



CITY OF OREGON CITY URBAN RENEWAL COMMISSION AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 4, 2025 at 6:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel:

<https://www.youtube.com/user/CityofOregonCity>

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

- Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)

- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENTS

3. DISCUSSION ITEMS

- a. Leases on URA-Owned Residential
- b. Development of Clackamette Cove
- c. 922 Main Street (10th and Main)

4. COMMUNICATIONS

5. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the clerk. When the Chair calls your name, proceed to the speaker table, and state your name and city of residence. Each speaker is given 3 minutes to speak. As a general practice, the committee does not engage in discussion with those making comments. Complaints shall be addressed at the department level prior to addressing the committee.

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](#) 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

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

Staff Report

To: Urban Renewal Commission **Agenda Date:** June 4, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 3.a. - Leases on URA-Owned Residential

STAFF RECOMMENDATION:

Staff request that the Urban Renewal Commission (“URC”) review the updated information and provide directions on how to proceed.

EXECUTIVE SUMMARY:

On May 7, 2025, the Urban Renewal Commission directed staff to obtain property profiles of the two residential properties owned by the Urban Renewal Agency. On May 21, 2025, the URC wanted more information on the leases associated with each property. Further, staff were directed to make preparations to sell the residential properties.

BACKGROUND:

On May 7, 2025, the URC directed staff to obtain property profiles for the 20 properties owned by the Urban Renewal Agency, with an interest in discussing the two residential properties owned by Urban Renewal. The properties in question are located at:

- * 214 S Tumwater Drive, Oregon City, OR 97045
 - 313 S 2nd Street, Oregon City, OR 97045

On May 21, 2025, the URC sought information on the leases associated with the two residential properties. The leases are included with this staff report.

Property Profile: 214 S Tumwater Drive, Oregon City, OR 97045

- Year Built 1935
- 2 bed, 1.5 bath
- Interior Sq Ft: 1450
- Lot size: 3,465 Sq Ft (0.08 acres)
- Zoning: Institutional
- Not in a flood zone
- Property Condition: Good
- Currently leased

Terms and Conditions of Lease for 214 Tumwater Drive:

- Lease commenced on 8/1/2023
- The lease initially began as a 10-month lease, up to 5/31/2024.
- After 5/31/2024, the lease turned month-to-month.
- By May 31, 2025, tenants would have leased the property for 22 months.
- Oregon State Law requires that tenants that have leased property for more than one year must be given a 60-day advance, written notice to vacate.

Property Profile: 313 S 2nd Street, Oregon City, OR 97045

- Year Built 1925
- 3 bed, 2 bath
- Interior Sq Ft 1450
- Lot size: 3465 Sq Ft)0.08
- Zoning: Institutional
- Not in a Flood Zone
- Property Condition: Good
- Currently leased

Terms and Conditions of Lease for 313 S 2nd Street

- Lease commenced on 7/1/2024
- Lease began as a month-to-month lease
- By May 31, 2025, tenants would have leased the property for 11 months.
- Oregon State Law requires that tenants that have leased property for more than one year must be given a 60-day advance, written notice to vacate.

During the May 21, 2025 meeting, the URC voted unanimously to direct staff to start the process of preparing the residential properties for sale, which included changing the zoning of the properties from institutional to residential.

OPTIONS:

1. Review the leases and provide staff with further direction.

BUDGET IMPACT:

Amount \$0

Fiscal Year(s):

Funding Source(s):

Bluestone Property Management (SFH Division)

4915 SW Griffith Drive, Suite 300 • Beaverton, OR 97005
(971) 364-8605



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Rental Agreement

1.1 PARTIES

CURRENT RENTAL AGREEMENT Created: 06/05/2024

Term: Month to Month | Dates: 07/01/2024 - _

Roommate Change and Renewal

Monthly Charges: ~~999~~

Tenant Liability Insurance \$14.00

Rent \$2,802.60

Total: \$2,816.60

Security Deposit: \$1,946.25 | Additional Deposit: _

Other:

MOVE IN SUMMARY Move-in Date: 02/01/2023

Total Due at Move-in: _

ADDITIONAL LEASE INFORMATION SUMMARY:

Garbage Responsibility: Tenant's name, directly set up
Garbage Provider: Oregon City Garbage Co: 503-656-8403
Electricity Responsibility: Tenant (set up with provider)
Electricity Provider: PGE: 503-228-6322
Gas: Yes
Gas Responsibility: Tenant (Set up with Provider)
Gas Company: NW Natural: 503-226-4211
W/S Responsibility: Tenant (Set up with Provider)
Water/Sewer Provider: Oak Lodge Water District: 503-654-7765

Late fee rule: 10 Percent of Recurring Rent Only

Utilities included: _

Utility Flat fees (if applicable):

Water: _ | Sewer: _ | Trash: _

Gas: _ | Electric: _ | Cable: _ | HVAC: _

Animal Information: Pet Rent: _

This is a binding document. Read carefully before signing.

This Rental Agreement (sometimes referred to as the "lease") is entered into by and between you, the Resident(s):

and us, the Landlord: **Bluestone Property Management** (property management company name).

You've agreed to rent the dwelling, referred to by its property code/name, at;

COC2 - 313 S. 2nd Street
313 S. 2nd Street
Oregon City, OR 97045

for use as a private residence only. For purposes of this Lease Contract, "premises" includes, but is not limited to, the dwelling, yard, exterior patios, balconies, garages, carports, attics, basements, and other spaces that have been provided to you for your exclusive use. Further, the premises shall not be used in any manner for any business or commercial purposes which involves customers or clients coming to or entering the Premises, or delivery of goods to or from the Premises. The terms "you" and "your" refer to all Residents listed above. The terms "we", "us", and "our" refer to the Landlord listed above (or any of Landlