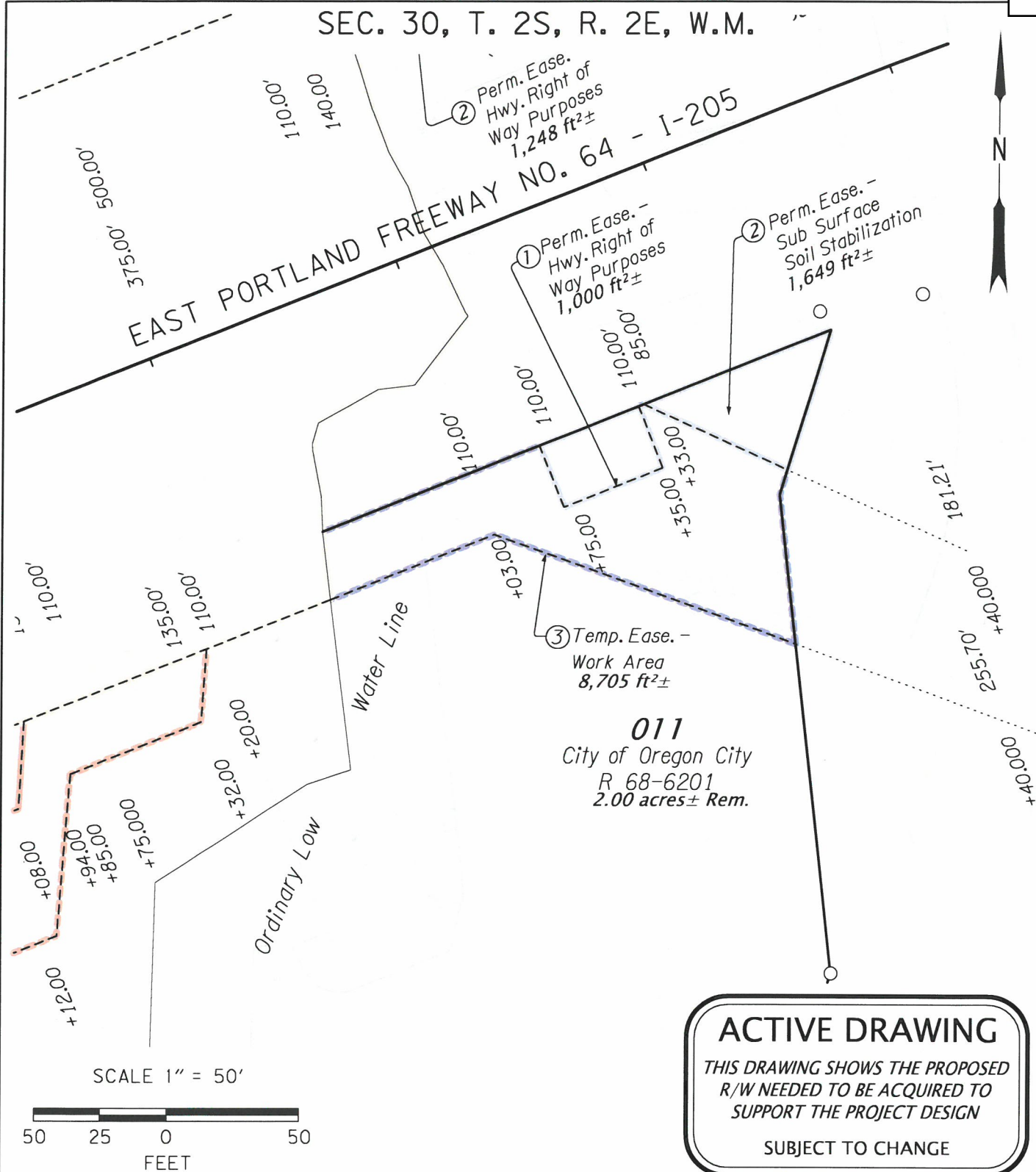
Grant Casebeer

Date

THE CITY OF OREGON CITY, a municipal
corporation of the State of Oregon

Date

SEC. 30, T. 2S, R. 2E, W.M.



OREGON DEPARTMENT OF TRANSPORTATION



DOWL

WWW.DOWL.COM

SKETCH MAP

Section	<i>I-205:I-5 - OR213, Phase 1</i>		
Highway	<i>East Portland Freeway No.64</i>		
County	<i>Clackamas</i>	Scale	<i>1" = 50'</i>
Purpose	<i>Freeway Expansion</i>	Date	<i>November, 2018</i>
File	<i>9316 011</i>	<i>Revised - April 2021</i>	



CITY OF OREGON CITY

CITY COMMISSION SPECIAL MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, October 11, 2022 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:04 PM.

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

STAFFERS: 9 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Executive Assistant to the City Manager Lisa Oreskovich, Chief of Police James Band, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

2. CEREMONIES AND PROCLAMATIONS

2a. Oath of Office for Commission President

Amy Lindgren, Municipal Court Judge, administered the Oath of Office to Commissioner Marl for Commission President.

3. CITIZEN COMMENTS

None

4. PUBLIC HEARINGS

4a. Appeal of the Park Place Crossing General Development Plan (AP-22-00003; GLUA-21-00045; MAS-21-00006; VAR-22-00001)

Mayor McGriff reviewed the rules for the public hearing, emphasizing respectfulness for those in the room and refraining from outbursts. Mayor McGriff opened the public hearing and read the hearing script. She asked if the Commission had any ex parte contacts, conflicts of interests, biases, or any other statements to declare including site visits.

Commissioner O'Donnell did not have anything to report. Commissioner Smith had visited the site. Commissioner Marl attended a presentation at the Citizen Involvement Committee by Tom Geil. Mayor McGriff was familiar with the site, knew many of the parties in the appeal, and had communicated with some members of the Planning Commission about the matter before the decision was made.

Carrie Richter, Deputy City Attorney, provided the staff report. This review was limited and no new evidence/issues could be considered. Ms. Richter discussed the subject site, steps for development within Park Place, the Park Place Concept Plan (PPCP), development proposal, appeal issues, procedural concerns, PPCP further amendments, phased development barrier system, traffic count and road design, residential density and design concept, alley access, neighborhood commercial design,

geologic hazards review, parks and trails, adequacy of pedestrian trails, clear and objective standards, and City Commission options.

Mayor McGriff asked if garage access was eliminated with the lots that had alley access. Ms. Richter confirmed garages were not included for those lots and those along Holly Lane. The lots without alley access were restricted physically, preventing them from being required.

The Commission asked procedural questions.

An issue was raised from the audience that the staff report went over by four minutes. The Commission allowed it as it was important information for them to receive.

Jed Peterson, resident of Oregon City, submitted a video testimony that was played for consideration by the City Commission. He asked for denial of the development due to an incomplete application that did not meet the requirements.

Roya Mansouri, resident of Oregon City, submitted a video testimony that was played for consideration by the City Commission. She discussed the procedural violations at the September 12, 2022 Planning Commission meeting.

Enoch Huang, resident of Oregon City, provided a testimony and a presentation. He discussed a procedural issue related to Clackamas County Ordinance 07-1007 and pre-emptive rebuttal of the anticipated applicant appeal of Natural Resource Overlay District (NROD)-related conditions of approval 16, 17, and 21. He requested the record be left open so there could be responses to the applicant's late statements.

James Nicita, resident of Oregon City, discussed the Planning Commission findings from the September 12, 2022 meeting. He explained his issues with the Holly Lane extension, what was being permitted in the Neighborhood Commercial Zone, and Main Street design standards.

Christine Kosinski, resident of unincorporated Clackamas County, provided testimony regarding Holly Lane and the development's impact to natural hazards in the area. She did not think the application met Statewide Planning Goals 1,7,12, and 13.

Tom Geil, resident of Oregon City and representative of Park Place Neighborhood Association, provided testimony regarding the differences between the Park Place Concept Plan and the proposed development. He discussed livability, safety, and traffic concerns.

Linda Smith, resident of Oregon City, provided testimony on how she thought the traffic study was skewed.

Jackie Hammond-Smith, resident of Oregon City, provided testimony regarding the history and key components of the concept plan. The original concept plan included more traffic connections and access than the development proposal. There was also a need for commercial, residential, and open space.

Richard Guerrero, resident of Oregon City, provided testimony on neighborhood livability impacts.

The City Commission took a five-minute break at 9:22 PM.

Garrett Stephenson, legal counsel for the applicant, discussed the two new conditions proposed in the staff report and the lack of opposition to those new conditions. He thought the application satisfied the approval criteria. He explained why the City Commission should approve the application, including the changes in the proposal in response to public concerns during the Planning Commission process.

Chris Goodell, land use planner with AKS Engineering & Forestry, discussed the differences between the initial application design and the updated application design.

City Commission Special Meeting - REVISED Minutes**October 11, 2022**

Mr. Stephenson gave his perspective on the issues that had been raised and how they did not own all the acreage in this concept plan area. It was not feasible or justifiable to require them to build out the entire plan.

There was consensus for the meeting to go past 10 PM.

Brenda Marks, resident of Oregon City, spoke about the impact to Holcomb Boulevard, deviation of the application from the concept plan, safety, and livability.

Karla Laws, resident of Oregon City, discussed livability, traffic, and safety.

Linda VanHaverbeke, resident of Oregon City, expressed concern about growth, Holcomb Boulevard, the future Street of Dreams and new high school in the area, and lack of an evacuation plan.

Steve VanHaverbeke, resident of Oregon City, discussed the need for the Holly Lane extension.

Tom Geil, resident of Oregon City, asked the Commission to pay attention to those impacted by an application that did not meet the standards of the concept plan.

Mr. Stephenson provided rebuttal for the applicant. He responded to the issues raised regarding connectivity, density and impact of development, and landslide hazards.

Todd Mobley, traffic engineer for the applicant, discussed how traffic would be managed in each phase, analysis of intersections, and trip rates.

Mayor McGriff asked if anyone from Icon had attended the meetings on this application.

Mr. Stephenson said yes, they were in attendance tonight. He discussed how the applicant responded to public concerns and had revised the original proposal. The Planning Commission had taken time to consider all of the issues and had approved the application. He thought there was ample evidence to prove all of the criteria had been met.

There was consensus to close the record and not allow further testimony. Ms. Richter would provide a list of the comments made outside of the record.

Mayor McGriff closed the public hearing and continued consideration of the item to the October 17, 2022 special meeting.

5. ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:34 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 01/18/2023
From: Christina Robertson-Gardiner, Senior Planner

SUBJECT:

Downtown Parking Strategy and Parking Study Results Discussion

STAFF RECOMMENDATION:

Review the draft Parking Strategy report and provide directions to staff on the implementation next steps.

EXECUTIVE SUMMARY:

In September 2021, a parking inventory and utilization study was completed by Rick Williams Consulting. The results show which parking spaces were occupied, each individual hour, from 8AM to 7PM on a weekday and a weekend day. Based on the data, the consultant has recommended several updates to the City's Downtown Parking Strategy. The recommendations cover topics such as permit and meter rates, permit zone locations, and hours of enforcement.

Staff provided an initial overview of the report at the [June 1, 2022 City Commission work session](#) and met with the McLoughlin Neighborhood Association at their November 3, 2022 meeting. The purpose of this work session is to review the report's findings and McLoughlin Neighborhood Associations' comments and determine which near-term implementation measures the City Commission would like staff to pursue.

The objective of parking management for the downtown is "the development of a vibrant, growing, and attractive destination for shopping, working, living, recreation, and entertainment." Or, to put it more plainly, provide better customer access to businesses and find ways to move employee parking to a safe and reasonable distance.

The major near-term recommendations can be grouped into two categories for the Commission to consider. Items that are listed as *Support- Proceed-* are relatively easy to implement and directs staff to move forward this spring without returning to the City Commission. Items that are listed as *Support to investigate- staff will report back for final direction* will require additional outreach and staff time to investigate options.

1. Support to proceed

- **Promote the existing McLoughlin Neighborhood residential parking program**

- **At metered stalls, add additional minutes to stay with phone app-** *will return with an ORD at a future meeting.*

A phone app function available with Oregon City's digital system, which allows a user to add an additional hour of parking (above the posted time stay) from their phone at an additional fee. Example: Customer notified through app that 15 minutes are left on their time stay (2 Hour Meter), they are asked if they would like to add an additional hour, allowing for a total of 3 hours parking. The additional hour would be added to their license plate/stall for an additional charge.

2. Support to investigate- staff will report back for final direction.

- **Explore extending parking enforcement hours.** *(Current hours are Monday-Friday 8am-5pm)*

- **Program the transition of current employee on-street permit parking into off-street "share parking sites" to mitigate access conflicts between customers and employees downtown for on-street spaces.**

Examples could include:

- *City Municipal parking lot*
- *Private shared use off-street lots (Downtown and on Bluff)*
- *In underutilized on-street parking on the Bluff (near the elevator), on commercial non-restaurant frontages*

- **Standardization of fees and parking-** Assure all on-street parking serving commercial uses downtown is time-limited and metered and standardize meter rates throughout the downtown. This will both make the system more efficient and simpler for the user.

The City Commission also could choose to move either of the following options to immediate implementation as an interim measure.

- Standardize all parking fees to \$1.00 (optimize programming timing with new meters and new app).
- Create time limits for all north-end commercial areas.

As part of the work session discussion, please let staff know if you would like to move forward with the investigation of any other implementation items listed in the report or move any of the identified near-term strategies above into a different implementation category.

Please review the draft Parking Strategy report, and staff presentation and provide directions to staff on the implementation next steps. Please let staff know if you have any specific questions about the implementation recommendations.

BACKGROUND:

The Downtown Parking Strategy is part of the City's Transportation Demand Management (TDM) Plan, adopted in 2017. Transportation demand management (TDM) is the application of strategies and policies to maximize traveler choices.

Goals of the TDM Plan include:

- Increase the "universe of trips" in a constrained downtown area
- Accommodate expected level of visitors
- Support downtown as a successful business district

The strategy also builds on work done in 2009 to develop the first iteration of the City's parking strategy.

The TDM Working Group is an ad-hoc group of staff and stakeholders that is tasked with supporting the implementation of the TDM plan. They generally meet a couple of times a year to discuss deliverables and share what is working and not working with accessing downtown. The work of the group is funded mainly by a 3-year grant from Metro's Regional Travel Options program. The TDM working group last met in the spring of 2022 and were invited to attend and or watch the January 18, 2022 City Commission discussion.

More information about the TDM Plan and the Downtown Parking Strategy can be found at these webpages:

<https://www.orcity.org/planning/transportation-demand-management-plan>

<https://www.orcity.org/planning/downtown-parking-strategy-update>



Downtown Oregon City Strategic Parking Management Plan Update

February 2022
Version 1.1

Prepared For:



DRAFT

Prepared By:

RICK WILLIAMS CONSULTING
Parking & Transportation

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1.0 Introduction

Oregon City last outlined parking management strategies in the Downtown Parking Study, created in 2009. With the 2009 study, the City, through its stakeholder process and subsequent city policy, concluded that the objective of parking management for the downtown should be one “that supports the development of a vibrant, growing, and attractive destination for shopping, working, living, recreation, and entertainment.”

In 2021, Oregon City initiated a follow up parking study entitled Comparative Summary of Parking Utilization in Historic Downtown and the Bluff. The work was initiated in 2021 and included revising 2009 study area boundaries for both the Downtown and Bluff area, creating a new and complete inventory of all on-and off-street parking in both study areas (public and private parking supplies), and conducting a weekday and Saturday parking occupancy and utilization survey of both study areas.¹



With information derived from these recent efforts, the City is interested in a reexamination and evaluation of the 2009 parking management strategies to determine the following:

- Elements from the original Plan which are still **relevant and effective**
- An **updated approach** to parking management that will include visitor, residential, and employee parking
- Identify parking management strategies for both **Downtown and the Bluff**
- Improvements for on and off-street **supply and demand management**
- Determine **system-wide strategies** that will benefit City operations
- Identify on and off-street parking format changes that will that **improve efficiency, capacity, and communications**

The purpose of this report is to document the evaluation of the parking system and to present new strategic recommendations to bring the 2009 plan up-to-date with existing and future market conditions.

¹ Full copies of the inventory and parking occupancy and utilization reports are attached as **Appendix A** and **B**, respectively.

2.0 Key Elements of the 2009 Downtown Oregon City Parking Study

The 2009 Downtown Oregon City Parking Study provided prioritized guidance for the management of parking in the Downtown (a key focus area) and on the Bluff. The study recognized that the role of parking in downtown cannot be seen as a stand-alone solution in and of itself. The key to a successful downtown parking experience is in management of the parking supply. The Plan noted the following:

To provide for the Downtown's further development as a viable commercial district, on-street parking must be managed to ensure the priority customer's demand for parking is met. Additionally, given the multi uses in the Downtown core, parking must be managed to ensure the needs of all users can be accommodated.²

The 2009 study outlined the following key elements:

- Stakeholder priorities
- Guiding themes and principles
- Parking data and demand analysis, and
- Management strategy recommendations

To assist with the study, a stakeholder committee was formed in 2008 to inform the process and outline desired outcomes, opportunities, and challenges. Guiding themes and principles, a set of value statements summarizing the agreed upon for use of the public parking supply, and desired outcomes for parking management were developed. An objective data inventory and collection effort created a baseline from which the stakeholder priorities and guiding principles were evaluated. Finally, a list of strategies emerged to lead the City in its management of its parking supply.

2.1. GUIDING THEMES AND PRINCIPLES (2009)

The adopted Guiding Principles were derived from dialogues with the Parking Advisory Committee, City Commission, and other stakeholders, establishing a solid foundation for coordinating parking and transportation decision-making and policy. The Guiding Principles were intended to support the long-term economic development vision of the City and its downtown stakeholders. A summary of the 2009 Guiding Principles, leading with the original statement of purposes, are below.

Statement of Purpose

It is the primary objective of the City of Oregon City to implement a Parking Management Plan for the Downtown that supports the development of a vibrant, growing, and attractive destination for shopping, working, living, recreation and entertainment.

² Downtown Oregon City Parking Study, Findings and Recommendations of the Stakeholder's Advisory Committee (April 2009), Executive Summary. Page VI.

Guiding Principles were separated into nine central elements and 25 statements of priority, establishing desired outcomes for future decision making related to parking and access in the Downtown and on the Bluff. The 2009 Guiding Principles are summarized below³:

- **Access:** Parking should be just one of a diverse mix of access options available to users of the downtown.
- **Priority Customer:** While numerous users need parking in the downtown, the priority parker is the short-term trip (two hours or less), those who use downtown to shop, dine, recreate, and access businesses. City owned supply must be prioritized and managed to accommodate these trips.
- **Priority Parking (On-Street):** Recognize that on-street parking is a finite resource and should be managed to assure maximum access for the priority user. On the Bluff, manage parking to balance the on-street system to support multiple users that include visitor, employee, and residential demand.
- **Employee Parking & Off-Street City Owned Supply:** Develop means and/or partnerships that provide adequate and affordable parking for employees and those needing longer-term stays that meet demand, particularly shared use opportunities to transition employees into the off-street public and private supply. Employee access should be provided in conjunction with an access system that provides balanced and reasonable travel mode options.
- **Residential Parking:** Residential development downtown will provide parking for the residential units on-site, or find parking in off-street lots, and parking in areas zoned residential will be prioritized for residents and their guests and visitors.
- **Multi-Modal Access:** Transition more downtown employees into alternative modes (i.e., transit, bike, walk, rideshare) through business-based programs and incentives and calibrate parking standards to fully support this outcome.
- **Understandability:** Make downtown parking user-friendly—easy to access and easy to understand.
- **Quality:** Provide a "parking product" in the downtown that is of the highest quality to deliver a safe, secure, and well-lit parking system ensuring a sense of security at all times on-street and off-street.
- **Coordination:** Provide coordinated management of the public parking supply and assure a representative body of affected private and public constituents from within the downtown informs decision-making regarding parking. Use the "85% Rule" to inform and guide the decision-making process.

2.2. PARKING MANAGEMENT STRATEGIES (2009)

Based on the Guiding Principles, the 2009 study "supports creation of a parking system that facilitates and contributions to a vital and growing downtown." Using data as well as the Guiding Principles, specific parking management strategies were identified and recommended for consideration. The recommendations were organized into two categories: *Policy Level Actions* and *Recommended Parking Management Strategies*.

³ The key desired outcomes of the 2009 Guiding Principles are summarized here. The complete 2009 narrative can be found in the Downtown Oregon City Parking Study, Findings and Recommendations of the Stakeholder's Advisory Committee (April 2009), pages 22 – 27.

Policy Level Actions

The following policy elements were recommended to be adopted immediately by the City:

1. Assign the responsibilities of a 'Parking Manager/Coordinator' for the City.
2. Establish an advisory role for stakeholders to assist in parking program implementation and review.
3. Adopt policies and rules to guide parking management and development.
 - a. Codify Guiding Principles for Parking Management as elements of City Code.
 - b. Adopt the 85% Rule to facilitate/direct parking management strategies.
 - c. City Commission to adopt rate ranges for parking rates in public facilities (on and off-street).
Ranges would be established for hourly meter rates and monthly parking rates. This would allow the City Manager to adjust rates administratively within the ranges adopted and based on the 85% Rule.

Parking Management Strategies:

The following strategies were recommended for near-term implementation (6-18 months):

1. Appoint a Downtown Parking Manager.
2. Initiate Parking Advisory Committee process.
3. Add parking to the on-street system in the Historic downtown in areas currently designated as no parking areas. This parking will be provided as either 2-hour parking or '2-hour or by permit' (based on location and proximity to downtown core).
 - a. Install new on-street signage in areas designated for new parking.
4. Reduce and/or eliminate all 15-minute, 30-minute, 4-hour, 8-hour, and No-limit parking stalls in the historic downtown and convert to 2-hour parking (62 existing stalls). Request for these types of stalls in the future would be coordinated through an exception process as described in Strategy 12.
5. Transition a minimum of 20 existing Blue and Green employee permits now parking in high occupancy node, to on-street locations in the NE end of downtown (signed 2-hours or by permit).
6. Begin work with the County Courthouse and County Corrections to develop an action plan to transition existing on-street reserved stalls to non-core locations.
7. Work with County Courthouse to refine juror parking program to specifically direct jurors into the Municipal Lot. This would include direct contact/mailings, maps and other materials necessary to localize jurors at the Municipal Lot.
8. Re-evaluate and revise all current parking permit pricing based on 85% standard.
9. Initiate a new and comprehensive outreach program to all businesses within the study zone that communicates the parameters of a new revised City's permit program.
10. Develop a lighting and pedestrian walkway plan linking the NE end of the historic downtown to the core as a way to assure convenience and safety for use of parking in the downtown. Develop a similar plan for the Bluff area with particular focus on areas between potential parking sites and the elevator.
11. Develop a Residential Parking Permit Zone (RPPZ) policy and program for adoption by the City Commission for future implementation in residential areas affected by spillover from commercial parking.

12. Develop 'exception' criteria for adoption by City Commission that informs decision making for establishment of loading zones and 15, 30, 60 & 90-minute stalls within the on-street supply.

The following strategies were recommended Phase 2 implementation (18-36 months):

13. Transition additional Blue and Green employee permits to on-street locations in the NE end of downtown (signed '2-hours or by permit') as per the 85% Rule.
14. Implement lighting and pedestrian plan developed in Strategy 10.
15. Adopt and establish a residential parking permit zone (RPPZ) policy and program (as developed in Strategy 11) that could be implemented at the request of residential neighborhoods adjacent to the downtown as a measure to mitigate commercial parking spillover into residential areas.
16. Adopt 'exception' criteria (as developed in Strategy 12) necessary for approval location and type of loading zones within the downtown/Bluff parking areas and for approval of on-street 15-, 30-, 60-, and 90-minute stalls.
17. Restripe all on-street parking in the Historic Downtown to better identify parking availability and location.
18. Negotiate shared use and/or lease agreements with owners of strategically placed existing private surface lots in the Historic Downtown to provide for an interim supply of parking where needed.
19. Negotiate shared use and/or lease agreements with owners of strategically placed existing private surface lots on the Bluff to provide for an interim supply of parking where needed.
20. Develop and install a signage package of uniform design, logo, and color at public and private (shared use) off-street parking facilities.
21. Partner with the business community to develop/refine a marketing and communication system for access in Oregon City (building on existing materials/programs).
22. Evaluate and adjust minimum parking ratios for new development in the downtown, to assure that access impacts of new development are meaningfully addressed and correlated to actual parking demand.
23. Lease/acquire strategically located land parcel for use as future public off-street parking on the Bluff.
24. Develop a recommended package of incentives for the private development of publicly available parking.
 - a. Sponsor employee-based initiatives to encourage employee use of alternate travel modes.
25. Establish commuter mode split targets for employee access in the downtown.
26. Examine the feasibility of a year-round 'shuttle' that conveniently links/connects employee and/or juror parking areas in the Historic Downtown and on the Bluff.
27. Monitor downtown parking utilization continuously and periodically. Conduct parking inventory analyses.
28. Restripe all on-street parking on the Bluff to better identify parking availability and location.

The following strategies were recommended Phase 3 implementation (3 years and beyond):

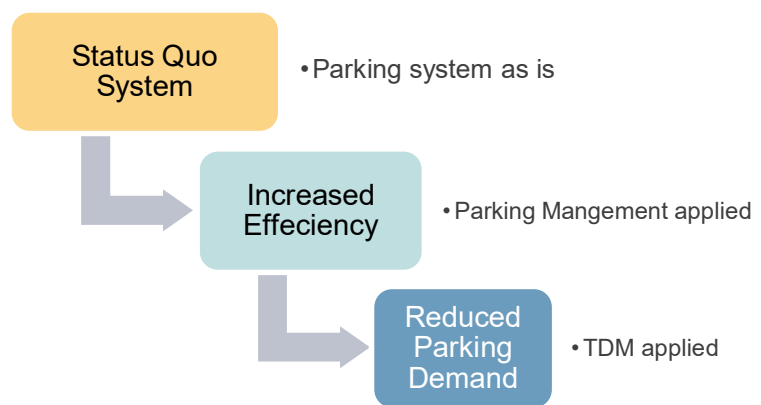
29. Recommend to the City Commission the commuter modes split targets developed in Strategy 25 for adoption as a policy element of the Oregon City Transportation and Parking Management Plan.
30. Evaluate lowering maximum parking ratios for new development based on updated 'true demand' calculations derived from updates derived in Strategy 27.

31. Strategically place new and unique wayfinding signage in the right-of-way at locations chosen carefully to direct visitors to off-street locations.
32. Implement the recommended package of incentives for the private development of publicly available parking as determined in Strategy 24.
33. Implement year-round 'shuttle' service if feasibility is established in Strategy 26.

Overall, the 2009 study emphasized a long-term economic development vision of Oregon City, coordinating parking and transportation decision-making and policy. These Guiding Principles provided a solid foundation from which data and policy decisions have been made to truly reflect a shared, community informed, desired outcome for how stakeholders want to see their community grow.

3.0 Considerations: Parking Management Strategy Updates

The components of a parking management plan need to be simple and intuitive for the user, providing an understandable system that is safe, secure, affordable, and well-integrated into the traffic system and other access modes. The Plan updates offered here strive to recognize the role of the public sector (the City) in providing parking for patrons of the Downtown and



accommodating a diverse mix of commercial and residential demands in the Bluff area. Underscoring this is the role the City plays in seeking out and realizing opportunities by creating partnerships with the private sector to provide needed parking and support of alternative modes of access through transportation demand management (TDM).

These new updated strategies will assure that parking management remains flexible enough to inform a decision-making framework that best serves the unique and changing nature of the Downtown and Bluff area. The updated strategies support the importance of parking management to meet the economic vision for the Downtown and Bluff, and, equally, the City's vision for compact urban development, sustainability and climate action, equity, and innovation. Moving forward, the parking management system will require attentive management and nimble curation to fully maximize this valuable resource, particularly as the City emerges from, and manages through, post-pandemic impacts.

New strategies presented here for consideration are offered as supplements to those adopted in 2009, not as replacements. Strategy considerations are provided within four areas of Parking Management and are ordered in near-term (6 – 18 months) and mid-term (18 – 36 months) implementation phases. The four areas of parking management include:

1. Recommendations for Downtown

- On-Street
 - Permits reduction
 - Permit rate evaluation

- Standard Meter Fee
- No Limit stall elimination
- Convert 4- and 8-Hour stalls to 3-Hour stalls
- Enforcement
 - Shift Enforcement Hours
 - Extend Enforcement to Saturdays
- Off-Street
 - Shared Use Opportunities

2. Recommendations for the Bluff

- On-Street
 - Commercial Zoned Areas:
 - Convert No-Limit stalls
 - Controlled Employee Permits
 - Residential Zoned Areas:
 - Convert No-Limit stalls
 - Offer Residential Permits
- Off-Street
 - Shared Use Opportunities

3. Reaffirmation of 2009 Strategies

- Create Exception Process
- Parking Advisory Committee

4. Systemwide

- City Parking Performance Dashboard
- Routine Parking Utilization

A concise summary table of all recommended strategy updates is provided in **Section 5** at the end of this document.

3.1. RECOMMENDATIONS FOR DOWNTOWN

Strategies 1 through 8 are recommendations for parking changes, both on and off-street, that focus on parking within the Downtown parking management study area.

Strategy 1: Reduce On-Street Permits Issued in the Downtown

Action Statement

Continue to reduce the number of on-street permits issued for use in the Downtown.

Strategy Description

There are currently **119 on-street stalls** that allow permit parking in the Downtown parking study area. This equates to 25% of the on-street parking supply in Downtown. Being that the Downtown's primary user group is intended to be visitors/customers, it would be ideal to reduce the number of on-street permits. By reducing the number of permits, the on-street system could add back additional short-term stalls for visitors/customers of the Downtown. This recommendation should be coordinated with **Strategy 5** and **Strategy 13**, providing off-street parking options in the form of shared use and/or encouragement of parking on the Bluff and alternative modes.

Timeframe:

Near-term implementation (6-18 months)

Strategy 2: Reevaluate On-Street Monthly Permit Fees

Action Statement

Evaluate increasing **fees for monthly parking permits** in the public supply (on- and off-street) to honor 85% occupancy standard and to minimize existing waiting list (find market demand).

Strategy Description

A key element of parking management and sound fiscal policy concerns the management of parking rates, both on-street and off-street. Adjusting parking rates is often a controversial topic among stakeholders in downtowns. It is therefore critical to outline both the *reasons* for rate changes as well as the *intended outcomes* of the change. The primary drivers of the need for rate changes include the following:

- *Reflect market demand.* The 85% occupancy standard can be used as a decision-making trigger for adjusting rates; when rates are too low, demand can far exceed the available supply. Keeping fees in line with market demand helps to manage parking demands efficiently.
- *Balance supply and facilitate broader mode goals.* Rates and fees should support efficient use and not compete with other modes of access (i.e., transit, bike, walk, and rideshare).
- *Operating costs.* Cover normal annual increases in operating costs of the system for which a fee is assessed (e.g., on-street meter system, off-street lot and/or garage).

- *Provide for future need.* This would include normal capital planning and projected growth in the system.

Incremental rate changes that reflect changing market demand and adhere to specific objectives are often more palatable to users than infrequent but substantial changes. In other words, justifiable *market demand-based* increases need to be strategic and policy based rather than reactive. The financial systems that support parking are adversely impacted when normal costs of operation, demand, and future infrastructure needs are not addressed. Best practices parking management supports a routine policy-based process that evaluates rates routinely and adjusts rates as necessary.

It is also important to note that a rate review does not assume a rate increase, only that the system is fiscally sound and adjusting to market demands.

The current allocation of parking permits and pricing has not been routinely evaluated within the context of the 85% standard. There is a waiting list for permits with permit fees ranging from \$20/month (Blue Permits) to \$60/month (Red Permits).⁴ Permit rates, by type and location, should be reviewed annually (or more frequently) and increased if the 85% standard for that type of permit is exceeded. This (a) assures that parking is priced according to market demand, (b) ensures parking rates also cover normal increases in program costs and administration and (c) better correlates employee parking rates to transportation options (particularly transit and ridesharing). This reevaluation would become a routine procedure with recommendations for rate changes presented to the City Manager.

Timeframe

Near-term implementation (6-18 months)

Strategy 3: Standardize On-Street Meter Rates

Action Statement

Standardize all on-street meter hourly rates throughout the Downtown, so that hourly rates are consistent in all metered on-street stalls in Downtown Oregon City.

Strategy Description

Currently on-street rates are \$1.00/hour in the core of Downtown (7th to 10th), while just to the north and south of the core the rate drops to \$0.50/hour for the metered on-street stalls. However, there is no clear or consistent signage or communications to make users aware of the "lower rate" option just outside of the core. With only 252 metered stalls in Downtown, maintaining and clearly communicating different rates on different blocks may outweigh the potential benefits at this time. Standardizing the rate to \$1.00/hour will make the

⁴ A waiting list indicates that the rate charged for parking is lower than market rate. Pricing to eliminate waiting lists brings pricing to market and also elevates other mode options (that may be less costly) as reasonable options to consider (support TDM goals).

system easier to understand for the average user⁵, while helping to keep pace with maintenance costs in the currently lower priced areas.

It is important to note that over time, annual rate evaluations may indicate that a higher rate is justified in Downtown. If a two-tiered rate system is reapplied in the future, it will be important to clearly communicate the availability of nearby “discount” parking for those willing to walk a greater distance.

Timeframe

Near-term implementation (6-18 months)

Strategy 4: Eliminate No-Limit On-Street Stalls in the Downtown

Action Statement

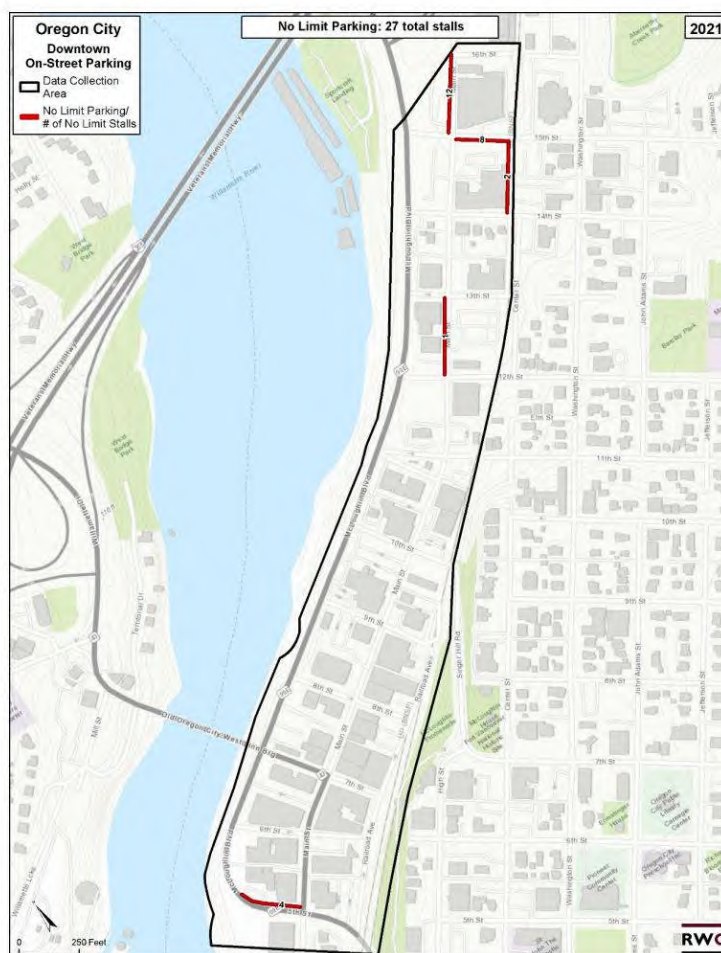
Eliminate the remaining No Limit on-street stalls Downtown to encourage short-term visitor/customer stays and transition longer-term stays (3 or more hours) to off-street locations or into transportation options.

Strategy Description

There are currently 27 No Limit on-street stalls located within the Downtown study boundary. The average length of stay for the No Limit on-street stalls was 7 hours and 14 minutes and have a peak occupancy of 78%. These stalls are located along Main, 13th, Center and 5th—largely in the north and south areas, and not in the core of Downtown (see map at right). Being that the priority users of the on-street system is the short-term customer/visitor, the remaining No Limit stalls should be eliminated and converted to 3-hour time limited stalls.

Timeframe

Near-term implementation (6-18 months)



⁵ This is especially important now, as the Downtown recovers, reactions and transitions out of the COVID-19 pandemic. The focus here is on simplifying the on-street system.

Strategy 5: Encourage Shared Use Off-Street Parking

Action Statement

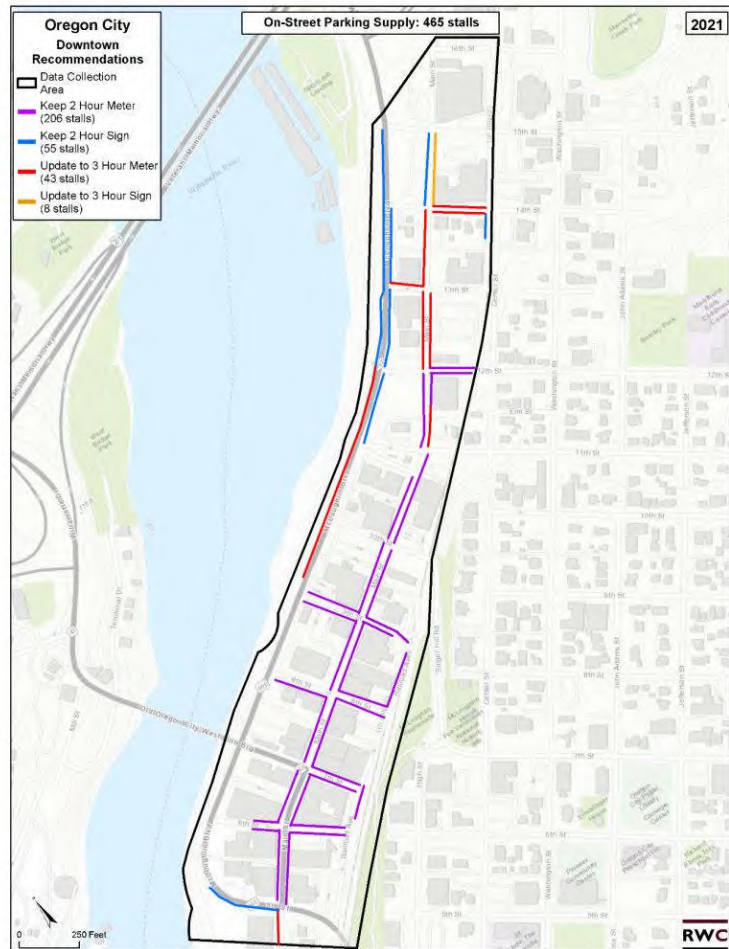
Continue to encourage off-street shared use parking opportunities in private lots Downtown (for both employee and visitor uses).

Strategy Description

As noted in the 2009 Parking Management Plan, private off-street parking facilities in some areas have underutilized capacity. The Downtown Oregon City Association (DOCA) has done a terrific job at encouraging employers to create shared use agreements between different users (public and private) to direct parking demand into these facilities to both maximize existing parking resources and minimize overall parking development costs. Establishing more agreements will be important as a reduction in Downtown on-street permits is evaluated (**Strategy 1**) and permit fee adjustments are analyzed (**Strategy 2**). Off-Street shared use parking rates need to be attractive to incent long-term parking off-street, and not in an on-street permitted stall.

Timeframe

Near-term implementation (6-18 months)



Strategy 6: Reduce the Number of On-Street Long-Term Parking Stalls

Action Statement

Convert existing 4 and 8-Hour stalls to 3-Hour stalls in Downtown to encourage short-term visitor/customer stays and transition longer-term stays (3 or more hours) to off-street locations or into other transportation options.

Strategy Description

With a limited number of on-street stalls in the Downtown, the priority for that system should be for short-term use (2-3 hours). Currently, there are 43 long-term (4 or more hours) on-street metered stalls and 8 long-term (4 hour) on-street time limited stalls within the Downtown on-street system (see map at right).

The average length of stay indicates those stalls are being used for a shorter duration (4-Hour Metered: 2 hours 54 minutes; 4-Hour Signed: 2 hours 20 minutes; and 8-Hour Metered: 1 hour 50 minutes). These 51 stalls should be reassigned as short-term spaces, reflecting the desired high turnover trips indicative of downtown, while also accommodating the average existing user (according to their length of stay). It is recommended that these stalls convert to 3-Hour stalls (metered and signed).

Downtown Long-Term Stalls - Current

	4-Hour Metered	8-Hour Metered	4-Hour Signed
Parking stalls	14	29	8

Downtown Long-Term Stalls – Proposed Conversion

	3-Hour Metered	3-Hour Signed
Parking stalls	43	8

Timeframe

Near-term implementation (6-18 months)

Strategy 7: Adjust Enforcement Hours in Accordance with Current Parking Demand

Action Statement

Adjust enforcement hours to 10:00 AM – 7:00 PM to better account for parking use trends and support evening business hours.

Strategy Description

Based on the data trends, the on-street occupancy is relatively low in the morning, and then trends upwards by 5:00 PM. Currently, enforcement hours are from 8:00 AM – 5:00 PM Monday-Friday. Consequently, delaying the

start of enforcement until 10:00 AM and extending evening hours until 7:00 PM would provide more management of the on-street system when demand for parking is still relatively high.

Timeframe

Mid-term implementation (18-36 months)

Strategy 8: Initiate Saturday Enforcement

Action Statement

Extend enforcement (and associated on-street signage) to Saturdays to prioritize customer access to Downtown businesses.

Strategy Description

The 2021 weekend occupancy data indicated that parking behavior was similar to the 2016 weekend data, where the on-street system was being well utilized during the afternoon and evening hours. With the average length of stay increasing and the violation rate being over 11% (industry best practice targets 5-7%) in 2021, the on-street system would benefit from encouraging longer-term vehicle trips to off-street options, on-street permit stalls, or alternative modes. To this end, implementing Saturday parking enforcement (and installing appropriate signage) would prioritize on-street stalls for customer/visitor use and improve ease of access to Downtown for this user group.

Timeframe

Mid-term implementation (18-36 months)

3.2. RECOMMENDATIONS FOR THE BLUFF

The following strategy recommendations (9 – 13) focus on the Bluff – both the on and off-street parking systems.

Strategy 9: Implement 3-Hour Time Limits on Blocks Adjacent to Commercial Areas

Action Statement

Convert on-street No-Limit stalls abutting commercial zoned areas to 3-Hour time-limited stalls.

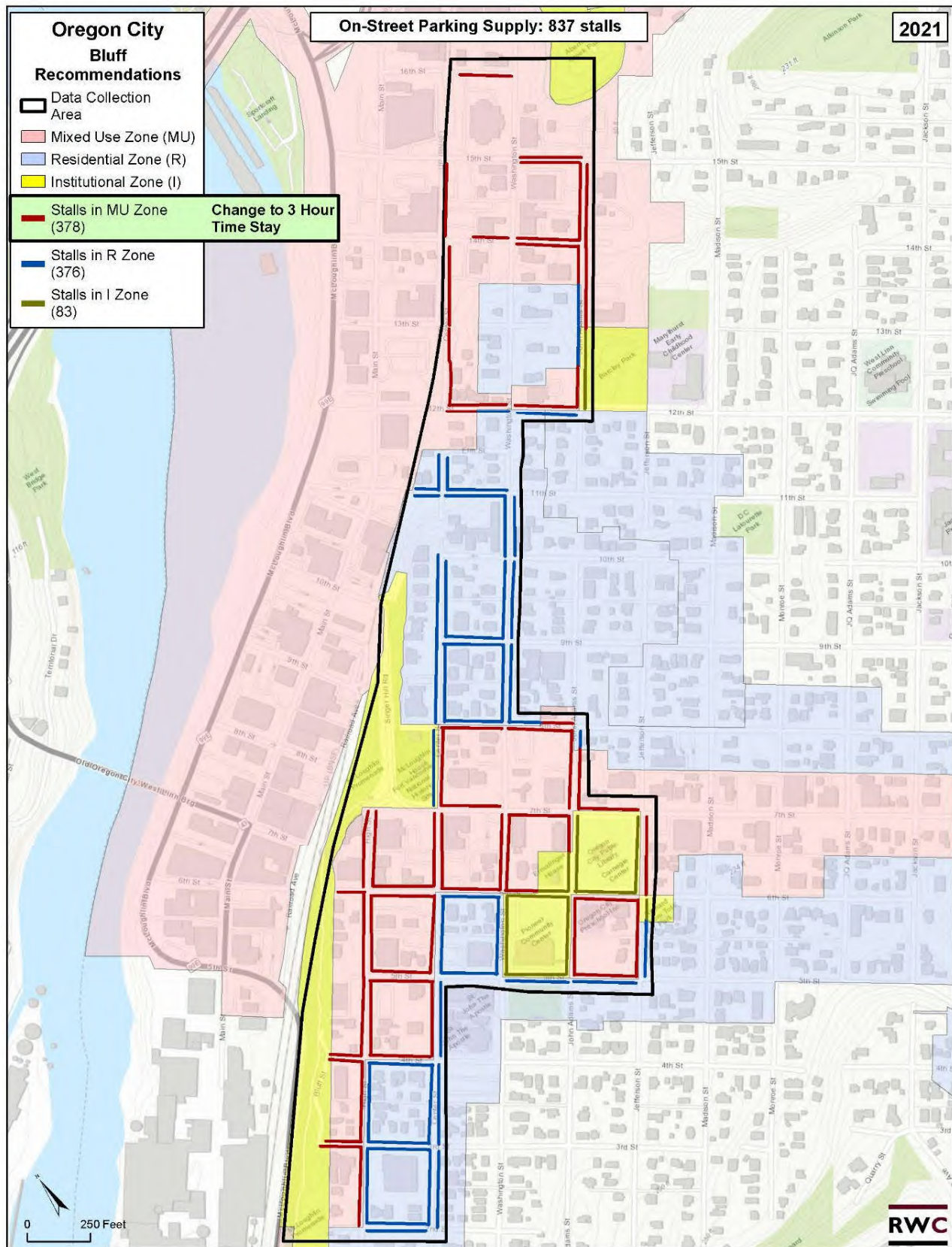
Strategy Description

This recommended on-street format change is largely centered around 7th and Washington as well as further north by 14th and John Adams where commercial block faces allow unlimited (No Limit) parking. These two areas contain the most amount of commercially zoned parcels in the Bluff study area, and in order to better serve the customers/visitors of those areas, 3-hour time-limited short-term stalls are recommended to encourage increased turnover and a reasonable customer/visitor time stay to serve local commercial businesses. The map, below, provides an illustrated summary of block faces recommended to transition to 3-hour signed parking.

Implementation of this strategy would need to be in coordination with **Strategy 10** and **Strategy 11** to provide a controlled on-street employee permit program on commercial block faces while protecting residential block faces (through expansion of the current residential permit program on the Bluff) from employee spill over into neighborhoods.

Timeframe

Mid-term implementation (18-36 months)



Strategy 10: Sell a Controlled Number of On-Street Employee Parking Permits

Action Statement

Allow a **controlled number of on-street employee permits** on the commercial streets closest to to the elevator.

Strategy Description

With time-limit changes to commercial streets (**Strategy 9**) as well as an expanded residential permit program (**Strategy 11**), the on-street system on the Bluff will have a higher level of management and limitations for people who seek to park for longer than 3 hours. To mitigate concerns from nearby employees, it is recommended to allow a controlled number of on-street employee permits on the commercial streets closest to the elevator. The permit area may include commercial streets by 3rd and High Street. The on-street employee permit system is intended as an interim program, made available at this time because certain on-street stalls have adequate capacity to allow permit use and continue to provide convenient patron access. With a current on-street parking permit program in place, providing additional interim employee parking on-street on commercial streets allows for flexibility as the on-street time-limit format changes take place. It also provides an interim backstop for employee parking demand that would be intended to transition to off-street lots (**Strategy 13**) and/or alternative modes.

Timeframe

Near-term implementation (6-18 months)

Strategy 11: Protect Residential Neighborhoods from Commercial Spill Over

Action Statement

Convert on-street No-Limit stalls abutting residential zoned areas to **2-Hour time-limited/or-by-permit stalls**.

Strategy Description

Of the 837 on-street stalls located within the Bluff study area, 424 (51%) are No Limit stalls. With the **Strategy 9** recommendation to change time-limits to 3-Hour on block faces abutting commercial streets, people seeking long-term free parking may attempt to use No-Limit stalls in neighboring residential streets on the Bluff. To mitigate this type of spillover and to continue to prioritize and protect residential streets for the abutting residents, it is recommended that the No-Limit stalls abutting residential zoned areas be converted to 2-Hour time-limited/or-by-residential-permit stalls. This strategy would need to be coordinated with the implementation of **Strategy 9** as well as **Strategy 12**. Implementation of this recommendation would come at the request of affected neighborhoods.

See proposed commercial and residential on-street changes in the map associated with **Strategy 9**.

Timeframe

Mid-term implementation (18-36 months)

Strategy 12: Expand Residential Parking Permit District

Action Statement

Allow expansions of the Bluff's residential permit program on residential block faces to mitigate any issues arising from commercial parking overspill into neighborhoods. Use the City's existing residential permit program (through revisions, expansions, and/or enforcement) to preserve priority access in these areas for residents and their guests.

Strategy Description

One dynamic of growing downtowns or business districts are the impacts such growth can have on the neighborhoods that abut these commercial districts. When parking management strategies such as time limits and paid parking are implemented in growing commercial districts, employees will often seek out free and unlimited parking in nearby residential areas. Residential parking permit programs help to address this spillover by requiring parking permits for long-term stays (typically issued exclusively to residents of the permit district).

Signage typically continues to allow short-term stays in these areas without a permit (for residential visitors and customers of the adjacent commercial areas).



In coordination with **Strategy 11**, the on-street parking abutting residential streets will be time-limited allowing short-term stays or longer-term stays with a residential permit. The current residential parking program on the Bluff may need to be evaluated and potentially expanded to accommodate the recommended changes associated with **Strategy 11**. Initiation of this recommendation should be at the request of the neighborhood association(s).

Oregon City has a long standing and successful residential parking permit program. Continued use of the program and continued communication and partnership with the McLoughlin Neighborhood Association will reinforce the City's intent to protect residential parking. Also, conducting periodic data collection in affected neighborhoods per **Strategy 17** can also provide useful information on use of the neighborhood parking system(s), inform the community, and reinforce sound decision making.

Timeframe

Near-term implementation (6-18 months)

Strategy 13: Allow for and Encourage Off-Street Shared Use Parking on the Bluff

Action Statement

As in the Downtown, **encourage shared use off-street parking** opportunities in private lots to provide parking for long-term users (helping to mitigate spill over in residential areas).

Strategy Description

Similar to **Strategy 8** for Downtown, the off-street system in the Bluff is significantly underutilized and has capacity to absorb additional demand for those seeking long-term parking options. As **Strategy 9** and **Strategy 11** change the on-street format in the Bluff, encouraging additional off-street opportunities will be an important option for visitors/customers wanting to stay longer than 3 hours.

Timeframe

Near-term implementation (6-18 months)

3.3. SYSTEM-WIDE RECOMMENDATIONS

The following recommendations are system-wide recommendations, which echo previous recommendations outlined in the 2009 plan as well as are strategies which are for the entire parking system, to provide key objective performance metrics from which decision can be informed and strategies can be pivoted from.

Strategy 14: Allow Exemption Requests to the Standard Time Stay

Action Statement

Create an exemptions process for Downtown/Bluff businesses to request on-street stalls that are not of the base parking standard (2-Hour/3-Hour), as a means to address quick trips to downtown (e.g., 30-minute stalls, loading zones, etc.).

Strategy Description

An important part of any on-street parking system is consistency with base time standards (2-Hours and/or 3-Hours in Oregon City's case), however, the base standard may not always be the right time standard for certain types of businesses, particularly those that rely on very high customer turnover. COVID and a changing economy have led to some behavior changes and businesses, especially retail, has had to adapt to these changes to thrive. For these businesses, such as restaurants, a shorter time stay may be necessary.

A possible draft exceptions process for granting exceptions to the base standard is outlined below. Criteria for evaluating high turnover spaces (as exceptions to the 2 or 3-Hour base standard) would include:

- **High turnover exception spaces will be located at ends of blocks (next to intersections)** to simplify signage and provide easy access (via convenient crosswalks) to all surrounding businesses. Ideally, exemption spaces should not make up more than 15% percent of stalls on a single block face. Exemption spaces, particularly in Downtown Oregon City, can serve businesses on both sides of the street.
- **High turnover exception spaces are limited to 30 minutes in the 2-Hour Base Zone.** It is important to limit the number and types of exceptions to the base standard.
- **High turnover exception spaces will be used for specific types of business.** The requesting business types must have a documented high percentage of short transactions. Examples are dry cleaners, post office/shipping retailers, and ticket agents. A more detailed list of businesses that have such high turnover needs should be established through a collaborative process between the City and the TDM Work Group and be reflective of business types unique to Downtown Oregon City and business types as suggested above.
- **High turnover exception spaces should not be granted where private parking spaces are available.** High turnover spaces will be limited or not approved for businesses that have adjacent off-street private parking lots or private garage spaces for short-term customers.
- **High turnover exception spaces will be used where on-street parking occupancy exceeds 85%.** Utilization data show that occupancy exceeds 85% during the peak hour on block faces adjacent to business, justifying a reduced base time stay standard.
- **High turnover exception spaces will be converted to the base standard where citation data indicate these spaces are not used for short stays.** If citations increase at the location of an exception space, the space is needed for longer-term stays and may be better served at the base standard.

Timeframe

Mid-term implementation (18-36 months)

Strategy 15: Continue Public Involvement in Parking Management

Action Statement

Establish a **Parking Advisory Committee** to review the Parking Management Plan and to maintain the role of downtown stakeholders, staff, and City leadership to assist in implementation of the updated strategies of this plan. [NOTE: the Oregon City TDM Work Group may already be fulfilling this role]

Strategy Description

Active participation by those affected by downtown and the Bluff parking management strategies is best accomplished through an established advisory committee that reviews the performance of the public parking system, serves as a sounding board for issues, periodically review the recommendations presented in this plan, and acts as a liaison to the broader stakeholder community as changes are implemented. The City should continue this process if filled by the Oregon City TDM Work Group.

An added charge for the TDM Work Group could be to assist the Enforcement Manager or parking staff in establishing key parking and access management performance measures that would be routinely quantified, tracked and published in a dashboard format in an Annual Downtown Parking Management Report (see **Strategy 16**). Tracking and communicating system performance, clearly documenting annual changes, and adjusting strategies in areas where performance is not met can be a catalyzing element of any city's parking management program.

Timeframe

Near-term implementation (on-going)

Strategy 16: Produce Annual Parking Performance Status Dashboard

Action Statement

Publish an annual Parking Performance Status Dashboard outlining key **parking metrics**, such as parking occupancy data, financial information, enforcement performance, etc.

Strategy Description

An annual status and performance dashboard will provide consistent tracking of performance measures (and fund status). The information could be presented as an annual summary as well as performance to previous operating years (e.g., three previous years).



An annual report provides transparency within the program and helps inform City leadership and the TDM Work Group of opportunities, challenges, strategy implementation progress, and system performance. This reinforces and facilitates decision-making. The report would be presented by the Enforcement Manager/City staff to City Commission and made available on the City's parking website.

Minimum performance “success measures” can be developed with the TDM Work Group. The measures bullet-pointed below are useful examples of metrics other cities track and incorporate into their annual summary reports. The final list of success measures should be developed in collaboration with the TDM Work Group and tailored to the Oregon City system.

- Downtown Parking Management District boundary (i.e., map)
- City lot locations and stall totals
- Rate schedules for on-street meters, off-street (by lot), and permits by type (on, off-street and residential)
- Revenue/Expense Summary
 - Program revenue
 - Program expenses
 - Surplus/deficit
- Number of permits sold (average month)
 - On-street permits (downtown)
 - Off-street permits (downtown)
 - Residential permits
- Citations issued
 - Number of citations issued / dollar value of citations
 - Number of citations voided, or waived / dollar value of citations voided or waived
 - Number of citations outstanding (unpaid)
- Peak Occupancy (as measured in **Strategy 17**)
 - On-street
 - Off-street by lot/garage
 - Areas of constraint (based on 85% Occupancy Standard)
 - Other measures of utilization (turnover, average length of stay, violation rate, etc.)
- Customer service (routine tracking and reporting of customer complaints, recommendations and other input from users and stakeholders)

Timeframe

Mid-term implementation (18-36 months)

Strategy 17: Measure Performance - Parking Utilization

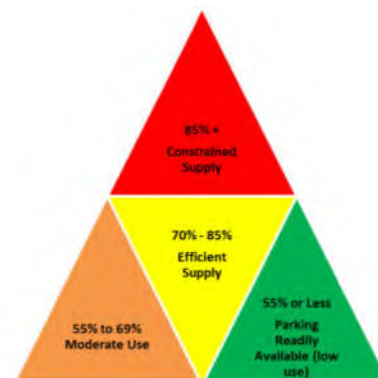
Action Statement

Develop a reasonable schedule of data collection to assess performance for both the Downtown and the Bluff.

Strategy Description

A foundational element of this parking management plan is the facilitation of decision-making with accurate data. The Guiding Principles, developed in 2009, referenced use of the 85% Occupancy Standard which requires routine data collection. Data can be used by the City and stakeholders to inform decisions (e.g., rates, fees, management of permit systems), track use, and objectively measure success.

As such, a system for routine data collection should be established. The system does not need to be elaborate, but it should be consistent and structured to answer relevant questions about occupancy, seasonality, turnover, duration of stay, patterns of use, and enforcement. Data findings should be published (see **Strategy 16**) and presented in a format that compares previous years. Parking occupancy and/or utilization studies and updates should be conducted at least every 2 – 3 years.



Occupancy and /or utilization data⁶ should, at minimum, be collected for:

- Downtown & the Bluff on-street parking (occupancy and/or utilization)
- Publicly owned off-street parking (occupancy)
- Adjacent residential parking areas, as necessary (occupancy and recording displayed permits)
- Private off-street facilities to measure shared parking opportunities (occupancy)

Timeframe

Mid-term implementation (18-36 months)

⁶ An *occupancy study* generally records parked vehicles within a supply on an hourly basis over a prescribed operating day (at minimum, hours of enforcement). A *utilization study* includes occupancy counts, but also records vehicle license plates and observed permits. A utilization study allows for measuring average durations of stay, number of permits in use, rates of stall turnover, and rates of violating time stays.

4.0 Summary

Despite the COVID pandemic, Oregon City is moving forward in the right direction, with a bustling and historic Downtown and continued growth and development changes on the Bluff. With growing visitor and customer demand, Oregon City will face additional pressure on its existing parking supply, so managing the on and off-street systems based on established performance measures will be important to minimize conflict, ensure efficient access for users, and continue to adhere to the established Guiding Principles for the system. The strategies above represent a toolbox of methods that reaffirm, update, and strengthen the 2009 Parking Management Plan.

This report recommends parking management strategies that directly address these issues through data analysis, observation, stakeholder input, and strategic partnerships. At this time, these updated strategies are in draft form and will require additional review and input from stakeholders, City staff, and the City Commission. This document is intended to facilitate conversations that will lead to affirmation of an updated plan that is adopted and actively implemented.

5.0 Strategy Summary Table

The following table summarizes the strategies recommended in **Section 3**. This summary can be used as a concise outline of all recommendations and as a checklist of actions recommended as updates to the 2009 Parking Management Plan.

Management Focus Area	Strategy	Action	Timeframe
Downtown	1: Reduce On-Street Permits Issued in the Downtown	Continue to reduce the number of on-street permits issued for use in the Downtown.	Near-Term (6-18 months)
	2: Reevaluate On-Street Monthly Permit Fees	Evaluate increasing fee of monthly parking permits in the public supply (on- and off-street) to honor 85% occupancy standard and to minimize existing waiting list (find market demand).	Near-Term (6-18 months)
	3: Standardize On-Street Meter Rates	Standardize all on-street meter hourly rates throughout the Downtown, so that hourly rates are consistent in all metered on-street stalls in Downtown Oregon City.	Near-Term (6-18 months)
	4: Eliminate On-Street No-Limit Stalls in the Downtown	Eliminate the remaining No Limit On-Street stalls downtown to encourage short-term visitor/customer stays and transition longer-term stays (3-hours plus) to off-street options or alternative modes.	Near-Term (6-18 months)
	5: Encourage Shared Use Off-Street Parking	Continue to encourage off-street shared use parking opportunities in private lots Downtown (for both employee and visitor uses).	Near-Term (6-18 months)

Downtown Strategic Parking Management Plan Update

Management Focus Area	Strategy	Action	Timeframe
	6: Reduce the Number of On-Street Long-Term Parking Stalls	Convert the 4 and 8-Hour stalls to 3-Hour stalls in Downtown to encourage short-term visitor/customer stays and transition longer-term stays (3-hours plus) to off-street options or alternative modes.	Near-Term (6-18 months)
	7: Adjust Enforcement Hours in Accordance with Current Parking Demand	Adjust enforcement hours to 10:00 AM – 7:00 PM to better account for parking use trends and support evening business hours.	Mid-Term (18-36 months)
	8: Initiate Saturday Enforcement	Extend enforcement to Saturdays to prioritize customer access to street-level businesses.	Mid-Term (18-36 months)
The Bluff	9: Implement 3-Hour Time Limits on Blocks Adjacent to Commercial Areas	Convert on-street No-Limit stalls abutting commercial zoned areas to 3-Hour time-limited stalls.	Mid-Term (18-36 months)
	10: Sell a Controlled Number of On-Street Employee Parking Permits	Allow a controlled number of on-street employee permits on commercial streets in proximity to the elevator.	Near-Term (6-18 months)
	11: Protect Residential Neighborhoods from Commercial Spill Over	Convert on-street No-Limit stalls abutting residential zoned areas to 2-Hour time-limited stalls or by permit.	Mid-Term (18-36 months)
	12: Expand Residential Parking Permit District	Expand the Bluff's residential permit program to mitigate any issues arising from commercial parking overspill into neighborhoods.	Near-Term (6-18 months)

Downtown Strategic Parking Management Plan Update

Management Focus Area	Strategy	Action	Timeframe
	13: Allow for and Encourage Shared Use Off-Street Parking on the Bluff	As in the Downtown, encourage shared use off-street parking opportunities in private lots to provide parking to long-term users (helping to mitigate spill over in residential areas).	Near-Term (6-18 months)
Reaffirm Previous Recommendations	14: Allow Exemption Requests to the Standard Time Stay	Create an exemptions process for Downtown/Bluff businesses to request on-street stalls that are not of the base parking standard (2-Hour/3-Hour), as a means to address quick trips to downtown (e.g., 15/30/60/90 minute stalls, loading zones, e-deliveries).	Mid-Term (18-36 months)
	15: Continue Public Involvement in Parking Management	Establish a Parking Advisory Committee to review the Parking Management Plan and to maintain the role of downtown stakeholders, staff, and City leadership to assist in implementation of the updated strategies of this plan. (NOTE: the Oregon City TDM Work Group may already fulfilling this role)	Near-Term (6-18 months)
System-wide Recommendations	16: Produce Annual Parking Performance Status Dashboard	Publish an annual Parking Performance Status Dashboard outlining key parking metrics, such as parking occupancy data, financial information, enforcement performance, etc.	Mid-Term (18-36 months)
	17: Measure Performance - Parking Utilization	Develop a reasonable schedule of data collection to assess performance for both the Downtown and the Bluff.	Mid-Term (18-36 months)

Appendix A: Inventory Summary Report

Appendix B: Data Summary Report



Downtown Oregon City Strategic Parking Management Plan Update

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Version 1.1

Prepared For:



DRAFT

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1.0 Introduction

Oregon City last outlined parking management strategies in the Downtown Parking Study, created in 2009. With the 2009 study, the City, through its stakeholder process and subsequent city policy, concluded that the objective of parking management for the downtown should be one “that supports the development of a vibrant, growing, and attractive destination for shopping, working, living, recreation, and entertainment.”

In 2021, Oregon City initiated a follow up parking study entitled Comparative Summary of Parking Utilization in Historic Downtown and the Bluff. The work was initiated in 2021 and included revising 2009 study area boundaries for both the Downtown and Bluff area, creating a new and complete inventory of all on-and off-street parking in both study areas (public and private parking supplies), and conducting a weekday and Saturday parking occupancy and utilization survey of both study areas.¹



With information derived from these recent efforts, the City is interested in a reexamination and evaluation of the 2009 parking management strategies to determine the following:

- Elements from the original Plan which are still **relevant and effective**
- An **updated approach** to parking management that will include visitor, residential, and employee parking
- Identify parking management strategies for both **Downtown and the Bluff**
- Improvements for on and off-street **supply and demand management**
- Determine **system-wide strategies** that will benefit City operations
- Identify on and off-street parking format changes that will that **improve efficiency, capacity, and communications**

The purpose of this report is to document the evaluation of the parking system and to present new strategic recommendations to bring the 2009 plan up-to-date with existing and future market conditions.

¹ Full copies of the inventory and parking occupancy and utilization reports are attached as **Appendix A** and **B**, respectively.

2.0 Key Elements of the 2009 Downtown Oregon City Parking Study

The 2009 Downtown Oregon City Parking Study provided prioritized guidance for the management of parking in the Downtown (a key focus area) and on the Bluff. The study recognized that the role of parking in downtown cannot be seen as a stand-alone solution in and of itself. The key to a successful downtown parking experience is in management of the parking supply. The Plan noted the following:

To provide for the Downtown's further development as a viable commercial district, on-street parking must be managed to ensure the priority customer's demand for parking is met. Additionally, given the multi uses in the Downtown core, parking must be managed to ensure the needs of all users can be accommodated.²

The 2009 study outlined the following key elements:

- Stakeholder priorities
- Guiding themes and principles
- Parking data and demand analysis, and
- Management strategy recommendations

To assist with the study, a stakeholder committee was formed in 2008 to inform the process and outline desired outcomes, opportunities, and challenges. Guiding themes and principles, a set of value statements summarizing the agreed upon for use of the public parking supply, and desired outcomes for parking management were developed. An objective data inventory and collection effort created a baseline from which the stakeholder priorities and guiding principles were evaluated. Finally, a list of strategies emerged to lead the City in its management of its parking supply.

2.1. GUIDING THEMES AND PRINCIPLES (2009)

The adopted Guiding Principles were derived from dialogues with the Parking Advisory Committee, City Commission, and other stakeholders, establishing a solid foundation for coordinating parking and transportation decision-making and policy. The Guiding Principles were intended to support the long-term economic development vision of the City and its downtown stakeholders. A summary of the 2009 Guiding Principles, leading with the original statement of purposes, are below.

Statement of Purpose

It is the primary objective of the City of Oregon City to implement a Parking Management Plan for the Downtown that supports the development of a vibrant, growing, and attractive destination for shopping, working, living, recreation and entertainment.

² Downtown Oregon City Parking Study, Findings and Recommendations of the Stakeholder's Advisory Committee (April 2009), Executive Summary. Page VI.

Guiding Principles were separated into nine central elements and 25 statements of priority, establishing desired outcomes for future decision making related to parking and access in the Downtown and on the Bluff. The 2009 Guiding Principles are summarized below³:

- **Access:** Parking should be just one of a diverse mix of access options available to users of the downtown.
- **Priority Customer:** While numerous users need parking in the downtown, the priority parker is the short-term trip (two hours or less), those who use downtown to shop, dine, recreate, and access businesses. City owned supply must be prioritized and managed to accommodate these trips.
- **Priority Parking (On-Street):** Recognize that on-street parking is a finite resource and should be managed to assure maximum access for the priority user. On the Bluff, manage parking to balance the on-street system to support multiple users that include visitor, employee, and residential demand.
- **Employee Parking & Off-Street City Owned Supply:** Develop means and/or partnerships that provide adequate and affordable parking for employees and those needing longer-term stays that meet demand, particularly shared use opportunities to transition employees into the off-street public and private supply. Employee access should be provided in conjunction with an access system that provides balanced and reasonable travel mode options.
- **Residential Parking:** Residential development downtown will provide parking for the residential units on-site, or find parking in off-street lots, and parking in areas zoned residential will be prioritized for residents and their guests and visitors.
- **Multi-Modal Access:** Transition more downtown employees into alternative modes (i.e., transit, bike, walk, rideshare) through business-based programs and incentives and calibrate parking standards to fully support this outcome.
- **Understandability:** Make downtown parking user-friendly—easy to access and easy to understand.
- **Quality:** Provide a "parking product" in the downtown that is of the highest quality to deliver a safe, secure, and well-lit parking system ensuring a sense of security at all times on-street and off-street.
- **Coordination:** Provide coordinated management of the public parking supply and assure a representative body of affected private and public constituents from within the downtown informs decision-making regarding parking. Use the "85% Rule" to inform and guide the decision-making process.

2.2. PARKING MANAGEMENT STRATEGIES (2009)

Based on the Guiding Principles, the 2009 study "supports creation of a parking system that facilitates and contributions to a vital and growing downtown." Using data as well as the Guiding Principles, specific parking management strategies were identified and recommended for consideration. The recommendations were organized into two categories: *Policy Level Actions* and *Recommended Parking Management Strategies*.

³ The key desired outcomes of the 2009 Guiding Principles are summarized here. The complete 2009 narrative can be found in the Downtown Oregon City Parking Study, Findings and Recommendations of the Stakeholder's Advisory Committee (April 2009), pages 22 – 27.

Policy Level Actions

The following policy elements were recommended to be adopted immediately by the City:

1. Assign the responsibilities of a 'Parking Manager/Coordinator' for the City.
2. Establish an advisory role for stakeholders to assist in parking program implementation and review.
3. Adopt policies and rules to guide parking management and development.
 - a. Codify Guiding Principles for Parking Management as elements of City Code.
 - b. Adopt the 85% Rule to facilitate/direct parking management strategies.
 - c. City Commission to adopt rate ranges for parking rates in public facilities (on and off-street).
Ranges would be established for hourly meter rates and monthly parking rates. This would allow the City Manager to adjust rates administratively within the ranges adopted and based on the 85% Rule.

Parking Management Strategies:

The following strategies were recommended for near-term implementation (6-18 months):

1. Appoint a Downtown Parking Manager.
2. Initiate Parking Advisory Committee process.
3. Add parking to the on-street system in the Historic downtown in areas currently designated as no parking areas. This parking will be provided as either 2-hour parking or '2-hour or by permit' (based on location and proximity to downtown core).
 - a. Install new on-street signage in areas designated for new parking.
4. Reduce and/or eliminate all 15-minute, 30-minute, 4-hour, 8-hour, and No-limit parking stalls in the historic downtown and convert to 2-hour parking (62 existing stalls). Request for these types of stalls in the future would be coordinated through an exception process as described in Strategy 12.
5. Transition a minimum of 20 existing Blue and Green employee permits now parking in high occupancy node, to on-street locations in the NE end of downtown (signed 2-hours or by permit).
6. Begin work with the County Courthouse and County Corrections to develop an action plan to transition existing on-street reserved stalls to non-core locations.
7. Work with County Courthouse to refine juror parking program to specifically direct jurors into the Municipal Lot. This would include direct contact/mailings, maps and other materials necessary to localize jurors at the Municipal Lot.
8. Re-evaluate and revise all current parking permit pricing based on 85% standard.
9. Initiate a new and comprehensive outreach program to all businesses within the study zone that communicates the parameters of a new revised City's permit program.
10. Develop a lighting and pedestrian walkway plan linking the NE end of the historic downtown to the core as a way to assure convenience and safety for use of parking in the downtown. Develop a similar plan for the Bluff area with particular focus on areas between potential parking sites and the elevator.
11. Develop a Residential Parking Permit Zone (RPPZ) policy and program for adoption by the City Commission for future implementation in residential areas affected by spillover from commercial parking.

12. Develop 'exception' criteria for adoption by City Commission that informs decision making for establishment of loading zones and 15, 30, 60 & 90-minute stalls within the on-street supply.

The following strategies were recommended Phase 2 implementation (18-36 months):

13. Transition additional Blue and Green employee permits to on-street locations in the NE end of downtown (signed '2-hours or by permit') as per the 85% Rule.
14. Implement lighting and pedestrian plan developed in Strategy 10.
15. Adopt and establish a residential parking permit zone (RPPZ) policy and program (as developed in Strategy 11) that could be implemented at the request of residential neighborhoods adjacent to the downtown as a measure to mitigate commercial parking spillover into residential areas.
16. Adopt 'exception' criteria (as developed in Strategy 12) necessary for approval location and type of loading zones within the downtown/Bluff parking areas and for approval of on-street 15-, 30-, 60-, and 90-minute stalls.
17. Restripe all on-street parking in the Historic Downtown to better identify parking availability and location.
18. Negotiate shared use and/or lease agreements with owners of strategically placed existing private surface lots in the Historic Downtown to provide for an interim supply of parking where needed.
19. Negotiate shared use and/or lease agreements with owners of strategically placed existing private surface lots on the Bluff to provide for an interim supply of parking where needed.
20. Develop and install a signage package of uniform design, logo, and color at public and private (shared use) off-street parking facilities.
21. Partner with the business community to develop/refine a marketing and communication system for access in Oregon City (building on existing materials/programs).
22. Evaluate and adjust minimum parking ratios for new development in the downtown, to assure that access impacts of new development are meaningfully addressed and correlated to actual parking demand.
23. Lease/acquire strategically located land parcel for use as future public off-street parking on the Bluff.
24. Develop a recommended package of incentives for the private development of publicly available parking.
 - a. Sponsor employee-based initiatives to encourage employee use of alternate travel modes.
25. Establish commuter mode split targets for employee access in the downtown.
26. Examine the feasibility of a year-round 'shuttle' that conveniently links/connects employee and/or juror parking areas in the Historic Downtown and on the Bluff.
27. Monitor downtown parking utilization continuously and periodically. Conduct parking inventory analyses.
28. Restripe all on-street parking on the Bluff to better identify parking availability and location.

The following strategies were recommended Phase 3 implementation (3 years and beyond):

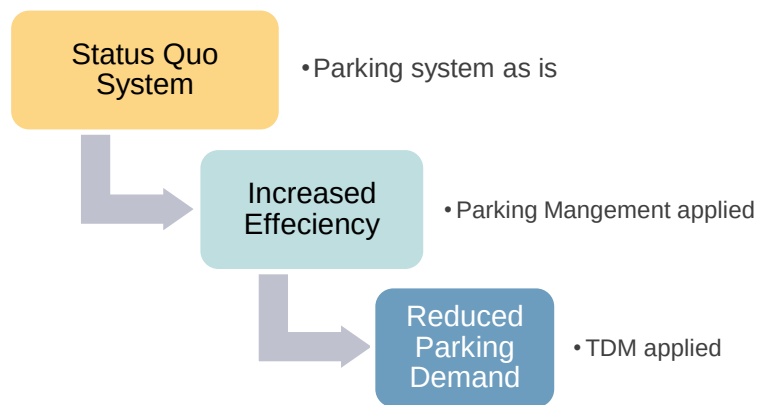
29. Recommend to the City Commission the commuter modes split targets developed in Strategy 25 for adoption as a policy element of the Oregon City Transportation and Parking Management Plan.
30. Evaluate lowering maximum parking ratios for new development based on updated 'true demand' calculations derived from updates derived in Strategy 27.

31. Strategically place new and unique wayfinding signage in the right-of-way at locations chosen carefully to direct visitors to off-street locations.
32. Implement the recommended package of incentives for the private development of publicly available parking as determined in Strategy 24.
33. Implement year-round 'shuttle' service if feasibility is established in Strategy 26.

Overall, the 2009 study emphasized a long-term economic development vision of Oregon City, coordinating parking and transportation decision-making and policy. These Guiding Principles provided a solid foundation from which data and policy decisions have been made to truly reflect a shared, community informed, desired outcome for how stakeholders want to see their community grow.

3.0 Considerations: Parking Management Strategy Updates

The components of a parking management plan need to be simple and intuitive for the user, providing an understandable system that is safe, secure, affordable, and well-integrated into the traffic system and other access modes. The Plan updates offered here strive to recognize the role of the public sector (the City) in providing parking for patrons of the Downtown and accommodating a diverse mix of commercial and residential demands in the Bluff area. Underscoring this is the role the City plays in seeking out and realizing opportunities by creating partnerships with the private sector to provide needed parking and support of alternative modes of access through transportation demand management (TDM).



These new updated strategies will assure that parking management remains flexible enough to inform a decision-making framework that best serves the unique and changing nature of the Downtown and Bluff area. The updated strategies support the importance of parking management to meet the economic vision for the Downtown and Bluff, and, equally, the City's vision for compact urban development, sustainability and climate action, equity, and innovation. Moving forward, the parking management system will require attentive management and nimble curation to fully maximize this valuable resource, particularly as the City emerges from, and manages through, post-pandemic impacts.

New strategies presented here for consideration are offered as supplements to those adopted in 2009, not as replacements. Strategy considerations are provided within four areas of Parking Management and are ordered in near-term (6 – 18 months) and mid-term (18 – 36 months) implementation phases. The four areas of parking management include:

1. Recommendations for Downtown

- On-Street
 - Permits reduction
 - Permit rate evaluation

- Standard Meter Fee
- No Limit stall elimination
- Convert 4- and 8-Hour stalls to 3-Hour stalls
- Enforcement
 - Shift Enforcement Hours
 - Extend Enforcement to Saturdays
- Off-Street
 - Shared Use Opportunities

2. Recommendations for the Bluff

- On-Street
 - Commercial Zoned Areas:
 - Convert No-Limit stalls
 - Controlled Employee Permits
 - Residential Zoned Areas:
 - Convert No-Limit stalls
 - Offer Residential Permits
- Off-Street
 - Shared Use Opportunities

3. Reaffirmation of 2009 Strategies

- Create Exception Process
- Parking Advisory Committee

4. Systemwide

- City Parking Performance Dashboard
- Routine Parking Utilization

A concise summary table of all recommended strategy updates is provided in **Section 5** at the end of this document.

3.1. RECOMMENDATIONS FOR DOWNTOWN

Strategies 1 through 8 are recommendations for parking changes, both on and off-street, that focus on parking within the Downtown parking management study area.

Strategy 1: Reduce On-Street Permits Issued in the Downtown

Action Statement

Continue to reduce the number of on-street permits issued for use in the Downtown.

Strategy Description

There are currently **119 on-street stalls** that allow permit parking in the Downtown parking study area. This equates to 25% of the on-street parking supply in Downtown. Being that the Downtown's primary user group is intended to be visitors/customers, it would be ideal to reduce the number of on-street permits. By reducing the number of permits, the on-street system could add back additional short-term stalls for visitors/customers of the Downtown. This recommendation should be coordinated with **Strategy 5** and **Strategy 13**, providing off-street parking options in the form of shared use and/or encouragement of parking on the Bluff and alternative modes.

Timeframe:

Near-term implementation (6-18 months)

Strategy 2: Reevaluate On-Street Monthly Permit Fees

Action Statement

Evaluate increasing **fees for monthly parking permits** in the public supply (on- and off-street) to honor 85% occupancy standard and to minimize existing waiting list (find market demand).

Strategy Description

A key element of parking management and sound fiscal policy concerns the management of parking rates, both on-street and off-street. Adjusting parking rates is often a controversial topic among stakeholders in downtowns. It is therefore critical to outline both the *reasons* for rate changes as well as the *intended outcomes* of the change. The primary drivers of the need for rate changes include the following:

- *Reflect market demand.* The 85% occupancy standard can be used as a decision-making trigger for adjusting rates; when rates are too low, demand can far exceed the available supply. Keeping fees in line with market demand helps to manage parking demands efficiently.
- *Balance supply and facilitate broader mode goals.* Rates and fees should support efficient use and not compete with other modes of access (i.e., transit, bike, walk, and rideshare).
- *Operating costs.* Cover normal annual increases in operating costs of the system for which a fee is assessed (e.g., on-street meter system, off-street lot and/or garage).

- *Provide for future need.* This would include normal capital planning and projected growth in the system.

Incremental rate changes that reflect changing market demand and adhere to specific objectives are often more palatable to users than infrequent but substantial changes. In other words, justifiable *market demand-based* increases need to be strategic and policy based rather than reactive. The financial systems that support parking are adversely impacted when normal costs of operation, demand, and future infrastructure needs are not addressed. Best practices parking management supports a routine policy-based process that evaluates rates routinely and adjusts rates as necessary.

It is also important to note that a rate review does not assume a rate increase, only that the system is fiscally sound and adjusting to market demands.

The current allocation of parking permits and pricing has not been routinely evaluated within the context of the 85% standard. There is a waiting list for permits with permit fees ranging from \$20/month (Blue Permits) to \$60/month (Red Permits).⁴ Permit rates, by type and location, should be reviewed annually (or more frequently) and increased if the 85% standard for that type of permit is exceeded. This (a) assures that parking is priced according to market demand, (b) ensures parking rates also cover normal increases in program costs and administration and (c) better correlates employee parking rates to transportation options (particularly transit and ridesharing). This reevaluation would become a routine procedure with recommendations for rate changes presented to the City Manager.

Timeframe

Near-term implementation (6-18 months)

Strategy 3: Standardize On-Street Meter Rates

Action Statement

Standardize all on-street meter hourly rates throughout the Downtown, so that hourly rates are consistent in all metered on-street stalls in Downtown Oregon City.

Strategy Description

Currently on-street rates are \$1.00/hour in the core of Downtown (7th to 10th), while just to the north and south of the core the rate drops to \$0.50/hour for the metered on-street stalls. However, there is no clear or consistent signage or communications to make users aware of the "lower rate" option just outside of the core. With only 252 metered stalls in Downtown, maintaining and clearly communicating different rates on different blocks may outweigh the potential benefits at this time. Standardizing the rate to \$1.00/hour will make the

⁴ A waiting list indicates that the rate charged for parking is lower than market rate. Pricing to eliminate waiting lists brings pricing to market and also elevates other mode options (that may be less costly) as reasonable options to consider (support TDM goals).

system easier to understand for the average user⁵, while helping to keep pace with maintenance costs in the currently lower priced areas.

It is important to note that over time, annual rate evaluations may indicate that a higher rate is justified in Downtown. If a two-tiered rate system is reapplied in the future, it will be important to clearly communicate the availability of nearby “discount” parking for those willing to walk a greater distance.

Timeframe

Near-term implementation (6-18 months)

Strategy 4: Eliminate No-Limit On-Street Stalls in the Downtown

Action Statement

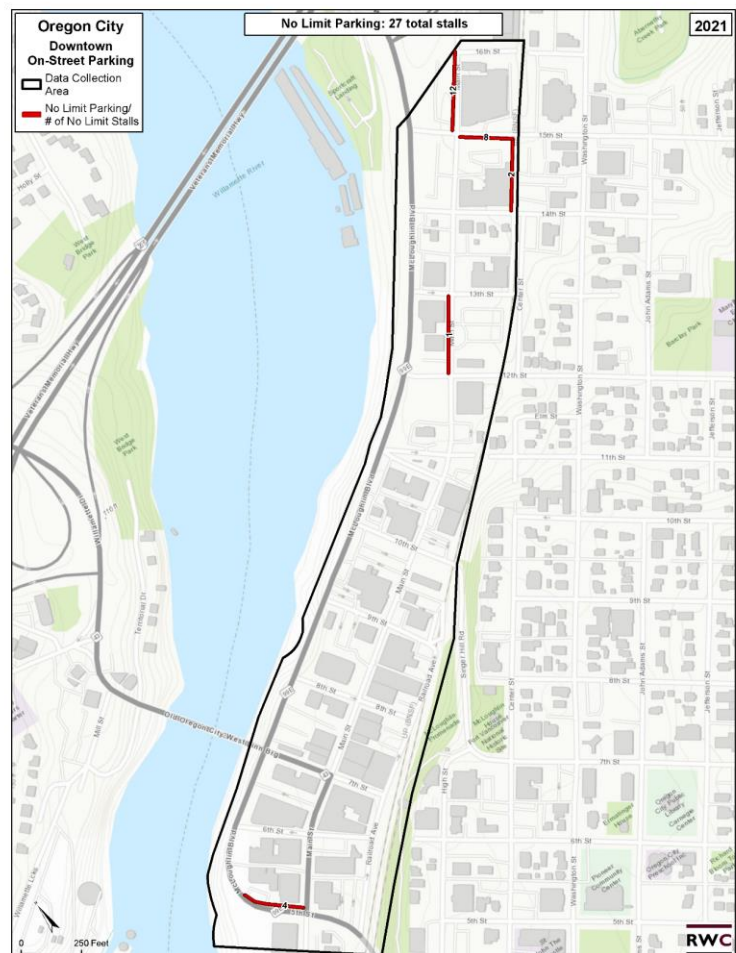
Eliminate the remaining No Limit on-street stalls Downtown to encourage short-term visitor/customer stays and transition longer-term stays (3 or more hours) to off-street locations or into transportation options.

Strategy Description

There are currently 27 No Limit on-street stalls located within the Downtown study boundary. The average length of stay for the No Limit on-street stalls was 7 hours and 14 minutes and have a peak occupancy of 78%. These stalls are located along Main, 13th, Center and 5th—largely in the north and south areas, and not in the core of Downtown (see map at right). Being that the priority users of the on-street system is the short-term customer/visitor, the remaining No Limit stalls should be eliminated and converted to 3-hour time limited stalls.

Timeframe

Near-term implementation (6-18 months)



⁵ This is especially important now, as the Downtown recovers, reactions and transitions out of the COVID-19 pandemic. The focus here is on simplifying the on-street system.

Strategy 5: Encourage Shared Use Off-Street Parking

Action Statement

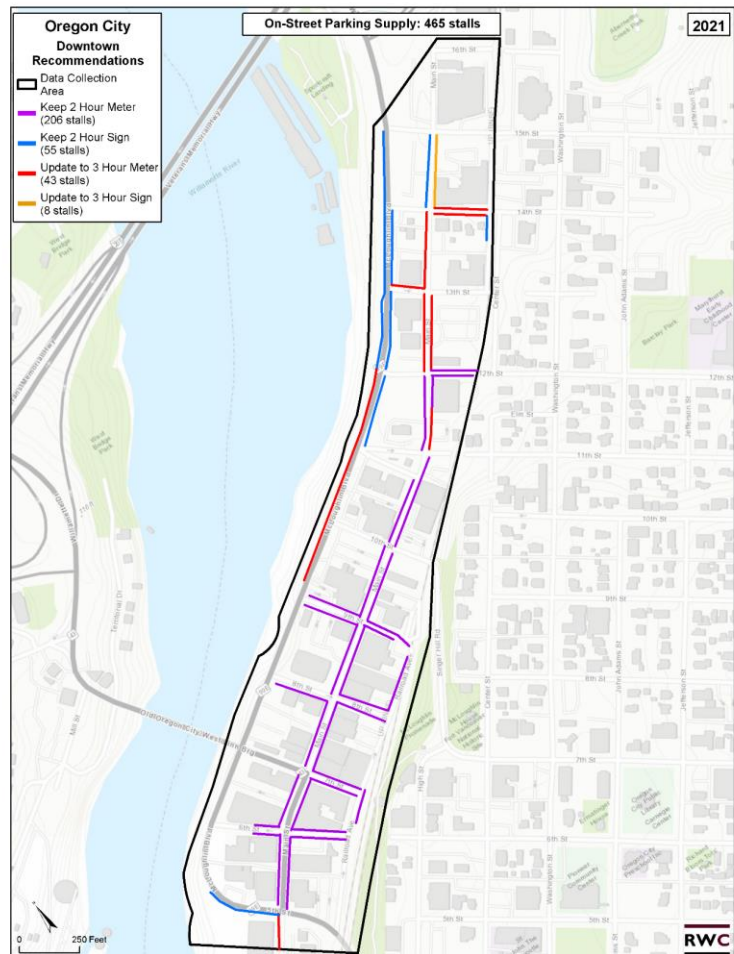
Continue to encourage off-street shared use parking opportunities in private lots Downtown (for both employee and visitor uses).

Strategy Description

As noted in the 2009 Parking Management Plan, private off-street parking facilities in some areas have underutilized capacity. The Downtown Oregon City Association (DOCA) has done a terrific job at encouraging employers to create shared use agreements between different users (public and private) to direct parking demand into these facilities to both maximize existing parking resources and minimize overall parking development costs. Establishing more agreements will be important as a reduction in Downtown on-street permits is evaluated (**Strategy 1**) and permit fee adjustments are analyzed (**Strategy 2**). Off-Street shared use parking rates need to be attractive to incent long-term parking off-street, and not in an on-street permitted stall.

Timeframe

Near-term implementation (6-18 months)



Strategy 6: Reduce the Number of On-Street Long-Term Parking Stalls

Action Statement

Convert existing 4 and 8-Hour stalls to 3-Hour stalls in Downtown to encourage short-term visitor/customer stays and transition longer-term stays (3 or more hours) to off-street locations or into other transportation options.

Strategy Description

With a limited number of on-street stalls in the Downtown, the priority for that system should be for short-term use (2-3 hours). Currently, there are 43 long-term (4 or more hours) on-street metered stalls and 8 long-term (4 hour) on-street time limited stalls within the Downtown on-street system (see map at right).

The average length of stay indicates those stalls are being used for a shorter duration (4-Hour Metered: 2 hours 54 minutes; 4-Hour Signed: 2 hours 20 minutes; and 8-Hour Metered: 1 hour 50 minutes). These 51 stalls should be reassigned as short-term spaces, reflecting the desired high turnover trips indicative of downtown, while also accommodating the average existing user (according to their length of stay). It is recommended that these stalls convert to 3-Hour stalls (metered and signed).

Downtown Long-Term Stalls - Current

	4-Hour Metered	8-Hour Metered	4-Hour Signed
Parking stalls	14	29	8

Downtown Long-Term Stalls – Proposed Conversion

	3-Hour Metered	3-Hour Signed
Parking stalls	43	8

Timeframe

Near-term implementation (6-18 months)

Strategy 7: Adjust Enforcement Hours in Accordance with Current Parking Demand

Action Statement

Adjust enforcement hours to 10:00 AM – 7:00 PM to better account for parking use trends and support evening business hours.

Strategy Description

Based on the data trends, the on-street occupancy is relatively low in the morning, and then trends upwards by 5:00 PM. Currently, enforcement hours are from 8:00 AM – 5:00 PM Monday-Friday. Consequently, delaying the

start of enforcement until 10:00 AM and extending evening hours until 7:00 PM would provide more management of the on-street system when demand for parking is still relatively high.

Timeframe

Mid-term implementation (18-36 months)

Strategy 8: Initiate Saturday Enforcement

Action Statement

Extend enforcement (and associated on-street signage) to Saturdays to prioritize customer access to Downtown businesses.

Strategy Description

The 2021 weekend occupancy data indicated that parking behavior was similar to the 2016 weekend data, where the on-street system was being well utilized during the afternoon and evening hours. With the average length of stay increasing and the violation rate being over 11% (industry best practice targets 5-7%) in 2021, the on-street system would benefit from encouraging longer-term vehicle trips to off-street options, on-street permit stalls, or alternative modes. To this end, implementing Saturday parking enforcement (and installing appropriate signage) would prioritize on-street stalls for customer/visitor use and improve ease of access to Downtown for this user group.

Timeframe

Mid-term implementation (18-36 months)

3.2. RECOMMENDATIONS FOR THE BLUFF

The following strategy recommendations (9 – 13) focus on the Bluff – both the on and off-street parking systems.

Strategy 9: Implement 3-Hour Time Limits on Blocks Adjacent to Commercial Areas

Action Statement

Convert on-street No-Limit stalls abutting commercial zoned areas to 3-Hour time-limited stalls.

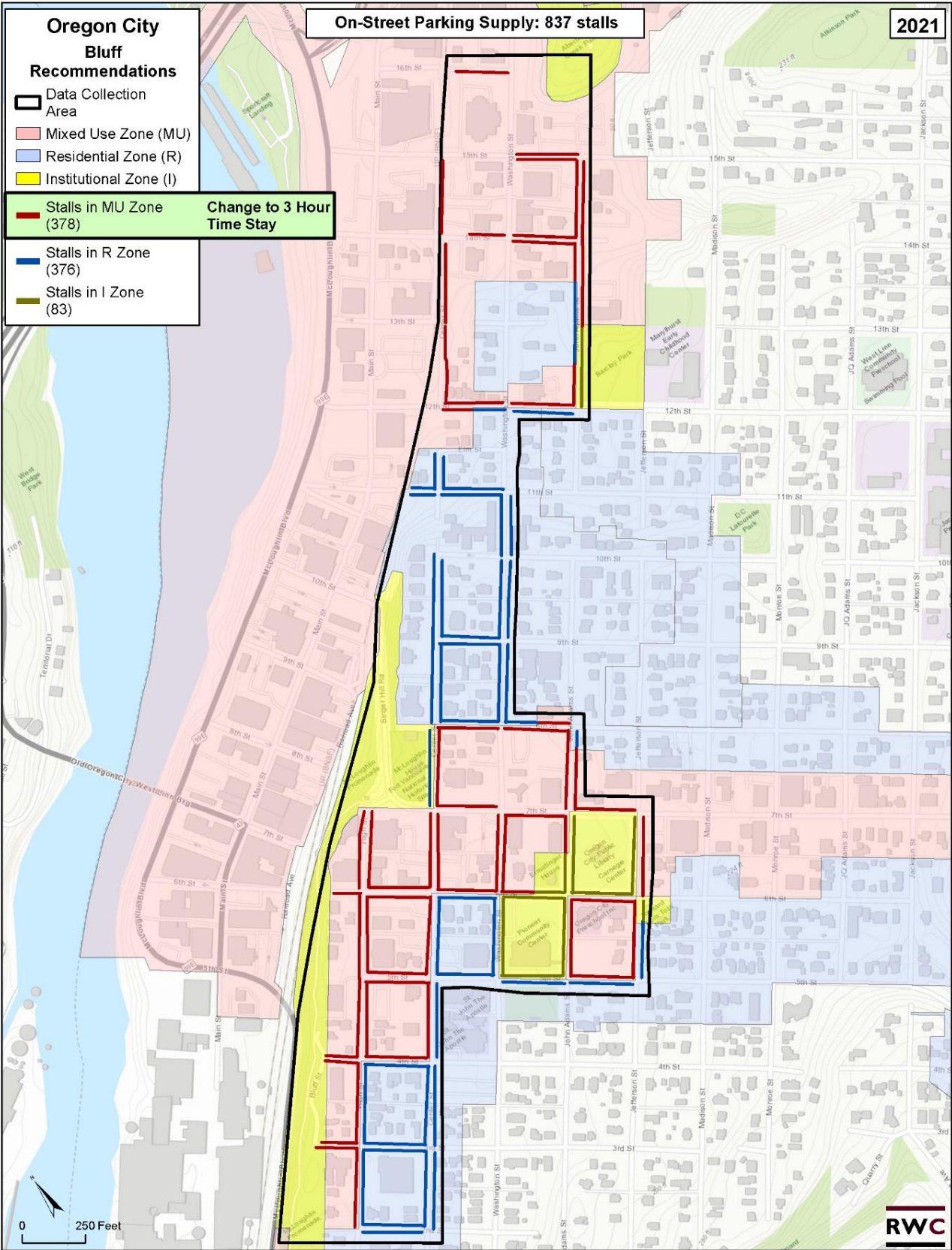
Strategy Description

This recommended on-street format change is largely centered around 7th and Washington as well as further north by 14th and John Adams where commercial block faces allow unlimited (No Limit) parking. These two areas contain the most amount of commercially zoned parcels in the Bluff study area, and in order to better serve the customers/visitors of those areas, 3-hour time-limited short-term stalls are recommended to encourage increased turnover and a reasonable customer/visitor time stay to serve local commercial businesses. The map, below, provides an illustrated summary of block faces recommended to transition to 3-hour signed parking.

Implementation of this strategy would need to be in coordination with **Strategy 10** and **Strategy 11** to provide a controlled on-street employee permit program on commercial block faces while protecting residential block faces (through expansion of the current residential permit program on the Bluff) from employee spill over into neighborhoods.

Timeframe

Mid-term implementation (18-36 months)



Strategy 10: Sell a Controlled Number of On-Street Employee Parking Permits**Action Statement**

Allow a **controlled number of on-street employee permits** on the commercial streets closest to to the elevator.

Strategy Description

With time-limit changes to commercial streets (**Strategy 9**) as well as an expanded residential permit program (**Strategy 11**), the on-street system on the Bluff will have a higher level of management and limitations for people who seek to park for longer than 3 hours. To mitigate concerns from nearby employees, it is recommended to allow a controlled number of on-street employee permits on the commercial streets closest to the elevator. The permit area may include commercial streets by 3rd and High Street. The on-street employee permit system is intended as an interim program, made available at this time because certain on-street stalls have adequate capacity to allow permit use and continue to provide convenient patron access. With a current on-street parking permit program in place, providing additional interim employee parking on-street on commercial streets allows for flexibility as the on-street time-limit format changes take place. It also provides an interim backstop for employee parking demand that would be intended to transition to off-street lots (**Strategy 13**) and/or alternative modes.

Timeframe

Near-term implementation (6-18 months)

Strategy 11: Protect Residential Neighborhoods from Commercial Spill Over**Action Statement**

Convert on-street No-Limit stalls abutting residential zoned areas to **2-Hour time-limited/or-by-permit stalls**.

Strategy Description

Of the 837 on-street stalls located within the Bluff study area, 424 (51%) are No Limit stalls. With the **Strategy 9** recommendation to change time-limits to 3-Hour on block faces abutting commercial streets, people seeking long-term free parking may attempt to use No-Limit stalls in neighboring residential streets on the Bluff. To mitigate this type of spillover and to continue to prioritize and protect residential streets for the abutting residents, it is recommended that the No-Limit stalls abutting residential zoned areas be converted to 2-Hour time-limited/or-by-residential-permit stalls. This strategy would need to be coordinated with the implementation of **Strategy 9** as well as **Strategy 12**. Implementation of this recommendation would come at the request of affected neighborhoods.

See proposed commercial and residential on-street changes in the map associated with **Strategy 9**.

Timeframe

Mid-term implementation (18-36 months)

Strategy 12: Expand Residential Parking Permit District

Action Statement

Allow expansions of the Bluff's residential permit program on residential block faces to mitigate any issues arising from commercial parking overspill into neighborhoods. Use the City's existing residential permit program (through revisions, expansions, and/or enforcement) to preserve priority access in these areas for residents and their guests.

Strategy Description

One dynamic of growing downtowns or business districts are the impacts such growth can have on the neighborhoods that abut these commercial districts. When parking management strategies such as time limits and paid parking are implemented in growing commercial districts, employees will often seek out free and unlimited parking in nearby residential areas. Residential parking permit programs help to address this spillover by requiring parking permits for long-term stays (typically issued exclusively to residents of the permit district).

Signage typically continues to allow short-term stays in these areas without a permit (for residential visitors and customers of the adjacent commercial areas).



In coordination with **Strategy 11**, the on-street parking abutting residential streets will be time-limited allowing short-term stays or longer-term stays with a residential permit. The current residential parking program on the Bluff may need to be evaluated and potentially expanded to accommodate the recommended changes associated with **Strategy 11**. Initiation of this recommendation should be at the request of the neighborhood association(s).

Oregon City has a long standing and successful residential parking permit program. Continued use of the program and continued communication and partnership with the McLoughlin Neighborhood Association will reinforce the City's intent to protect residential parking. Also, conducting periodic data collection in affected neighborhoods per **Strategy 17** can also provide useful information on use of the neighborhood parking system(s), inform the community, and reinforce sound decision making.

Timeframe

Near-term implementation (6-18 months)

Strategy 13: Allow for and Encourage Off-Street Shared Use Parking on the Bluff**Action Statement**

As in the Downtown, **encourage shared use off-street parking** opportunities in private lots to provide parking for long-term users (helping to mitigate spill over in residential areas).

Strategy Description

Similar to **Strategy 8** for Downtown, the off-street system in the Bluff is significantly underutilized and has capacity to absorb additional demand for those seeking long-term parking options. As **Strategy 9** and **Strategy 11** change the on-street format in the Bluff, encouraging additional off-street opportunities will be an important option for visitors/customers wanting to stay longer than 3 hours.

Timeframe

Near-term implementation (6-18 months)

3.3. SYSTEM-WIDE RECOMMENDATIONS

The following recommendations are system-wide recommendations, which echo previous recommendations outlined in the 2009 plan as well as are strategies which are for the entire parking system, to provide key objective performance metrics from which decision can be informed and strategies can be pivoted from.

Strategy 14: Allow Exemption Requests to the Standard Time Stay

Action Statement

Create an exemptions process for Downtown/Bluff businesses to request on-street stalls that are not of the base parking standard (2-Hour/3-Hour), as a means to address quick trips to downtown (e.g., 30-minute stalls, loading zones, etc.).

Strategy Description

An important part of any on-street parking system is consistency with base time standards (2-Hours and/or 3-Hours in Oregon City's case), however, the base standard may not always be the right time standard for certain types of businesses, particularly those that rely on very high customer turnover. COVID and a changing economy have led to some behavior changes and businesses, especially retail, has had to adapt to these changes to thrive. For these businesses, such as restaurants, a shorter time stay may be necessary.

A possible draft exceptions process for granting exceptions to the base standard is outlined below. Criteria for evaluating high turnover spaces (as exceptions to the 2 or 3-Hour base standard) would include:

- **High turnover exception spaces will be located at ends of blocks (next to intersections)** to simplify signage and provide easy access (via convenient crosswalks) to all surrounding businesses. Ideally, exemption spaces should not make up more than 15% percent of stalls on a single block face. Exemption spaces, particularly in Downtown Oregon City, can serve businesses on both sides of the street.
- **High turnover exception spaces are limited to 30 minutes in the 2-Hour Base Zone.** It is important to limit the number and types of exceptions to the base standard.
- **High turnover exception spaces will be used for specific types of business.** The requesting business types must have a documented high percentage of short transactions. Examples are dry cleaners, post office/shipping retailers, and ticket agents. A more detailed list of businesses that have such high turnover needs should be established through a collaborative process between the City and the TDM Work Group and be reflective of business types unique to Downtown Oregon City and business types as suggested above.
- **High turnover exception spaces should not be granted where private parking spaces are available.** High turnover spaces will be limited or not approved for businesses that have adjacent off-street private parking lots or private garage spaces for short-term customers.
- **High turnover exception spaces will be used where on-street parking occupancy exceeds 85%.** Utilization data show that occupancy exceeds 85% during the peak hour on block faces adjacent to business, justifying a reduced base time stay standard.
- **High turnover exception spaces will be converted to the base standard where citation data indicate these spaces are not used for short stays.** If citations increase at the location of an exception space, the space is needed for longer-term stays and may be better served at the base standard.

Timeframe

Mid-term implementation (18-36 months)

Strategy 15: Continue Public Involvement in Parking Management

Action Statement

Establish a **Parking Advisory Committee** to review the Parking Management Plan and to maintain the role of downtown stakeholders, staff, and City leadership to assist in implementation of the updated strategies of this plan. [NOTE: the Oregon City TDM Work Group may already be fulfilling this role]

Strategy Description

Active participation by those affected by downtown and the Bluff parking management strategies is best accomplished through an established advisory committee that reviews the performance of the public parking system, serves as a sounding board for issues, periodically review the recommendations presented in this plan, and acts as a liaison to the broader stakeholder community as changes are implemented. The City should continue this process if filled by the Oregon City TDM Work Group.

An added charge for the TDM Work Group could be to assist the Enforcement Manager or parking staff in establishing key parking and access management performance measures that would be routinely quantified, tracked and published in a dashboard format in an Annual Downtown Parking Management Report (see **Strategy 16**). Tracking and communicating system performance, clearly documenting annual changes, and adjusting strategies in areas where performance is not met can be a catalyzing element of any city's parking management program.

Timeframe

Near-term implementation (on-going)

Strategy 16: Produce Annual Parking Performance Status Dashboard

Action Statement

Publish an annual Parking Performance Status Dashboard outlining key **parking metrics**, such as parking occupancy data, financial information, enforcement performance, etc.

Strategy Description

An annual status and performance dashboard will provide consistent tracking of performance measures (and fund status). The information could be presented as an annual summary as well as performance to previous operating years (e.g., three previous years).



An annual report provides transparency within the program and helps inform City leadership and the TDM Work Group of opportunities, challenges, strategy implementation progress, and system performance. This reinforces and facilitates decision-making. The report would be presented by the Enforcement Manager/City staff to City Commission and made available on the City's parking website.

Minimum performance “success measures” can be developed with the TDM Work Group. The measures bullet-pointed below are useful examples of metrics other cities track and incorporate into their annual summary reports. The final list of success measures should be developed in collaboration with the TDM Work Group and tailored to the Oregon City system.

- Downtown Parking Management District boundary (i.e., map)
- City lot locations and stall totals
- Rate schedules for on-street meters, off-street (by lot), and permits by type (on, off-street and residential)
- Revenue/Expense Summary
 - Program revenue
 - Program expenses
 - Surplus/deficit
- Number of permits sold (average month)
 - On-street permits (downtown)
 - Off-street permits (downtown)
 - Residential permits
- Citations issued
 - Number of citations issued / dollar value of citations
 - Number of citations voided, or waived / dollar value of citations voided or waived
 - Number of citations outstanding (unpaid)
- Peak Occupancy (as measured in **Strategy 17**)
 - On-street
 - Off-street by lot/garage
 - Areas of constraint (based on 85% Occupancy Standard)
 - Other measures of utilization (turnover, average length of stay, violation rate, etc.)
- Customer service (routine tracking and reporting of customer complaints, recommendations and other input from users and stakeholders)

Timeframe

Mid-term implementation (18-36 months)

Strategy 17: Measure Performance - Parking Utilization

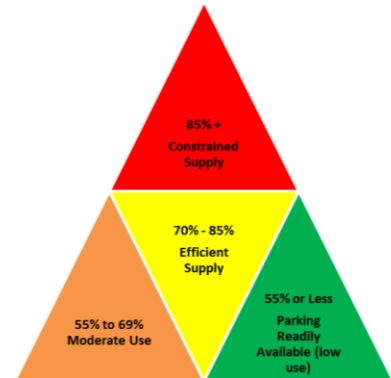
Action Statement

Develop a reasonable schedule of data collection to assess performance for both the Downtown and the Bluff.

Strategy Description

A foundational element of this parking management plan is the facilitation of decision-making with accurate data. The Guiding Principles, developed in 2009, referenced use of the 85% Occupancy Standard which requires routine data collection. Data can be used by the City and stakeholders to inform decisions (e.g., rates, fees, management of permit systems), track use, and objectively measure success.

As such, a system for routine data collection should be established. The system does not need to be elaborate, but it should be consistent and structured to answer relevant questions about occupancy, seasonality, turnover, duration of stay, patterns of use, and enforcement. Data findings should be published (see **Strategy 16**) and presented in a format that compares previous years. Parking occupancy and/or utilization studies and updates should be conducted at least every 2 – 3 years.



Occupancy and /or utilization data⁶ should, at minimum, be collected for:

- Downtown & the Bluff on-street parking (occupancy and/or utilization)
- Publicly owned off-street parking (occupancy)
- Adjacent residential parking areas, as necessary (occupancy and recording displayed permits)
- Private off-street facilities to measure shared parking opportunities (occupancy)

Timeframe

Mid-term implementation (18-36 months)

⁶ An *occupancy study* generally records parked vehicles within a supply on an hourly basis over a prescribed operating day (at minimum, hours of enforcement). A *utilization study* includes occupancy counts, but also records vehicle license plates and observed permits. A utilization study allows for measuring average durations of stay, number of permits in use, rates of stall turnover, and rates of violating time stays.

4.0 Summary

Despite the COVID pandemic, Oregon City is moving forward in the right direction, with a bustling and historic Downtown and continued growth and development changes on the Bluff. With growing visitor and customer demand, Oregon City will face additional pressure on its existing parking supply, so managing the on and off-street systems based on established performance measures will be important to minimize conflict, ensure efficient access for users, and continue to adhere to the established Guiding Principles for the system. The strategies above represent a toolbox of methods that reaffirm, update, and strengthen the 2009 Parking Management Plan.

This report recommends parking management strategies that directly address these issues through data analysis, observation, stakeholder input, and strategic partnerships. At this time, these updated strategies are in draft form and will require additional review and input from stakeholders, City staff, and the City Commission. This document is intended to facilitate conversations that will lead to affirmation of an updated plan that is adopted and actively implemented.

5.0 Strategy Summary Table

The following table summarizes the strategies recommended in **Section 3**. This summary can be used as a concise outline of all recommendations and as a checklist of actions recommended as updates to the 2009 Parking Management Plan.

Management Focus Area	Strategy	Action	Timeframe
Downtown	1: Reduce On-Street Permits Issued in the Downtown	Continue to reduce the number of on-street permits issued for use in the Downtown.	Near-Term (6-18 months)
	2: Reevaluate On-Street Monthly Permit Fees	Evaluate increasing fee of monthly parking permits in the public supply (on- and off-street) to honor 85% occupancy standard and to minimize existing waiting list (find market demand).	Near-Term (6-18 months)
	3: Standardize On-Street Meter Rates	Standardize all on-street meter hourly rates throughout the Downtown, so that hourly rates are consistent in all metered on-street stalls in Downtown Oregon City.	Near-Term (6-18 months)
	4: Eliminate On-Street No-Limit Stalls in the Downtown	Eliminate the remaining No Limit On-Street stalls downtown to encourage short-term visitor/customer stays and transition longer-term stays (3-hours plus) to off-street options or alternative modes.	Near-Term (6-18 months)
	5: Encourage Shared Use Off-Street Parking	Continue to encourage off-street shared use parking opportunities in private lots Downtown (for both employee and visitor uses).	Near-Term (6-18 months)

Downtown Strategic Parking Management Plan Update

Management Focus Area	Strategy	Action	Timeframe
	6: Reduce the Number of On-Street Long-Term Parking Stalls	Convert the 4 and 8-Hour stalls to 3-Hour stalls in Downtown to encourage short-term visitor/customer stays and transition longer-term stays (3-hours plus) to off-street options or alternative modes.	Near-Term (6-18 months)
	7: Adjust Enforcement Hours in Accordance with Current Parking Demand	Adjust enforcement hours to 10:00 AM – 7:00 PM to better account for parking use trends and support evening business hours.	Mid-Term (18-36 months)
	8: Initiate Saturday Enforcement	Extend enforcement to Saturdays to prioritize customer access to street-level businesses.	Mid-Term (18-36 months)
The Bluff	9: Implement 3-Hour Time Limits on Blocks Adjacent to Commercial Areas	Convert on-street No-Limit stalls abutting commercial zoned areas to 3-Hour time-limited stalls.	Mid-Term (18-36 months)
	10: Sell a Controlled Number of On-Street Employee Parking Permits	Allow a controlled number of on-street employee permits on commercial streets in proximity to the elevator.	Near-Term (6-18 months)
	11: Protect Residential Neighborhoods from Commercial Spill Over	Convert on-street No-Limit stalls abutting residential zoned areas to 2-Hour time-limited stalls or by permit.	Mid-Term (18-36 months)
	12: Expand Residential Parking Permit District	Expand the Bluff's residential permit program to mitigate any issues arising from commercial parking overspill into neighborhoods.	Near-Term (6-18 months)

Downtown Strategic Parking Management Plan Update

Management Focus Area	Strategy	Action	Timeframe
	13: Allow for and Encourage Shared Use Off-Street Parking on the Bluff	As in the Downtown, encourage shared use off-street parking opportunities in private lots to provide parking to long-term users (helping to mitigate spill over in residential areas).	Near-Term (6-18 months)
Reaffirm Previous Recommendations	14: Allow Exemption Requests to the Standard Time Stay	Create an exemptions process for Downtown/Bluff businesses to request on-street stalls that are not of the base parking standard (2-Hour/3-Hour), as a means to address quick trips to downtown (e.g., 15/30/60/90 minute stalls, loading zones, e-deliveries).	Mid-Term (18-36 months)
	15: Continue Public Involvement in Parking Management	Establish a Parking Advisory Committee to review the Parking Management Plan and to maintain the role of downtown stakeholders, staff, and City leadership to assist in implementation of the updated strategies of this plan. (NOTE: the Oregon City TDM Work Group may already fulfilling this role)	Near-Term (6-18 months)
System-wide Recommendations	16: Produce Annual Parking Performance Status Dashboard	Publish an annual Parking Performance Status Dashboard outlining key parking metrics, such as parking occupancy data, financial information, enforcement performance, etc.	Mid-Term (18-36 months)
	17: Measure Performance - Parking Utilization	Develop a reasonable schedule of data collection to assess performance for both the Downtown and the Bluff.	Mid-Term (18-36 months)

Appendix A: Inventory Summary Report

Appendix B: Data Summary Report



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 1/18/2023

SUBJECT:

City of Oregon City ballot measure and explanatory statement to authorize the dedication of a portion of Park Place Park as a street

STAFF RECOMMENDATION:

Staff recommends that the City Commission review and provide comments on the proposed ballot measure and explanatory statement to authorize the dedication of 40 feet of the north side of Park Place Park to be dedicated as a public street.

EXECUTIVE SUMMARY:

The proposed measure, if approved by the voters, would allow the City of Oregon City to dedicate 40 feet of the northern edge of Park Place Park as a public street 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. This new connection would 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 the park be needed.

BACKGROUND:

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.

Staff will incorporate changes recommended by the City Commission and bring back the final ballot measure and explanatory statement to the Commission meeting on February 1, 2023 for final approval. This measure will be placed on the May 16, 2023 ballot for consideration by the voters.

OPTIONS:

1. Staff recommends that the City Commission review and provide comments on the ballot measure and explanatory statement.

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. (162 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)



OREGON CITY

695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

April 14, 2021

To: City Commission of Oregon City

From: John M. Lewis, Public Works Director
Kendall Reid, Parks and Recreation Director
Laura Terway, Community Development Director

Re: Vehicular Access through Park Place Park

At the March 17, 2021, City Commission meeting, a representative of the Park Place Neighborhood Association (the PPNA) provided public testimony during the citizen comment portion of the agenda. PPNA's testimony concerned the potential future development of a vacant property adjacent to Park Place Park. The property, located at Clackamas County Map 2-2E-28BB, Tax Lot 1201, has right of way frontage/access only on Hiram Avenue right-of-way (ROW). This section of Hiram Avenue ROW is platted as 34 feet wide, currently under developed (14' wide gravel maintenance access), and extends from Cleveland Street to the north, extending through Park Place Park, essentially splitting the park into two park properties. The neighborhood expressed concern about what the impacts of a future improved street, or an improved single-family driveway would have on the Park and suggested the City acquire the vacant property to avoid the need for access improvements and, instead, expand the park. A variety of questions arose about the history of access in and around the park and this memorandum is intended to provide a high level of background information.

Figure 1: Map of Properties which Currently or Potentially May Need Take Access from the Park



Access Through the Park

Park Place Park is divided into two separate parts located on either side of Hiram Avenue. Hiram Avenue is a dedicated public right-of-way and was excluded from the description for the park when Park Place Park was designated as a charter protected park. Hiram Avenue is currently minimally improved, with a limited width gravel surface running between the park sections. In addition to access through Park Place Park, the Hiram Avenue ROW also includes a South Fork Waterboard Water Transmission Main, and Oregon City sewer and stormwater lines. The minimally improved right-of-way is depicted in Figure 1 as grey. Because Hiram Avenue is not a fully built-out street, a visitor to the park may see the existing service road at the intersection of Hiram Avenue and Cleveland Street and assume the remaining portion of Hiram Avenue is part of the park or, north of the park boundary, private property.

The Hiram Avenue right-of-way could be preserved as is without further construction, additional infrastructure (such as a street or additional utilities) could be built in the right-of-way, or portions of the right-of-way could be vacated so that the land returns to the adjacent owners (Park Place Park).

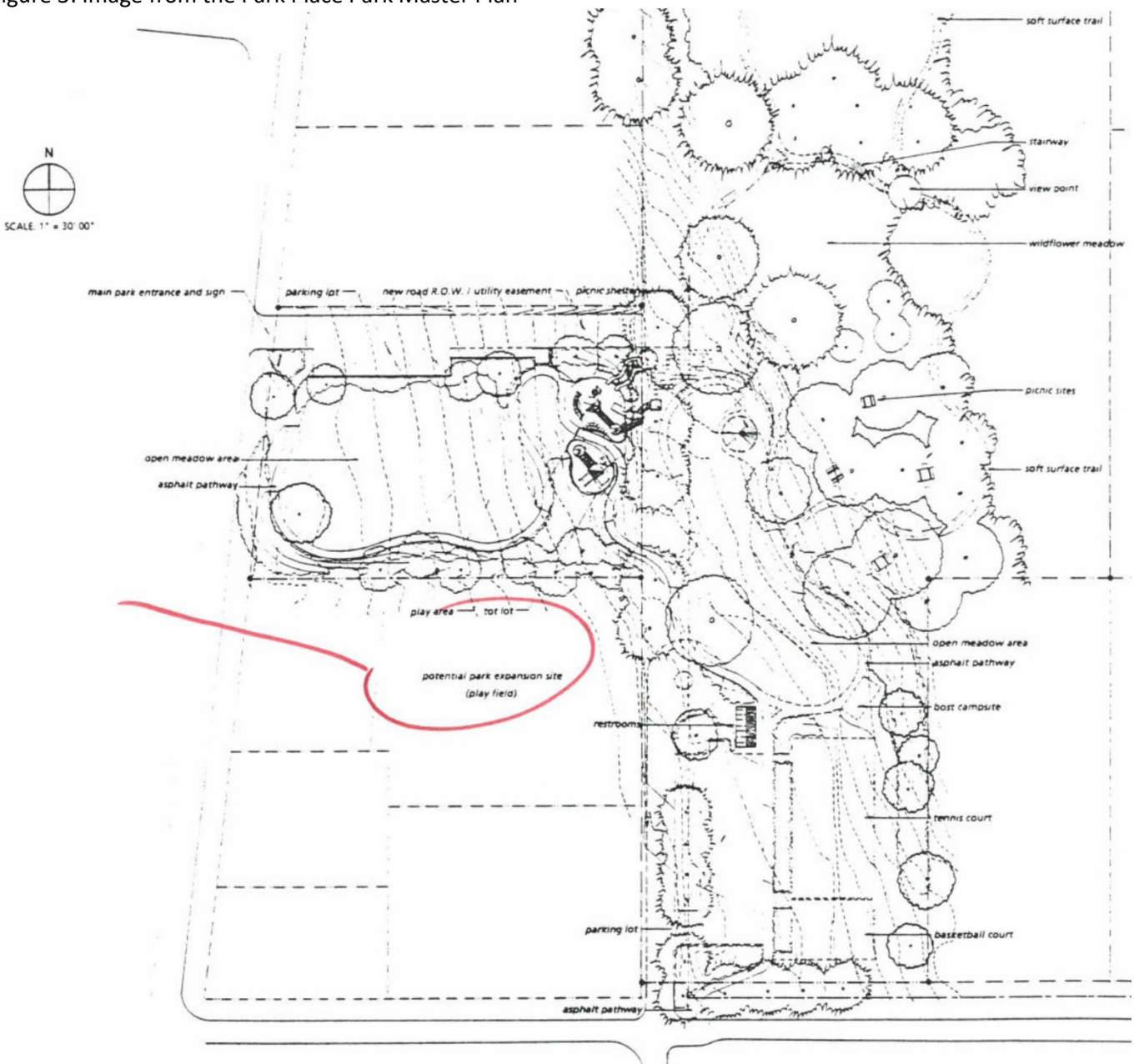
What Does the Park Place Master Plan Say About Hiram Avenue?

The City and community worked together to create a Master Plan for Park Place Park 25 years ago. The plan was finalized in 1995 and adopted by the City Commission in early 1996. The Master Plan acknowledged the existence of Hiram Avenue through the middle of the park and suggested revising the roadways so that the Hiram Avenue right-of-way does not bisect the park. The revised design contemplated by the plan would terminate Hiram Avenue extending north roughly 300 feet from Cleveland ending at a new a turnaround near the restrooms and Camp Host camp site. The portion of Hiram Avenue adjacent to the children's playground and the upper open area could be vacated to allow the core of the park user area to be "a continuous, uninterrupted park." Access to the north end of Hiram Avenue, beyond the children's playground, was envisioned to be accessed via a new 40 foot wide right of-way that would extend from Front Avenue across the northern portion of the parking lot to Hiram Avenue, and then a street extension or private driveway allowed along the remainder of the Hiram Avenue right-of-way could provide access to the undeveloped properties north of the park.

Figure 2: Conceptual Location of the Rerouted Hiram Avenue Anticipated in the Park Place Master Plan



Figure 3: Image from the Park Place Park Master Plan



The Master Plan anticipated that the new roadway would be constructed when development north of the park occurred. Given that many of the properties have been constructed years ago and development restrictions have grown to limit the density of new construction on a hillside, there are now very few vacant lots that are anticipated to take access off of Hiram Avenue north of Park Place Park. Any new development would be expected to shoulder the cost of constructing the roadway; however, there are some constitutional restraints on the costs the City can impose on development and it is possible that the City may not be able to require development of the roadway to full or even constrained City street standards. Though the exact design of the roadway could be varied through a public land use approval process, the steep topography and the low volume adds to the design considerations, and in the end the design could resemble more of a driveway than a City street. The

1996 Master Plan did not address provision of water distribution or even water service for the new Hiram development which would be required to be extended from Cleveland Street or Front Avenue.

Is There a Need to Complete Hiram Avenue or Allow a Road or Driveway Through the Park?

The need to construct a new Hiram Avenue or driveway depends on a few factors. The City has not placed the construction of the street on any funded capital project list because the land is significantly steep, the potential for additional development adjacent to the existing roadway is generally low, and there are higher priority transportation needs.

However, there are a few properties that currently take access through the park or may need to take access through the park if developed in the future.

- An existing property at 16158 Front Avenue, takes access from the parking lot of the park on Front Avenue. The property was created via partition around 1996 and, at that time, the City required the parcel to take access through the park. Correspondence from that time indicated that the parking lot access would be replaced with a new 40' road connecting Front Avenue to Hiram Avenue. Though the access was part of the approval, no access easement was ever recorded.



- The vacant site directly north of the Park Place Park (Clackamas County Map 2-2E-28BB, Tax Lot 1201) may be developed with a single-family home. Though the property is large, in early 2020 the City conducted some preliminary research in response to a request to build a home on the property and determined that the property could not safely be constructed with more than one home due to the steep slopes. No development application has been submitted, and if one is submitted in the future, it will require a public review process. The lot was likely created in Clackamas County prior to being annexed to the City and has not been altered since at least 1972.
- Another vacant site is located at the north end of unbuilt Hiram Avenue with no other direct access from a right-of-way at Clackamas County Map 2-2E-21CC, Tax Lot 600. Detailed research has not been conducted on the developability of the site, though it is almost entirely within a geologic hazard overlay, yet it also is of sufficient size to legitimately accommodate a single-family home. The lot was also likely created in Clackamas County before annexation and has not been altered since at least 1972.

How does the Charter Park play into the Hiram Avenue Decision?

In September of 2018, the City designated Park Place Park as a Charter Park, subject to the provisions of the Oregon City Charter. As Hiram Avenue is not part of the park property, the land in the Hiram Avenue right-of-way is not part of the designated Charter Park. Chapter X Section 41 of the Charter prevents the transfer, sale, vacation, or major change in use of city parks without first obtaining an approving vote of the legal voters of this city. This does not place any limit on the development of the Hiram Avenue right-of-way, but does mean that any new actions that limit the use of the park would need voter approval.

Staff believes that recording the current access of the existing home across the parking lot is not subject to voter approval because it was required with the land division in 1996 and the City granted access at that time and allowed it to be continued to the present. This all occurred well before the park was designated as a charter park in September of 2018. The existing single-family access is only available over the western portion of the connection between Front and Hiram. The City cannot dedicate the property identified in the Park Place Master Plan as right of way without a Charter mandated vote of the people.

Previous City Discussions About Hiram Avenue around Park Place Park

- The properties adjacent to the north of the park were created by a land division in 1992.
- The City acquired most of the Park Place Park land from the Park Place Water District in 1994.
- The City approved a partition resulting in one lot splitting into two lots north of the parking lot from Front Avenue in 1995. The approval includes findings that acknowledge a future roadway on the north side of the parking lot, which once built would provide access to Hiram from Front Avenue. Hiram could then be developed further to the north of the connection, though a portion of Hiram Avenue ROW to the south would be vacated to become a part of Park Place Park.
- The City worked with the Community to create and adopt a Master Plan for Park Place Park in 1996.
- In 2018, the City designated Park Place Park as a Charter Park. This did not extend to the Hiram Avenue right-of-way, though it does extend to the portion of the parking lot anticipated to become a roadway connecting Front Avenue to Hiram Avenue.
- In 2020, a pre-application meeting request to research the potential of building a home on the vacant property directly north of the park occurred. Any future development will require a public review due to the steep slopes of the site.

Options Available to the City

At this point, no development has been proposed that would require the development of Hiram Avenue through Park Place Park; however, it is possible that one could be filed in the future and Oregon law would require that the City allow the property to access Hiram Avenue. There are several options the Commission could take in anticipation of such a development:

- Take no action at this time. The City could take no action at this time and, should a development in the area be proposed, evaluate the proposal under the code in effect at that time. This would result in limited current costs to the City but would run the risk of a potential development resulting in access being taken within the existing Hiram Avenue right of way.
- Voter Approval of Access. The City could send a measure to the citizens of the City asking for voter approval of the connection between Front Avenue and Hiram Avenue. This approach would preemptively address the potential for the future development of Hiram Avenue and would provide for a less-disruptive access if the measure were successful. This would require some up-front costs in holding the election and it also runs the risk of the measure being unsuccessful. This also may have development costs to build the Hiram connection and utility connections that would be considered off site and beyond what the City can legally ask of the developed of an existing platted lot.
- Purchase Property. The City could seek to purchase some or all of the property that would otherwise take access off of Hiram Avenue. This purchase could be either through negotiation or condemnation. A purchase of the property would resolve the risk of the future development

of Hiram by development and could result in a larger Park Place Park. Purchase of the property in question would not resolve the potential development of the second vacant parcel at the north end of Hiram Avenue. The Parks Master Plan did not anticipate an expansion of the park in this direction and the suitability of this area for addition to the park has not been studied. Additionally, this would result in costs to the City of purchasing the property.

- Allow access within the existing Hiram Avenue right-of-way. The City could determine that should the properties to the north of Park Place Park develop, the existing Hiram Avenue right of way would be the route utilized to access the properties.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 04/21/2021
From: Public Works Director John Lewis
Parks and Recreation Director Kendall Reid
Community Development Director Laura Terway

SUBJECT:

Discussion of Vehicular Access through Park Place Park

STAFF RECOMMENDATION:

Staff recommends the Commission proceed with implementation of the Park Place Master Plan and place on the ballot for voter approval the dedication of right of way on the northern portion of the park parking lot to provide a right-of-way connection from Front Avenue to Hiram Avenue.

EXECUTIVE SUMMARY:

At the March 17, 2021 City Commission meeting, a representative for the Park Place Neighborhood Association testified that the neighborhood association is concerned about future development of a vacant property adjacent to Park Place Park. The property, located at Clackamas County Map 2-2E-28BB, Tax Lot 1201, has right of way frontage/access only on Hiram Avenue. This section of Hiram Avenue is platted at 34' in width and is currently developed with a 14' wide gravel maintenance access which is located in the park. The neighborhood expressed concern about the impacts that a future improved street or an improved single-family driveway could have on the park and suggested the City acquire the vacant property to avoid the need for access improvements and instead expand the park. This discussion is meant to provide background to the City Commission in order for the Commission to provide policy direction.

BACKGROUND

At the March 17, 2021 City Commission meeting, a representative for the Park Place Neighborhood Association testified that the neighborhood association is concerned about future development of a vacant property adjacent to Park Place Park. The property, located at Clackamas County Map 2-2E-28BB, Tax Lot 1201, has right of way frontage/access only on Hiram Avenue. This section of Hiram Avenue is platted at 34' in width and is currently developed with a 14' wide gravel maintenance access which is located in the park. The neighborhood expressed concern about the impacts of a future

improved street, or an improved single-family driveway could have on the park and suggested the City acquire the vacant property to avoid the need for access improvements and instead expand the park.

The Park Place Park Master Plan identified rerouting a portion of Hiram Avenue so that it no longer split the park in two, but the project has not been implemented. The altered route includes vacating a portion of Hiram Avenue in the middle of the park and going to a vote of the public for approval to dedicate right of way along the northern portion of the parking lot property to provide a connection from Front Avenue to Hiram. Staff reviewed existing and future vehicular accessways through the park and identified a home that is currently accessed through the parking lot on Front Avenue as well as two vacant properties north of the park with potential for development in the future.

No development has been proposed that would require the development of Hiram Avenue through Park Place Park at this time; however, it is possible that this could occur in the future and Oregon law would require that the City allow the property to access Hiram Avenue for ingress and egress. There are several options the Commission could take in anticipation of such a development:

- Place the question of right of dedication of a portion of the park as identified in the Park Place Master Plan on the ballot for voter approval
- Purchase the property through negotiation or condemnation
- Take no action at this time
- Allow access to the property along the existing Hiram Avenue as platted

OPTIONS:

1. Provide direction;
2. Identify additional information needed to aid in providing direction and continue the item.

BUDGET IMPACT:

Amount: Unknown

FY(s):

Funding Source(s):



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 01/18/2023

SUBJECT:

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

STAFF RECOMMENDATION:

Staff recommends that the City Commission of Oregon City review and approve the proposed 11th Amendment to the Urban Renewal Plan by passing Ordinance No. 22-1010, an Ordinance Of The City Of Oregon City Approving The Eleventh Amendment To The Downtown/North End Urban Renewal Plan.

EXECUTIVE SUMMARY:

On December 21, 2022, the Urban Renewal Commission approved the following amendments featuring the following updates/changes:

The amendment features the following updates/changes:

- The plan constitutes the 11th amendment to-date
- Is Classified as a City-Commission-Approved amendment because it authorizes additional projects, activities, and/or programs estimated to cost in excess of \$500,000 in 2022 dollars over the duration of the plan and there are projects identified in the plan that will require City Commission approval to develop.
- Provides more emphasis on the goals associated with the City's Comprehensive Plan
- Incorporates the Urban Renewal Commission's vision and framework for decision-making with regard to project selection.
- Categorizes projects as public/private partnerships, publicly owned properties, and public infrastructure projects.
- Lists and identifies the projects that are a priority to the Urban Renewal Commission.
- The maximum amount of indebtedness of the Plan does not change.
- Contains a disclaimer recognizing that Section 59 of the Oregon City Municipal Code related to Urban Renewal is no longer enforceable as ordered on

December 15, 2022 by the Clackamas County Circuit Court (Court #16CV42887), Court of Appeals (#A167583).

BACKGROUND:

On October 5, 2022, Urban Renewal Commission identified the following projects as priorities: Rossman Landfill, Clackamette Cove, and the Stimson Property.

At its December 7, 2022 meeting, staff provided further information on each project. In addition to more project descriptions, staff provided suggested investment ranges and non-engineered estimates with regard to private investments.

New Urban Renewal Commission member Michael Mitchell stated his project choices in order of priority. They were:

- 1) Rossman Landfill/End of the Oregon Trail
- 2) The County Courthouse
- 3) The Cove
- 4) The Stimson Property
- 5) Quiet Zone

Though not identified as priority projects most URC members agreed that the second bunch of projects would include the County Courthouse, End of the Oregon Trail Interpretive Center, Quiet Zone, and 12th and Main Street.

URC member Shawn Cross made a motion to approve the project list as proposed. URC Commissioner McGriff provided further clarification to motion to read:

Review the proposed draft amendment of the Urban Renewal Plan, identify projects that are considered important to be included in the plan and require all projects that will need private investment to go through the Urban Renewal Commission's "Framework for Decision-Making" prior to funding. The motion was unanimously approved.

The Revised Urban Renewal Plan (City Commission-Approved Amendments)

This will be the 11th amendment to the Downtown/North End Plan. The proposed amendment is not a substantial amendment to the plan because it does not add land to the current boundary of the Urban Renewal District, and it does not increase the amount of maximum indebtedness to be issued or incurred.

The amendment features the following updates/changes:

- The plan constitutes the 11th amendment to-date
- Is Classified as a City-Commission-Approved Amendment because it authorizes additional projects, activities, and/or programs estimated to cost in excess of \$500,000 in 2022 dollars over the duration of the plan and there are projects identified in the plan that will require City Commission approval to develop.

- Provides more emphasis on the goals associated with the City's Comprehensive Plan
- Incorporates the URC's vision and framework for decision-making with regard to project selection.
- Categorizes projects as public/private partnerships, publicly owned properties, and public infrastructure projects.
- Lists and identifies the projects that are a priority to the Urban Renewal Commission.
- The maximum amount of indebtedness of the Plan does not change.
- Contains a disclaimer recognizing that Section 59 of the Oregon City Municipal Code related to Urban Renewal is no longer enforceable as ordered on December 15, 2022 by the Clackamas County Circuit Court (Court #16CV42887), Court of Appeals (#A167583).

Staff recommends that the Oregon City Commission review and approve Ordinance NO. 22-1010, AN ORDINANCE OF THE CITY OF OREGON CITY APPROVING THE ELEVENTH AMENDMENT TO THE DOWNTOWN/NORTH END URBAN RENEWAL PLAN.

OPTIONS:

1. Review and approve the proposed 11th Amendment to the Urban Renewal Plan.
2. Do not approve the proposed 11th Plan Amendment to the Urban Renewal Plan.

ORDINANCE NO. 22-1010

AN ORDINANCE OF THE CITY OF OREGON CITY APPROVING THE ELEVENTH AMENDMENT TO THE DOWNTOWN/NORTH END URBAN RENEWAL PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

WHEREAS, The Oregon City Urban Renewal Commission (URC) has prepared and has proposed to the City Commission an Eleventh Amendment to the Downtown/North End Urban Renewal Plan (the Plan) that will require the Plan's amendments to be approved by the City Commission; and

WHEREAS, such Eleventh Amendment to the Plan has been prepared in conformity with the requirements of ORS 457.085 and with the public involvement in all stages of the development of the plan; and

WHEREAS, pursuant to ORS 457, the City Commission of Oregon City has reviewed the Eleventh Amendment to the Plan; and

WHEREAS, the City Commission finds the Eleventh Amendment to the Plan should be adopted and approved, based on the findings listed below; and

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Findings. In support of adoption of the Eleventh Amendment to the Plan, the following findings of fact and conclusions are adopted:

FINDINGS:

1. The area described in the Eleventh Amendment to the Plan is blighted.
2. Rehabilitation and redevelopment is necessary to protect the public health, safety, or welfare of the City of Oregon City.
3. The Eleventh Amendment to the Plan conforms to the City's Comprehensive Plan and economic development plans of Oregon City as a whole and provides an outline for accomplishing the urban renewal projects the Plan proposes.
4. The real property provided for in the Plan is necessary to effectuate the purpose of the Plan.
5. Adoption and carrying out of the Plan is economically sound and feasible.
6. Oregon City shall assume and complete any activities prescribed by the Plan.
7. Oregon City hereby incorporates by reference the Eleventh Amendment to the Plan, attached to this ordinance as Exhibit A, as support for its Urban Renewal Plan.

Section 2. Conclusions.

1. The City Commission hereby adopts and approves the Eleventh Amendment to the Plan, pursuant to the provision of ORS Chapter 457, and directs the City Recorder to publish notice of the adoption of this ordinance in accordance with the requirements of ORS 457.115.

2. The City Commission hereby directs the City Recorder to record a copy of the ordinance approving the Eleventh Amendment to the Plan with the Recording Office of Clackamas County, pursuant to ORS 457.125 and directs the City Recorder to send a copy of this ordinance to the Oregon City Urban Renewal Commission.
3. Pursuant to ORS 457.135 this amendment having been adopted in conformance with all applicable legal requirements will be conclusively presumed valid for all purposes 90 days after adoption of this amendment by ordinance of the governing body of the municipality and no direct or collateral attack on the action may be commenced after April 4, 2023.

Read for the first time at a regular meeting of the City Commission held on the 4th day of January, and the City Commission finally enacted the foregoing ordinance this 18th day of January 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this day of January 2023,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A

Urban Renewal Plan
Downtown / North End

THROUGH PROPOSED 11TH PLAN AMENDMENT

CITY OF OREGON CITY, OREGON
CITY URBAN RENEWAL AGENCY
January 2023

Prepared by:

City of Oregon City Staff

Anthony J. Konkol, III, City Manager
James N. Graham, CECD., Economic Development Manager
Matthew R. Zook, Finance Director
Aquilla Hurd-Ravich, Community Development Director



Consultant:

GEL Oregon, Inc.
220 NW Oregon Avenue, Suite 202
Bend, Oregon 97701



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Urban Renewal Plan and Amendments

This Plan incorporates all text plan amendments through July 31, 2022 and proposed amendments with the 11th Plan Amendment (August 2022).

Sequence and Purpose of Amendments

1st Resolution 91-01, Sept. 25, 1992

Inserts latest date for bonded indebtedness

2nd Ordinance 95-1017, Sept. 20, 1995

Authorizes acquisition of Stimson property

3rd Resolution 96-02, Dec. 4, 1996

Adds Tumwater Sewer as a project activity

4th Ordinance 98-1014, June 17, 1998

Inserts maximum indebtedness per BM50

5th Ordinance 00-1012, May 3, 2000

Changes to goals, extensive revisions to working of project activities, acquisition and amendment procedures

6th Ordinance 00-1029, December 6, 2000

Authorizes 10th & Main Street property acquisition and Stimson parcel as two Lots

7th Ordinance 01-1016, May 16, 2001

Authorizes acquisition of Art's Cafe

8th Ordinance 02-1003

Authorizes property acquisition at 7th and Railroad, TL 22E31AB06500

9th Ordinance 07-1001

Authorizes potential acquisition of comprehensive list of properties (as per Oregon City Futures, economic development plan, etc.)

10th Ordinance 07-1014

Substantial plan amendment to increase maximum indebtedness to \$130,100,000.

11th Ordinance - 22-1010

City-Commission-Approved Amendment authorizes additional projects, activities, and/or programs estimated to cost in excess of \$500,000 in 2022 dollars over the duration of the plan and there are projects identified in the plan that require City Commission approval to develop.

Note: Not all Plan Amendments Required Changes to the Report.

100. Introduction

The purpose of this Plan is to implement strategies that will eliminate blighting influences found in the Urban Renewal Area and to implement goals and objectives of Oregon City's Comprehensive Plan, and the "Oregon City Futures" report on Economic Development created in 2004.

Originally adopted on December 19, 1990, an Urban Renewal Plan for the Downtown area came into being and was the only urban renewal plan for the Downtown area. In 1990, the Oregon City Commission amended the Oregon City Downtown Renewal Plan of 1983 to remove the downtown area from the plan, to add project activities, and to rename the 1983 plan the Hilltop Urban Renewal Plan. The Hilltop Urban Renewal District was closed in 2005 and saw a 1.100% increase in assessed value.

In October of 2004, a report, *Oregon City Futures*, was prepared by Leland Consulting Group, Real Estate Strategists, and StastnyBrun Architects, Inc. that described a strategy to assist Oregon City in implementing its Metro 2040 designation. As a result of an extensive public involvement process initiated by the City in March 2004, The Futures Report gave considerable attention to the designation by Metro of Oregon City as a Regional Center in Metro's Region 2040 Growth Concept (one of seven such designations within the Portland Metro area). The report provided a series of recommendations on policy issues and development strategies to realize economic development success citywide and achieve the objectives of the Urban Renewal Plan.

Regional Center

Oregon City is one of seven Regional Centers designated in the Metro Region 2040 Growth Concept, which covers the entire tri-county area of Clackamas, Multnomah, and Washington counties. The term Regional Center is described as a concentration of activity and investment that serves an area of activity and investment for several cities.

The Urban Renewal District plays a major role in helping transform Oregon City into a true Regional Center. The Urban Renewal District is not only a designated geographic area within Oregon City, but it is an economic development tool that provides an opportunity to attract and create real estate investments and develop programs that help to further its adopted vision.

Oregon City/North End Plan

The Urban Renewal Advisory Committee and City Commission directed staff to prepare a new Urban Renewal Plan for downtown Oregon City, and to include additional areas adjacent to the downtown that suffer from blighting conditions. In 2007, a new plan named the Downtown Oregon City/North End Urban Renewal Plan was developed. It is the only Urban Renewal District designated in Oregon City as of 2007.

200. Definitions

The following definitions will govern the construction of this Plan unless the context otherwise requires:

"Agency, Renewal Agency, or Urban Renewal Agency" is a separate municipal corporation responsible for governing Oregon City's existing designated urban renewal area. ORS 457.045 provides that a municipality's governing body may choose to exercise the powers of a separate entity that has the authority to provide direction and approval of projects and programs to invest in and improve a specific geographic area of the City.

"Blighted Areas" means areas which, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community; and are characterized by the existence of conditions as described in ORS 457.010.

"City" means the City of Oregon City, Oregon.

"City Commission" means the elected governing commission of the City of Oregon City, Oregon.

"Comprehensive Plan" means the City's Comprehensive Land Use Plan and the implementation of ordinances, policies, and development standards.

"County" means the County of Clackamas, State of Oregon.

"Displaced" person or business means any person or business who is required to relocate as a result of action by the Urban Renewal Commission to vacate a property for public use or purpose. The methods to be used for the temporary or permanent relocation of such persons living in, and businesses situated in the Urban Renewal District shall be in accordance with State Law as specifically set forth in ORS 281.045 to 281.105.

"Exhibit" means an attachment, either narrative or map, to the Urban Renewal Plan

"Goal" means a general idea of the future or desired result envisioned as depicted in Section 500 of this Plan.

"Objective" means a definitive and measurable result toward an overall goal as identified in Section 500 of this plan.

"ORS" means Oregon Revised Statutes (State Law) and specifically Chapter 457 thereof.

"Plan, Renewal Plan, Urban Renewal Plan" means the Urban Renewal Plan for Downtown Oregon City, the boundaries of which are indicated in Exhibits 1 and 3

"Planning Commission" means the Planning Commission of the City of Oregon City, Oregon.

"Project, Activity or Project Activity" means any undertaking or activity within the plan District, such as a public improvement, street project or other activity, which is authorized and for which implementing provisions are set forth in the Urban Renewal Plan.

"Regional Center" indicates a designation in Metro's 2040 Growth Concept Plan, describing a concentration of activity and investment that serves an area of multiple cities and towns.

"Report" refers to the report accompanying the urban renewal plan as provided in ORS 457.085 (3).

"State" means the State of Oregon.

"Tax Increment Financing" refers to a method of financing urban renewal project activities through a division of ad valorem taxes, as provided in ORS 457.420 through 457.450.

"Taxing Bodies" refers to governmental bodies levying taxes within the Urban Renewal Area.

"Text" means the Urban Renewal Plan for the Downtown Oregon City Urban Renewal Plan, Part One: Text and Exhibits.

The boundary of the Urban Renewal District comprises approximately 855 acres including the Downtown area, Clackamette Cove, the landfill redevelopment site, the Washington/7th Corridor, and the End of the Oregon Trail Interpretive Center. The boundary of this Urban Renewal Plan is shown as Exhibit 1 of this Urban Renewal Plan. A legal description of the Urban Renewal District is depicted in Exhibit 2 of this Plan.

400. THE VISION STATEMENT OF THE OREGON CITY URBAN RENEWAL COMMISSION

Oregon City is a historically, culturally, and geographically unique place in the Portland Metro Region. It was established in 1829 and in 1844 was the first incorporated city west of the Missouri River. The community's history establishes it as the State's original hometown. In Oregon City there are historic houses, museums, and the Willamette Falls situated within the community that stand as testament to the City's historical significance to the State of Oregon and to the United States.

Oregon City is one of the hubs of the Portland Metro Area. It seeks to attract visitors, new residents who appreciate the community's commitment to quality of life. The City's core is a recognizable, vibrant destination with public and private investment in small-scale shops, a mix of restaurants, and cultural amenities that reflect the area's diversity.

Within the Urban Renewal District ("the District") it is envisioned that residents will live, work, and play while having access to various amenities including vibrant visitor experiences that will attract the public during both the day and night; well-presented historical venues will provide visitors with different vantage points of the community's past; enjoyable recreational opportunities of various types and venues will be established; livable environs will exist that enhances one's quality of life, efficient transportation options will move people in and around the District; and sound investments in public infrastructure will be made to complement and support private investment.

Overall, the District's project expenditures are fiscally conservative and do not saddle future generations with long term environmental or economic burdens. For-profit business operations provide long-term employment, helps broaden the tax base, and provides a positive rate of return to the District.

500. GOALS AND OBJECTIVES OF THE URBAN RENEWAL COMMISSION

By accomplishing the following goals, the District becomes an important economic development tool that contributes to the realization of the Urban Renewal Commission's vision:

A. LIVABILITY

Livability is about building community amenities that enhance the quality of life through action to improve local environments and provide safe conditions in places where people live.

The following objectives are essential in accomplishing the goal of livability:

Objectives

- Protection of community neighborhoods' unique identities, locating tourism amenities in appropriate places except neighborhoods
- Provision of various housing options with different price points
- Presence of unique shopping amenities

- Existence of recreational opportunities
- Offering of varied dining options
- Establishment of quality childcare services
- Provision of good water quality
- Development of good job opportunities
- Creation of efficient multi-modal transportation services
- Presence of safe living conditions
- Existence of a quiet zone along the railroad route downtown

B. TOURISM OPPORTUNITIES

Creating an environment that offers amenities that establish a sense of vitality, excitement and wonder and attracts visitors during the day and the night. The District will offer amenities that are designed to solidify the City's brand as being Oregon's Hometown.

The following objectives will enhance tourism not only within the district but throughout the community:

Objectives

- Enhanced and upgraded End of the Oregon Trail Interpretive Center
- Increased use and improved Amtrak Train Station
- Increased use of the Clackamette Park RV area
- Projects that complement and enhance the downtown
- Hotels and convention meeting space
- Visitor parking
- Transportation options including shuttles and/or trolleys
- River transportation and recreational opportunities
- Public restrooms
- Transportation linkage(s) between tourism destination assets
- Good water quality (Cove, Clackamas, and Willamette Rivers)
- Willamette Falls Legacy Project

C. RECREATIONAL OPPORTUNITIES

The ability to establish recreational opportunities offering various types of outdoor and indoor amenities, man-made and/or natural and can contribute to a higher quality of life for residents. Investments in establishing the type of recreational investments supported by the Urban Renewal Plan are necessary in accomplishing this goal.

Objectives

The following investments are important to increasing recreational opportunities within the district:

- Trails, Biking, Walking
- Good water quality (Cove, Willamette, and Clackamas Rivers)
- Accessible recreation at Clackamette Park and Jon Storm
- Increased accessibility to the Cove, Willamette, and Clackamas Rivers

New investments in a variety of infrastructure projects are designed to help mitigate the challenges of growth in the district to allow visitors to enjoy all of the amenities that the District has to offer.

Objectives

As visitors drive into Oregon City, the provision of the following assets will assist them to move in and around the District from one end to the other and to engage in various events and activities taking place.

- Public restrooms
- Lighting enhancements downtown
- Quiet Zone along the railroad route downtown
- Adaptive reuse of existing properties
- Walking and Biking Trails
- Adaptive reuse of existing buildings (i.e., seismic, ADA, etc.)
- Visitor parking structure(s)
- Multi-modal transportation

The attributes of livability, infrastructure improvements, recreational and tourism opportunities are interdependent and serve to enable the District to provide a positive rate of return and help Oregon City solidify its status as a regional center within the Portland Metro Region.

600. RELATIONSHIP TO CITY'S COMPREHENSIVE PLAN

A. City of Oregon City's Comprehensive Plan

ORS 457.085 requires that an Urban Renewal Plan relate to definite local objectives. The City's Comprehensive Plan considers a wide range of goals and policies relating to land uses, traffic, transportation, public utilities, recreation and community facilities, and other public improvements. Specific goals, objectives, and policies, which relate to the City's Comprehensive Plan are found in that Plan. This updated Urban Renewal Plan is consistent with the goals, objectives and policies found in the City's Comprehensive Plan.

As amendments to the Comprehensive Plan are made from time to time in order to reflect the goals of the community, this Urban Renewal Plan will be amended as needed in order to remain consistent to the Comprehensive Plan.

B. Overall Goals as Stated in "Oregon City Comprehensive Plan:"

a. *Healthy and Welcoming Communities*

1. Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.
2. Acknowledge, protect, enhance, and commemorate Oregon City's historic and cultural resources.
3. Strengthen well-being and quality of life across all Oregon City neighborhoods by creating places that are safe and comfortable with convenient access to community services.

4. Integrate diversity, equity, and inclusion (DEI) best practices when evaluating all city functions, including land use strategies, programs, and regulations.
5. To fulfill Metro Region 2040 Growth Concepts, that are consistent with the City's Comprehensive Plan.

b. Diverse Economy

1. Provide opportunities for a variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.
2. Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.
3. Guide growth and development in a manner that implements the City's 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.
4. Encourage and support new development that incorporates supportive community features and sustainability principles in site design and building construction.
5. Establish, and amend when appropriate, the Urban Growth Boundary in the unincorporated area around the city that contains sufficient land to accommodate growth during the planning period for a full range of city land uses, including residential, commercial, industrial, and institutional.

c. Connected Infrastructure

1. Provide a safe, comfortable, and accessible transportation network that serves all modes of travel, including nonmotorized modes.
2. Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.
3. Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.
4. Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

d. Protected Environment

1. Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.
2. Conserve, protect, and enhance the function, health, and diversity of the City's natural resources and ecosystems.
3. Ensure the safety of residents and property by supporting plans, programs, and investments that minimize the impacts of future natural hazard events and aid in rapid response and recovery.
4. Ensure the environmental and economic health of the Willamette River Greenway (WRG) as a key feature of Oregon City and the broader region

700. Proposed Land Uses

A. Land Use Plan

The Land Use Plan consists of the Land Use (Plan Map (Exhibit 3) (showing the Comprehensive Plan designations of property within the District), the Zoning Map (Exhibit 4) (Showing the zoning designations of property within the District), and the descriptive material and regulatory provisions contained in this Section (both those directly stated and those herein included by reference).

This Plan shall be in accordance with the approved Comprehensive Plan of the City of Oregon City and with its implementing ordinances and policies. The use and development of land in the Urban Renewal District (including maximum density and building requirements) shall be in accordance with the regulations prescribed in the City's Comprehensive Plan, Zoning Ordinance, City Charter, or any other applicable local, state or federal laws regulating the use of property in the District. The Zoning classifications correspond to the Comprehensive Plan designations.

Land uses proposed for sites within the Urban Renewal District are indicated in the project list of this updated version of the Urban Renewal Plan.

B. Plan and Design Review

The Urban Renewal Commission shall be notified of any building permit, conditional use or other development permits requested within the District. Redevelopers, as defined in this Plan, shall comply with obligations identified in Section 1100 of this Plan.

800. Outline for Development

The Urban Renewal District initiative is designed to treat the causes of blight and deterioration in the District. This Urban Renewal District is characterized by underdevelopment, and unproductive conditions of land. Conditions that impair development include inadequate streets, traffic circulation problems, environmental-related challenges and inadequate public facilities and utilities. Project activities to treat these conditions may include, but are not limited to:

- Street and related improvements, to improve access to land in the project area, and improve traffic safety and circulation.
- Parking improvements, to improve the supply of public parking spaces and parking management in support of commercial and recreational uses.
- Streetscape and pedestrian improvements, to improve the safety and aesthetic character of Area streets in order to enhance streets for commercial activities.
- Park and recreation improvements, to meet the recreation needs of Oregon City residents and visitors, and to take advantage of the recreation potential offered by the Willamette and Clackamas Rivers.
- Storm drainage, water, and sewer improvements, to permit more productive use of land in the area.

- Development assistance programs, to assist property owners and tenants to renovate existing structures, and to develop areas consistent with the Comprehensive Plan.
- Public facility and services improvements, to improve the services needed for the Area.
- Disposition and Redevelopment of Land. One of the main advantages of the Urban Renewal District is that it is designed to help improve or mitigate a variety of challenges associated with land within its boundaries. Resources can be marshalled by the Urban Renewal District to improve utilities and rights-of-way, improve or mitigate environmental challenges, remove incompatible land uses, and further the development goals and objectives of this Plan.
- Additional planning, administration, and co-ordination of development in the Project Area.

900. Description of Project Activities

In order to achieve the goals and objectives of this Plan, the following project activities will be undertaken on behalf of the City by the Urban Renewal Commission (hereinafter referred to as "Commission") in accordance with applicable federal, state, county and city laws, policies, and procedures. Exhibit 5 shows the general location of project activities. Exhibit 6 shows the location of City-owned and District-owned properties acquired to carry out the objectives of this Plan.

A. Public/Private Partnerships (Property Not Owned by the Urban Renewal Commission)

In situations where property is owned privately and not by the Urban Renewal Commission, but the developer needs financial assistance to further develop the property, the Urban Renewal Commission can exercise its leverage to have the property in question developed in such a manner that meets some or all of the Commission's vision for the District.

Some of the properties that most likely fit the aforementioned scenario are listed in Exhibit 7, Tables 1 and 2.

B. Publicly Owned Property

Acquisition of real property is determined necessary to carry out the objectives of this Plan. Accordingly, this Plan authorizes the Urban Renewal Commission to purchase property where detrimental land uses or conditions such as incompatible uses, flood plain, or adverse influences from noise, smoke or fumes exist, or where there exist conversions to incompatible types of uses, and it is determined by the Agency that acquisition of such properties and the rehabilitation or demolition of the improvements are necessary to remove blighting influences.

In instances where the Commission already owns property, the Commission has the option of selling its property to private developers that will develop the site(s) in a way that conforms with the vision of the Urban Renewal Commission. Alternatively, the Urban Renewal Commission could develop its own property. Hence, ensuring that the project complies with the expectations of the body. Table 1 shows property that the Urban Renewal District already owns as well as property that the District may acquire.

1 Acquisition and Disposition of Property for Development or Redevelopment

The acquisition and future disposition of property acquired for redevelopment or development by the Urban

Renewal Commission will be addressed in accordance with this Plan. Prior to property acquisition, the Plan shall be amended to identify the specific property or interest to be acquired. The type of amendment to acquire property for Redevelopment is:

Item 9c.

Acquisition for redevelopment will require a minor amendment to this Plan as described in Section 1300 A(1) of this Plan, and also will require City Commission approval of the minor amendment per Section 1300 B(2) of this Plan. Such amendments will be accompanied by findings to the Agency describing the property to be acquired, the anticipated disposition of such property, and an estimated time schedule for such acquisition and disposition.

Some of the properties that are currently owned by the Urban Renewal Commission are identified in Exhibit 7, Table 1.

C. Public Infrastructure Projects

Over the years, Oregon City has commissioned various infrastructure-related plans that have identified several deficiencies with regard to infrastructure development. Traffic and pedestrian circulation and safety, parking and other infrastructure deficiencies have been identified as issues constraining future development in the Urban Renewal District. To correct these deficiencies, the Urban Renewal Commission is positioned to participate in the planning, design, funding, and construction of infrastructure-related public improvements throughout the area.

Infrastructure improvements may include the construction, reconstruction, repair, or replacement of streets, traffic control devices, traffic railroad safety devices, bikeways, pedestrian ways, and multi-use paths. Other improvements may include the building of parking facilities and installation of sidewalks, public restrooms, tables, benches and other street furniture, signage, kiosks, decorative, fountains, streetlights, and acquisition of property and right of way for public infrastructure improvement.

Infrastructure improvements that are planned include, but are not limited to, the following:

- Parking Garage
- Public Restrooms
- Water
- Wastewater
- Stormwater
- Utility Relocation

D. Parks, Open Space and Recreation Improvements

The shorelines of both the Clackamas and Willamette Rivers are located within the Urban Renewal District, offering opportunities to provide diverse recreational activities for Oregon City and the region. To promote these opportunities while contributing to the economic value of the district and Oregon City, the Urban Renewal Plan recognizes that the Urban Renewal Commission will be participating in the planning, design, and construction of parks, open spaces, and recreational facilities and related public improvements, including but not limited to:

- Increased accessibility to Clackamette Cove, Willamette, and Clackamas Rivers
- Accessible recreation at Clackamette Park and Jon Storm
- Good water quality (Cove, Willamette, and Jon Storm)
- Installation and/or improvement of walking and biking trails

E. Development and Redevelopment Assistance

Item 9c.

Redevelopment either through new construction or rehabilitation may be achieved by public or private property owners, with or without financial assistance from by the Commission.

1 Redevelopment Through New Construction

To encourage redevelopment through new construction, the Renewal Agency is authorized to set financial guidelines, establish loan programs and provide below-market interest rate and market rate loans, and provide such other forms of financial assistance to property owners and those desiring to acquire and redevelop property as it may deem appropriate in order to achieve the vision of the Urban Renewal Commission.

2 Preservation, Rehabilitation, and Conservation

The purpose of this activity is to conserve and rehabilitate existing buildings where they may be adapted for uses that further Plan goals. Rehabilitation and conservation may be achieved by owner and/or tenant activity, with or without financial assistance by the Commission. To encourage rehabilitation and conservation, the Commission is authorized to create guidelines, establish loan and grant programs and provide below-market interest rate and market rate loans to the owners of buildings (or those intending to acquire buildings), which are in need of rehabilitation and for which rehabilitation and reuse is economically feasible.

Encouraging residential living on the upper floors of downtown buildings within the District has been an important economic development objective. Having residents living in the downtown area contributes to less crime and creates an economic eco-chamber for residents and downtown businesses alike. However, to enable such an environment to exist, the appropriate types of infrastructure investments and life-style amenities must be established.

On the eastern edge of the downtown area, train tracks run along much of the downtown corridor: carrying trains that consistently sound their horns. In addition, much of the downtown area is slated as high impact with regard to earthquakes.

To address these challenges, the Urban Renewal Commission may provide financial assistance to help pay for seismic retrofits for certain downtown building structures thereby enabling the upper floors of applicable buildings to be used as residences. The Commission may make this assistance available, as it deems necessary to achieve the goals and objectives of this Plan.

F. Planning and Administration

Project resources may be utilized to prepare the Urban Renewal Plan, design plans and master plans for the Urban Renewal District, transportation plans, miscellaneous land use and public facility studies as needed during the course of the urban renewal plan. Activities related to marketing program for the District that may utilize project funds. Project funds may also be utilized to pay for personnel, overhead and other administrative costs incurred in the management of the urban renewal plan.

G. Property Acquisition

Acquisition of real property is determined necessary to carry out the objectives of this Plan. Accordingly, this Plan authorizes the following property acquisitions within the

- Where detrimental land uses or conditions such as incompatible uses, flood plain, or adverse influences from noise, smoke or fumes exist, or conversions to incompatible types of uses, and it is determined by the Urban Renewal Commission that acquisition of such properties and the rehabilitation or demolition of the improvements are necessary to remove blighting influences.
- Where it is determined by the Commission that the property is needed for the following purposes:

1 Property to be Acquired for Public Improvement and Facilities

It may be necessary for the Urban Renewal Commission to purchase additional real property to carry out the public use objectives of this plan such as right-of-way acquisition for streets, alleys, bicycle and pedestrian ways, and other public improvements. Prior to acquisition, this Plan shall be amended to identify the specific property or interest to be acquired. The type of amendment required to acquire property for Public Improvements and Facilities is:

- a) Right-of-way acquisition for streets, alleys, bicycle and pedestrian ways that do not require the use of eminent domain will require a minor amendment to this Plan, as described in **Section 1300 A(1)** of this Plan. City Commission approval will be required for these acquisitions.
- b) Acquisition for other public improvements, uses, and facilities will require a minor amendment to this Plan, as described in **Section 1300 A(1) of this Plan**, and also will require City Commission approval of the minor amendment, per **Section 1300 B(2)** of this Plan.
- c) Any acquisition of property for public improvements and facilities that requires the use of eminent domain will require a minor amendment to this Plan, as described in **Section 1300 A(1)** of this Plan, and also will require City Commission approval of the Minor amendment, per **Section 1300 B(2)** of this Plan. Such amendments will be accompanied by findings to the Commission describing the property to be acquired, the anticipated disposition of such property, and an estimated time schedule for such acquisition and disposition.

2 Property to be Acquired for Redevelopment Property

Property to be acquired for redevelopment may be obtained by the Commission and sold to a public or private developer in accordance with this Plan. Prior to acquisition, this Plan shall be amended to identify the specific property or interest to be acquired.

- a) Acquisition for redevelopment will require a minor amendment to this Plan as described in **Section 1300 A(1)** of this Plan, and also will require City Commission approval of the minor amendment per **Section 1300 B(2)** of this Plan. Such amendments will be accompanied by findings to the Agency describing the property to be acquired, the anticipated disposition of such property, and an estimated time schedule for such acquisition and disposition.

H. Property Disposition

The Urban Renewal Commission will dispose of property acquired within the Urban Renewal District for purposes specified in this Plan. Properties shall be subject to disposition in accordance with the vision, goals, and objectives of the Urban Renewal Commission.

The Urban Renewal Commission may enter into agreements to acquire land, to hold land for future development, to dispose of any land it has acquired at fair reuse value, and to define the fair reuse value of land.

I. Oregon City Municipal Code (Urban Renewal Agency)

Section 59 - Urban Renewal Agency.

The urban renewal agency of the city (the "Agency") shall not issue bonded indebtedness after the effective date of this section unless the bonded indebtedness complies with the restrictions of this section. The commission shall not approve any amendment to an urban renewal plan after the effective date of this section unless the plan requires that bonded indebtedness issued to carry out the plan be issued in compliance with the restrictions of this section.

- A. Bonded indebtedness issued by the Agency after the effective date of this section shall either:
 - (i) Be approved by the voters of the city;
 - (ii) Be issued to refund lines of credit, bonds or other borrowings that were executed before the effective date of this section; or,
 - (iii) Be issued to finance written commitments of the Agency that were entered into before the effective date of this section.
- B. Each urban renewal plan of the Agency that exists on the effective date of this section is hereby amended to add the following provision: "No bonded indebtedness shall be issued under this plan except in compliance with the requirements of the Charter of the City of Oregon City. Any amendment of the preceding sentence must be approved by a non-emergency ordinance of the city."
- C. For purposes of this section "bonded indebtedness" has the meaning defined for that term in ORS 310.140(3), as that section of the statutes exists on the date this section of the charter is approved by the voters of the city. That statute defines "bonded indebtedness" to mean "any formally executed written agreement representing a promise by a unit of government to pay to another a specified sum of money, at a specified date or dates at least one year in the future."
- D. This section shall not limit the Agency's rights or obligations under any lines of credit, bonds or other borrowings that were executed prior to the effective date of this section.
- E. PREVIOUS TEXT REMOVED FROM THIS PLAN FOR THE FOLLOWING REASON.....

(Res. No. 12-27, adopted by voters at the City election held November 6, 2012; Charter Ord. of 6-30-16; Res. No. 16-25, adopted by voters at the City election held November 8, 2016 which added part E. to Section 59. Clackamas County Court Case #16CV42887 declared that part E. of Section 59 is unenforceable as preempted by state law).

UPDATE: On December 15, 2022, the Clackamas County Circuit Court (Court Case #16CV42887, Court of Appeals, Court of Appeals #A167583) reaffirmed that Section 59, part E is unenforceable as preempted by state law.

1000. Urban Renewal Projects

The tax increment financing created in the District and the existing cash on hand allows the Urban Renewal Commission to invest approximately \$40 million, provided authority to distribute bonds to attract funding to invest in projects is approved by the voters. The Urban Renewal Commission has identified three priority projects, Rossman Landfill, Clackamette Cove, and the Stimson

Property (1795 Washington Street) to initially use bond distribution proceeds to invest in.

Item 9c.

The Urban Renewal Commission has estimated investment ranges for each project utilizing bond proceeds. It has also project potential private investments that may be attracted to each project during development.

Rossman Landfill

Category	Urban Renewal Investment	Private Investment	Total
Public/Private Partnership	\$20,000,000 – \$30,000,000	\$240,000,000	\$260,000,000- \$270,000,000

- The property served as the area's landfill for many years and has been underdeveloped since the 1970s.
- The property is considered a brownfield site, which means it has existing pollutants that makes it very difficult to be developed.
- The site is comprised of 62 acres and is privately owned
- With a well experienced and capable developer, the property could feature various amenities including housing opportunities, retail options, hotel property, entertainment venues, and infrastructure improvements, hence, enhancing the community's economic growth

Clackamette Cove ("the Cove")

Category	Urban Renewal Investment Range	Private Investment	Total
Publicly Owned	\$4,000,000 – \$8,000,000	\$80,000,000	\$84,000,000 \$88,000,000

- The Cove was once a gravel quarry up to 1993
- The site is now owned by the Urban Renewal Commission
- The subject property is 75.57 acres
- The Cove faces several environmental-related challenges, not least of which is the seasonal reoccurring appearance of blue-green algae blooms
- The site will need to undergo extensive environmental mitigation in order for it to realize its true economic and recreational development potential
- As a developed site, it is envisioned as having a water-based recreation amenity along with retail and housing opportunities

Stimson Property (1795 Washington Street)

Category	Urban Renewal Investment Range	Private Investment	Total
Publicly Owned	\$4,000,000 – \$10,000,000	\$60,000,000	\$64,000,000 – \$70,000,000

- Property is owned by the Urban Renewal Commission

- Property is 6.83 acres
- The site has an existing structure on it that is being leased to a commercial tenant
- The property is underutilized and has not reached its full economic development potential
- The entire property is within a flood zone
- There have been discussions about putting a hotel on the site that would complement tourism-related development that might occur on the Rossman Land Fill Property and on other nearby properties.

The Urban Renewal Commission has identified additional projects of interest that may be invested in during a possible second wave of bond revenue generation. These projects include the County Court House, End of the Oregon Trail Interpretive Center (1726 Washington Street), The Quiet Zone, and 12 & Main Street.

County Court House

Category	Urban Renewal Investment Range	Private Investment	Total
Publicly Owned	\$5,000,000 – \$10,000,000	Unknown at this time	Unknown at this time

- 807 Main Street
- County owned property
- Completed in 1936
- Three story historic brick building, sitting on .94 acres
- The courthouse facility has deteriorating foundation challenges and would require significant spending to keep the entire structure from collapsing, especially during an earthquake.
- If significant investment is made to shore up the foundation of the Courthouse, the site should continue its contribution to the economic vitality of the downtown.

End of the Oregon Trail Interpretive Center (1726 Washington St.)

Category	Urban Renewal Investment Range	Private Investment	Total
Publicly Owned	\$1,000,000 – \$3,000,000	\$0	\$1,000,000 - \$3,000,000

- Property owned by the City
- Tenant is the Clackamas County Historical Partners
- Property sits on 8.08 acres
- Total square footage of buildings is 33,700
- The parking lot has severe alligator cracking
- There are significant cracks in the Henderson Farm walls
- Previous awnings covering the main building's wagons were damaged and removed
- Several exterior walls of various structures of the facility need to be replaced
- Structural flooring/decking is in poor condition and should be replaced
- Repair costs are estimated at \$3 million

Quiet Zone

Item 9c.

Category	Urban Renewal Investment Range	Federal Government Investment	Total
Public Infrastructure	\$600,000	\$2,000,000	\$2,600,000

- Public infrastructure project
- A “quiet zone” is an area where railroads are directed to cease the routine sounding of train horns when approaching public highway-rail grade crossings, though train horns may still be used in emergency situations.
- At-grade crossings within a quiet zone still have standard flashing signals and audible bells.
- Railroad track crossings at 10th and 11th street.
- Having this feature installed will enhance the development potential on sites along the downtown route for retail and/or housing options.

12th and Main Street (Vacant Property)

Category	Urban Renewal Investment Range	Private Investment	Total
Publicly Owned	\$2,000,000 – \$5,000,000	\$25,000,000	\$27,000,000 – \$30,000,000

- Property is owned by the Urban Renewal Agency
- Property is 0.43 acres
- The site is vacant and encumbered with utility infrastructure through the site impacting the development Opportunities
- The property is underutilized and has not reached its full economic development potential -There have been discussions about putting a mixed-use residential/retail development on the property

1100. Developer's Obligations

The Urban Renewal Plan implements the development guidelines approved by the Urban Renewal Commission. The overall intent of these guidelines emphasizes that:

- The Urban Renewal Commission will consider using tax increment financing to assist private developments in those circumstances in which proposed private projects fit the vision, goals, and objectives of the Urban Renewal Commission and demonstrate a need to fill financing gaps.
- Investments in public infrastructure shall serve to complement other projects and implement urban renewal district goals and objectives.
- Direct public investments into areas with the greatest development and redevelopment potential.

Developers that adhere to the follow the controls and program guidelines approved by the Urban Renewal Commission will be considered in compliance with the expectations of the Urban Renewal Commission:

- The developer shall engage the Urban Renewal Commission in one of the following ways:

- respond to an Urban Renewal Commission “Request for Proposals;” or
- submit an unsolicited proposal.

- The developer will submit information and documents required by the Urban Renewal Commission in order for it to conduct a preliminary review to ascertain whether there is an interest in the developer’s proposal by the Urban Renewal Commission.
- If the Urban Renewal Commission has continued interest in the developer’s proposal, the developer will work with and submit all required documents and information to all relevant reviewing bodies.
- During the review stage by various agencies, as more is learned about the developer’s proposal, a preliminary or draft disposition and development agreement (“DDA”) may be crafted involving agents of the Urban Renewal Commission.
- After the developer has complied with the requirements cited during its pre-application conference and other requirements of other reviewing bodies, a final draft of a disposition and development agreement may be negotiated involving the agents of the Urban Renewal Commission.
- The developer shall not affect any instrument whereby the sale, lease, or occupancy of the real property, or any part thereof, is restricted upon the basis of age, race, color, religion, sex, marital status, or national origin.
- After all parties have agrees with the terms and conditions of the DDA, the developer will move forward to the Land Use approval process.

1200. Relocation

This Plan anticipates no business or residential relocation. Should conditions arise, which would cause the acquisition of developed and occupied property by the Urban Renewal Commission, relocation assistance will be provided to persons or businesses displaced.

All persons or businesses, that may be displaced, will be contacted to determine their relocation needs. They will be provided information on available space and will be given assistance in moving. All relocation activities will be undertaken, and payments made, in accordance with the requirements of ORS 281.045-281.105 and any other applicable laws or regulations. Relocation payments will be made as provided in ORS 281.060. Payments made to persons displaced from dwellings will have available to them decent, safe, and sanitary dwellings at costs or rents within their financial reach. Payment for moving expenses will be made to residences and businesses displaced.

1300. Future Amendments

It is anticipated that this plan will be reviewed periodically during the execution of the Project. The plan may be changed, modified, or amended as future conditions warrant.

A. Minor Amendments

Minor changes to the Plan shall be made by a duly approved resolution of the Urban Renewal Commission that describes the details of the minor change. Minor changes shall

include:

1. Identification of property to be acquired for any purpose set forth in **Section 900, G(1)(a) of this Plan.**
2. Changes to the Plan which are not specifically identified as requiring a Substantial Amendment, or a City Commission-Approved Amendment.

B. City Commission-Approved Amendments

City Commission approved amendments to the Plan shall require approval by the Agency by Resolution and approval by the City Commission by Ordinance. City Commission Approved amendments are:

1. Adding a project, activity, or program that differs substantially from a project, program, or activity in the Plan, and is estimated to cost in excess of the equivalent of \$500,000 in first quarter year 2022 dollars over the duration of the Plan. The \$500,000 threshold shall be adjusted annually at a rate equal to the Construction Cost Index (CCI), also referred to as the ENR Index for Construction published by the Engineering News Record.
2. Identification of land for acquisition which requires City Commission approval per **Sections 900 G.1(b), G.1(c), or 900 G. 2(a) of this Plan.**

C. Substantial Amendments

Substantial amendments shall require the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120. Substantial amendments are:

1. Adding land to the urban renewal area, except for an addition of land that totals not more than one percent of the existing area of the urban renewal area.
2. Increasing the amount of maximum indebtedness that can be issued or incurred under the plan.

1400. Latest Date for Bonded Indebtedness

(Section inserted via 1st Amendment, Sept. 25, 1991)

Note: The requirement for a latest date provision was removed from urban renewal law after passage of Ballet Measure 50. Ballet Measure 50 requires that plans contain a maximum debt provision.

1500. Financing Methods

A. General

The Urban Renewal Commission may borrow money and accept advances, loans, grants and other forms of financial assistance from the federal government, the state, city, county or other public body, or from any sources, public or private for the purposes of undertaking and carrying out this plan. In addition, the Agency may borrow money from, or lend money to a public agency in conjunction with a joint undertaking of a project authorized by this plan. If such funds are loaned, the Agency may promulgate rules and procedures for the methods and conditions of

payment of such loans.

The funds obtained by the Agency shall be used to pay or repay any costs, expenses, advances and indebtedness incurred in planning or undertaking project activities or in otherwise exercising any of the powers granted by ORS Chapter 457.

B. Tax Increment Financing

The costs of carrying out this Plan will be financed in whole or in part by tax increment financing, as authorized in ORS 457.420 through ORS 457.450.

1600 – Establishment of Maximum Indebtedness

The maximum amount of indebtedness that may be issued or incurred under this Urban Renewal Plan is \$130.1 million. This maximum amount of indebtedness does not include any indebtedness incurred to complete Plan projects prior to and any indebtedness outstanding on the date of adoption of this amendment.

The maximum amount of indebtedness noted above is the amount necessary to complete the projects in the Plan as measured in 2022 dollars. To complete all projects anticipated in this Plan it is anticipated that the greatest amount of increment possible will need to be acquired. Current costs were not adjusted for inflation due to the significant uncertainty and variation in timing of projects due to the need for private sector participation, inflation and changes in building requirements during the anticipated Plan period.

Exhibits to Text

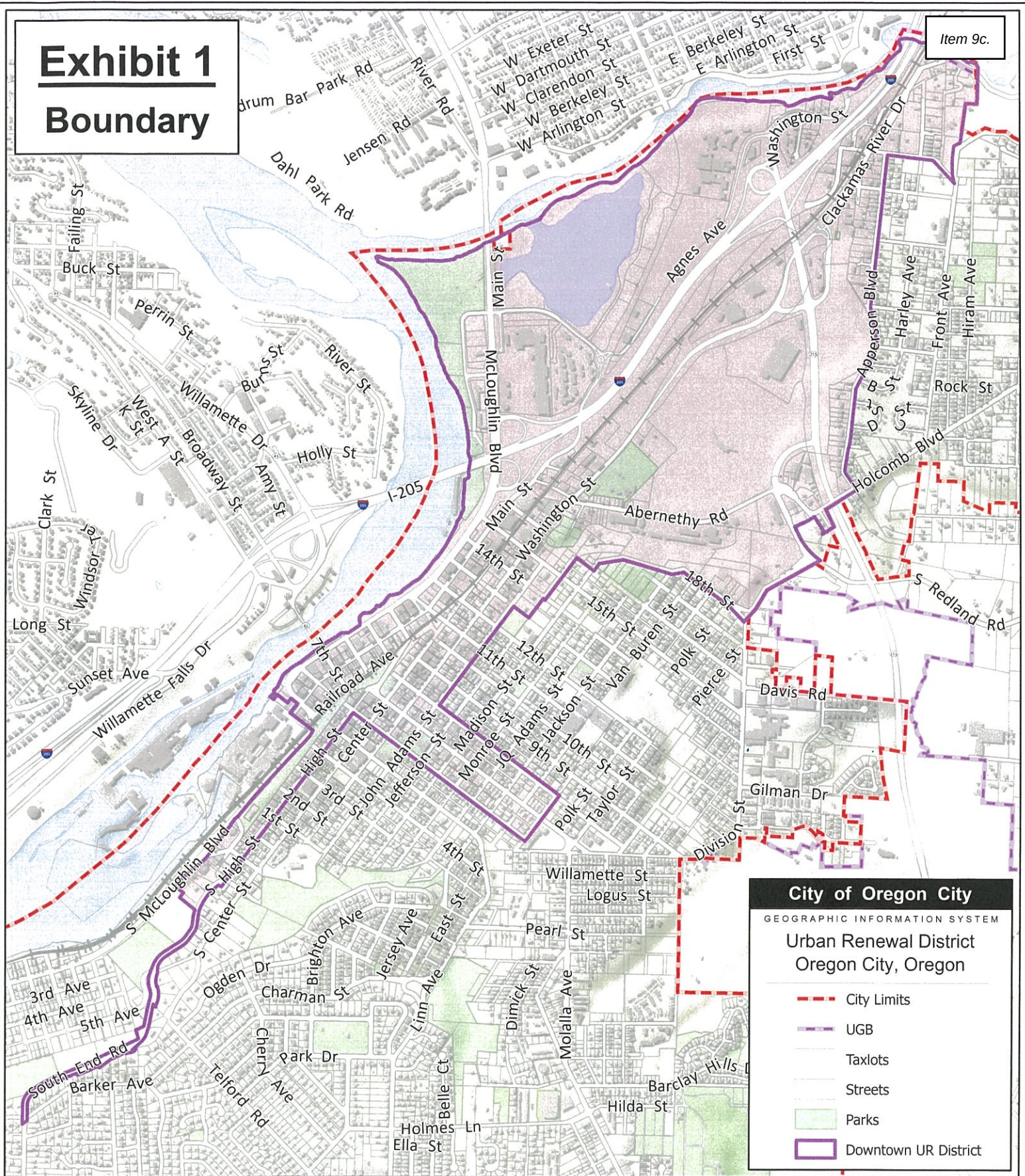
Urban Renewal Plan
Downtown Oregon City/North End

- Exhibit 1 - Boundary Map of Project Area
- Exhibit 2 – Legal Description of Project Area
- Exhibit 3 – Land Use Map of Project Area
- Exhibit 4 – Zoning Map of Project Area
- Exhibit 5 – Map of Proposed Project Activities
- Exhibit 6 - Map of Property Locations
- Exhibit 7- Properties
- Exhibit 8 - Framework for Decision-Making

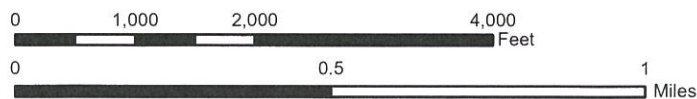
Exhibit 1

Boundary

Item 9c.



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Exhibit 2 - Legal Description of Project Area

CORRECTED

LEGAL DESCRIPTION OF DOWNTOWN/NORTH END

URBAN RENEWAL DISTRICT BOUNDARY

This legal description is being re-recorded to correct an erroneous legal description on Oregon City Ordinance No. 90-1062, An Ordinance Adopting the Downtown/North End Urban Renewal Plan and Making Certain Findings and Determinations, recorded on December 21, 1990, Clackamas County Deed Records, Fee No. 90-62748.

The legal description attached to Ordinance No. 90-1062, recorded December 21, 1990, failed to include the following two exceptions:

EXCEPT THEREFROM that portion lying within the City Limits of the City of Gladstone.

EXCEPT THEREFROM that portion lying outside the existing corporate City Limits of the City of Oregon City.

The entire legal description of the Downtown/North End Urban Renewal District Boundary is attached hereto to be re-recorded with the corrected legal description. This document relates back to Ordinance No. 90-1062, recorded on December 21, 1990, Clackamas County Deed Records, Fee No. 90-62748.

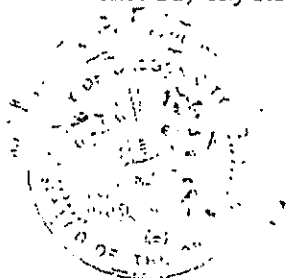
This correction duly adopted on motion by the City Commission this 17th day of April, 1991.

CITY OF OREGON CITY


DANIEL W. FOWLER, Mayor

ATTESTED this 17th day of April, 1991.


JEAN K. ELLIOTT, City Recorder



URBAN RENEWAL DISTRICT BOUNDARY

2

more or less, to the intersection with the Southeasterly extension of the Northeast line of Apperson Boulevard (County Road No. 1744, a 40 foot right-of-way at this point); THENCE Northwest along said Southeasterly extension and Northeast line of Apperson Boulevard a distance of 4400 feet, more or less, to the intersection with the South line of Forsythe Road (County Road No. 374, a 50 foot right-of-way); THENCE Easterly along the South line of said Forsythe Road a distance of 950 feet, more or less, to the intersection with the West line of Front Street (County Road No. 2370, a 50 foot right-of-way); THENCE North crossing said Forsythe Road a distance of 100 feet, more or less, to an angle point on the North line thereof; THENCE North and Northeast along the West line and North line of said Forsythe Road a distance of 445 feet, more or less, to a point on the East line of the Hiram Straight D.L.C. No. 42; THENCE North along the East line of said Straight D.L.C. No. 42 a distance of 200 feet, more or less, to the Southwest corner of the James Winston D.L.C. No. 69; THENCE North along the West line of said Winston D.L.C. No. 69 a distance of 310 feet, more or less, to the most Westerly Northwest corner thereof; THENCE East along the North line thereof a distance of 150 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Clackamas County, State of Oregon, as recorded in Book 281, Page 467, Clackamas County Deed Records; THENCE North along the West line of said Clackamas County tract and its Northerly extension a distance of 450 feet, more or less, to a point on the Southerly bank of the Clackamas River; THENCE West and Southwest along the Southerly bank of said Clackamas River a distance of 6500 feet, more or less, to the intersection with the Easterly bank of the Willamette River; THENCE South and Southwest along the East bank of said Willamette River a distance of 7000 feet, more or less, to the intersection with the Northwesterly projection of the centerline of a 10 foot alley between Lots 6 and 7 of Block 3 of the duly recorded plat of Oregon City (County Plat No. 123); THENCE Southeast along Northwesterly projection a distance of 35 feet, more or less, to a point on the Northwest line of Water Street (a 60 foot right-of-way, Vacated) THENCE Northeast along the Northwest line thereof a distance of 75 feet, more or less, to the intersection with the Northwesterly projection of the Southwest line of Lot 8 of said Block 3; THENCE Southeast along said Northwesterly projection and the Southwest line of said Lot 8 a distance of 165.00 feet to the most Southerly corner thereof; THENCE Northeast along the Southeast line of said Lot 8 a distance of 69.70 feet to the Southwesterly line of 5th Street (U.S. Hwy No. 99E); THENCE Southeast along the Southwesterly line of said 5th Street a distance of 105.00 feet to the intersection with the Northwest line of Main Street; THENCE Southwest along the Northwest line of said Main Street a distance of 149.70 feet to the intersection with the Northwesterly extension of the Northeasterly line of Lots 3 and 6 of Block 27 of said plat of Oregon City; THENCE Southeast along said Northwesterly extension and Northeast lines of Lots 3 and 6, a distance of 270.00 feet to the most Easterly corner of said Lot 3; THENCE continuing Southeast along the Southeasterly extension of the Northeast line of said Lot 3 a distance of 75 feet, more or less, to the Southeast line of McLoughlin Boulevard (U.S. Hwy. No. 99E); THENCE Southwest along the Southeast line of said McLoughlin Boulevard a distance of 2700 feet, more or less, to the most Northerly corner of that certain tract of land conveyed to Portland General Electric Company (PGE), as recorded in Book 209, Page 001 and Recorder Fee No. 83-5806, Clackamas County Deed Records; THENCE Southeast along the Northeast line of said PGE tract a distance of 120 feet, more or less, to an angle point; THENCE Southwest along the Southeast line of said PGE tract a distance of 75 feet, more or less, to an angle point; THENCE Southeast

Legal Description
of
Downtown/North End
Urban Renewal District Boundary

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A tract of land situated in Sections 20, 21, 29, 30, 31, and 32 in Township 2 South, Range 2 East; Section 36 in Township 2 South, Range 1 East; Section 1 in Township 3 South, Range 1 East; and Section 6 in Township 3 South, Range 2 East; of the Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

BEGINNING at the intersection of the Southeast line of High Street (a 60 foot right-of-way) and the Southwest line of 6th Street (a 60 foot right-of-way); **THENCE** Southeast along the Southwest line of said 6th Street, a distance of 2700 feet, more or less, to the intersection with the Southeast line of Harrison Street (a 60 foot right-of-way); **THENCE** Northeast along the Southeast line of said Harrison Road a distance of 730 feet, more or less, to the intersection with the Northeast line of 8th Street (a 60 foot right-of-way); **THENCE** Northwest along the Northeast line of said 8th Street a distance of 1900 feet, more or less, to Southeast line of John Adams Street (a 60 foot right-of-way); **THENCE** Northeast along the Southeast line of said John Adams Street a distance of 1560 feet, more or less, to the a point in the centerline of vacated 13th Street (74-34043, a 60 foot right-of-way); **THENCE** Southeast along said centerline of 13th Street a distance of 240.00 feet to a point in the centerline of vacated Jefferson Street (74-34043, a 60 foot right-of-way); **THENCE** Northeast along said centerline of Jefferson Street a distance of 304.00 feet to the Southwest line of 14th Street (a 60 foot right-of-way); **THENCE** Southeast along the Southwest line of said 14th Street a distance of 30.00 feet to the intersection with the Southeast line of said Jefferson Street; **THENCE** Northeast along the Southeast line of Jefferson Street (not vacated) a distance of 660 feet, more or less, to the intersection with the Southwest line of 16th Street (a 60 foot right-of-way); **THENCE** Southeast along the Southwest line of said 16th Street a distance of 270.00 feet to the intersection with the Southeast line of Madison Street (a 60 foot right-of-way); **THENCE** Northeast along the Southeast line of said Madison Street a distance of 120 feet, more or less, to the intersection with the South line of McLoughlin Avenue (a 60 foot right-of-way); **THENCE** Easterly along the South line of said McLoughlin Avenue a distance of 940 feet, more or less, to the intersection with the Southwest line of 18th Street (a 60 foot right-of-way); **THENCE** Southeasterly along the Southwest line of said 18th Street a distance of 1080 feet, more or less, to the intersection with the Southwesterly extension of the Southeast line of South Anchor Way (a 60 foot right-of-way); **THENCE** Northeasterly along said Southwesterly extension and said Southeast line of South Anchor Way a distance of 1200 feet, more or less, to the intersection with the Southerly line of Redland Road (a 60 foot right-of-way); **THENCE** Easterly along the Southerly line of said Redland Road a distance of 960 feet, more or less, to the intersection with the Northeast line of Trail's End Highway (Oregon State Hwy. No. 213, Oregon City Bypass, a variable width right-of-way); **THENCE** Northwest along the Northeast line of said Trail's End Highway a distance of 1200 feet, more or less, to the intersection with the Southeast line of Holcomb Road (County Road No. 354, a 60 foot right-of-way); **THENCE** Northeast along the Southeast line of said Holcomb Road a distance of 210 feet,

URBAN RENEWAL DISTRICT BOUNDARY

3

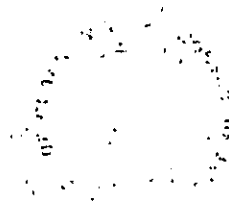
along the Northeast line of said PGE tract a distance of 260 feet, more or less, to a point on the Northwest line of South End Road (County Road No. 945, a 60 foot right-of-way); THENCE Southwesterly along the Northwest and West lines of said South End Road a distance of 4100 feet, more or less, to the intersection of the West line of said South End Road with the Southwesterly extension of the Southeast line of Barker Avenue (a 50 foot right-of-way), said line being also the Northwest line of the duly recorded plat of Lawton Heights (County Plat No. 289); THENCE N. 52° 55' E. along said Southwesterly extension a distance of 75 feet, more or less, to the East line of said South End Road; THENCE North and Northeast along the East and Southeast lines of said South End Road a distance of 4400 feet, more or less, to the intersection with the South line of said High Street; THENCE Southeast along the South line of said High Street a distance of 35 feet, more or less, to the intersection with the Southeast line thereof; THENCE Northeast along the Southeast line of said High Street a distance of 2750 feet, more or less, to the POINT OF BEGINNING.

EXCEPT THEREFROM that portion lying within the City Limits of the City of Gladstone.

EXCEPT THEREFROM that portion lying outside the existing corporate City Limits of the City of Oregon City.

STATE OF OREGON
County of Clatsop
I, John F. Kaufman, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in the records of said County.

91 APR 25 11:12:09



Witness my hand and seal of office
John F. Kaufman
COUNTY CLERK
CLATSOP COUNTY, OREGON

91 18607

[RECEIVED, DISTRICT 165]

Item 9c.

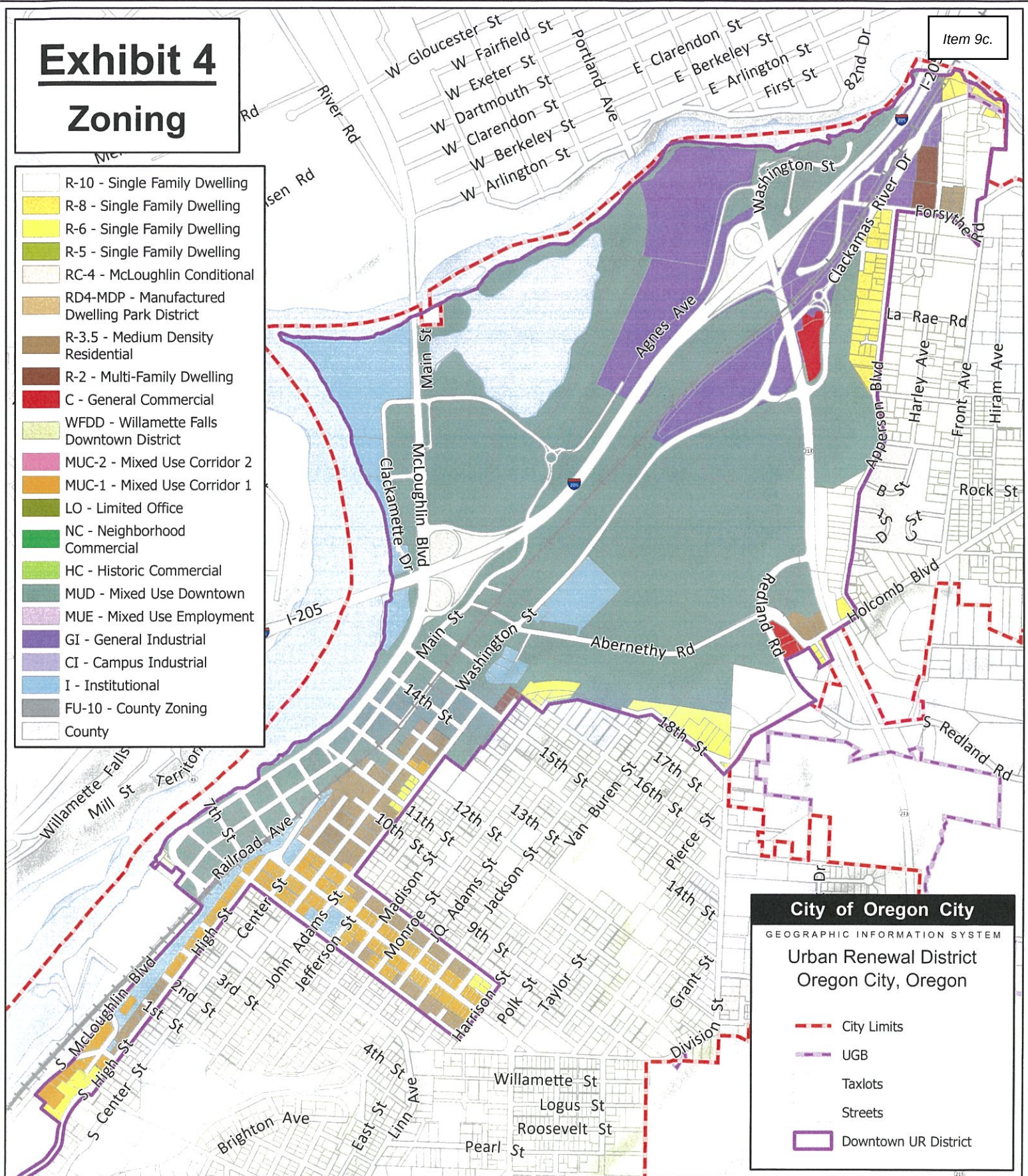


Plot date: July 19, 2022
 Plot name: Exhibit 3 - UR District with Comp - 8x10P - 20
 Map name: Urban Renewal District with Comp - Urban Renewal District maps.aprx

Exhibit 4

Zoning

- R-10 - Single Family Dwelling
- R-8 - Single Family Dwelling
- R-6 - Single Family Dwelling
- R-5 - Single Family Dwelling
- RC-4 - McLoughlin Conditional
- RD4-MDP - Manufactured Dwelling Park District
- R-3.5 - Medium Density Residential
- R-2 - Multi-Family Dwelling
- C - General Commercial
- WFDD - Willamette Falls Downtown District
- MUC-2 - Mixed Use Corridor 2
- MUC-1 - Mixed Use Corridor 1
- LO - Limited Office
- NC - Neighborhood Commercial
- HC - Historic Commercial
- MUD - Mixed Use Downtown
- MUE - Mixed Use Employment
- GI - General Industrial
- CI - Campus Industrial
- I - Institutional
- FU-10 - County Zoning
- County



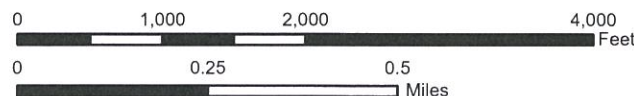
City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Urban Renewal District Oregon City, Oregon

- City Limits
- UGB
- Taxlots
- Streets
- Downtown UR District

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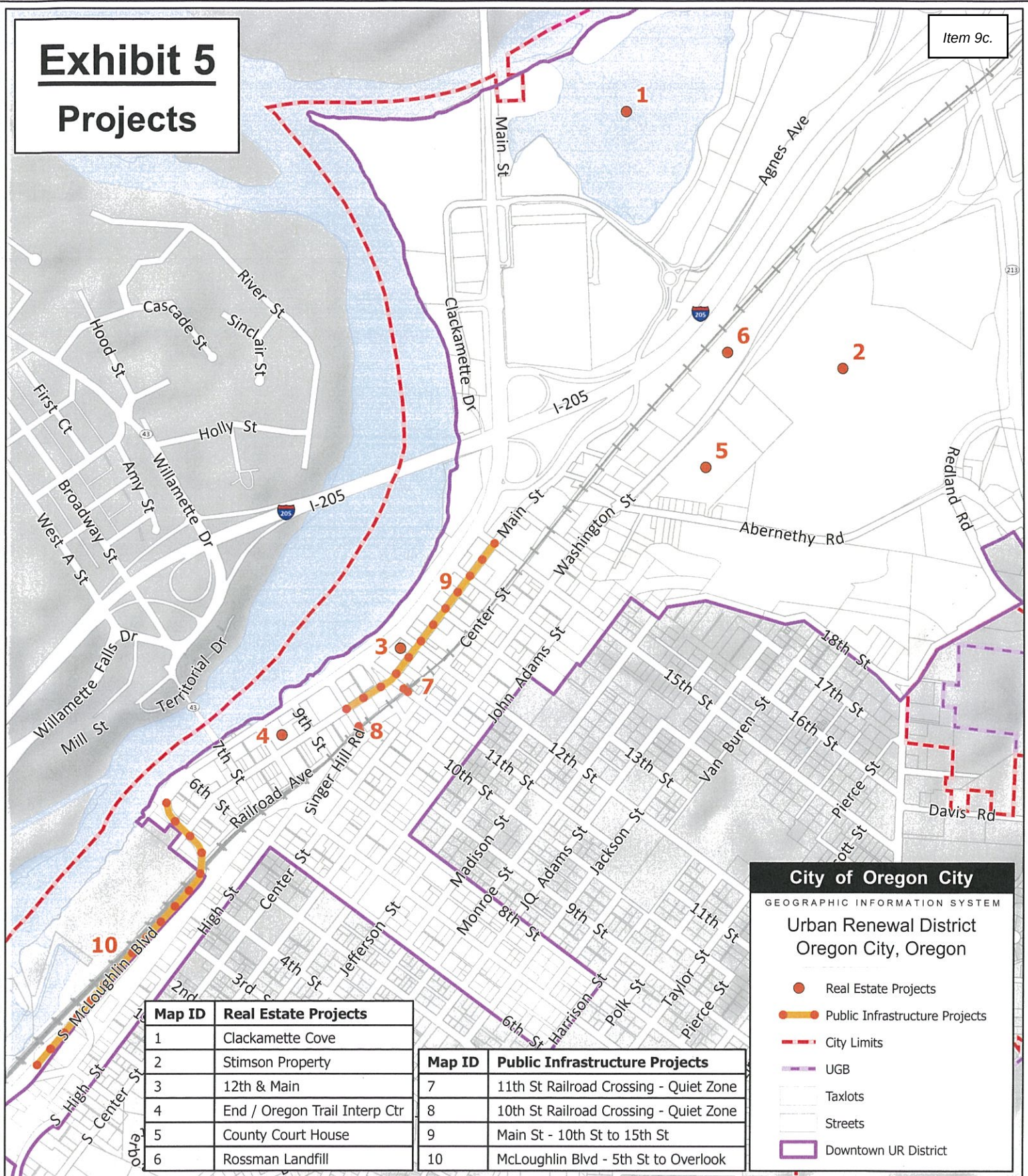


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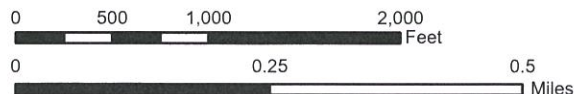


Exhibit 5 Projects

Item 9c.



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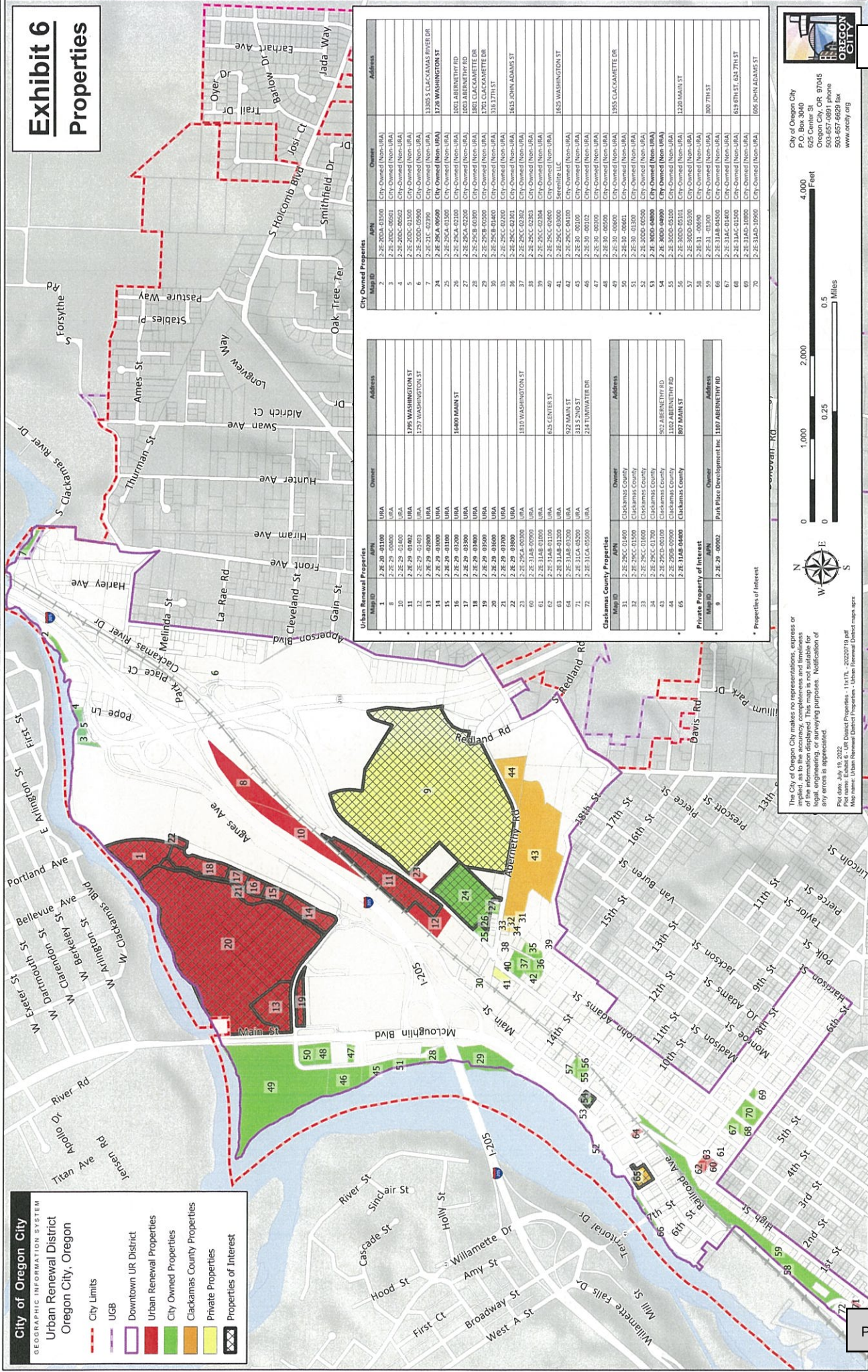
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City of Oregon City
Geographic Information System
Urban Renewal District
Oregon City, Oregon

City Limits
UCB
Downtown UR District
Urban Renewal Properties
City Owned Properties
Clackamas County Properties
Private Properties
Properties of Interest

Exhibit 6 Properties



Map ID	APN	Owner	Address
1	2-26-20-01000	URA	1795 WASHINGTON ST
2	2-26-20-01001	URA	1795 WASHINGTON ST
3	2-26-20-01002	URA	1795 WASHINGTON ST
4	2-26-20-01003	URA	1795 WASHINGTON ST
5	2-26-20-01004	URA	1795 WASHINGTON ST
6	2-26-20-01005	URA	1795 WASHINGTON ST
7	2-26-20-01006	URA	1795 WASHINGTON ST
8	2-26-20-01007	URA	1795 WASHINGTON ST
9	2-26-20-01008	URA	1795 WASHINGTON ST
10	2-26-20-01009	URA	1795 WASHINGTON ST
11	2-26-20-01010	URA	1795 WASHINGTON ST
12	2-26-20-01011	URA	1795 WASHINGTON ST
13	2-26-20-01012	URA	1795 WASHINGTON ST
14	2-26-20-01013	URA	1795 WASHINGTON ST
15	2-26-20-01014	URA	1795 WASHINGTON ST
16	2-26-20-01015	URA	1795 WASHINGTON ST
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24	2-26-20-01023	URA	1795 WASHINGTON ST
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47	2-26-20-01046	URA	1795 WASHINGTON ST
48	2-26-20-01047	URA	1795 WASHINGTON ST
49	2-26-20-01048	URA	1795 WASHINGTON ST
50	2-26-20-01049	URA	1795 WASHINGTON ST
51	2-26-20-01050	URA	1795 WASHINGTON ST
52	2-26-20-01051	URA	1795 WASHINGTON ST
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63	2-26-20-01062	URA	1795 WASHINGTON ST
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67	2-26-20-01066	URA	1795 WASHINGTON ST
68	2-26-20-01067	URA	1795 WASHINGTON ST
69	2-26-20-01068	URA	1795 WASHINGTON ST
70	2-26-20-01069	URA	1795 WASHINGTON ST
71	2-26-20-01070	URA	1795 WASHINGTON ST
72	2-26-20-01071	URA	1795 WASHINGTON ST

Map ID	APN	Owner	Address
31	2-26-20-01000	Clackamas County	1795 WASHINGTON ST
32	2-26-20-01001	Clackamas County	1795 WASHINGTON ST
33	2-26-20-01002	Clackamas County	1795 WASHINGTON ST
34	2-26-20-01003	Clackamas County	1795 WASHINGTON ST
35	2-26-20-01004	Clackamas County	1795 WASHINGTON ST
36	2-26-20-01005	Clackamas County	1795 WASHINGTON ST
37	2-26-20-01006	Clackamas County	1795 WASHINGTON ST
38	2-26-20-01007	Clackamas County	1795 WASHINGTON ST
39	2-26-20-01008	Clackamas County	1795 WASHINGTON ST
40	2-26-20-01009	Clackamas County	1795 WASHINGTON ST
41	2-26-20-01010	Clackamas County	1795 WASHINGTON ST
42	2-26-20-01011	Clackamas County	1795 WASHINGTON ST
43	2-26-20-01012	Clackamas County	1795 WASHINGTON ST
44	2-26-20-01013	Clackamas County	1795 WASHINGTON ST
45	2-26-20-01014	Clackamas County	1795 WASHINGTON ST
46	2-26-20-01015	Clackamas County	1795 WASHINGTON ST
47	2-26-20-01016	Clackamas County	1795 WASHINGTON ST
48	2-26-20-01017	Clackamas County	1795 WASHINGTON ST
49	2-26-20-01018	Clackamas County	1795 WASHINGTON ST
50	2-26-20-01019	Clackamas County	1795 WASHINGTON ST
51	2-26-20-01020	Clackamas County	1795 WASHINGTON ST
52	2-26-20-01021	Clackamas County	1795 WASHINGTON ST
53	2-26-20-01022	Clackamas County	1795 WASHINGTON ST
54	2-26-20-01023	Clackamas County	1795 WASHINGTON ST
55	2-26-20-01024	Clackamas County	1795 WASHINGTON ST
56	2-26-20-01025	Clackamas County	1795 WASHINGTON ST
57	2-26-20-01026	Clackamas County	1795 WASHINGTON ST
58	2-26-20-01027	Clackamas County	1795 WASHINGTON ST
59	2-26-20-01028	Clackamas County	1795 WASHINGTON ST
60	2-26-20-01029	Clackamas County	1795 WASHINGTON ST
61	2-26-20-01030	Clackamas County	1795 WASHINGTON ST
62	2-26-20-01031	Clackamas County	1795 WASHINGTON ST
63	2-26-20-01032	Clackamas County	1795 WASHINGTON ST
64	2-26-20-01033	Clackamas County	1795 WASHINGTON ST
65	2-26-20-01034	Clackamas County	1795 WASHINGTON ST
66	2-26-20-01035	Clackamas County	1795 WASHINGTON ST
67	2-26-20-01036	Clackamas County	1795 WASHINGTON ST
68	2-26-20-01037	Clackamas County	1795 WASHINGTON ST
69	2-26-20-01038	Clackamas County	1795 WASHINGTON ST
70	2-26-20-01039	Clackamas County	1795 WASHINGTON ST
71	2-26-20-01040	Clackamas County	1795 WASHINGTON ST
72	2-26-20-01041	Clackamas County	1795 WASHINGTON ST

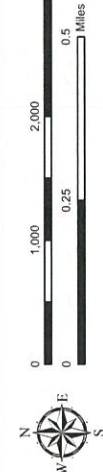
Map ID	APN	Owner	Address
9	2-26-20-00002	Park Place Development Inc.	1107 ALBANY RD

* Properties of Interest

City Owned Properties	Map ID	APN	Owner	Address
1	2-26-20-01000	URA	City Owned (Non-URA)	1795 WASHINGTON ST
2	2-26-20-01001	URA	City Owned (Non-URA)	1795 WASHINGTON ST
3	2-26-20-01002	URA	City Owned (Non-URA)	1795 WASHINGTON ST
4	2-26-20-01003	URA	City Owned (Non-URA)	1795 WASHINGTON ST
5	2-26-20-01004	URA	City Owned (Non-URA)	1795 WASHINGTON ST
6	2-26-20-01005	URA	City Owned (Non-URA)	1795 WASHINGTON ST
7	2-26-20-01006	URA	City Owned (Non-URA)	1795 WASHINGTON ST
8	2-26-20-01007	URA	City Owned (Non-URA)	1795 WASHINGTON ST
9	2-26-20-01008	URA	City Owned (Non-URA)	1795 WASHINGTON ST
10	2-26-20-01009	URA	City Owned (Non-URA)	1795 WASHINGTON ST
11	2-26-20-01010	URA	City Owned (Non-URA)	1795 WASHINGTON ST
12	2-26-20-01011	URA	City Owned (Non-URA)	1795 WASHINGTON ST
13	2-26-20-01012	URA	City Owned (Non-URA)	1795 WASHINGTON ST
14	2-26-20-01013	URA	City Owned (Non-URA)	1795 WASHINGTON ST
15	2-26-20-01014	URA	City Owned (Non-URA)	1795 WASHINGTON ST
16	2-26-20-01015	URA	City Owned (Non-URA)	1795 WASHINGTON ST
17	2-26-20-01016	URA	City Owned (Non-URA)	1795 WASHINGTON ST
18	2-26-20-01017	URA	City Owned (Non-URA)	1795 WASHINGTON ST
19	2-26-20-01018	URA	City Owned (Non-URA)	1795 WASHINGTON ST
20	2-26-20-01019	URA	City Owned (Non-URA)	1795 WASHINGTON ST
21	2-26-20-01020	URA	City Owned (Non-URA)	1795 WASHINGTON ST
22	2-26-20-01021	URA	City Owned (Non-URA)	1795 WASHINGTON ST
23	2-26-20-01022	URA	City Owned (Non-URA)	1795 WASHINGTON ST
24	2-26-20-01023	URA	City Owned (Non-URA)	1795 WASHINGTON ST
25	2-26-20-01024	URA	City Owned (Non-URA)	1795 WASHINGTON ST
26	2-26-20-01025	URA	City Owned (Non-URA)	1795 WASHINGTON ST
27	2-26-20-01026	URA	City Owned (Non-URA)	1795 WASHINGTON ST
28	2-26-20-01027	URA	City Owned (Non-URA)	1795 WASHINGTON ST
29	2-26-20-01028	URA	City Owned (Non-URA)	1795 WASHINGTON ST
30	2-26-20-01029	URA	City Owned (Non-URA)	1795 WASHINGTON ST
31	2-26-20-01030	URA	City Owned (Non-URA)	1795 WASHINGTON ST
32	2-26-20-01031	URA	City Owned (Non-URA)	1795 WASHINGTON ST
33	2-26-20-01032	URA	City Owned (Non-URA)	1795 WASHINGTON ST
34	2-26-20-01033	URA	City Owned (Non-URA)	1795 WASHINGTON ST
35	2-26-20-01034	URA	City Owned (Non-URA)	1795 WASHINGTON ST
36	2-26-20-01035	URA	City Owned (Non-URA)	1795 WASHINGTON ST
37	2-26-20-01036	URA	City Owned (Non-URA)	1795 WASHINGTON ST
38	2-26-20-01037	URA	City Owned (Non-URA)	1795 WASHINGTON ST
39	2-26-20-01038	URA	City Owned (Non-URA)	1795 WASHINGTON ST
40	2-26-20-01039	URA	City Owned (Non-URA)	1795 WASHINGTON ST
41	2-26-20-01040	URA	City Owned (Non-URA)	1795 WASHINGTON ST
42	2-26-20-01041	URA	City Owned (Non-URA)	1795 WASHINGTON ST
43	2-26-20-01042	URA	City Owned (Non-URA)	1795 WASHINGTON ST
44	2-26-20-01043	URA	City Owned (Non-URA)	1795 WASHINGTON ST
45	2-26-20-01044	URA	City Owned (Non-URA)	1795 WASHINGTON ST
46	2-26-20-01045	URA	City Owned (Non-URA)	1795 WASHINGTON ST
47	2-26-20-01046	URA	City Owned (Non-URA)	1795 WASHINGTON ST
48	2-26-20-01047	URA	City Owned (Non-URA)	1795 WASHINGTON ST
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50	2-26-20-01049	URA	City Owned (Non-URA)	1795 WASHINGTON ST
51	2-26-20-01050	URA	City Owned (Non-URA)	1795 WASHINGTON ST
52	2-26-20-01051	URA	City Owned (Non-URA)	1795 WASHINGTON ST
53	2-26-20-01052	URA	City Owned (Non-URA)	1795 WASHINGTON ST
54	2-26-20-01053	URA	City Owned (Non-URA)	1795 WASHINGTON ST
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56	2-26-20-01055	URA	City Owned (Non-URA)	1795 WASHINGTON ST
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60	2-26-20-01059	URA	City Owned (Non-URA)	1795 WASHINGTON ST
61	2-26-20-01060	URA	City Owned (Non-URA)	1795 WASHINGTON ST
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63	2-26-20-01062	URA	City Owned (Non-URA)	1795 WASHINGTON ST
64	2-26-20-01063	URA	City Owned (Non-URA)	1795 WASHINGTON ST
65	2-26-20-01064	URA	City Owned (Non-URA)	1795 WASHINGTON ST
66	2-26-20-01065	URA	City Owned (Non-URA)	1795 WASHINGTON ST
67	2-26-20-01066	URA	City Owned (Non-URA)	1795 WASHINGTON ST
68	2-26-20-01067	URA	City Owned (Non-URA)	1795 WASHINGTON ST
69	2-26-20-01068	URA	City Owned (Non-URA)	1795 WASHINGTON ST
70	2-26-20-01069	URA	City Owned (Non-URA)	1795 WASHINGTON ST

The City of Oregon City makes no representations, express or implied, as to the accuracy or completeness of the information disclosed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.

Print date: July 19, 2022
 Plot name: Urban Renewal District Properties - 11x17L - 20220719.pdf
 Map name: Urban Renewal District Properties - Urban Renewal District map.aprx



City of Oregon City
 P.O. Box 340
 503 Center St, Oregon City, OR 97045
 503-657-0801 phone
 503-657-6629 fax
 www.orcity.org

Item 9c.

EXHIBIT 7 PROPERTIES**Table 1: Publicly Owned Property (with status as of June 30, 2022)**

Tax Map	Tax Lot	Property Description	Acquisition Status
2-2E-29	3600	Clackamette Cove – 52.85 acres	URD Own/Undeveloped
2-2E-29	2800	Clackamette Cove – 4.4 acres	URD Own/Undeveloped
2-2E-29	3700	Clackamette Cove – 2.60 acres	URD Own/Undeveloped
2-2E-29	3000	Clackamette Cove – 2.79 acres	URC Own/ Undeveloped
2-2E-29	3100	Clackamette Cove - .91 acres	URC Own/ Undeveloped
2-2E-29	3200	Clackamette Cove - 1.00 acres	URC Own/ Undeveloped
2-2E-29	3300	Clackamette Cove - .90 acres	URC Own/Undeveloped
2-2E-29	3400	Clackamette Cove – 3.16 acres	URC Own/ Undeveloped
2-2E-29	1100	Clackamette Cove – 5.22 acres	URC Own/ Undeveloped
2-2E-29	3800	Clackamette Cove - .50 acres	URC Own/ Undeveloped
2-2E-29	3500	Clackamette Cove – 1.24 acres	URC Own/ Undeveloped
2-2E-29	1402	Stimson Property (1795 Washington St) 6.83 acres	URC Own/Existing Structure/Further Development Needed
2-2E-30DD	4800	12 & Main - .27 acre	City Own/vacant lot/ Undeveloped
2-2E-30DD	4900	12 & Main - .16 acre	City Own/vacant lot/ Undeveloped
2-2E-31AB	4400	807 Main St. - .94 acre	County Own/County Court House/To be vacated
2-2E-29CA	500	1726 Washington St. – 7.65 acres	End of the Oregon Trail
2-2E-29CA	1500	1726 Washington St - .43 acres	End of the Oregon Trail
		Riverwalk P (falls access and viewing)	City owned

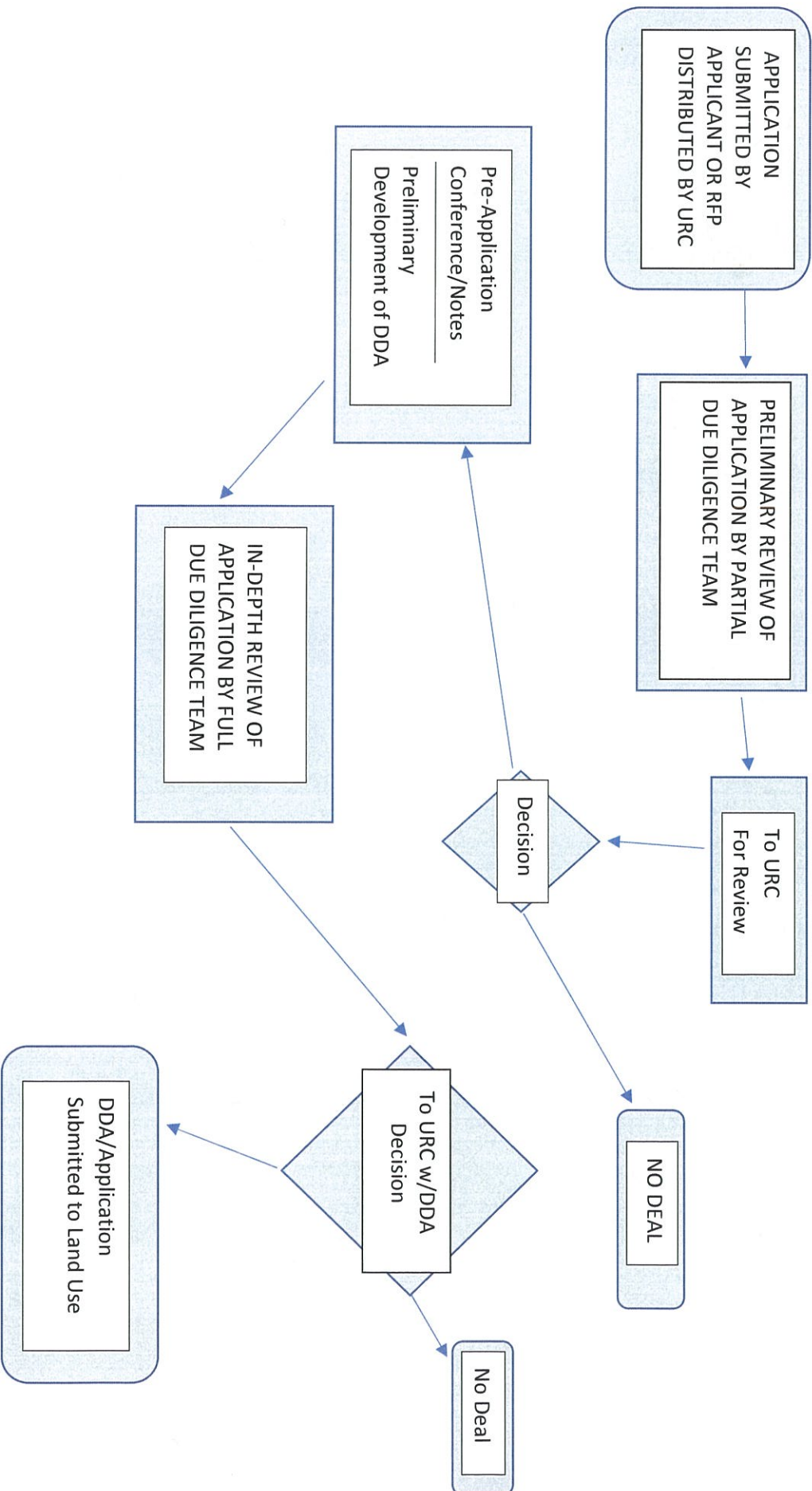
Table 2: Private Property of Interest (with status as of June 30, 2022)

Tax Map	Tax Lot	Property Description	Acquisition Status
2-2E-29	902	Rossmann Landfill (Park Place Dev., Inc.) – 1105 Abernethy RD – 65.53 acres	Private Ownership/Under Contract

Table 3: Infrastructure Projects (with status as of June 30, 2022)

Name	Tax Lot	Property Description	Acquisition Status
Quiet Zone	N/A	Railroad Track Crossings at 10 th and 11 th Streets	Union Pacific Railroad Owner/Federal Funding Approved. Local Match Required
McLoughlin Blvd. to Tunnel	N/A	6 th Street/McLoughlin through Tunnel to Tumwater Drive/McLoughlin	To be completed
Main Street	N/A	From 10 th to 15 th Street	To be completed

Framework for Decision-Making Urban Renewal Project Procedures Diagram





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 01/18/2023

SUBJECT:

Cost Sharing Agreement between City and Fore Development for a Roundabout on Maplelane Road at Walnut Grove Way

STAFF RECOMMENDATION:

Authorize the City Manager to sign and enter into a Cost Sharing Agreement with Fore Development for the cost sharing and construction of a roundabout at Maplelane Road and Walnut Grove Way associated with the land use decision for Maplelane Apartments (GLUA 22-00012).

EXECUTIVE SUMMARY:

As part of condition 3 of the Land Use Decision for GLUA 22-00012, the developer of the proposed development (currently called Maplelane South Apartments) is responsible to address traffic deficiencies at the intersection of Maplelane Road and Walnut Grove Way. To address the deficiencies, a roundabout (TSP Project #D38) is to be constructed. Based on the applicant's traffic projections, their proportional impact is 24.5% of the intersection; therefore, the City is entering into an agreement with the developer to ensure the improvement is constructed and that the applicant is paying their proportional share of the cost.

BACKGROUND:

Over the past year, the City has processed two land use applications located on the northwest corner of Maplelane Road and Beaver Creek Road. TSP Project D38 contemplates the installation of a roundabout at the intersection of Maplelane Road and Walnut Grove Way as an improvement for traffic congestion in this neighborhood. A future project will install a median in front of Thayer Road at Maplelane Road limiting left turns out of and into Thayer Road from Maplelane Road. The roundabout will be used for redirection of that traffic and improve the safety of the intersection of Beaver Creek Road and Maplelane Road.

The application for the Maplelane North project involves reduced trips as the project is an affordable housing project. This led to a minimum amount of proportionally required improvement for the impact to the intersection of Maplelane Road and Walnut Grove Way requiring widening of the northwest corner of the intersection to prepare for a future roundabout.

The application in question for Maplelane South Apartments, (land use decision GLUA 22-00012) requires the roundabout to be constructed as detailed in condition 3 of the land use decision:

3. To address TSP project D38, the applicant shall enter into a mutually acceptable agreement with the City, with approval by the City Commission for the construction of a single lane roundabout at the intersection of Walnut Grove Way and Maplelane Road. The agreement must establish the final design of the roundabout, determine the actual cost related to the percentage responsibility of each party, with applicant's share not to exceed 24.5% and determine the source and timing of the City's contribution of its portion of the actual cost. In the event the parties have not executed a final agreement within 180 days of the effective date of this land use decision, notwithstanding the applicant's good faith efforts to do so, rather than construct a single lane roundabout, the applicant shall construct the left turn lane as required by the applicant's traffic study and shall pay the proportional contribution of 24.5% of an agreed upon applicant's engineer's estimate of the cost of the roundabout minus any portion of the left turn improvements that would contribute to the future roundabout pavement and geometry. "Good faith efforts" shall include an applicant presented, engineered roundabout design and cost for construction and a draft development agreement within 30 days of the effective date of this land use decision, and participation in meetings with City staff and the City Commission in furtherance of negotiating the agreement.

As part of condition 3 of the Land Use Decision, the developer of the proposed development currently called Maplelane South Apartments is responsible to address traffic deficiencies at the intersection of Maplelane Road and Walnut Grove Way. To address the deficiencies, a roundabout (TSP Project #D38) is to be constructed. Based on the applicant's traffic projections, their proportional impact is 24.5% of the intersection; therefore, the City is entering into a cost sharing agreement with the developer to ensure the improvement is constructed and that the applicant is paying their proportional share of the cost.

The development agreement details the cost shares of each party, the funding, and what happens in the event costs exceed the engineer's estimate. The agreement provides for a maximum contribution of \$749,999 because the statutory limit for a public-private partnership not to trigger prevailing wage rates is \$750,000. This will keep costs lower for the applicant and provide a cap for a maximum out of pocket cost for the City. The funding from the City will be provided as a reimbursement once the improvement is constructed, anticipated in Fall of 2023. Funding will be provided from Transportation System Development Charges and Gas Tax Revenues. The System Development Charges are capped at 26% of the total project cost as identified in the Transportation System Development Charge Methodology.

As part of condition 3, the City has 180 days to enter into the agreement. The 180 days ends in March 2023. If an agreement cannot be reached, the developer will need to construct left turn lanes as shown in the attached Left Turn Lane Exhibit.

Therefore, City staff recommends Commission authorize the City Manager to sign and enter into an agreement with Fore Development for the cost sharing and construction of a roundabout at Maplelane Road and Walnut Grove Way associated with the land use decision for GLUA 22-00012.

OPTIONS:

1. Authorize the City Manager to sign and enter into an agreement with Fore Development for the cost sharing and construction of a roundabout at Maplelane Road and Walnut Grove Way associated with the land use decision for GLUA 22-00012.
2. Request changes to the agreement and adopt at a future City Commission meeting.
3. Reject the agreement. If the City Commission chooses this option, the roundabout will be much less likely to be constructed; and instead, a left turn lane will be installed at the intersection northbound turning west onto Walnut Grove Way. (See attached Left Turn Lane Exhibit.)

BUDGET IMPACT:

Amount: \$693,173.05 (up to 749,999)

FY(s): FY23/24

Funding Source(s): Transportation SDC (Approx. \$238,708.60)

Gas Tax (Approx. \$454,464.45)

CITY OF OREGON CITY COST SHARING AGREEMENT

Project Name: Maple Lane Apartments
Permit Number(s): GLUA-22-00012-SP22-00042, LL-22-00001, NROD-22-00008
Map and Tax Lot(s) #: 32E04C01201, 32e04C01300, and 32E04CD03300

THIS COST SHARING AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 202[], by and between the CITY OF OREGON CITY, an Oregon municipal corporation (the “**City**”) and [to be formed Fore entity], LLC, an [STATE] limited liability company (“**Developer**”). City and Developer may be jointly referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

- A. Developer is the owner and developer of an approximately 9.5-acre tract of land that is zoned MUC-2 (Mixed Use Corridor 2) bordered by Maplelane Court to the west, Maplelane Road to the east, and Beaver Creek Road to the south, referred to as map and tax lots 32E04C01201, 32E04C01300, and 32E04CD03300 in Oregon City, Clackamas County, Oregon (the “**Project Site**”); and
- B. Developer desires to improve and develop the Project Site into a project tentatively named Maple Lane Apartments with 216 multi-family units, parking, landscaping, open space, and clubhouse (the “**Project**”); and
- C. City conditionally approved the Site Plan and Design Review, NROD, Lot Consolidation and Road Modification for the Project on September 26, 2022 through GLUA-22-00012, -SP-22-00042, LL-22-00001, NROD-22-00008 (the “**Decision**”), which includes conditions of approval (“**COA**”) that are binding on the Project; and
- D. COA 3 provides:

“To address TSP project D38, the applicant shall enter into a mutually acceptable agreement with the City, with approval by the City Commission for the construction of a single lane roundabout at the intersection of Walnut Grove Way and Maplelane Road. The agreement must establish the final design of the roundabout, determine the actual cost related to the percentage responsibility of each party, with applicants share not to exceed 24.5% and determine the source and timing of the City’s contribution of its portion of the actual cost. In the event the parties have not executed a final agreement within 180 days of the effective date of this land use decision, notwithstanding the applicant’s good faith efforts to do so, rather than construct a single lane roundabout, the applicant shall construct the left turn lane as required by the applicant’s traffic study and shall pay the proportional contribution of 24.5% of an agreed upon applicant’s engineer’s estimate of the cost of the roundabout minus any portion of the left turn

improvements that would contribute to the future roundabout pavement and geometry. “Good faith efforts” shall include an applicant presented, engineered roundabout design and cost for construction and a draft development agreement within 30 days of the effective date of this land use decision, and participation in meetings with City staff and the City Commission in furtherance of negotiating the agreement.”

- E. The single lane roundabout at the intersection of Walnut Grove Way and Maplelane Road referred to in COA 3 is referred to herein as the “**Roundabout Improvements**,” which are depicted on **Exhibit A**; and
- F. The Parties agree that, as provided in this Agreement, Developer will construct or cause to be constructed the Roundabout Improvements and City will reimburse Developer 75.5% of the Roundabout Improvements’ Construction Costs (defined below) through payment of the City’s Cost Contribution (defined below) in satisfaction of COA 3; and
- G. The Parties agree that this Agreement complies with COA 3 and can be relied upon by Developer in the permitting process for the Project to demonstrate compliance with COA 3.

AGREEMENT

NOW THEREFORE, in consideration of the undertakings and mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree that the foregoing Recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein and further hereby agree as follows:

1. Constructing the Roundabout Improvements.
 - (a) The approved construction drawings for the Roundabout Improvements are included as **Exhibit A**.
 - (b) As provided in COA 42, if Developer commences construction of the Project, Developer shall construct, or cause to be constructed, the Roundabout Improvements, and the Roundabout Improvements shall be approved and accepted by the City prior to issuance of a certificate of occupancy for the Project.
 - (c) If Developer commences construction of the Project, Developer will be solely responsible for construction of the Roundabout Improvements, at Developer’s cost, subject only to payment of the City’s Cost Contribution (defined below) as provided in this Agreement.
 - (d) This Agreement does not alter the standards or processes that are generally and typically applicable to the construction of improvements within the right of way, such as the Roundabout Improvements. Developer shall

construct the Roundabout Improvements in accordance with the approved plans and specifications, applicable permit conditions, Oregon City Public Works Standards, Oregon City municipal codes, and other applicable local, state and federal regulations, and codes as required by permits issued for the Roundabout Improvements. Developer shall comply with all COAs applicable to the Roundabout Improvements, including but not limited to: (i) workmanship and materials standards (COA 35); (ii) performance guarantee (COA 25); (iii) engineer's certificate of completion (COA 42); and (iv) maintenance guarantee (COA 45).

- (e) City shall provide technical plan review, project administration and inspection services for the Roundabout Improvements in accordance with the City's standard policies and applicable service fees, and the Developer shall pay the cost of these services. City will charge the Developer 24.5% of the permit fees for the Roundabout Improvements in addition to 100% of the remaining permit fees related to public infrastructure improvements.

2. Construction Costs. The engineer's estimate for the Roundabout Improvements (the "**Construction Costs**") is attached as **Exhibit B**, totals \$918,110 and shall serve as the sole basis for determining the City's cost contribution obligations.

- (a) The General Contractor's fee, included as an item within the Construction Costs estimate, shall be defined to include project management fees resulting from the procurement of a contractor, processing of payments for construction, and addressing requests for information and/or change orders.

3. Proportional Allocation of Construction Costs. For the reasons explained in the Decision, the Project's proportional impact on the Roundabout Improvements require that the Construction Costs be allocated based on a proportionate share of the Construction Costs as follows:

- (a) "**Developer's Cost Contribution**" is Developer's 24.5% share of the Construction Costs, which total \$224,936.95.
- (b) "**City's Cost Contribution**" is the City's 75.5% share of the Construction Costs which totals \$693,173.05. City has the following sources of funding available for the City's Cost Contribution, which City expects to be available on the Completion Date (defined below):
 - i. Transportation System Development Fees \$238,708.60
 - ii. Motor Fuel Taxes \$454,464.45

4. Payment of City's Cost Contribution.

- (a) For the purposes of this Agreement, the “**Completion Date**” is when the Roundabout Improvements are substantially complete, meaning the Roundabout Improvements are constructed and available for use for their designed purpose, subject only to minor punchlist or other minor work that does not unreasonably interfere with such use and is completed in a diligent manner. Developer estimates the Completion Date will occur in approximately September 2023, which is provided to assist the City in planning for its Cost Contribution obligation and is not a binding date.
- (b) Within thirty (30) days of the Completion Date, Developer shall provide City with a written request for reimbursement of the City's Cost Contribution (“**Reimbursement Request**”).
- (c) Within thirty (30) days of receiving the Reimbursement Request, City shall reimburse Developer for the costs in excess of Developer's proportionate share of the Roundabout Improvements by disbursing to Developer in one lump sum the City's Cost Contribution.

5. Construction Bid Exception. Notwithstanding any other obligation in this Agreement, if prior to commencing construction on the Roundabout Improvements, Developer receives a fixed price bid from a contractor ready and able to construct the Roundabout Improvements that exceeds the engineer's estimate for the Roundabout Improvements (the “**Fixed Price Bid**”), the Parties agree:

- (a) The City shall reimburse the Developer for the City's 75.5% share of the Fixed Price Bid up to, and not exceeding, \$749,999; and
- (b) The City shall not be responsible for payment of any Reimbursement Request amount in excess of \$749,999.

6. Indemnity. The Developer will indemnify and hold the City harmless against all claims to the extent they arise out of or result from the Developer's negligence or willful misconduct in connection with the construction of the Roundabout Improvements, whether such claims arise out of the negligence or willful misconduct of the Developer, any subcontractor, or anyone employed by either of them, but except to the extent of claims arising out of or resulting from (i) the acts or omissions of the City, City's breach of its obligations under this Agreement, or City's obligation to pay City's Cost Contribution, or (ii) any matter occurring after the City accepts the Roundabout Improvements after expiration of the two (2) year warranty required under Section 17.50.141 of the City's Municipal Code.

7. Insurance.

- (a) The Developer shall purchase and maintain, or cause to be purchased and maintained:

- i. Commercial general liability insurance that shall insure against claims arising out of the Developer's construction of the Roundabout Improvements, whether such claims arise out of the actions of the Developer, any subcontractor, their employees, agents, or independent contractors, with property damage and contractual indemnity coverage;
 - ii. Workers compensation insurance in the amounts required under applicable law;
 - iii. Employer's liability insurance; and
 - iv. Comprehensive automobile insurance.
- (b) The furnishing of the aforesaid insurance shall not relieve the Developer of its obligation to indemnify the City in accordance with the provisions of this Agreement.

8. Interpretation and Severability. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement.

9. Assignment. Developer may assign its rights and obligations under this Agreement to any successor owner of the Project Site. The Developer shall promptly notify the City of any such assignment and the assignee shall submit to the City evidence that it is carrying the insurance required hereunder not later than thirty (30) days following such change of ownership. The Developer may collaterally assign this Agreement to a lender providing financing for the construction of the Project.

10. No Waiver. The failure of a Party to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

11. Authority to Execute. City and Developer each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

12. Attorney Fees. In the event that any party to this Agreement institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be

entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorneys fee provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

13. Exhibits. Any exhibits attached to this Agreement and referred to herein are incorporated in this Agreement as if they were fully set forth in the text hereof. Exhibits include:

- (a) Exhibit A. Roundabout Improvements.
- (b) Exhibit B. Construction Costs.

14. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when actually delivered in person, (b) one business day after deposit with a commercial courier service for “next day” delivery, (c) two business days after having been deposited in the United States mail as first-class mail, certified or registered mail, postage prepaid, or (c) when emailed (with proof of transmission) addressed to the parties as follows:

City: Josh Wheeler, P.E.
Development Projects Manager
City of Oregon City
P.O. Box 3040
Oregon City, OR 97045
503-657-0891
jwheeler@orccity.org

Developer: Jason Wald
Partner
[to be formed Fore entity]
c/o Fore Property Company
1741 Village Center Circle
Las Vegas, NV 89134
972-415-4214
jwald@foreproperty.com

Any party may change its address for notice purposes, such notice to be given pursuant to this section.

Signature Page(s) to Follow

IN WITNESS WHEREOF, Developer and the City have executed this instrument on the date first written above.

DEVELOPER: By: _____ Name: _____ Its: _____ Date: _____	CITY OF OREGON CITY: By: _____ City Manager, Anthony J Konkol, III By: _____ John M. Lewis, P.E. Public Works Director Approved as to form: By: _____ City Attorney
--	--

EXHIBIT A
ROUNDABOUT IMPROVEMENTS

[approved construction drawings, to be provided]

EXHIBIT B
CONSTRUCTION COSTS

[to be provided]

EXHIBIT A

MAPLELANE NORTH AFFORDABLE HOUSING PROJECT (UNDER CONSTRUCTION)

PROPOSED MAPLELANE SOUTH APARTMENTS PROJECT

WALNUT GROVE WAY

S MAPLELANE RD

S THAYER RD

12' TRAVEL LANE
8' PARKING LANE
6' BIKE LANE
12' TRAVEL LANE
12' CENTER LANE

NEW STANDARD CURB MEDIAN ISLAND
STRIPED EDGE WITH RAISED RUMBLE STRIPS
MAPLELANE AFFORDABLE HOUSING PROJECT IMPROVEMENTS UNDER CONSTRUCTION (TO REMAIN, TYP)

20.0' TYP

14.0'
14.0'

15.0'

15.0'

R50.0'
R34.0'

7.854 sf
100.0'
140.0'

2.805 sf

EXISTING END OF SIDEWALK BARRICADE TO REMAIN
NEW LANDSCAPING
NEW CURB RAMP AND PEDESTRIAN CONNECTION TO EXISTING SIDEWALK

NEW CURB
EXISTING SIDEWALK TO REMAIN
EXISTING RAMP TO BE REMOVED
NEW CURB RAMP
NEW MOUNTABLE MEDIAN ISLAND
EXISTING RAMP TO BE REMOVED
NEW CURB RAMP

14.0'
14.0'

23,030 sf

5,645 sf

NEW CURB RAMP AND PEDESTRIAN CONNECTION TO EXISTING SIDEWALK
NEW LANDSCAPING

12' TRAVEL LANE
6' BIKE LANE
8' PARKING LANE

CONCRETE TRAFFIC SEPARATORS
EXISTING SIDEWALK TO REMAIN
EXISTING ASPHALT PAVEMENT TO REMAIN

NEW ROUNDABOUT MOUNTABLE TRUCK APRON
NEW LANDSCAPED ROUNDABOUT CENTER ISLAND
STRIPED EDGE WITH RAISED RUMBLE STRIPS
NEW STANDARD CURB MEDIAN ISLAND
NEW 12' WIDE MULTI-USE PATH
BIKE RAMP (TYP)
NEW CURB AND LANDSCAPING STRIP

8' PARKING LANE
6' BIKE LANE
12' TRAVEL LANE
12' CENTER LANE

0 15 30 60
SCALE: 1" = 30'

OREGON CITY, OREGON

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

530 Center Street NE, Suite 240, Salem, OR 97301
phone: 503.365.1131 www.hlpr.com fax: 503.221.1171

[illegible]

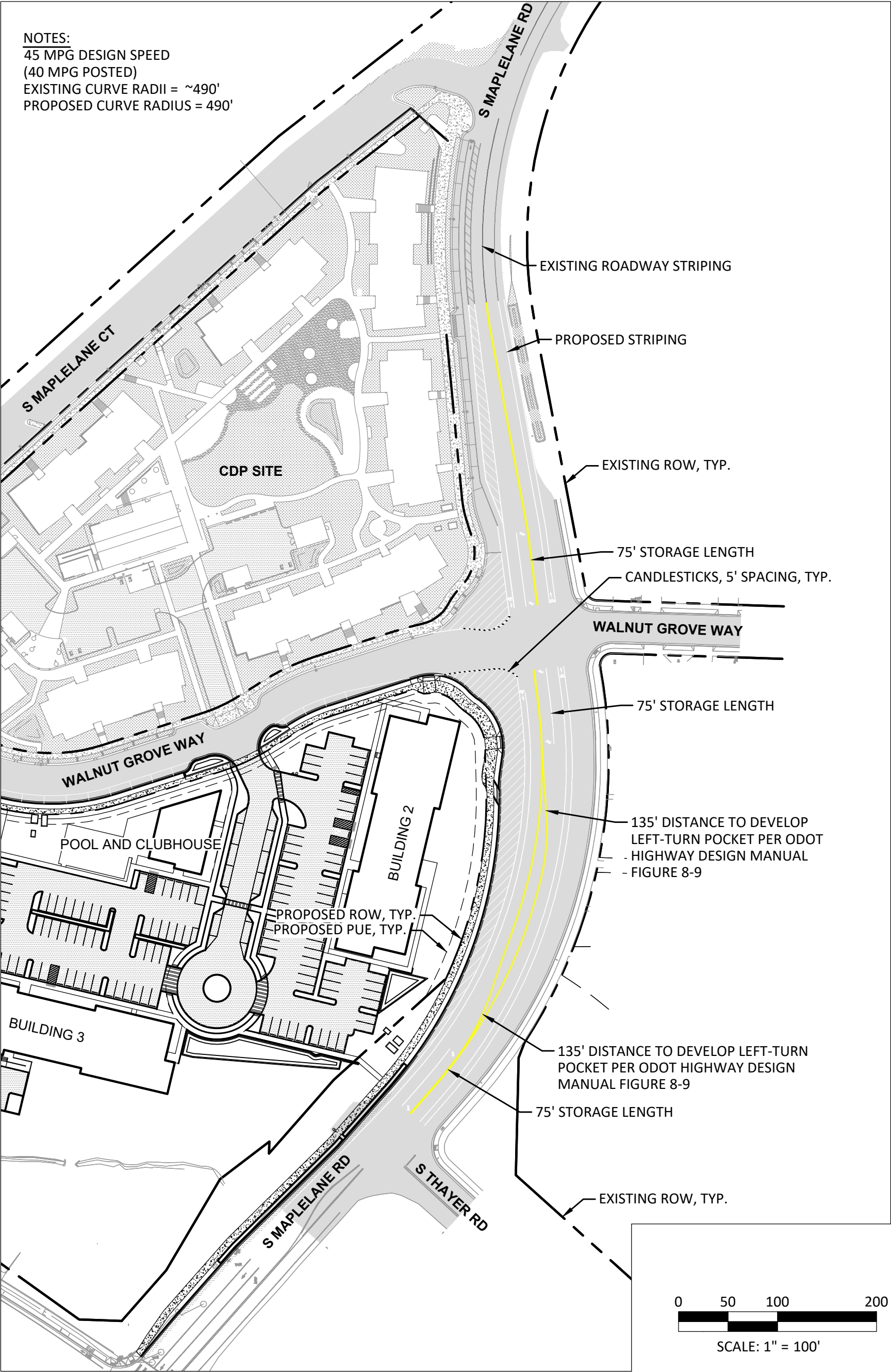
Maplelane South Apartments**Engineer's Estimate - SD Roundabout Estimate**

Prepared by: Harper Houf Peterson Righellis, Inc.

Job No. MCP-34

November 1, 2022

ESTIMATED HARD CONSTRUCTION COSTS		OVERALL PROJECT			
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Maplelane Rd and Walnut Grove Way Roundabout					
1	Mobilization	L.S.	1	8.0%	\$ 53,000.00
2	Temporary Work Zone Traffic Control	L.S.	1	12.0%	\$ 79,000.00
3	Erosion Control	L.S.	1	1.0%	\$ 7,000.00
4	Construction Staking	L.S.	1	3.5%	\$ 23,000.00
5	Clearing and Grubbing/Removal of Pavement, Structures, and Obstructions	SF	39,000	\$ 1.00	\$ 39,000.00
6	Cold Plane Pavement Removal, 0 -2 Inches Deep	SY	615	\$ 7.00	\$ 4,300.00
6	Truck Apron Concrete Surfacing	SF	4,100	\$ 20.00	\$ 82,000.00
7	Concrete Median	SF	1,550	\$ 15.00	\$ 23,250.00
8	Level 3, 1/2" Dense ACP	TON	780	\$ 150.00	\$ 117,000.00
9	12-Inch Subgrade Stabilization	SY	110	\$ 40.00	\$ 4,400.00
9	Concrete Sidewalk	SF	500	\$ 9.50	\$ 4,800.00
10	Aggregate Base (under ACP, sidewalks and concrete surfacing)	TON	1,570	\$ 55.00	\$ 86,350.00
11	Geotextile	SY	1,775	\$ 2.00	\$ 3,550.00
12	Concrete Curb, Curb and Gutter	LF	425	\$ 50.00	\$ 21,250.00
13	Concrete Curb, Standard Curb	LF	570	\$ 30.00	\$ 17,100.00
14	Concrete Curb, Mountable	LF	550	\$ 35.00	\$ 19,250.00
15	Concrete Curb, Traffic Separator	LF	340	\$ 50.00	\$ 17,000.00
16	Concrete ADA Ramps	EA	4	\$ 2,000.00	\$ 8,000.00
17	Stormwater Management and Drainage	L.S.	1	\$ 40,000.00	\$ 40,000.00
18	Landscaping and Irrigation	SF	12,500	\$ 6.00	\$ 75,000.00
19	Street Lighting (2 new poles, 4 adjusted existing poles)	L.S.	1	\$ 50,000.00	\$ 50,000.00
20	Striping and Signage	L.S.	1	\$ 40,000.00	\$ 40,000.00
				Subtotal	\$ 814,250.00
				4% GC Fee	\$ 32,570.00
				2% Bonding & Insurance	\$ 16,290.00
				Additional Engineering	\$ 55,000.00
				Grand Total	\$ 918,110.00



JOB NO. MCP-34	SHEET NO. 1				DESIGNED: HHPR
					DRAWN: HHPR
					CHECKED: RMM
					DATE: JULY, 2022
		DATE	NO.	DESCRIPTION	
		R E V I S I O N S			



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

LEFT-TURN LANE EXHIBIT

MAPLELANE SOUTH APARTMENTS

OREGON CITY, OREGON



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 01/18/2023

SUBJECT:

Downtown Public Restroom Site Selection and Authorization to Purchase Unit

STAFF RECOMMENDATION:

Staff recommends the City Commission direct the City Manager to sign a contract to purchase a single unit Portland Loo located adjacent to the Municipal Elevator within the parking area of the east side of Railroad Avenue.

EXECUTIVE SUMMARY:

The concept of a downtown public restroom has been discussed over the past few years. After research, an analysis of various types and locations, and public outreach, staff recommends the City Commission direct the City Manager to sign a contract to purchase a single unit Portland Loo in the amount of \$141,640. It will be located adjacent to the Municipal Elevator within the parking area of the east side of Railroad Avenue.

BACKGROUND:

The concept of a downtown public restroom has been discussed over the past few years. This included various meetings with City residents, the Downtown Oregon City Association (DOCA), and City staff. With American Rescue Plan Act (ARPA) funding now allocated, staff began the process to work with DOCA to find a unit and location acceptable to all that could be constructed in summer 2023.

Research was completed on the type of unit, the location of a unit, and any challenges with each unit and location.

Six types of pre-manufactured units were considered. Three of these units are installed in at least one location within the United States. The Portland Loo is a unit which requires regular daily maintenance. The Exeloo and Urbanblu are self-cleaning units that require intermittent maintenance. The other three units are similar to Exeloo and Urbanblu but have only been installed in other countries. The Portland Loo provides an

openness which discourages long term use and allows for Police surveillance whereas the Exeloo and Urbanblu are fully enclosed with timers that can be set for automatic opening. Pricing is very similar for all units. Portland Loo uses parts that can easily be found at any parts vendor. The other units have proprietary parts that may cause delays in repairs.

Portland Loo is Crime Prevention Through Environmental Design (CPTED) certified and is desired by the Oregon City Police Department. CPTED is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments. CPTED strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime

Seven locations were reviewed in the Site Location and Facility Type Review: 6th/Main, 7th/Main #1, 7th/Main #2, Elevator, midblock between 7th and 8th on Main, Liberty Plaza, 9th and Main. 6th and 9th Streets are located on one-way streets which make access and construction more difficult. Those two locations are also a bit out of the way of some of the downtown pedestrian traffic. 7th and Main requires ODOT approval, and ODOT has stated they will not permit this location. The utilities at 7th and Main would also be challenging. Clackamas County does not support Liberty Plaza due to the unknowns about their property in the future. The owner of the midblock location supports the idea; however, they only have rights to their property through spring of 2023 and may end up selling the property. This leaves the Elevator as the best location.

Public outreach was provided to Police, Fire, Economic Development, Tourism, Planning, Public Works, Parks, DOCA, and the Two Rivers Neighborhood Association. DOCA provided a survey to downtown businesses to receive feedback. All found the Elevator location to be appealing as well as Liberty Plaza. The neighborhood association did not reply to our communications.

Public Works will be working with the Arts Commission to provide art as a wrap to be placed on the unit. This is an aftermarket product that would be installed after the unit is installed.

Staff recommends the City Commission direct the City Manager to sign a contract to purchase a single unit Portland Loo, to be located adjacent to the Municipal Elevator within the parking area of the east side of Railroad Avenue. The lead time for the unit is currently six months. During that time, Public Works staff will work with a consultant and contractor to design and install the concrete pad and utilities needed to prepare for the delivery and installation of the unit. Public Works staff will also work with the Arts Commission and a wrap company to complete a project on the unit. Lastly, staff will also bring an ordinance to add Code which will allow the Police Department to address any misuse of a Public Restroom that may occur. This was recommended and suggested by the Police Department.

Total Project Cost is approximated as:

- Unit:	\$141,640
- Consultant:	\$35,000
- Contractor:	\$50,000
- Wrap:	\$5,500
- Artist:	TBD
- Security Camera:	<u>\$10,000</u>

Grand Total (estimated): \$242,140

Annually, we anticipate maintenance costs at \$30,000. This placeholder value assumes a cost of \$50 per hour, 2 hours per day, 300 days per year. We anticipate Public Works contracting with a service vendor who can provide routine and scheduled site visits and respond in instances of emergency service needs. Operational hours and funding for maintenance will need to be determined later, however tentatively we are thinking hours of operations that match the municipal elevator hours of operation.

To address concerns of squatting, drug use, prostitution, and vandalism, staff recommends installation of a security camera, routine maintenance, and routine surveillance by the Police Department to ensure a working, safe, useable public restroom. These issues are well documented throughout the United States with respect to public restrooms. By choosing the Portland Loo, we feel illegal activities will be minimized due to its industrial construction and slotted see-through system. The addition of proper lighting and a security camera, adoption of City Code, and routine oversight will assist in keeping this unit as a positive amenity for the community.

Therefore, after research and analysis of various types and locations, and public outreach, staff recommends a single unit Portland Loo be purchased and located adjacent to the Municipal Elevator within the parking area of the east side of Railroad Avenue. Note that the consultant costs, wrap cost, artist, and security camera are all within City staff purchase authority. We do not yet know if the contractor cost will require Commission approval, but if so, we will bring that back later.

OPTIONS:

1. Direct the City Manager to sign a contract to purchase a single unit Portland Loo in the amount of \$141,640. It will be located adjacent to the Municipal Elevator within the parking area of the east side of Railroad Avenue.
2. Request additional information.

BUDGET IMPACT:

Amount: \$141,640
FY(s): FY23/FY24

Funding Source(s): ARPA



MEMORANDUM

To : John Lewis, Dayne Webb

From : Josh Wheeler

Date : 12-13-22

RE : Downtown Public Restroom

This document provides a summary of public toilets, including models, options, locations, costs, and concerns of these systems.

Types

Portland Loo

- Requires manual cleaning
- Made in Portland, Oregon
- Openness discourages criminal use
- Found in 20 cities in Canada and the US – McMinnville, Eugene, Portland, and Vancouver, WA locally

Exeloo

- Self Cleaning Unit
- Made in New Zealand
- Found in Los Angeles, San Francisco and elsewhere
- Touchless System
- Fully enclosed

Urbanblu

- Canadian company
- Found in Canada and Palisades, Colorado
- Touchless System, Fully Enclosed

Other systems similar to Exeloo and Urbanblu not found in the United States

- Toilitech (PTMatic) - Italy
- Hitechsmart – Saudi Arabia
- Sanitronics – Netherlands and Sweden

Locations

The following locations as depicted are under consideration.

1. Elevator
2. Liberty Plaza (private property easement)
3. 6th and Main
4. 7th and Main
5. Midblock Main between 7th and 8th, north side (private property easement)
6. 9th and Main



Criteria :

This criteria is being used to determine the best location for the facility.

- A. Sewer Available?
 - i. 2 – yes, easily available, minimal disruption
 - ii. 1 – yes, available, but significant disruption (more than just sidewalk)
 - iii. 0 – no, not readily available
- B. Water Available?
 - i. 2 – yes, easily available, minimal disruption
 - ii. 1 – yes, available, but significant disruption (more than just sidewalk)
 - iii. 0 – no, not readily available
- C. Electric Available?
 - i. 2 – yes, easily available, minimal disruption
 - ii. 1 – yes, available, but significant disruption (more than just sidewalk)
 - iii. 0 – no, not readily available
- D. Compatibility with surrounding use? Proximity to events?
 - i. 2 – yes, close to majority of events
 - ii. 1 – yes, close to half of events
 - iii. 0 – no, not very close to majority is uses
- E. Crane accessibility for installation?
 - i. 2 – yes, easily available, minimal disruption
 - ii. 1 – yes, available, but significant disruption (more than just sidewalk)
 - iii. 0 – no, not readily available
- F. Any special permits?
 - i. 0 – 2 or more permits
 - ii. 1 – 1 permit
 - iii. 2 – no permits
- G. ADA Accessibility?
 - i. 2 – yes, directly adjacent to accessible ramp or area
 - ii. 1 – yes, within 50 feet of accessible ramp or area
 - iii. 0 – no, not very close to accessible ramp or area
- H. Police/Fire Accessibility?
 - i. 2 – entirely visible, easily accessible
 - ii. 1 – somewhat visible, somewhat accessible
 - iii. 0 – hidden, more difficult to access
- I. Needed easements or Right-of-way?
 - i. 0 – 2 or more easements or right-of-way needed
 - ii. 1 – 1 easement or right-of-way needed
 - iii. 2 – no easements or right-of-way needed

	Elevator	Liberty Plaza	6 th and Main	7 th and Main	Midblock Main between 7 th and 8 th	9 th and Main
Sewer	1	1	2	1	1	1
Water	2	1	0	1	1	1
Electric	2	0	2	2	0	2
Compatibility	2	2	0	2	2	1
Crane Accessible	2	1	0	0	1	0
Special Permits	2	1	2	1	0	2
ADA Accessibility	1	1	1	1	0	2
Police/Fire Accessibility	2	2	0	1	2	1
Easements or ROW?	2	1	2	1	1	2
SCORE	16/18	10/18	9/18	10/18	8/18	12/18

Analysis

1. Elevator
 - A. Placed in parking space (Loss of 2 spaces)
 - B. Close to amenities, can use parking area for install, accessible
 - C. ADA ramp may be needed
2. Liberty Plaza
 - A. Disruption to Main Street to install utilities
 - B. Permit and Easement needed from County – may not get permission
 - C. ADA is not directly available at street
 - D. Electric is not clearly accessible
3. 6th and Main
 - A. Placed in parking space (Loss of two spaces)
 - B. Water is across street and is a cast iron main

- C. Location is hidden and not close to busy part of downtown
 - D. One way street would need closed down for construction
- 4. 7th and Main
 - A. Placed in ODOT ROW – may not get permission
 - B. Sanitary and Water Construction is very confined
 - C. Crane would potentially close bridge
 - D. Prominent location but may not be easily accessible
- 5. Midblock Main between 7th and 8th, north side
 - A. Impact to road to construct utilities
 - B. Impact to road for crane use
 - C. Congested for police and fire response
 - D. Electric is not clearly accessible
 - E. Easement needed – may not get permission
- 6. 9th and Main
 - A. Less accessible due to one way road
 - B. Impacts for crane and utility work
 - C. Losing parking space could be a problem in this area

Costs

- 1. Portland Loo
 - a. Setup, Delivery, Construction : Approx. \$200,000
 - b. Design : Approximately \$25,000-\$50,000
 - c. Extras (Included in Cost)
 - i. Hand Washing Station, Trash Can, Baby Changing Table
- 2. UrbanBlu
 - a. Approx. \$200,000 (not including software support)
 - b. Design : Approximately \$25,000-\$50,000
 - c. Extras (Included in approximate cost)
 - i. Monthly Software Support
 - ii. Decorative photo wrap, specialty finishes
 - iii. Baby Changing Table
- 3. Exeloo
 - a. Approx. \$200,000 (not including software support)
 - b. Design : Approximately \$25,000-\$50,000
 - c. Extras
 - i. Monthly Software Support
 - ii. Decorative photo wrap, specialty finishes, baby changing table

Stakeholders

The following stakeholders have been involved in the review and decision making for a recommendation for a public restroom :

1. Public Works Operations and Maintenance
2. DOCA
3. Downtown businesses
4. Neighborhood Association
5. Police
6. Fire
7. Planning

Staff Comments

- Portland Loo better for Police oversight
- Portland Loo better for vandalism
- Exeloo more comfortable for users
- Adding art to units is desirable
- Main Street locations are close, but could detract from feel of the corridor
- Elevator location is a bit off of beaten path, but is still close to amenities, events, and many pedestrians
- Future locations may be at existing municipal parking lot on north Main Street and the future development of the Blue Heron site

Pictures of the Units

Portland Loo



Exeloo



Recommendation

- Location : Elevator
- Model : Portland Loo, single unit

Pictures of the Units at Recommended Location :

PORTLAND LOO



EXELOO



Exterior and Interior Optional Treatments (Portland Loo) :



Exterior Wrap



Interior Wrap

Video Links

Portland Loo - <https://vimeo.com/141186536>

Exeloo - <https://we.tl/t-VZrbocTiWY>

Future Decisions prior to Installation and Operation

- Maintenance Costs – Anticipated as \$30,000+ annually
- Maintenance Frequency – Recommended twice daily
- Maintenance Contract – Management and Oversight
- Selection of Consultant for Bid Documents
- Selection of Contractor for Installation
- Police Frequency



MEMORANDUM

DATE: 1/18/2023
TO: City Commission
FROM: Josh Wheeler, PE, Assistant City Engineer
RE: Downtown Public Restroom
Responses to Survey

The Downtown Oregon City Association (DOCA) provided a survey to the businesses on their e-mail list to get feedback concerning the City's efforts in providing a public restroom within the downtown area. The following is the feedback received.

Question 1: The City is considering adding a Single Unit Public Restroom in the downtown area. Do you believe this would be an amenity to downtown?

Answers: 12 responses, 9 yes, 3 no

Question 2: The City has considered many locations. It looks like adjacent to the Elevator at 7th and Railroad may be the best location. Do you think this location will work?

Answers: 12 responses, 7 yes, 3 no, 2 other.

Other Responses:

- A. This is a much needed service for the quality of downtown Oregon City and the Promenade. I want it to be compatible with the historic McLoughlin Conservation District.
- B. Who needs the public restroom? I mean really? Pedestrians, OC Citizens, visitors, who? We have SO many businesses downtown who have bathrooms for CUSTOMERS. It looks to me like this is another public restroom for the homeless population. If the homeless issue is NOT addressed, this bathroom will create more problems than it solves.

Question 3: The City is choosing between two units: Portland Loo and Exeloo. Which one do you think would work for Oregon City?

Answers: 9 responses, 3 Portland Loo, 6 Exeloo

Question 4: Do you believe an artistic wrap or décor in the unit should be added?

Answers: 11 responses, 7 yes, 4 no

Questions 5: Do you believe the unit should have hours similar to the elevator or be available 24/7?

Answers: 10 responses, 6 same as elevator, 4 - 24/7

Other Comments:

- A. Great addition to serving our tourists.
- B. It's about time! Thank you.
- C. I hope they don't put bathrooms downtown. These will only attract more homeless, and I already have problems weekly with them disrupting my business.
- D. This spot would make more sense if it was inside the boundary of Main Street events. The place will be full of needles and trashed by the homeless if we don't make it illegal to litter, do drugs, sleep on public streets and property. Even if it is locked at night it will not be a safe area for people to be. Look at the tunnel going up the hill, it's scary as hell.

Staff Responses to Public Comments (provided only in this memo):

- 1. Engineering has verified with Planning that no land use process is required and the elevator location at 7th and Railroad is not within the McLoughlin Conservation District. However, City staff plan to work with the Arts Commission on a wrap for the unit.
- 2. City staff looked at several locations and each was not desired due to either being located on a one-way street (which would be an issue for construction and maintenance) or the owners of other areas (one private property, Clackamas County, and ODOT) were not willing to provide approval for installation at their locations. The elevator was the simplest location, close enough to events and Main Street, that was plausible. Also, any Main Street special events will still need to provide their own temporary restrooms when those events occur.



The Portland Loo

A Unique Solution to a Universal Problem

QUOTE

Item 9e.

Date: December 28, 2022
Invoice #: [954]
Customer ID: Oregon City
Expires: 1/28/2023

To: **Name:** Josh Wheeler **Ship to:** Zip Code 97045
City: Oregon City, OR

Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms
Evan Madden	Truck	FOB Shipping Point	TBD	see attached

Item #	QTY	Description	Unit Price	Line Total
1	1	<u>Portland Loo:</u> Single occupant public toilet. 304 stainless steel posts, panels, louvers, roof and toilet. Aluminum front door. Skylight, 40W heat trace, interior & exterior LED lighting with photoeye and motion sensor control and occupancy counter. Incl. interior 32oz hand sanitizer dispenser and lockable 2-roll toilet paper dispenser with AC power option. (LH/RH door swing and hand wash basin to be determined later)	\$130,000.00	\$130,000.00
2	1	Loo Template	incl	-
3	1	Foundation Mounting Hardware	incl	-
4	1	As Built Drawings	\$500.00	\$500.00
5	1	Baby Changing Table	\$1,470.00	\$1,470.00
6	1	Trash Can	\$100.00	\$100.00
7	1	Sharps Container	\$900.00	\$900.00
8	1	Recessed Hand Wash With Cold Air Hand Dryer, Tempered Water, and Soap Dispenser.	\$6,725.00	\$6,725.00
9	1	Shipping & Handling	\$1,945.00	\$1,945.00
Total				\$141,640.00

Make all checks payable to Madden Fabrication

Thank you for your business!

2550 NW 25th Pl. Portland, Oregon 97210 (503)226-3968

Proposal good for 30 days. Madden reserves the right to pass on any material price escalation beyond 30 days.

TERMS AND CONDITIONS FOR MADDEN FABRICATION
(PORTLAND LOO)

1. As used herein, “Agreement” refers to these Terms and Conditions and accompanying Standard Exclusions and Proposal, collectively; and “Madden” or “Madden Fabrication” means Madden Fabrication, Inc. The accompanying Proposal and Standard Exclusions and these Terms and Conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms and Conditions.
2. The terms set forth in this Agreement are the sole terms for the sale of goods and services (“Goods”, “Portland Loo” and “Services”) by Madden Fabrication, unless otherwise specifically provided for by Madden Fabrication in this document and shall apply to the exclusion of any inconsistent or additional terms contained in the Customer’s order or acknowledgment or otherwise proposed by Customer. Customer’s acceptance of these terms shall be conclusively presumed by Customer’s request for delivery of Goods and Services, or by Customer’s acceptance of delivery of, or payment for, the Goods and Services.
3. Madden Fabrication may, but shall not be obligated to, grant credit terms to Customer. Madden Fabrication reserves the right to refuse or cancel any order without liability if Madden Fabrication deems Customer unable to pay for any Goods or Services. Madden Fabrication reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed Customer, either generally or with respect to a particular order. Customer hereby authorizes Madden Fabrication to apply any payment made by or on behalf of Customer to any account or accounts then outstanding between Customer and Madden Fabrication and Customer hereby waives any right to require any application of such payment to a particular account.
4. All shipments of Goods will be transported to Customer’s designated address. Customer agrees that Customer is responsible for unloading the Goods.
5. Unless otherwise specified in Madden Fabrication’s Proposal, Madden Fabrication may ship the Goods at any time after the Goods are ready for shipment. Further, Customer agrees to accept the Goods when delivered to Customer.
6. If Customer delays shipment, regardless of the reason for delay, Customer shall pay Madden Fabrication (a) for storage, drayage, shipping and any other costs incurred due to Customer’s delay plus reasonable overhead and profit as determined by Madden Fabrication; (b) the remaining balance of the purchase price; and (c) \$2,500 per month storage fee for each Portland Loo each month that delivery is delayed. Any of Customer’s costs, damages or difficulties arising from the Customer’s delay in shipment or receipt of the Goods are Customer’s responsibility.

7. Madden Fabrication makes and sells the Portland Loo under license from the City of Portland, Oregon. Customer's purchase of the Portland Loo shall not transfer any intellectual property rights related to the Portland Loo, including but not limited to licenses, patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law. All such intellectual property rights are reserved by the City of Portland and Madden Fabrication (as licensee). Customer shall have no right to make copies of the Portland Loo, or to sublicense or otherwise commercially use any intellectual property right related to the Portland Loo, including but not limited to the "Portland Loo" name.
8. Madden Fabrication may agree to make changes in the Goods or Services, or both. However, Madden Fabrication will not be required to proceed with such changes until Madden Fabrication and Customer agree on a price adjustment. No changes shall be made to the Goods or Services, or both, without Madden Fabrication's consent.
9. The Goods will be delivered within a reasonable time after the receipt of Customer's order, subject to delays permitted under this Agreement. Customer shall pay all sales, use, corporate activity, gross receipts, turnover, privilege, value-added tax (VAT), goods and services tax (GST), excise or similar taxes, or other charges or fees which Madden Fabrication is required to pay, or to collect and remit, to any Government or any governmental agency (whether federal, state, local or other) and which are imposed on gross receipts derived from the sale or delivery of Goods or Services or measured by the sale or delivery of Goods or Services or gross receipts derived from the sale of Goods or Services.
10. Customer shall ensure that all unloading and handling of the Goods complies with the following: (a) All Goods (including but not limited to the Portland Loo), whether palletized or separated from a pallet, must be handled in accordance with the Portland Loo Installation Procedures; (b) all material received from, but not manufactured by Madden Fabrication, must be handled in accordance with the handling instructions of the manufacturer of the material; and (c) use of proper handling equipment and its supply and operation are strictly the responsibility of Customer. Failure to properly unload and handle the Goods (including but not limited to the Portland Loo), voids Madden Fabrication's warranties hereunder.
11. Unless accepted by Customer, Madden Fabrication's Proposal will expire and shall be of no effect thirty (30) days after the Customer receives the Proposal. Madden Fabrication reserves the right to pass on any material price escalation to Customer beyond the thirty (30) day period.
12. Madden Fabrication will invoice Customer as follows: Thirty percent (30%) at the time of receipt of Customer's acceptance of Madden Fabrication's Proposal; fifty percent (50%) when the Goods are ready for shipment; and twenty percent (20%) after the Goods have left Madden Fabrication's facility in Portland, Oregon. Customer must make

payments no later than thirty (30) days from the billing date specified on each invoice. Time is of the essence of Customer's performance of its payment obligations, and Customer's failure to remit payment in full within thirty (30) days of the billing date specified on the invoice shall constitute a material breach of this Agreement. Madden Fabrication does not accept partial payments, any offsets, credit card merchant fees and/or retainage against the purchase price.

13. Customer agrees that any late payment is subject to a late fee of 1.5% per month (18% per annum). If a late fee is assessed, it must be paid together with all delinquent amounts, at Madden Fabrication's option, in order to maintain an open account with Madden Fabrication. If Customer fails to make payment as set forth herein, Madden Fabrication shall not be obligated to make any further deliveries to Customer, may elect at any time to cancel all or part of any order, and proceed to enforce all legal rights and remedies for collection of any delinquent amount.
14. If Madden Fabrication considers itself insecure with respect to Customer's performance of its obligations under this Agreement, Madden Fabrication shall have and may exercise all remedies available to it under law and at equity and may, at its option, declare all sums then unpaid immediately due and payable. Customer agrees that Madden Fabrication may file a construction, mechanic's or labor lien, payment bond claim, or other claim or action to enforce Madden Fabrication's right to payment. If Madden Fabrication files a lien or claim, Customer agrees to pay all costs necessary to satisfy and discharge the lien or claim, including, without limitation, attorney fees, filing fees, and costs. If Madden Fabrication incurs collection costs or attorney fees due to failure of Customer to pay when due or timely perform any obligation, Customer shall pay, immediately on demand, Madden Fabrication's costs, reasonable attorney fees, collection costs, and all expenses incurred by Madden Fabrication in collection of sums due, even though no suit or action is filed.
15. **Disclaimer of Warranty:**
 - a. **MADDEN FABRICATION WARRANTS SOLELY THAT IT WILL PROVIDE GOODS AND/OR SERVICES IN CONFORMANCE WITH THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO SUCH GOODS AND/OR SERVICES PROVIDED BY MADDEN FABRICATION. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT RELYING ON MADDEN FABRICATION IN ANY WAY FOR DESIGN OR ENGINEERING WITH RESPECT TO THE GOODS AND/OR SERVICES.**
 - b. **CUSTOMER ACKNOWLEDGES THAT ANY WARRANTY FOR PRODUCTS OR GOODS ACQUIRED BY MADDEN FABRICATION THROUGH A THIRD PARTY MANUFACTURER IS LIMITED TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS OR GOODS ACQUIRED. CUSTOMER AGREES THAT ALL CLAIMS BY CUSTOMER WITH RESPECT TO THE CONDITION OR PERFORMANCE OF SUCH PRODUCTS OR GOODS**

SHALL BE MADE DIRECTLY BY CUSTOMER AGAINST SUCH MANUFACTURERS. MADDEN FABRICATION HEREBY DISCLAIMS ALL WARRANTIES WITH REGARDS TO SUCH PRODUCTS OR GOODS. IN THE EVENT THAT CUSTOMER HAS SUCH A CLAIM, CUSTOMER SHALL CONTACT MANUFACTURER DIRECTLY.

c. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, MADDEN FABRICATION EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Madden Fabrication shall not be liable for correcting or replacing any nonconforming or defective Goods or Services unless Customer promptly notifies Madden Fabrication of the nonconformity or defect. Madden Fabrication shall not be liable for any special, direct, indirect or consequential damages cause by reason of said Goods' or Services' failure, defect or nonconformity. Any claim for nonconforming or defective Goods or Services shall be deemed waived and released by Customer unless a claim is asserted against Madden Fabrication within one (1) year after the date of delivery. Madden Fabrication shall have a reasonable opportunity to investigate all claims. Madden Fabrication reserves the right to correct any defects by either repair or replacement. Unless Madden elects to correct defects by repair or replacement, it is expressly understood that Madden Fabrication's sole obligation and Customer's sole remedy for any claimed defects is returning the purchase price paid by Customer for any defective Goods or Services.
17. Madden Fabrication shall not be liable for delays in performance and/or delivery from any cause beyond Madden Fabrication's control, including but not limited to, acts of God, governmental actions, terrorist acts, utility interruptions, strikes, riots, fires, war, assertions by third parties of infringement claims, pandemics, epidemics, late or non-delivery by suppliers to Madden Fabrication, and all other contingencies beyond the reasonable control of Madden Fabrication.
18. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL MADDEN FABRICATION BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY IN TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHERWISE.**
19. If any arbitration or litigation is instituted to interpret or enforce this Agreement, including any proceeding brought under the United States Bankruptcy Code, the prevailing party shall be entitled to recover as determined by the arbitrator or court, in addition to any other relief awarded: (a) the prevailing party's reasonable attorney fees and all other fees, costs, and expenses of every kind incurred in connection with the

arbitration or litigation or any appeal or petition for review; and (b) costs incurred in the collection of the award or the enforcement of the order. For purposes of this provision, the prevailing party is the party succeeding either affirmatively or defensively on the claim or claims, not limited to monetary claims, having the greatest value or importance as reasonably determined by the arbitrator or court.

20. This Agreement shall be construed and enforced in accordance with the laws of Oregon, with venue exclusively in Multnomah County. The parties hereby consent to the personal jurisdiction over them of the courts for the aforementioned jurisdiction (including any appeals courts), for any suit, action, or claim over which those courts have subject matter jurisdiction, and waive any objection to litigating in those courts based on lack of personal jurisdiction or forum *non conveniens*.
21. Customer acknowledges that Customer is not relying on Madden Fabrication in any way with respect to the suitability of the Goods or Services, or both. Customer agrees that Madden Fabrication is not responsible for obtaining any permits, licenses, regulatory approvals, system development charges, or other approvals or charges of the authority having jurisdiction over the installation of the Goods.
22. To the fullest extent permitted by law, Customer shall indemnify, defend, reimburse and hold Madden Fabrication and its officers, employees and agents harmless from, for and against all claims, liabilities, costs, penalties and expenses, including but not limited to attorneys' fees and expert witness' fees, arising out of or related to the Goods and Services, but only to the extent caused by Customer and Customer's designers, architects, engineers, contractors, consultants and any other person or entity for whom any of them is responsible.

To the fullest extent permitted by law, Customer shall also indemnify, defend, reimburse and hold Madden Fabrication and its and its officers, employees and agents harmless from, for and against all claims, liabilities, costs, penalties and expenses, including but not limited to attorneys' fees and expert witness' fees, arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the Goods or Services, except to the extent that any claim, liability, or expense was caused by Madden Fabrication.
23. A party's failure or delay to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under it shall not constitute a waiver or relinquishment of the right.
24. Customer shall not assign its rights or delegate its duties under this Agreement in whole or in part without Madden Fabrication's prior written consent. Madden Fabrication may assign to any third party its rights and obligations with respect to Customer.

25. This Agreement binds the parties and their legal representatives, successors, and assigns. "Successor" includes any person or entity that by merger, purchase, or otherwise acquires substantially all the assets or business of a party, or a majority of its stock or shares.
26. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected thereby. Further, it is the intention of the parties that the court modify any illegal or unenforceable provision to the minimum extent necessary to make it consistent with applicable law and enforce the provision in its modified form.
27. This Agreement may be executed in counterparts, each of which shall be deemed an original, both or all of which together shall constitute one and the same instrument. A scanned or electronic signature on this Agreement shall have the same effect as an original signature.

MADDEN FABRICATION, INC.

By: _____

Title: _____

Date: _____

CUSTOMER: _____

By: _____

Title: _____

Date: _____

THE PORTLAND LOO

STRUCTURAL DRAWINGS

Item 9e.

SHEET INDEX

A0.0	COVER SHEET
A1.0	FLOOR PLAN
A2.0	EXTERIOR ELEVATIONS FRONT AND RIGHT SIDE
A3.0	EXTERIOR ELEVATIONS BACK AND LEFT SIDE
A4.0	ROOF LAYOUT
A4.1	ROOF LAYOUT WITH SOLAR PANELS
A5.0	INTERIOR SECTION VIEW
A6.0	INTERIOR SECTION VIEWS
S1.0	COLUMN AND BEAM LAYOUT
S2.0	FRONT DOOR
S3.0	FOUNDATION AND ANCHOR BOLT PATTERN
P1.0	PLUMBING FLOOR PLAN
P2.0	PLUMBING DETAIL
E1.0	ELECTRICAL SCHEMATIC

DESIGN INFORMATION

1. MEETS BUILDING CODES
2. LIVE LOAD = 20 PSF
3. WIND LOAD:

V=94 MPH

EXPOSURE = C

RISK CATEGORY = II

INTERNAL PRESSURE = +/- 0.18
4. SEISMIC LOAD:

SITE CLASS = D

I = 1.0

Fa=1.346

Fv =1.894

Sds = 0.510

Sd1 = 0.319

SDC = D

R = 7.0
5. NET ALLOWABLE SOIL BEARING PRESSURE: 1500 PSF
- F'C=4000 PSI
6. CONTRACTOR TO VERIFY DESIGN PARAMETERS SHOWN WITH
- ACTUAL SITE CONDITIONS AND ENSURE ACTUAL SITE
- PARAMETERS DO NOT EXCEED DESIGN

GENERAL NOTES

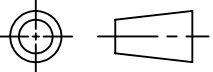
1. WEIGHT : 6,013 lbs
2. SQUARE FOOTAGE : 51.5
3. ALL STRUCTURAL STEEL TO BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC MANUAL 14TH EDITION & A.W.S. ALL PANELS, LOUVERS, AND ROOF TO BE 304 OR 316 STAINLESS STEEL Fy = 30 ksi
4. STRUCTURAL TUBING 304 OR 316 STAINLESS STEEL
5. ANCHOR BOLTS 1/2" X 5" SIMPSON TITAN HD ANCHORS
6. ALL WELDING TO BE DONE BY CERTIFIED WELDERS. WELD FILLER ELECTRODE MATERIAL TO BE 70 ksi LOW HYDROGEN
7. ALL EXPOSED BOLTS AND SCREWS TO BE TAMPER RESISTANT FOR HEX PIN BITS.
8. RIVET NUTS TO BE C.F.T. SERIES AND STAINLESS STEEL 302.
9. ALL MATERIALS TO BE SAND BLASTED AND POWDER COATED
10. ALL STRUCTURES TO BE FABRICATED OFF SITE SHALL BE DONE IN SHOPS OR FABRICATORS
- LICENSED OR APPROVED BY THE BUILDING AND ENGINEERING DIVISION OF THE CITY FOR WHICH
- THE INSTALLATION WILL OCCUR

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UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES AND MILLIMETERS [MM], TOLERANCES:	
INCHES	MILLIMETERS
.X : ±0.1	[X] : [±3]
.XX : ±0.01	[X.X] : [±0.3]
.XXX : ±0.005	[X.XX] : [±0.13]
ANGULAR: MACHINE: ±0.5Á, BEND: ±1.0Á	
GEOMETRIC TOLERANCING PER: ASME-Y14.5-94	
MATERIAL:	
DO NOT SCALE	

	DATE	NAME
DESIGNED	12/28/2020	
DRAWN	12/28/2020	K COURIAN
CHECKED	MM/DD/YY	N/A
ENG. APPR.	MM/DD/YY	N/A
MFG. APPR.	MM/DD/YY	N/A
Q.A.	MM/DD/YY	N/A

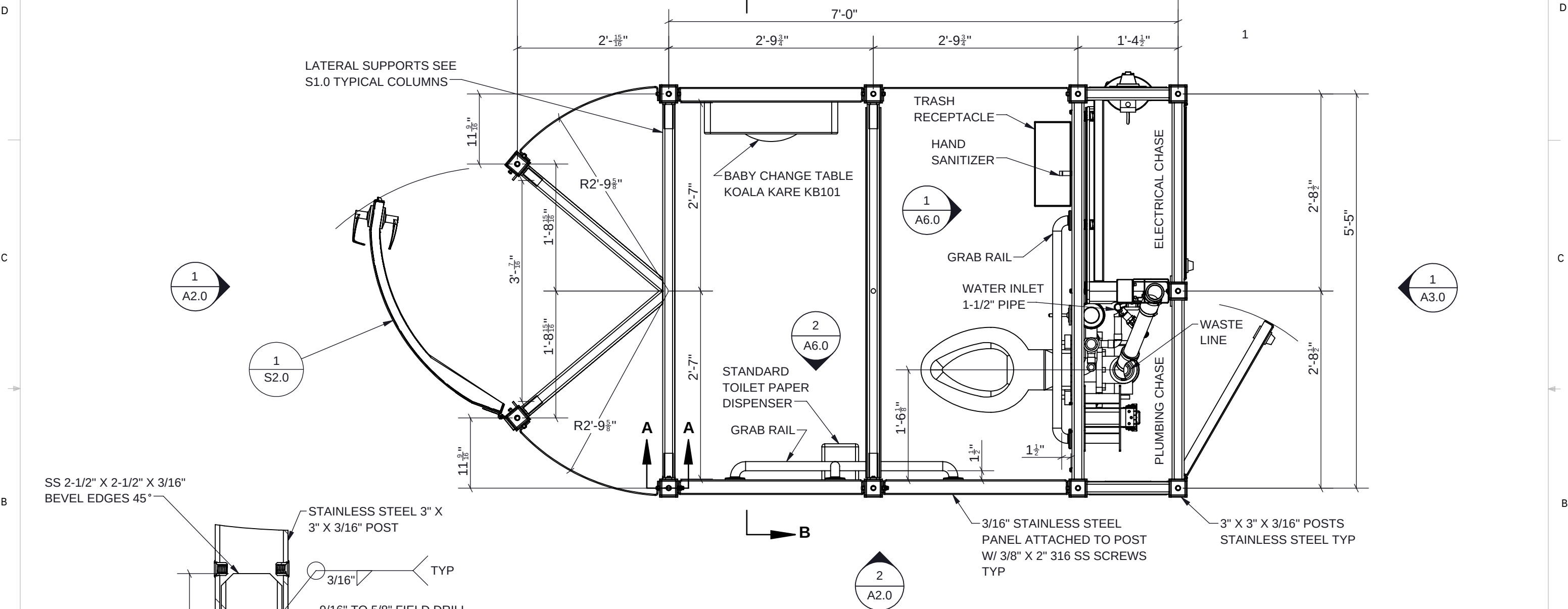


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TITLE:
COVER SHEET

SIZE:	DRAWING #
B	A0.0
SCALE: 1:12	WEIGHT:
	SHEET

REV:



REVISION:
A

CAD FILE NAME:
1001024-Job NYC

SECTION A-A
TYPICAL ANCHORING SYSTEM
11 REQD

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INCHES MILLIMETERS
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MACHINE: ±0.5°, BEND: ±1.0°
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ASME-Y14.5-94
MATERIAL: Material <not specified>
DO NOT SCALE

	DATE	NAME
DESIGNED		K COURIAN
DRAWN	12/28/2020	K COURIAN
CHECKED	MM/DD/YY	N/A
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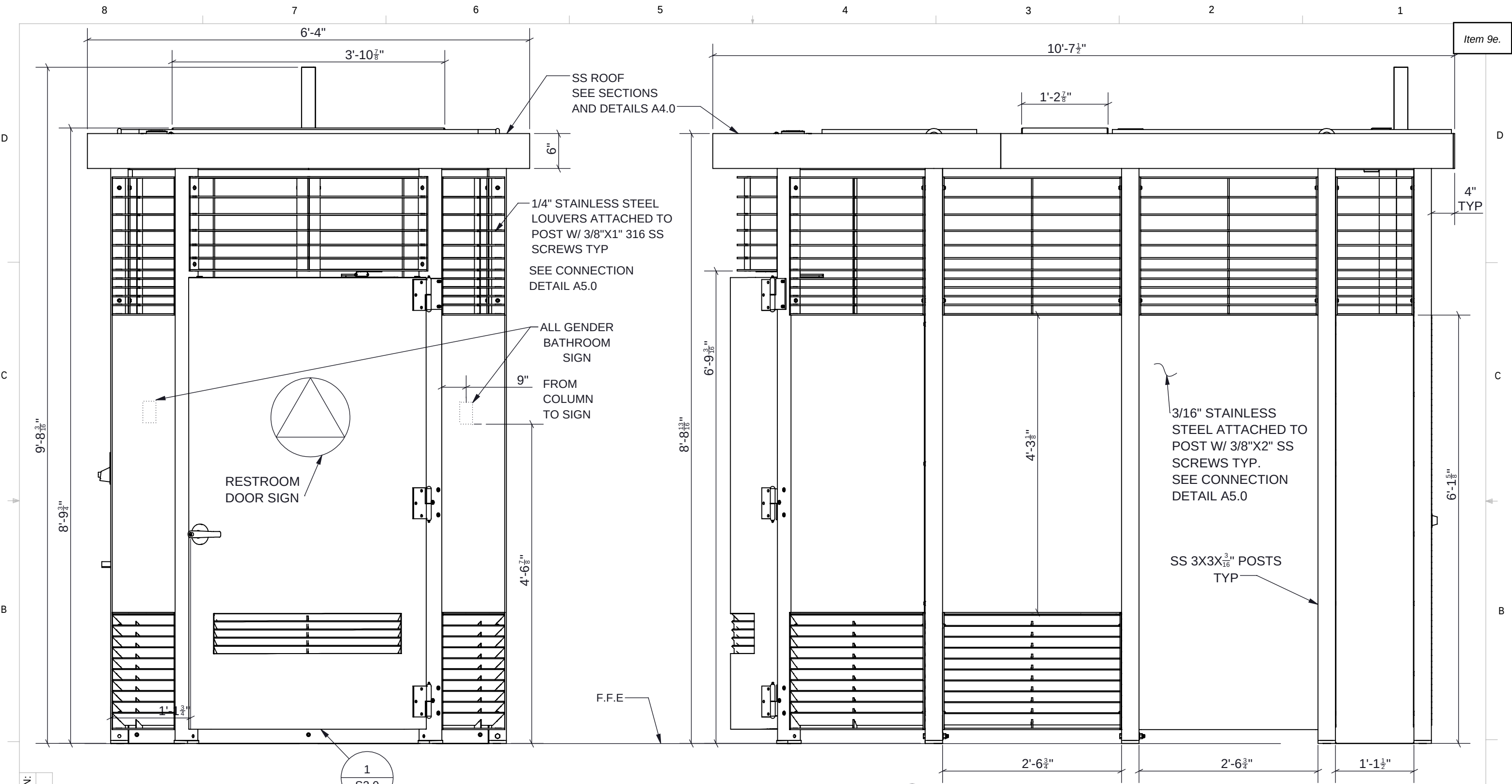
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SCALE: 1:1 WEIGHT:5281.517 SHEET

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TITLE:
FLOOR PLAN

REV: Page 224



1
A2.0

FRONT ELEVATION VIEW

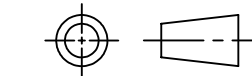
2
A2.0

RIGHT ELEVATION VIEW

CAD FILE NAME: 1001024-Job NYC	REVISION:
	A

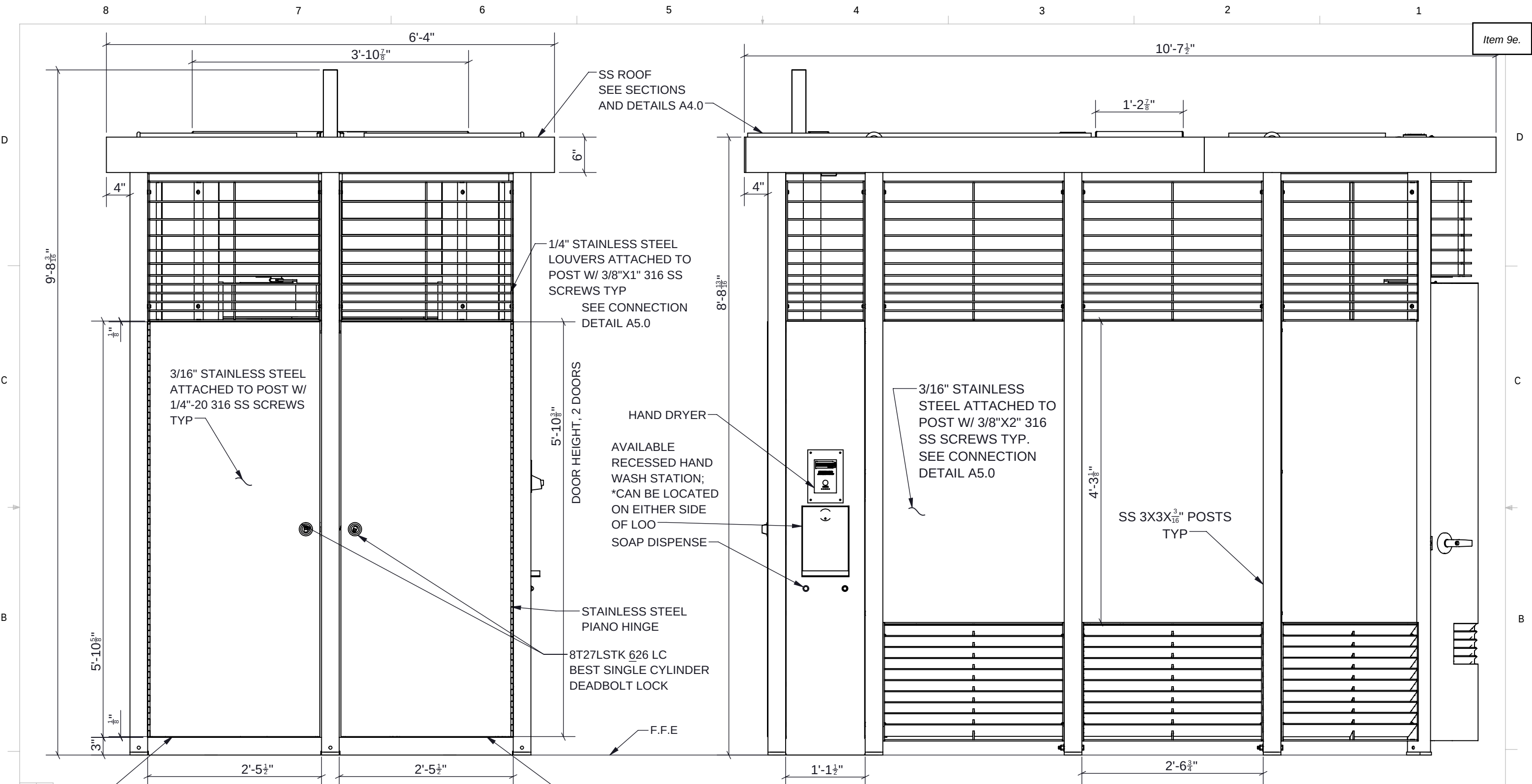


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CHECKED	MM/DD/YY	N/A		
ENG. APPR.	MM/DD/YY	N/A		
MFG. APPR.	MM/DD/YY	N/A		
Q.A.	MM/DD/YY	N/A		



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TITLE: EXTERIOR ELEVATIONS FRONT & RIGHT SIDE	
SIZE: DRAWING # B A2.0	REV:
SCALE: 1:1	WEIGHT:5281.517 SHEET

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1
A3.0

BACK ELEVATION VIEW

*** PLUMBING CHASE GIVES ACCESS TO WATER/SEWER CONNECTIONS, PLUMBING MANIFOLD, SHARPS DISPOSAL, AND HAND SANITIZER

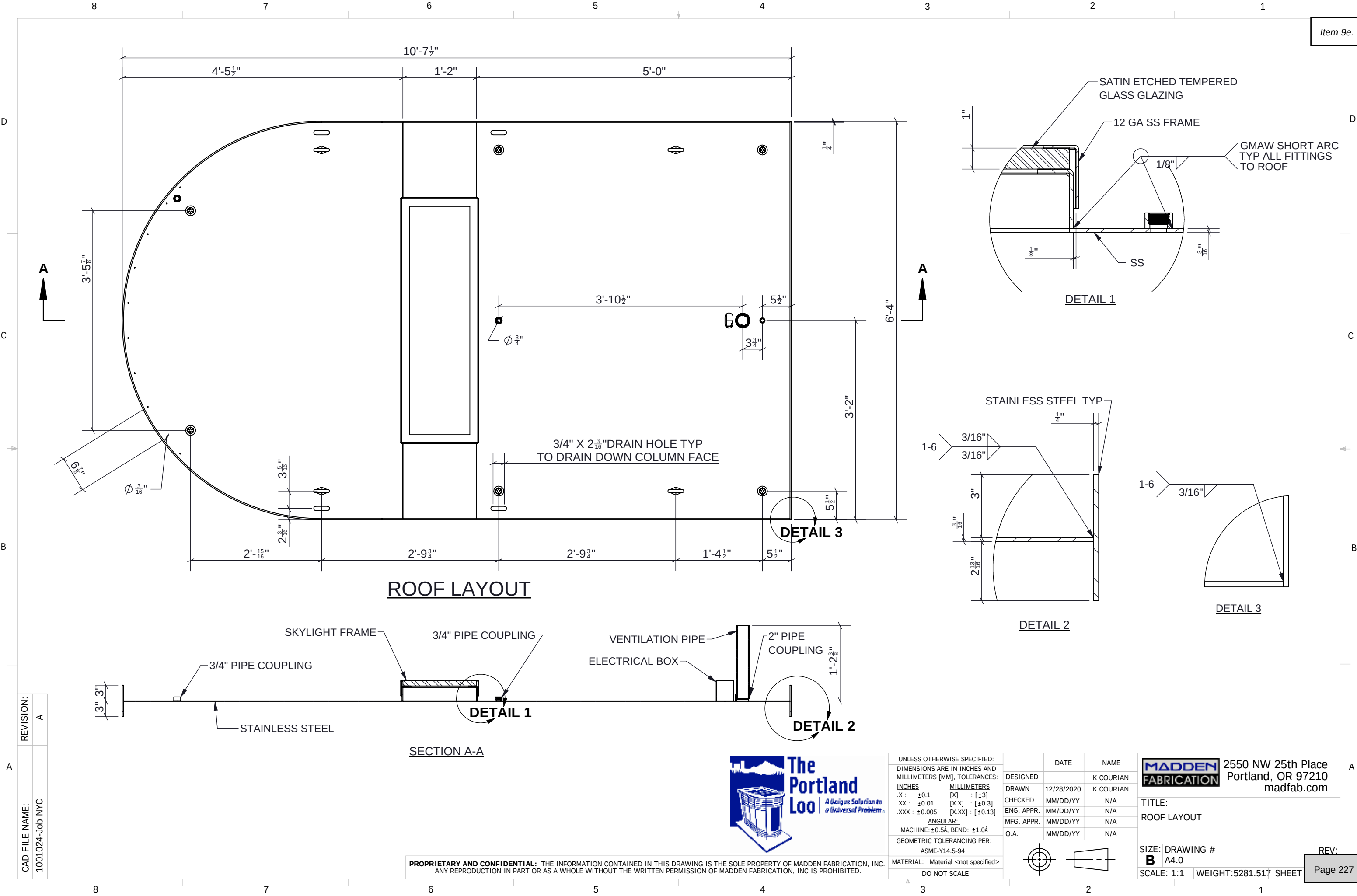
*** ELECTRICAL CHASE GIVES ACCESS TO SOAP DISPENSER AND HAND WASH COMPONENTS (WHEN INSTALLED)

2
A3.0

LEFT ELEVATION VIEW



UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES AND MILLIMETERS [MM], TOLERANCES: INCHES MILLIMETERS .X : ±0.1 [X] : [±3] .XX : ±0.01 [X.X] : [±0.3] .XXX : ±0.005 [X.XX] : [±0.13] ANGULAR: MACHINE: ±0.5A, BEND: ±1.0A GEOMETRIC TOLERANCING PER: ASME-Y14.5-94 MATERIAL: Material <not specified> DO NOT SCALE		DATE DESIGNED DRAWN CHECKED ENG. APPR. MFG. APPR. Q.A.	NAME K COURIAN K COURIAN N/A N/A N/A N/A	MADDEN FABRICATION 2550 NW 25th Place Portland, OR 97210 madfab.com
TITLE: EXTERIOR ELEVATIONS BACK & LEFT SIDE				SIZE: DRAWING # B A3.0
SCALE: 1:1 WEIGHT: 5281.517 SHEET				REV: Page 226



Item 9e.

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CHECKED	MM/DD/YY	N/A		
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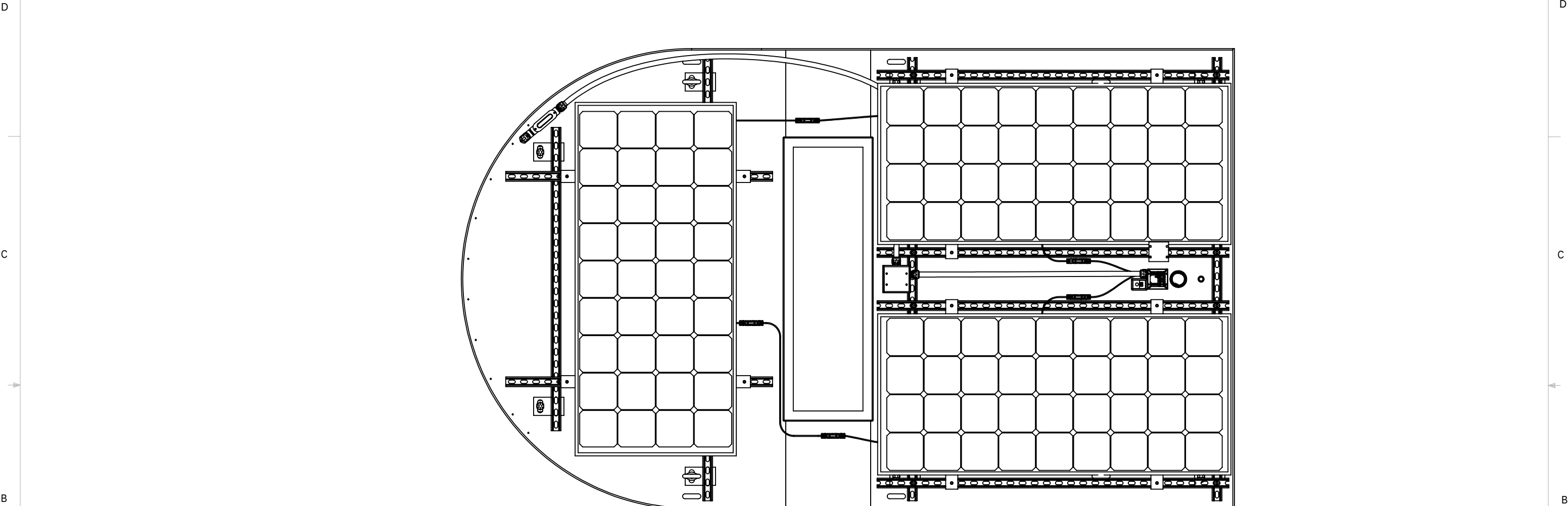


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TITLE:
ROOF LAYOUT

SIZE: DRAWING #
B A4.0
SCALE: 1:1 WEIGHT:5281.517 SHEET

REV:
Page 227



ROOF LAYOUT WITH SOLAR PANELS

CAD FILE NAME: 1001024-Job NYC	REVISION:
	A



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DIMENSIONS ARE IN INCHES AND
MILLIMETERS [MM], TOLERANCES:
INCHES FRACTIONAL:
.X : ±0.1 ±1/16
.XX : ±0.01
.XXX : ±0.005
ANGULAR:
MACHINE: ±0.5Å, BEND: ±1.0Å
GEOMETRIC TOLERANCING PER:
ASME-Y14.5-94
MATERIAL: Material <not specified>
DO NOT SCALE

DESIGNED	DATE	NAME
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CHECKED	MM/DD/YY	N/A
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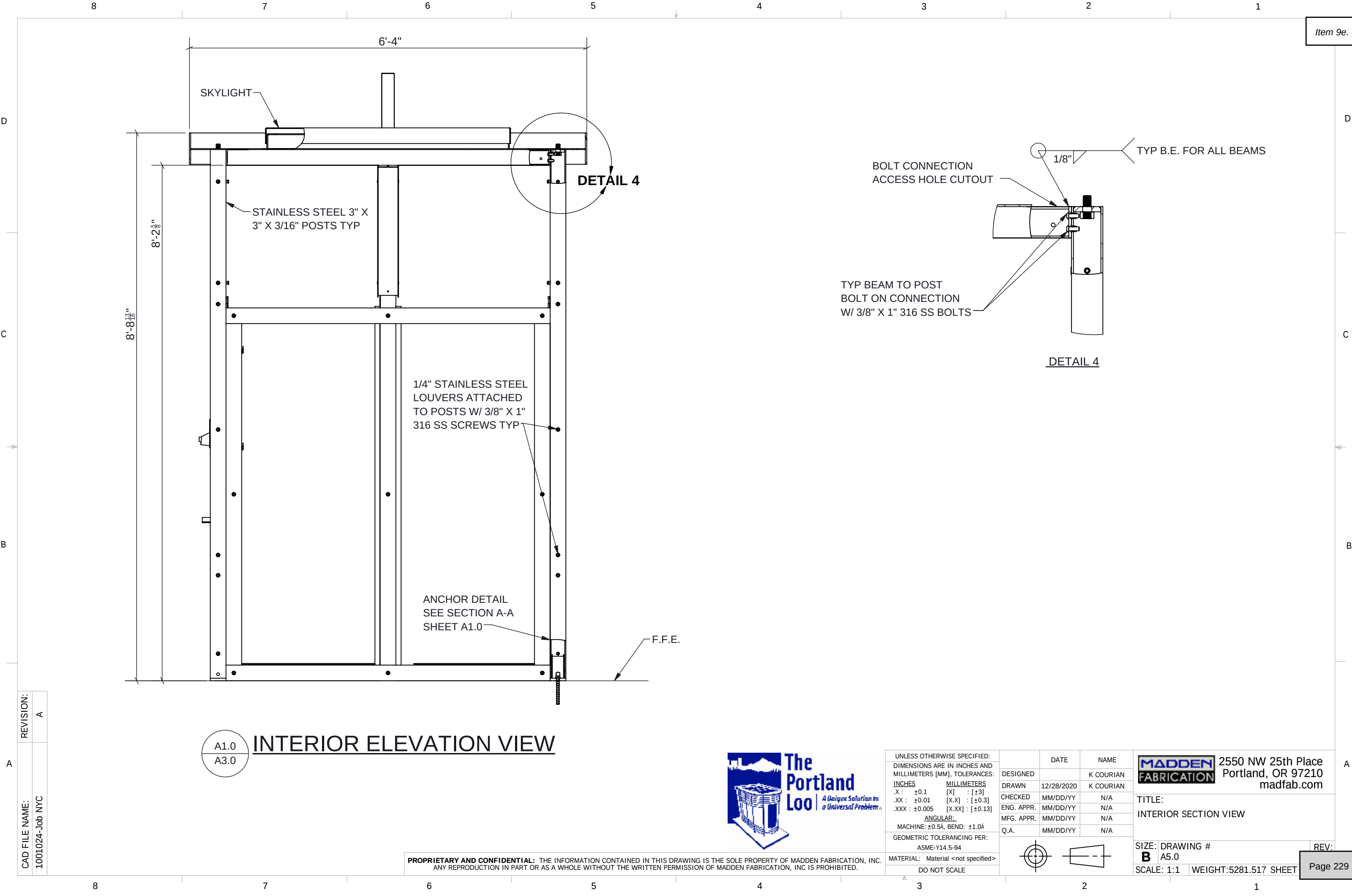
2550 NW 25th Place
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TITLE:
ROOF LAYOUT W? SOLAR PANELS

SIZE: DRAWING #
B 1001024

SCALE: 1:16 | WEIGHT:5281.517 | SHEET

REV:
Page 228



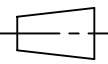
CAD FILE NAME: 1001024-Job NYC	REVISION: A
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A1.0
A3.0

INTERIOR ELEVATION VIEW

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	DRAWN	12/28/2020	K COURIAN	
	CHECKED	MM/DD/YY	N/A	TITLE: INTERIOR SECTION VIEW
	ENG. APPR.	MM/DD/YY	N/A	
	MFG. APPR.	MM/DD/YY	N/A	SIZE: DRAWING # B A5.0 SCALE: 1:1 WEIGHT:5281.517 SHEET
	Q.A.	MM/DD/YY	N/A	
	 			REV: Page 229

D

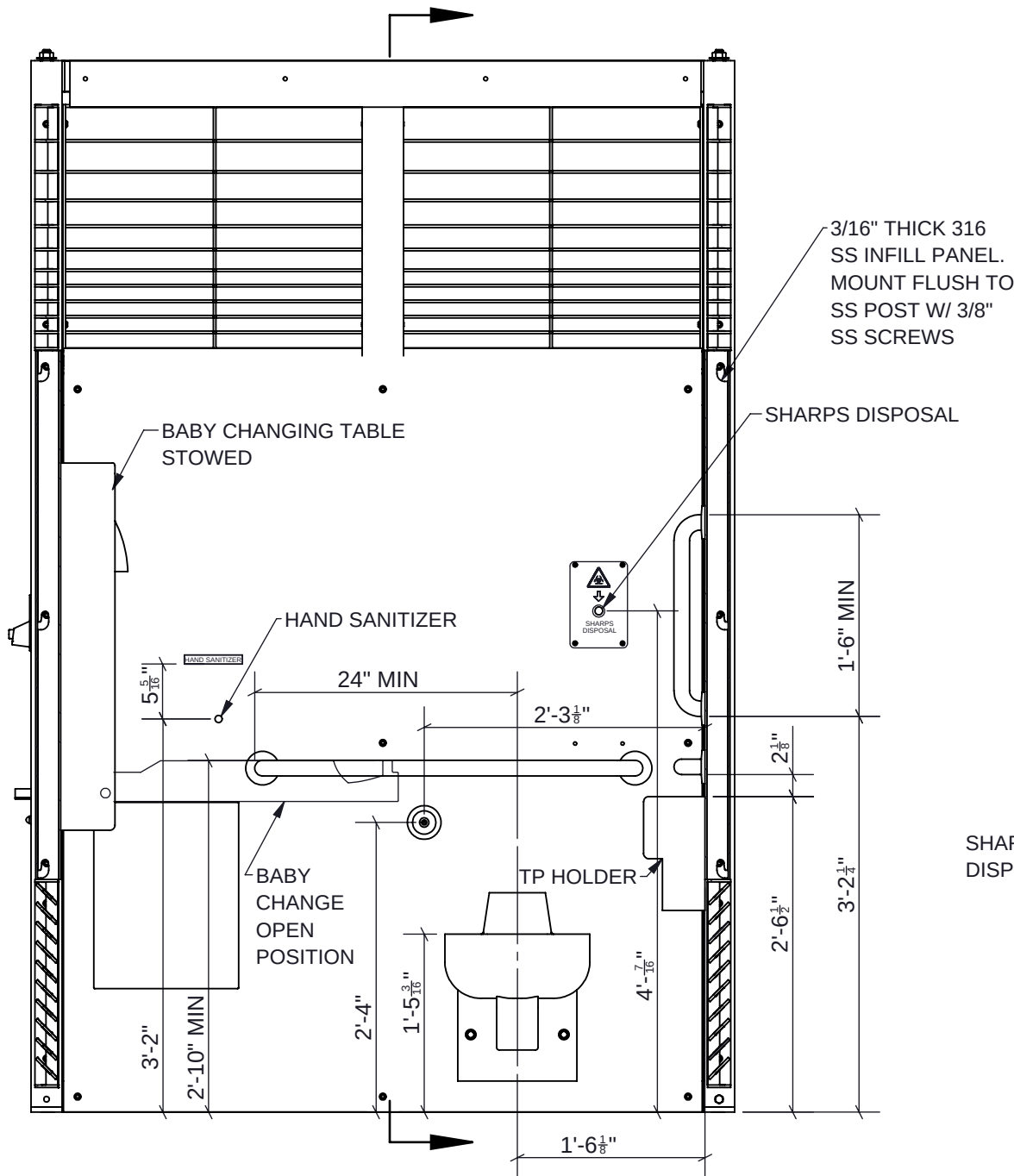
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B

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CAD FILE NAME:
1001024-Job NYC

REVISION:
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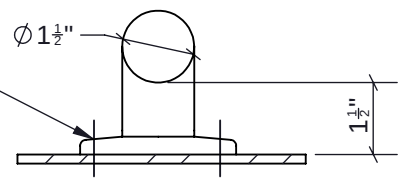


1
A6.0

WATER CLOSET RAILING

1-1/2" Ø X .120" WALL SS
PL 3/16" SS

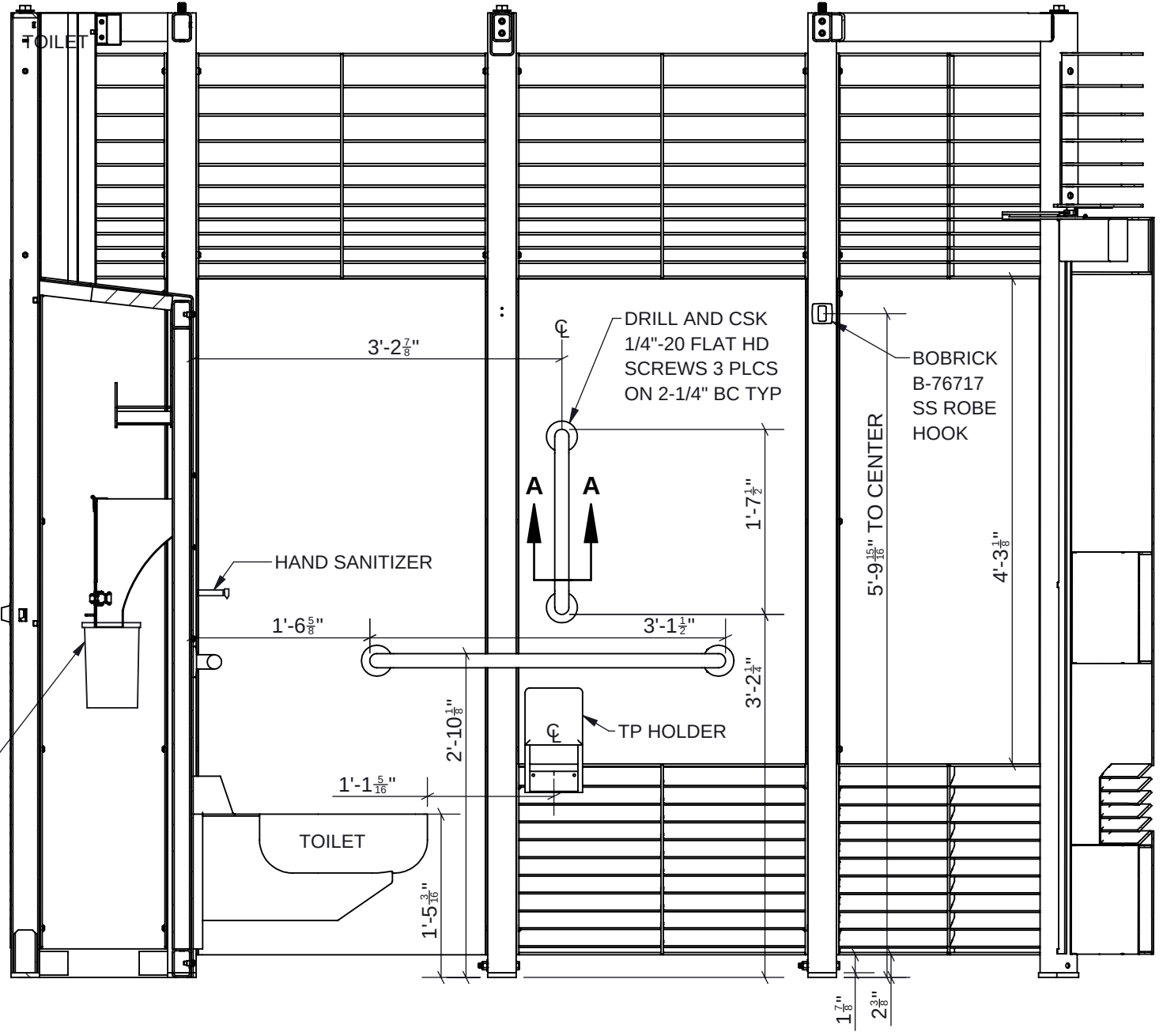
1/4"-20 FH SCREWS 3
PLCS TYP RAIL TO
PANEL CONNECTION



SECTION A-A
SCALE 1 : 4

ALL GRAB BARS
COMPLY WITH CBC 11B
TO WITHSTAND FORCE
OF 250# POINT LOAD

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2
A6.0

WATER CLOSET RAILING

1-1/2" Ø X .120" WALL SS
PL 3/16" SS

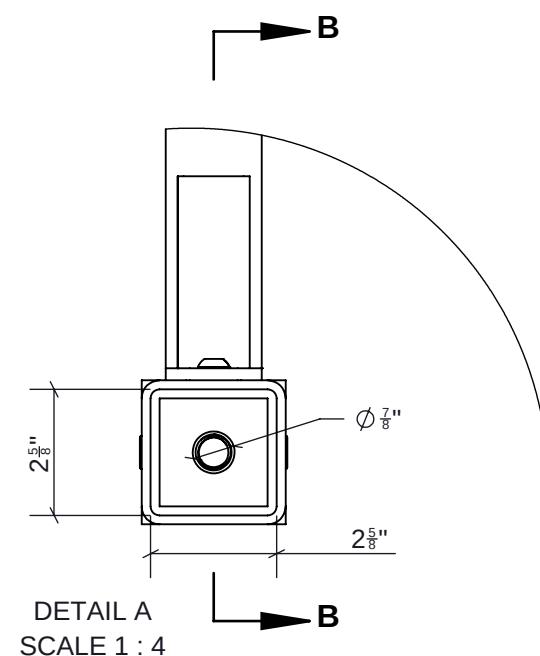


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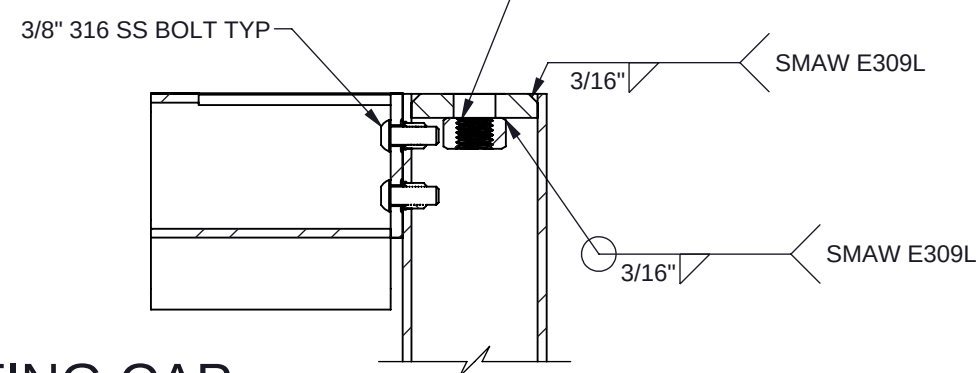
MADDEN FABRICATION 2550 NW 25th Place
Portland, OR 97210
madfab.com

TITLE:
INTERIOR SECTION VIEWS

SIZE: DRAWING #
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SCALE: 1:1 WEIGHT:5281.517 SHEET



COLUMN AND BEAM LAYOUT

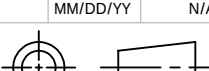


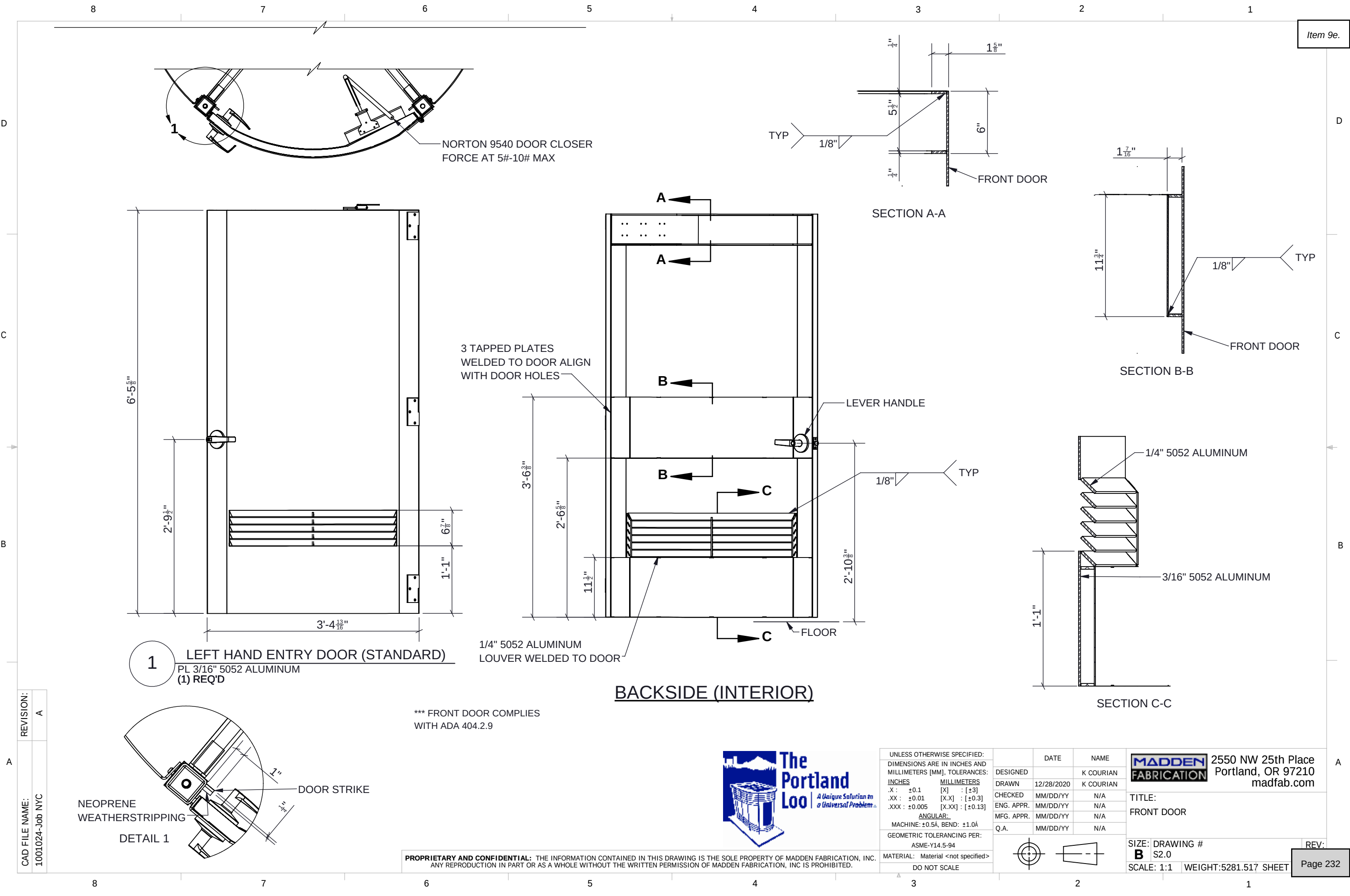
COLUMN LIFTING CAP

1/2" 316 SS TAP FOR 3/4-10 BOLT

SECTION B-B
SCALE 1 : 4



UNLESS OTHERWISE SPECIFIED:		DATE		NAME		 2550 NW 25th Place Portland, OR 97210 madfab.com	
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ASME-Y14.5-94							
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CAD FILE NAME:
1001024-Job NYC

REVISION:
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A

D

C

B

A

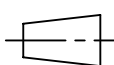
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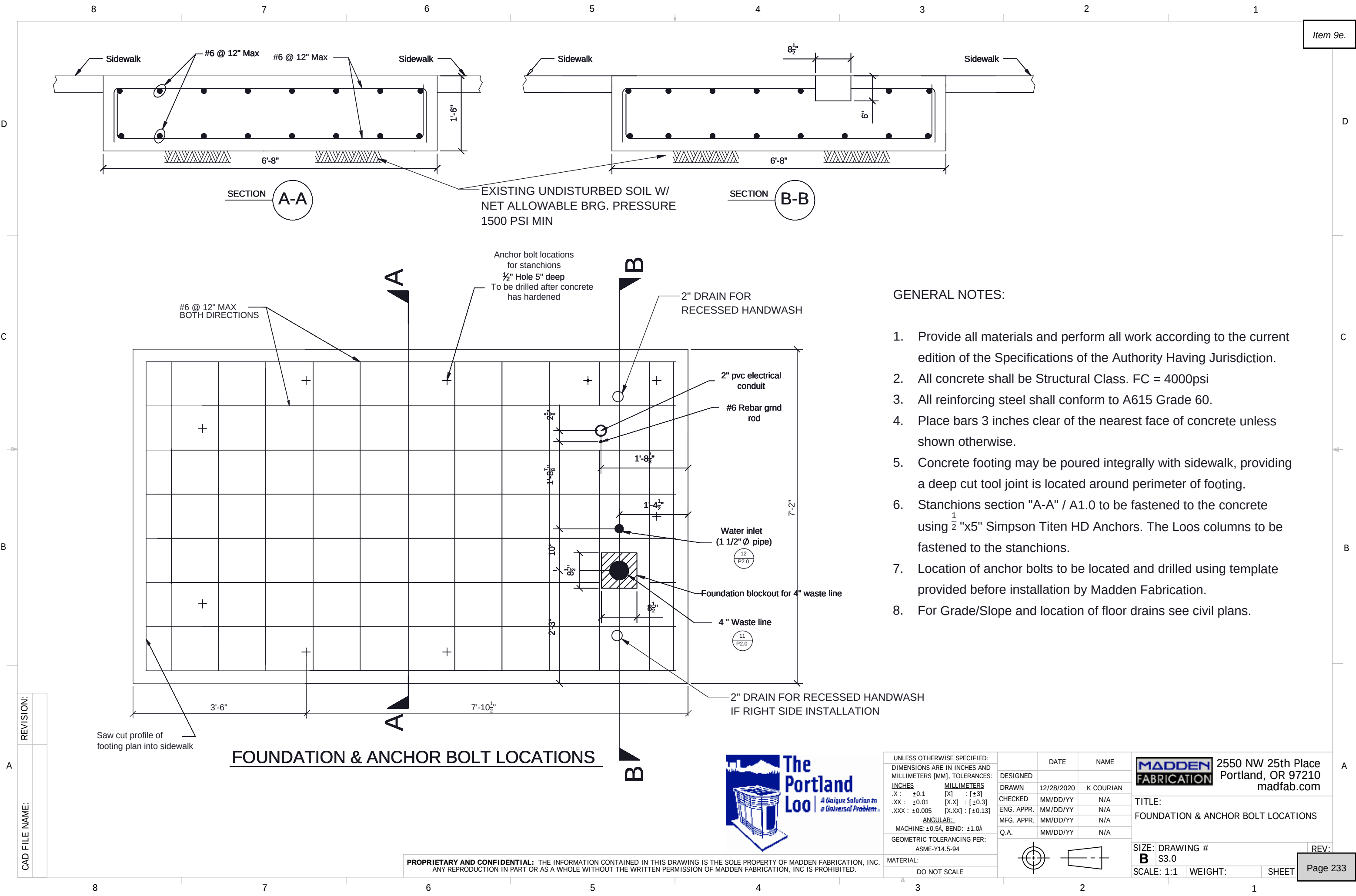
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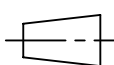
Item 9e.

GENERAL NOTES:

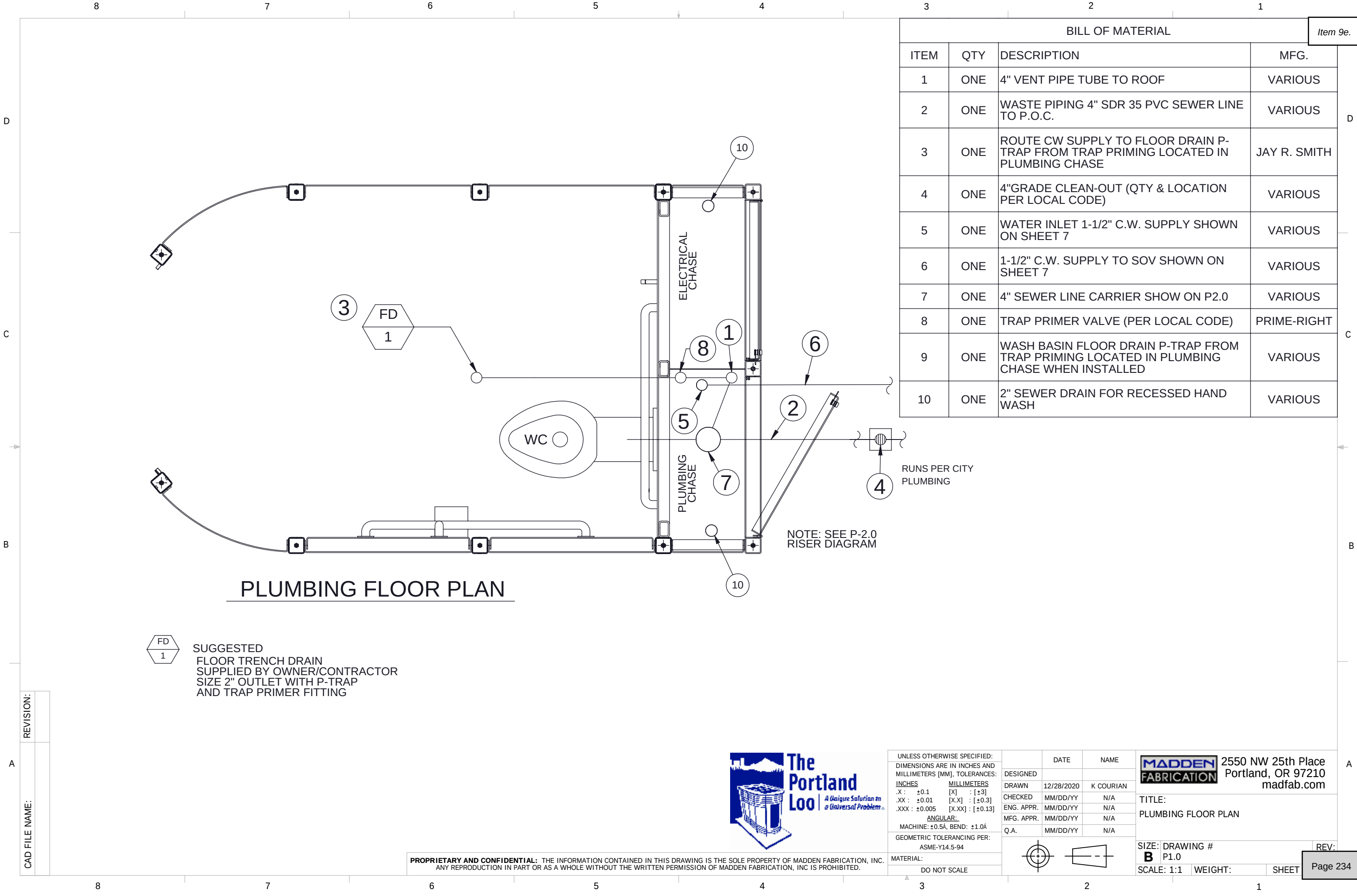
1. Provide all materials and perform all work according to the current edition of the Specifications of the Authority Having Jurisdiction.
2. All concrete shall be Structural Class. FC = 4000psi
3. All reinforcing steel shall conform to A615 Grade 60.
4. Place bars 3 inches clear of the nearest face of concrete unless shown otherwise.
5. Concrete footing may be poured integrally with sidewalk, providing a deep cut tool joint is located around perimeter of footing.
6. Stanchions section "A-A" / A1.0 to be fastened to the concrete using 1/2"x5" Simpson Titen HD Anchors. The Loos columns to be fastened to the stanchions.
7. Location of anchor bolts to be located and drilled using template provided before installation by Madden Fabrication.
8. For Grade/Slope and location of floor drains see civil plans.

FOUNDATION & ANCHOR BOLT LOCATIONS



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DESIGNED				
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CHECKED		MM/DD/YY	N/A	
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BILL OF MATERIAL				Item 9e.
ITEM	QTY	DESCRIPTION	MFG.	
1	ONE	4" VENT PIPE TUBE TO ROOF	VARIOUS	
2	ONE	WASTE PIPING 4" SDR 35 PVC SEWER LINE TO P.O.C.	VARIOUS	
3	ONE	ROUTE CW SUPPLY TO FLOOR DRAIN P-TRAP FROM TRAP PRIMING LOCATED IN PLUMBING CHASE	JAY R. SMITH	
4	ONE	4"GRADE CLEAN-OUT (QTY & LOCATION PER LOCAL CODE)	VARIOUS	
5	ONE	WATER INLET 1-1/2" C.W. SUPPLY SHOWN ON SHEET 7	VARIOUS	
6	ONE	1-1/2" C.W. SUPPLY TO SOV SHOWN ON SHEET 7	VARIOUS	
7	ONE	4" SEWER LINE CARRIER SHOW ON P2.0	VARIOUS	
8	ONE	TRAP PRIMER VALVE (PER LOCAL CODE)	PRIME-RIGHT	
9	ONE	WASH BASIN FLOOR DRAIN P-TRAP FROM TRAP PRIMING LOCATED IN PLUMBING CHASE WHEN INSTALLED	VARIOUS	
10	ONE	2" SEWER DRAIN FOR RECESSED HAND WASH	VARIOUS	

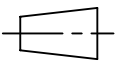
 SUGGESTED FLOOR TRENCH DRAIN SUPPLIED BY OWNER/CONTRACTOR SIZE 2" OUTLET WITH P-TRAP AND TRAP PRIMER FITTING

PLUMBING FLOOR PLAN



UNLESS OTHERWISE SPECIFIED:
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INCHES MILLIMETERS
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.XXX : ±0.005 [X.XX] : [±0.13]
ANGULAR:
MACHINE: ±0.5Å, BEND: ±1.0Å
GEOMETRIC TOLERANCING PER:
ASME-Y14.5-94
MATERIAL:
DO NOT SCALE

DESIGNED	DATE	NAME
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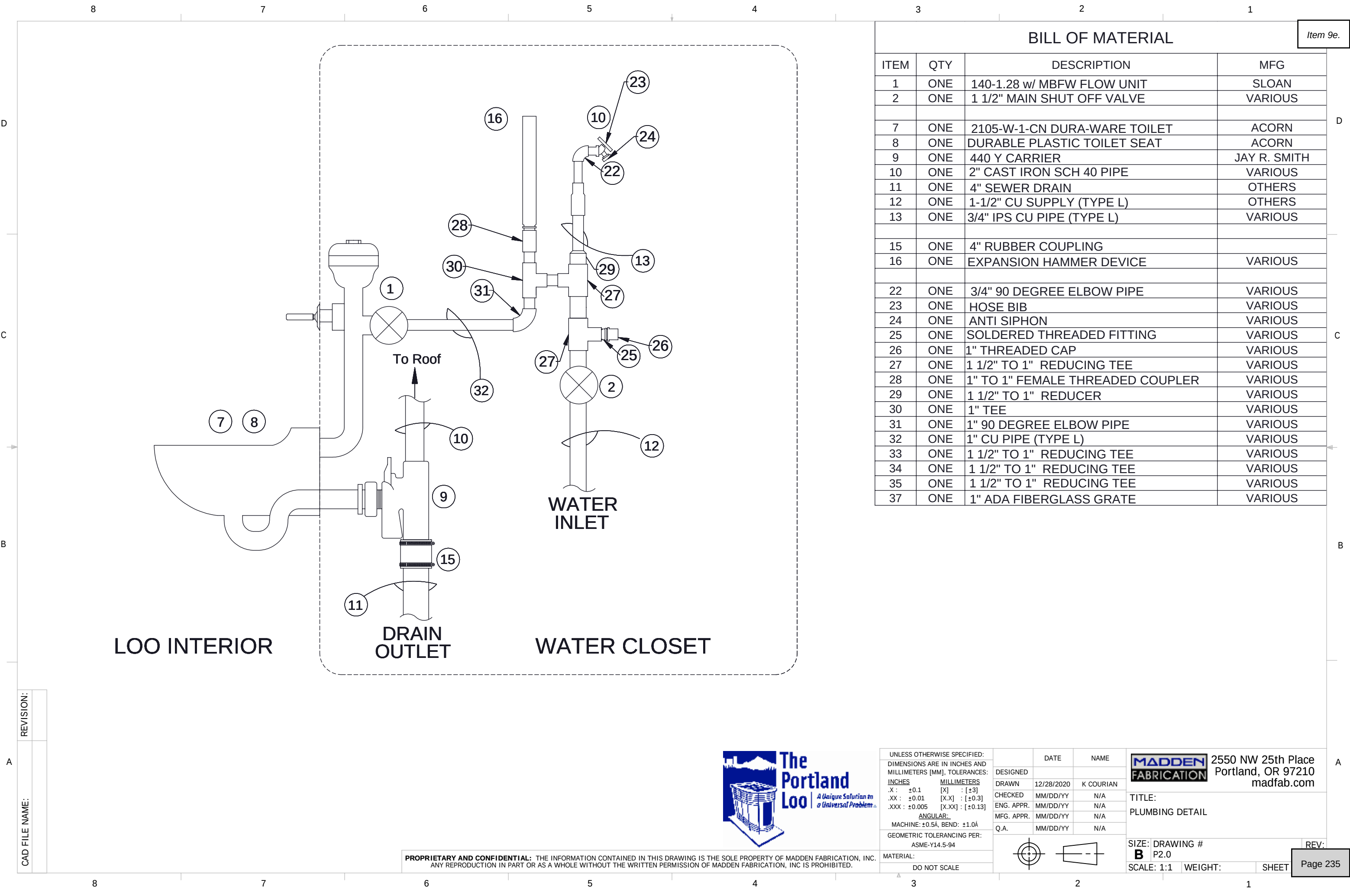
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PLUMBING FLOOR PLAN

SIZE: DRAWING #
B P1.0

SCALE: 1:1 WEIGHT: SHEET

REV:
Page 234

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BILL OF MATERIAL

ITEM	QTY	DESCRIPTION	MFG
1	ONE	140-1.28 w/ MBFW FLOW UNIT	SLOAN
2	ONE	1 1/2" MAIN SHUT OFF VALVE	VARIOUS
7	ONE	2105-W-1-CN DURA-WARE TOILET	ACORN
8	ONE	DURABLE PLASTIC TOILET SEAT	ACORN
9	ONE	440 Y CARRIER	JAY R. SMITH
10	ONE	2" CAST IRON SCH 40 PIPE	VARIOUS
11	ONE	4" SEWER DRAIN	OTHERS
12	ONE	1-1/2" CU SUPPLY (TYPE L)	OTHERS
13	ONE	3/4" IPS CU PIPE (TYPE L)	VARIOUS
15	ONE	4" RUBBER COUPLING	
16	ONE	EXPANSION HAMMER DEVICE	VARIOUS
22	ONE	3/4" 90 DEGREE ELBOW PIPE	VARIOUS
23	ONE	HOSE BIB	VARIOUS
24	ONE	ANTI SIPHON	VARIOUS
25	ONE	SOLDERED THREADED FITTING	VARIOUS
26	ONE	1" THREADED CAP	VARIOUS
27	ONE	1 1/2" TO 1" REDUCING TEE	VARIOUS
28	ONE	1" TO 1" FEMALE THREADED COUPLER	VARIOUS
29	ONE	1 1/2" TO 1" REDUCER	VARIOUS
30	ONE	1" TEE	VARIOUS
31	ONE	1" 90 DEGREE ELBOW PIPE	VARIOUS
32	ONE	1" CU PIPE (TYPE L)	VARIOUS
33	ONE	1 1/2" TO 1" REDUCING TEE	VARIOUS
34	ONE	1 1/2" TO 1" REDUCING TEE	VARIOUS
35	ONE	1 1/2" TO 1" REDUCING TEE	VARIOUS
37	ONE	1" ADA FIBERGLASS GRATE	VARIOUS

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		Q.A.	MM/DD/YY	N/A



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TITLE:
PLUMBING DETAIL

SIZE: DRAWING #
B P2.0
SCALE: 1:1 WEIGHT: SHEET



SECTION 13 34 00 FABRICATED ENGINEERED STRUCTURES

PART 1: GENERAL

1.1 DESCRIPTION

This section includes all material and labor required in the fabrication and placement of the “Portland Loo” facility as shown in drawings.

1.2 SCOPE

- A. Building materials shall be supplied by Portland Loo Inc. Portland Loo Inc. 2550 NW 25th Place Portland, OR 97210
Phone: 503-226-3968; Fax: 503-242-2446, E-mail: emadden@theloo.biz
or approved equal
- B. Generally, work will include site preparation, installation of underground plumbing, foundation and pad construction, and building placement.
- C. Requests for substitution shall be submitted to the Owner a minimum of 10 days prior to bid date. The request shall be a complete package as noted below:
 - i. Documents to be in CSI format
 - ii. Product literature/or brochure illustrating appearance, layout, building shape, materials, and assembly manual
 - iii. Certificate from manufacturer that the proposed substitution is in compliance with all provisions of this specification
 - iv. List of five (minimum) completed projects, including contact names and phone numbers, that are similar in scope and magnitude
 - v. Proof of at least five years of experience as a pre-engineered building supplier

1.3 DOCUMENTATION

Provide all necessary documents for approval and installation.

A. Construction documents include:

- i. Detailed plans
- ii. Specifications

B. Floor plan dimensions: 6'-4" W x 10'-7" L x 8'-9¹/₂" Tall

1.4 REFERENCES

- A. ASTM A-240
- B. ASTM A-554
- C. ASTM A650 Grade 60
- D. ADAAG
- E. CBC
- F. CSFM
- G. ANSI
- H. ASME
- I. MILITARY SPECIFICATION V-29193

1.5 DESIGN CRITERIA

- A. Members to withstand dead load, design loads and wind loads as calculated in accordance with the latest version of state and local building codes
- B. Portland Loo Inc. reserves the right to make substitutions of equivalent materials and items without notice
- C. Design loads: Refer to drawings
- D. Accessibility: Design shall meet the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and California Building Codes

1.6 SUBMITTALS

- A. Indicate profiles, sizes, spacing(s), location of structural members, connections, attachments, openings, fasteners, loads and reinforcements.
- B. Indicate wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, and method of installation.
- C. Submit manufacturer's installation instructions, manuals, and data sheets.
- D. The "Portland Loo Restroom" building and all its associated components shall be warranted against defects in materials and workmanship for a period of one year from date of final acceptance.

1.7 WORK SUPPLIED BY INSTALLER

- A. The items noted as "*supplied by installer*" shall be supplied by the building installer.
- B. Refer to drawings for quantities, dimensions, locations, and installations methods for items described in this section.
- C. The installer shall supply any parts not listed in the Portland Loo Inc. submittal, including but not limited to items specified in the final plans and items required by building codes.
- D. The installer shall be responsible for ensuring that the concrete foundation and slab are adequate for the site conditions and the purpose for which the building and foundation/slab are intended.
- E. All equipment, labor, and trades to unload the building, excavate the site, install the underground plumbing, build concrete forms, supply and install the reinforced concrete footings and slab, and install the building and fixtures.
- F. 1-1/2" minimum water line is required to supply the toilet and hand wash facility shall be included. At 1-1/2" the water line must have no longer that 100' run to the water meter. (All dimensions and will be site specific)
- G. 4" ABS sanitary sewer line is required to service the restroom shall be included.
- H. The building installer is responsible for the supply and installation of all other items indicated on final plans or required by building codes. Portland Loo Inc. does not supply these items.

PART 2: PRODUCTS

2.1 CONCRETE

Slab and footings *supplied by installer* - 4000 psi strength at 28 days ii. ASTM A615 grade 60 rebar reinforcement

2.2 STEEL

- A. Prefabricated building frame posts supplied by Portland Loo Inc. - The prefabricated steel frame is to be constructed of 3" ASTM 304L stainless tube steel.
- B. Prefabricated roof system supplied by Portland Loo Inc.
 - i. The prefabricated roof will consist of 3/16" ASTM A304L Stainless Steel plate, with 1/4" ASTM A304L Stainless Steel plate formed around the exterior for fascia.
 - ii. The prefabricated roof system will include (4) 2000# lifting eyes that will act as pick points for the prefabricated roof system. In addition, (4) 1" x 3" slotted drains for water runoff shall be included.
- C. Wall panels supplied by Portland Loo Inc.
 - i. The wall panels will be 3/16" ASTM A304 Stainless steel structural plate steel.
 - ii. All wall panels are channel formed around the perimeter and bolted to the prefabricated building frame.

2.3 OPENINGS

- A. Louvers supplied by Portland Loo Inc.

The frame and louvers will be fabricated from 1/4" 304/304L ASTM A240A stainless steel plate. Louver panels will be bolted to steel fabricated frames and columns.

- B. Skylight supplied by Portland Loo Inc.

Pre-assembled 304/304L ASTM A240A stainless steel frame with 1/8" translucent double pane 1/8" tempered glass. Base frame to be seal welded to roof and glass panel secured using 304/304L ASTM removable cover plate with drip edge.

C. Main door supplied by Portland Loo Inc.

- i. 3/16" 304/304L ASTM A240A stainless steel plate with formed edges around perimeter, 3/16" Formed channel stiffeners, and an integrated door louver fabricated from 3/16" 304/304L ASTM A240A stainless steel plate.
- ii. Door hinges shall be barrel hinges with zerk fittings welded to 1/4" x 3" x 5" plates. Hinges shall be attached with 3/8-16 vandal resistant security screws.
- iii. Lever lock shall be Best HD door lever 9k series complies with ADA and California Fire Safety Code (CSFM). Dormitory locking feature to keep door from locking after departure. Satin Chrome finish. Installation on-site with supplied hardware.
- iv. Door closer shall be Norton 9540 689 inside surface mounted door closer with fast power adjust, shall comply with ADA requirements. Door closer shall be tested and certified under ANSI Standard A156.4, grade one.

D. Mechanical room doors supplied by Portland Loo Inc.

- i. 3/16" ASTM A304 Stainless Steel plate.
- ii. Door hinges shall be type 304 stainless steel piano hinge without holes. .075" thick, 3" width, 1/4" pin diameter. Attached with stainless steel screws.
- iii. Locks to be (2) Stanley BEST 8T-2-7-L-STK-626 Grade 1 Cylinder/Blank Deadbolt with a 2-3/8 Backset in Satin Chrome. Cores passed ANSI/BHMA A156.11, grade 1 testing. Satin chrome finish to accept Best large format IC cores by installer. Qty 1 per door.

2.4 PLUMBING

A. Toilet supplied by Portland Loo Inc.

- i. Acorn Dura-Ware 2105 Series wall hung, 16-ga. type 304 stainless steel. Seamlessly welded from a one piece vandal resistant unit. Fully enclosed trap, Siphon Jet flushing action, and integral elongated seat. Designed for low consumption with appropriate flush valve.
- iii. Designed to meet or exceed ASME 112.19.3-2008 and CSA B45.4-2008 for hydraulic performance and ASME 112.19.3-2008 for physical dimensions.
- iv. Exposed surfaces polished to a satin finish.

B. Flushometer supplied by Portland Loo Inc.

- i. Sloan manual concealed flushometer for wall hung water closets, 14.5" rough in, rear spud, offset activation, 1.28 gpf/4.8 Lpf, wall box
- ii. Valve body, cover, tailpiece and control stop shall be in conformance with ASTM alloy classification for semi-red brass.
- iii. Valve shall be in compliance to the applicable sections of ASSE 1037, ANSI/ASME 112.19.2, and military specification V-29193.
- iv. ADA compliant non-hold-open feature type actuator.

C. Exterior hand wash station supplied by Portland Loo Inc.

- i. Acorn BPH chrome plated brass filler spout with push button actuator and a pneumatic valve.
- ii. Acorn 03-M pneumatic metering valve
- iii. Acorn PBH air-trol push button requires less than 5 lb force operation.

2.6 FURNISHINGS

A. Grab bars supplied by Portland Loo Inc.

WH Cress 6800 series stainless steel grab bars, 4-ga, satin finish 1-1/2" outside diameter 22-ga round snap on concealed mount.

B. Toilet paper dispenser supplied by Portland Loo Inc.

One, 2-roll 12ga 304 Stainless steel, rolling dispenser with 1" long, lockable.

C. Hand sanitizer dispenser supplied by Portland Loo Inc.

- i. McMaster 2783K26 Chrome-plated Gravity-Flow Valve fed from interior reservoirs
- ii. High impact polystyrene soap vessel liner, chrome-plated brass soap valve with ABS mechanism that requires less than 5lbs of force.
- iii. 32oz bottle soap reservoir secured inside locked back water closet space.

D. Signs supplied by Portland Loo Inc.

- i. Restroom entry signs shall be fastened to exterior walls alongside entry doors to meet ADA requirements, Hand Sanitizer sign on inside above hand sanitizer pump, Hand Wash sign on outside above hand wash control valve.
- ii. Graphics and grade 2 Braille on injection molded plastic signs, black or blue color. Unisex design.
- iii. Dimensions: Qty (1) 9" wide by 8" tall by 1/8" thick.
- iv. Dimensions: Qty (1) 8" wide by 2" tall by 1/8" thick "Hand Sanitizer" sign
- v. Dimensions: Qty (1) 8" wide by 2" tall by 1/8" thick "Hand Wash" sign

2.8 FINISHES

All exposed Stainless steel and steel surfaces are sandblast finish and two coats of Tiger Drylac Anti-graffiti Powder coat clear finish or one coat exterior color and one coat Tiger Drylac Anti-graffiti Powder coat clear finish.

2.9 ELECTRICAL

Electrical system and components Supplied by Portland Loo Inc. - Furnished and wired by electrical contractor licensed in the state of Oregon. Wiring, conduit, electrical enclosures are UL listed.

- A. Exterior lighting – LED Flexlight light rope, 3 Watts per foot. Blue lighting.
- B. Interior Lighting – Two 24 Inch Current USA TrueLumen Pro Deepwater Blue 453nm Actinic LED Strip Lights
- C. Lighting control – Photoeye – 24 VDC Wattstopper Model #EM-24A2.
- D. Electrical heat trace and Thermostat – Heatline Kompensator heat trace with 6 watts per foot and 24V DC powered. Heat trace controlled by Engenity Solitat II Solid State DC thermostat set to close at 40 deg Fahrenheit or below, 6V to 24V operation and 20Amp load capability.
- E. Meter Panel (non-solar units if requested) – Cooper AW114TB UL 414 listed and complies with C12.7. Only on Non-solar Portland Loo.
- F. Sola 24 V DC power supply 110V AC input, 240 Watt – model SDN 10-24-100C. Only on non-solar Portland Loo
- G. Electrical Enclosure - NEMA (include wording for grounding by others) Including breakers and fusing, wire terminations, Control relays and Sola 24V DC power supply (non-solar units).

PART 3: EXECUTION

3.1 SITEWORK

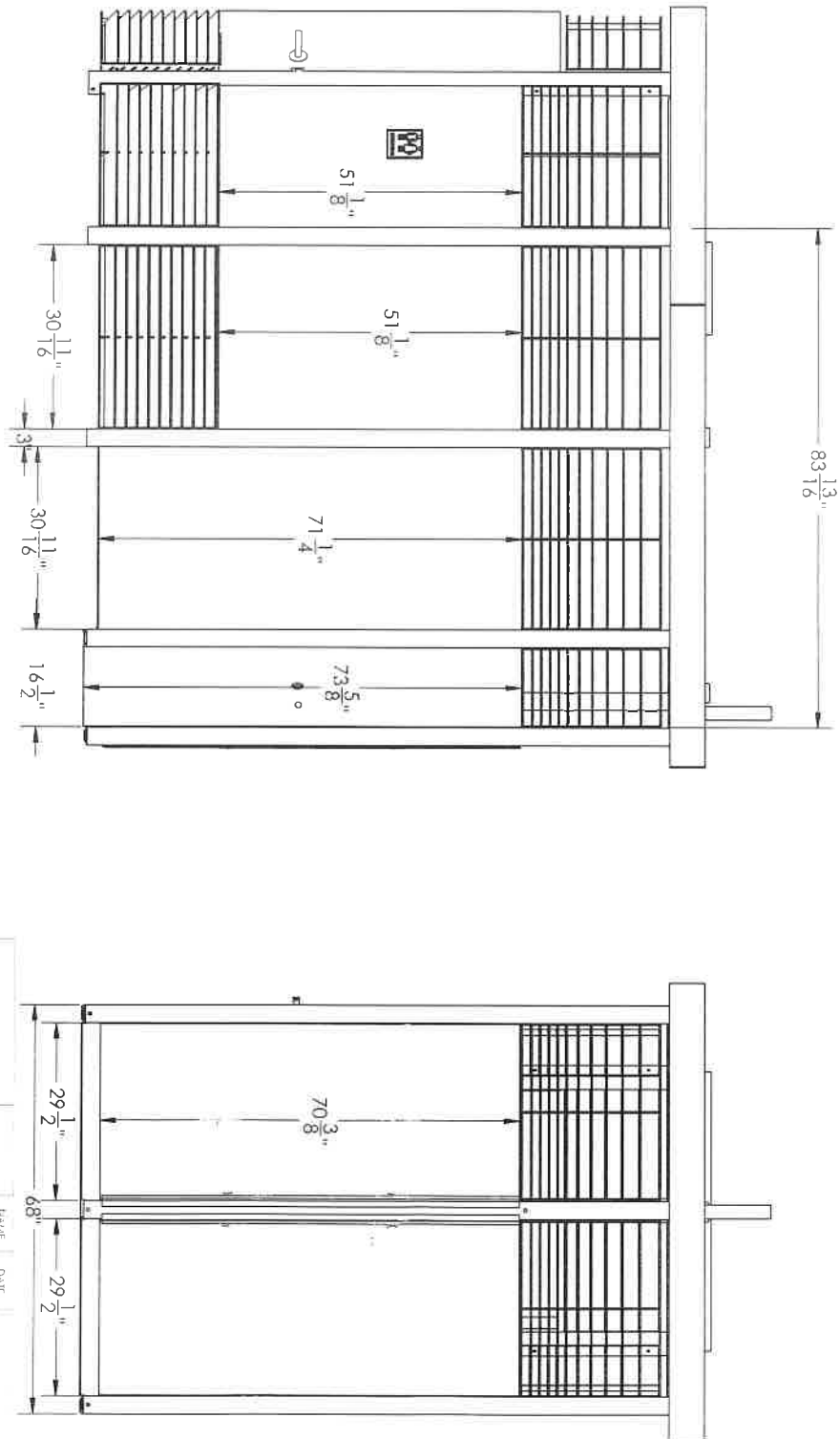
- A. Refer to site plan.
 - i. Structural fill per geotechnical reports (by others).
 - ii. Site grading and structural fill (by others).
 - iii. Building foundation structural fill (by others).
 - iv. Structural fill to bring the site to grade and compaction (by others)

- v. Structural fill for footing foundation and slab grading per plan (by installer).
- vi. Sidewalks (by installer).

3.2 BUILDING ERECTION

- A. Verify site conditions are prepared for building installation.
- B. Do not field cut or alter structural members without approval of architect or engineer.
- C. Install in accordance with manufacturer's instructions.

END OF SECTION 13 34 00



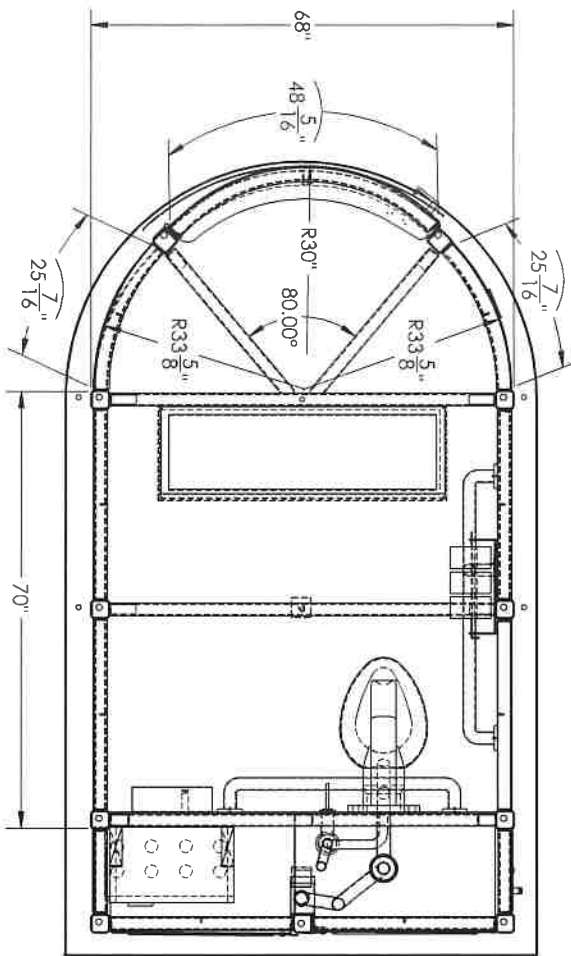
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UNLESS OTHERWISE SPECIFIED:	
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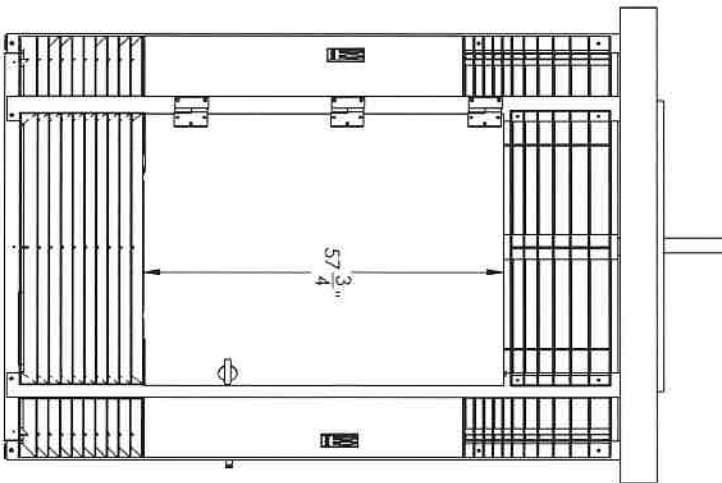
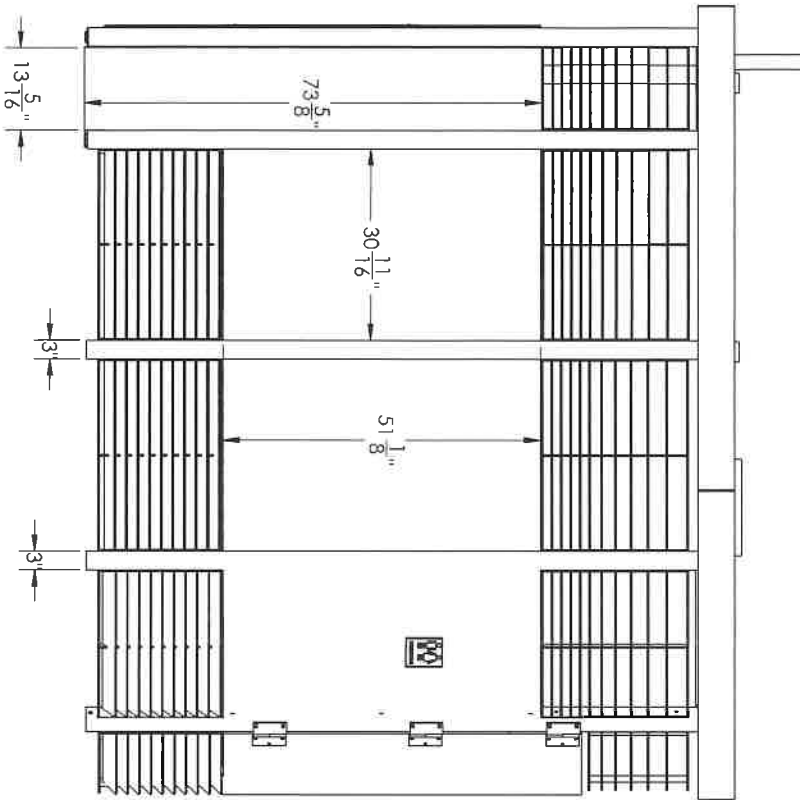
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MADDEN FABRICATION



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ANGULAR ±0.05°						
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CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 1/18/2023
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 provide 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 the 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.

Next Steps

If the City Commission provides direction 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

¶. 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:

- 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;
- 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.-

~~DE~~. 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

Item 9g.

To: City Commission **Agenda Date:** 1.18.23
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 1, 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 City Commission in early 2023 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

Deliverable: 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, 2022 Hearing, the Planning Commission supported the revisions and provided direction to Staff, with a formal vote at the January 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 Expedited Land Division process for townhome proposals with more than four units.

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

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

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.

Next Steps

Bring back an ordinance for as a Public Hearing to the February 1, 2023 City Commission meeting implementing the above proposed code amendments.

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 – Technical 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, 2023 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 removes an unneeded cross reference.*

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](#)



MEMORANDUM

December 5, 2022

To : Christina Robertson-Gardiner, Senior Planner

From : Josh Wheeler, PE, Assistant City Engineer

RE : Middle Housing Driveway Code 16.12.035

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

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

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

- 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 <u>single</u> -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 <u>for all uses other than detached single family dwellings, duplexes, triplexes, quadplexes and townhouses.</u>	25 feet
---------------	--	---------

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

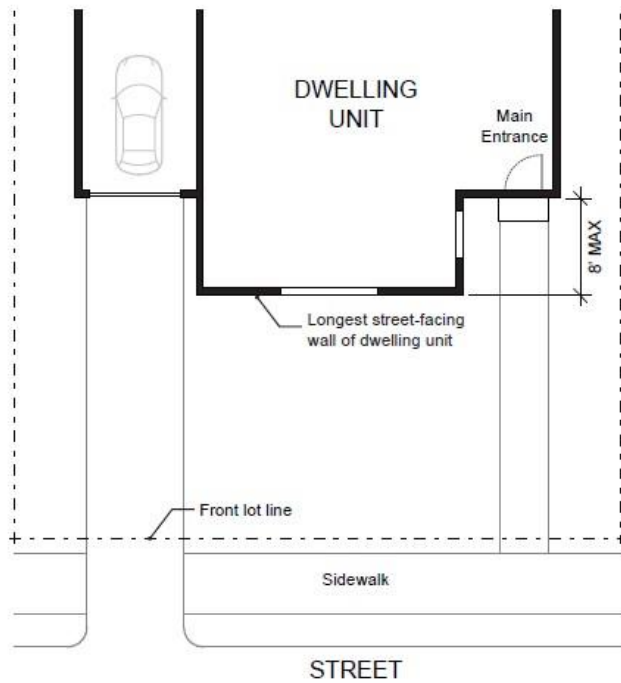


Figure 17.16.030.D.2

Main Entrance at Forty Five Degree Angle from the Street

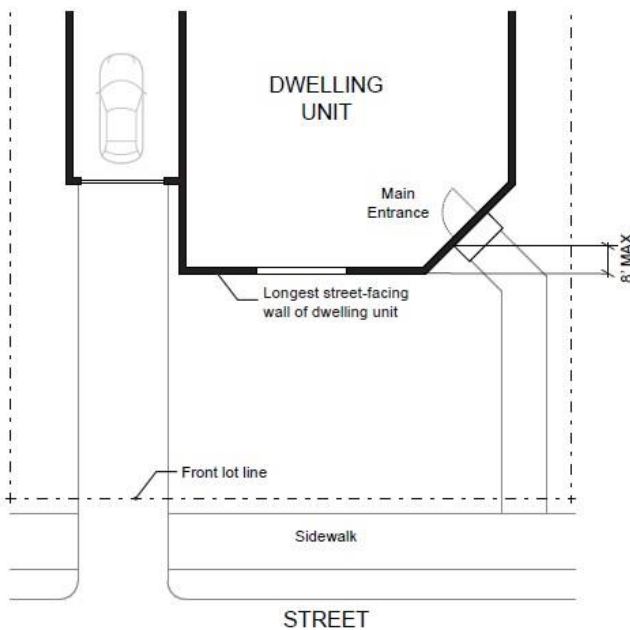


Figure 17.16.030.D.3
Main Entrance Facing Common Open Space

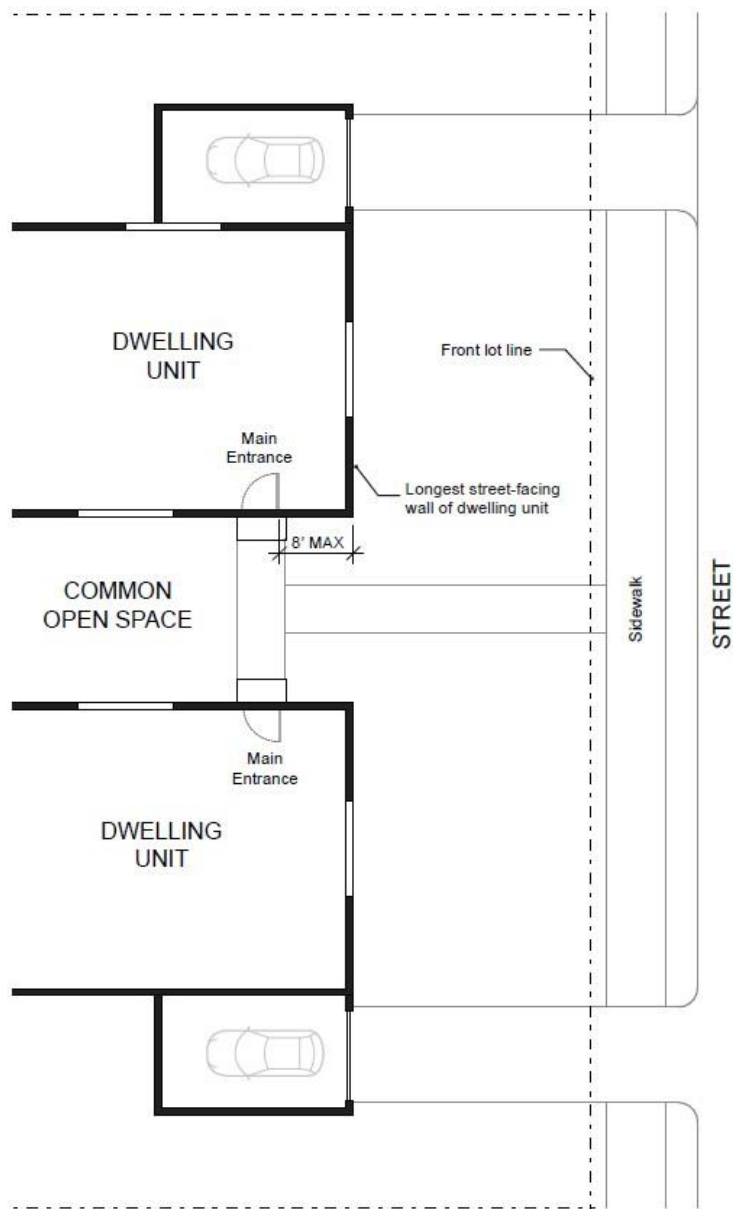
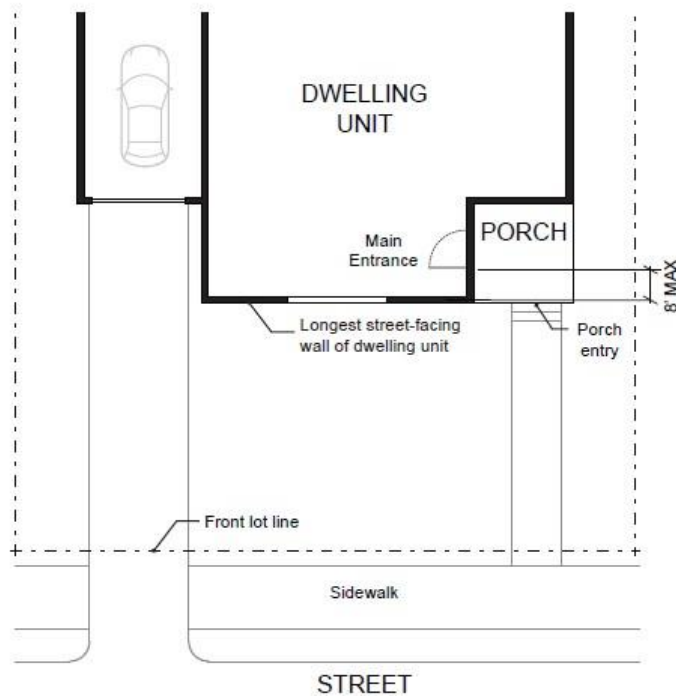


Figure 17.16.030.D.4
Main Entrance Opening onto a Porch



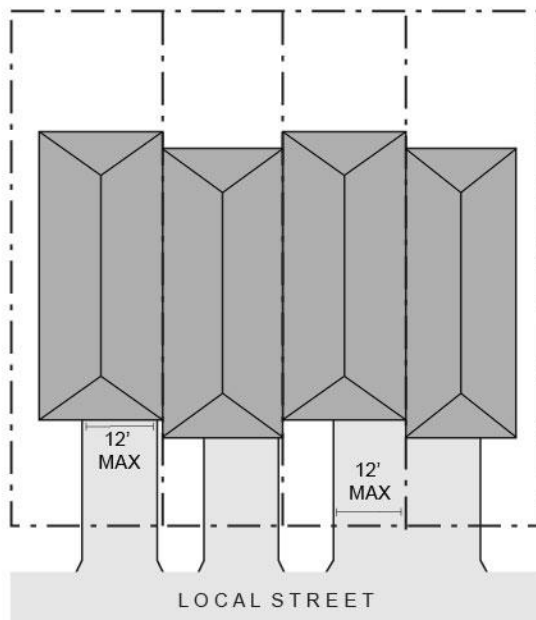
- E. Driveway access and parking shall comply with OCMC 17.16.040.
- F. Townhouses shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

(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.

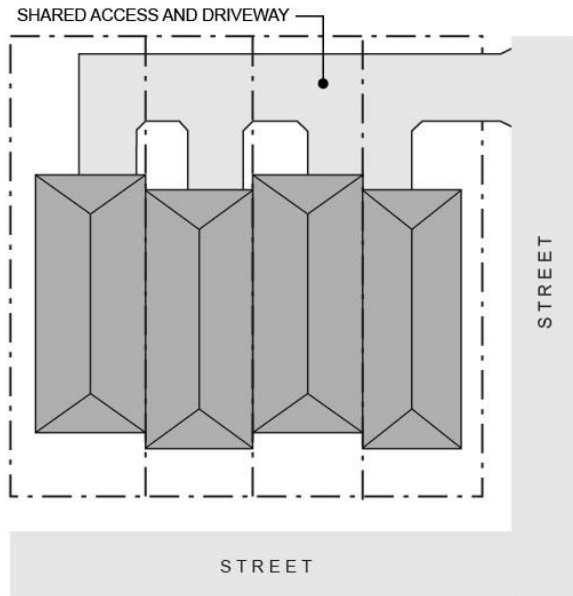
Figure 17.16.040.A.1
Townhouses with Parking in the Front Yard



Revised figure will be removed or
 show two paired driveways.

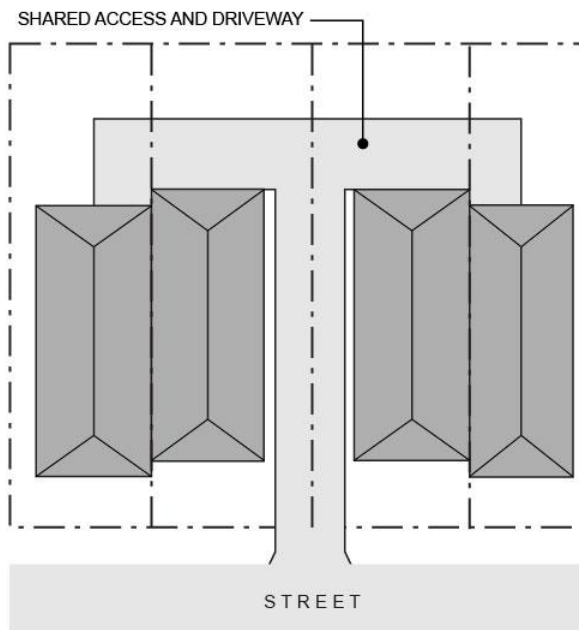
- B. Garages not on the front façade and townhouses which do not include off-street parking in the front yard are permitted in compliance with the following standards. The following driveway access and parking standards may also be voluntarily utilized for townhouses that could otherwise meet the standards 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 aisles or areas shall be located behind the building façade that is closest to the street, below buildings, or on one or both sides of buildings, except where the following conditions exist:
 1. The site does not abut a collector or arterial street (i.e. the site abuts a local street);
 2. The site is not a corner lot; and
 3. ~~The site is less than twenty thousand square feet in size; or~~
 4. There is an existing topographic constraint that precludes locating the parking area in conformance with this standard.
- F. Triplexes and quadplexes shall comply with the residential lot tree requirements in OCMC 17.14.080 and the street tree requirements in OCMC 17.14.090.

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

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

17.16.065 Detached triplexes

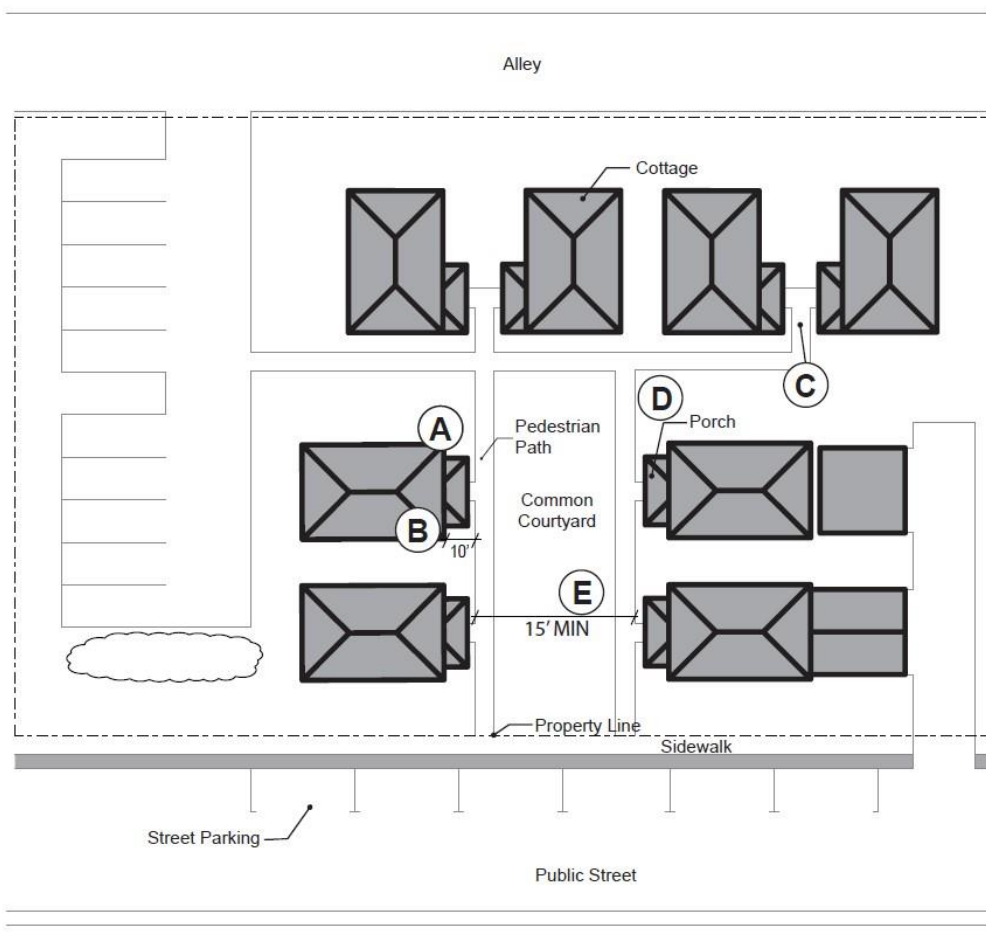
- A. Triplexes consisting of three detached dwelling units, or one detached and two attached dwelling units, are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.
- B. In the case of a triplex with detached dwelling units, each street-facing façade that is not separated from the street property line by a dwelling shall meet the standards in OCMC 17.14.030.
- C. Any detached dwelling unit that is not separated from the street property line by a dwelling along more than 50 percent of its street-facing façade shall provide at least one main entrance meeting the standards of OCMC 17.16.060.C.

17.16.070 Cottage clusters.

- A. Intent.
1. To provide a variety of housing types that respond to changing household sizes and ages, including but not limited to retirees, small families, and single-person households.
 2. To encourage creation of more usable open space for residents of the development through flexibility in density and lot standards.
 3. To ensure that the overall size and visual impact of the cluster development be comparable to standard residential development, by balancing bulk and mass of individual residential units with allowed intensity of units.
 4. To provide centrally located and functional common open space that fosters a sense of community and a sense of openness in cluster housing developments.
 5. To ensure minimal visual impact from vehicular use and storage areas for residents of the cluster housing development as well as adjacent properties.
- B. Density Standards. Cottage clusters shall meet the density standards of the underlying zoning district.
- C. Dimensional Standards. Cottage clusters shall meet the dimensional standards of the underlying zoning district and the following standards.
1. Maximum building footprint: Nine hundred square feet per cottage cluster unit.
 2. Maximum average gross floor area: One thousand square feet per cottage cluster unit.
 3. Maximum gross floor area: One thousand five hundred square feet per cottage cluster unit.
 4. Setbacks for accessory buildings shall comply with OCMC 17.54.010.
 5. Minimum distance separating cottage cluster units (excluding attached dwellings and accessory structures): Ten feet.
 6. Cottage clusters shall contain a minimum of four and a maximum of twelve cottage cluster units per cluster to encourage a sense of community among the residents. A development site may contain more than one cluster, however only one cluster of up to twelve units per lot is eligible to utilize the middle housing land division process in OCMC 16.24.

- D. Cottage Orientation. Cottages must be clustered around a common courtyard, meaning they abut the associated common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure 17.16.070.D):
1. Each cottage cluster unit within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
 2. A minimum of fifty percent of cottage cluster units within a cluster must be oriented to the common courtyard and must:
 - a. Have a main entrance facing the common courtyard;
 - b. Be within ten feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
 - c. Be connected to the common courtyard by a pedestrian path.
 3. Cottages within twenty feet of a street property line may have their entrances facing the street.
 4. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.

Figure 17.16.070.D
Cottage Cluster Orientation and Common Courtyard Standards



- (A)** A minimum of 50% of cottages must be oriented to the common courtyard.
- (B)** Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
- (C)** Cottages must be connected to the common courtyard by a pedestrian path.
- (D)** Cottages must abut the courtyard on at least two sides of the courtyard.
- (E)** The common courtyard must be at least 15 feet wide at its narrowest width.

E. Common Courtyard Design Standards.

- 1. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents.
- 1. The required minimum common courtyard is one hundred fifty square feet per cottage cluster unit.
- 2. Common courtyards must meet the following standards (see Figure 17.16.070.D):
 - a. The common courtyard must be a single compact, contiguous, central open space that:
 - i. 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:

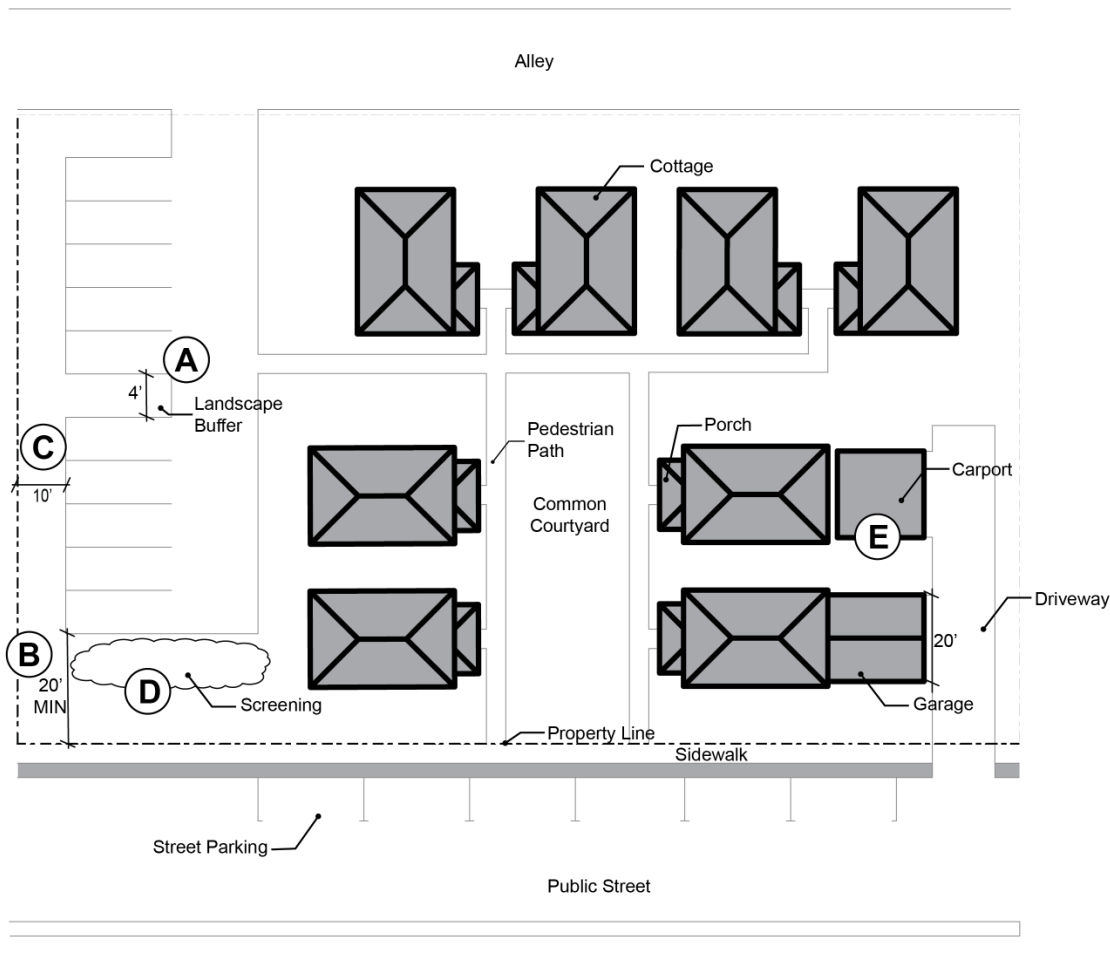
- 1. A cottage cluster is permitted one community building, which shall count towards the maximum one thousand square feet average floor area limitation,
- 2. A community building that meets the definition of a dwelling unit must meet the maximum nine hundred square foot building footprint limitation 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~~ 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, clad wood, or fiberglass (worth two elements);
 13. Windows on all of the elevations are recessed a minimum of two inches from the facade (worth two elements);
 14. A balcony that projects a minimum of one foot from the wall of the building and is enclosed by a railing or parapet;

15. Shakes, shingles, brick, stone or other similar decorative materials shall occupy a minimum of sixty square feet of the street facade;
 16. All garage doors are a maximum nine feet wide;
 17. All garage doors wider than nine feet are designed to resemble two smaller garage doors;
 18. There are a minimum of two windows in each garage door;
 19. A third garage door is recessed a minimum of two feet;
 20. A window over the garage door that is a minimum of twelve square feet with window trim (minimum four inches);
 21. The living space of the dwelling is within five feet of the front yard setback; or
 22. The driveway is composed entirely of pervious pavers or porous pavement.
- B. If the garage projects in front of the furthest forward living space on the street facing facade, one of the residential design elements 1 or 2 below, shall be provided in addition to the residential design elements required in OCMC 17.14.040.A. Residential design elements utilized in OCMC 17.14.040.B can be additionally utilized in OCMC 17.14.040.A.
1. A minimum sixty square-foot covered front porch that is at least five feet deep; or a minimum forty square-foot covered porch with railings that is at least five feet deep and elevated entirely a minimum of eighteen inches.
 2. The garage is part of a two-level facade. The second level facade shall have a window (minimum twelve square feet) with window trim (minimum four inches).

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

17.14.050 Main entrances.

- A. The main entrance for each single-family detached residential unit, and the main entrance for at least one unit in a duplex shall:
1. Be located on a façade that faces a street; or
 2. Open onto a covered porch on a street-facing facade that is at least sixty square feet with a minimum depth of five feet.
- B. The main entrance of one or more dwelling units on a flag lot shall face either the front lot line or the side lot line adjoining the flag pole.

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

17.14.060 Detached duplexes

- A. Duplexes consisting of two detached dwelling units are permitted provided that one dwelling unit on the lot is an existing dwelling unit that received final inspection at least five years ago.

- B. In the case of a duplex with detached dwelling units, each street-facing façade that is can 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
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Oregon White Oak	Quercus garryana
Pacific willow	Salix lucida spp. lasiandra
Western red cedar	Thuja plicata
Western hemlock	Tsuga heterophylla
Northern Red Oak	Quercus rubra
Bur Oak	Quercus macrocarpa
Bigleaf Maple	Acer macrophyllum
Grand Fir	Abies grandis
Douglas Fir	Pseudotsuga menziesii
American Elm hybrids (disease resistant)	Ulmus spp.
Western yew	Taxus brevifolia

3. Tree Fund. This option may be used where site characteristics or construction preferences do not support the preservation or planting options identified above. The community development director may approve this option in-lieu-of or in addition to requirements of Option 1 and/or 2 above. The community development director may approve the payment of cash-in-lieu into a dedicated fund for the remainder of trees that cannot be replanted in the manner described above. The large native or heritage tree incentive does not apply when using this option to calculate the number of required inches.
- The cash-in-lieu payment per tree shall utilize the adopted fee schedule when calculating the total tree fund payment.
 - The amount to be paid to the tree fund shall be calculated by subtracting the total inches of trees preserved and planted per subsection 1 and 2 above from the minimum tree diameter inches required in Table 17.14.080.A, dividing the sum by two inches and multiplying the remainder by the adopted fee from the Oregon City fee schedule. For example:

Lot Size	a. Tree Requirement per Table 17.14.080.A (inches)	b. Trees Preserved (inches)	c. Trees Planted (inches)	d. To be mitigated (inches) a.—b.—c.	Number of trees owed to tree fund. d./2" minimum caliper tree
10,000—14,999	10"	2"	4"	4"	2

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

17.14.090 Street trees.

All new single-family detached residential units and middle housing developments, or additions of twenty-five percent or more of the existing square footage of the residence (including the living space and garage(s)) shall install one street tree in accordance with OCMC 12.08 if there is not at least one existing street tree for every thirty-five feet of property frontage.

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

Chapter 17.34 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
From: Public Works Director John M. Lewis, PE

Agenda Date: 01/18/2023

SUBJECT:

Holcomb Boulevard Safe Routes to School Grant Award

STAFF RECOMMENDATION:

No action requested, information only.

EXECUTIVE SUMMARY:

In July 2022, staff submitted a 2022 Safe Routes to School (SRTS) Competitive Construction Grant Application to the Oregon Department of Transportation for the Holcomb Boulevard Sidewalk and Protected Crossings Project. The project is located on Holcomb Boulevard, east of the access to Holcomb Elementary. In order to make the project competitive and within the funding request guidelines, staff was only able to submit the improvements east of Holcomb Elementary. The public improvements are generally located between Holcomb School Road and Winston Drive, as shown on the attached Project Map, and include:

- 7-foot Concrete Sidewalks and 6-foot Bike Lanes
- Street Lighting
- Rectangular Rapid Flashing Beacon (RRFB) & Marked Crosswalk at Winston Drive
- Piping of Existing Storm Drainage Ditch
- Flashing School Zone Signage

The total project costs, grant funding and City match are as follows:

SRTS Grant Funding:	\$1,642,782.40
<u>City Match (Transportation SDC):</u>	<u>\$410,695.60</u>
Total Project Cost:	\$2,053,478.00

In November 2022, the Safe Routes to School Advisory Committee reviewed the grant applications, scoring, and available funding. They were charged with making a recommendation to the Oregon Transportation Commission of projects to be funded

through the grant program. Their recommendation included fully funding the Oregon City Holcomb Boulevard Sidewalk and Protected Crossings Project.

On January 12, 2023, the Oregon Transportation Commission is scheduled to take action on the project list as part of their Consent Agenda.

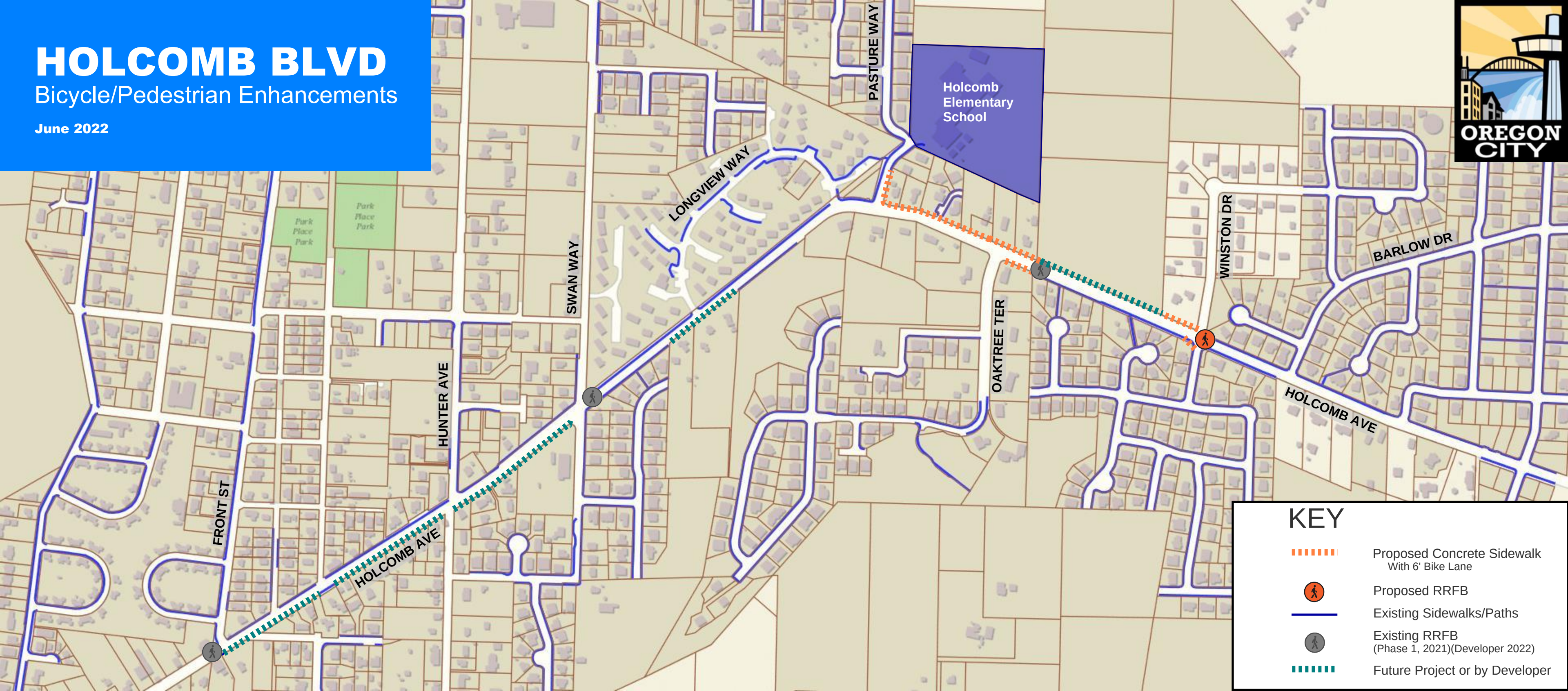
With the understanding that this project is important to the City Commission, the Park Place Neighborhood Association, and the community, staff have put together an aggressive delivery schedule and hope to get the project completed in time for the Fall 2024 start of school. It is anticipated that approximately 6-8 properties may be impacted by the design and will require small acquisitions along their frontage. As with the Molalla Avenue Streetscape Project, staff will work hard to minimize impacts to private properties, while working to deliver the public improvements that are part of the project. The preliminary project schedule is as follows:

- Grant Intergovernmental Agreement Review & Approval – Winter 2023
- Consultant Selection & Contracting – Winter 2023
- Design – Spring 2023 to Winter 2024
- Right of Way Acquisitions – Fall 2023 to Winter 2024
- Bidding & Award – Spring 2024
- Construction – Summer 2024
- Grand Opening “Walk, Bike & Roll to School” Event – Fall 2024

HOLCOMB BLVD

Bicycle/Pedestrian Enhancements

June 2022



KEY

- Proposed Concrete Sidewalk With 6' Bike Lane
- Proposed RRFB
- Existing Sidewalks/Paths
- Existing RRFB (Phase 1, 2021)(Developer 2022)
- Future Project or by Developer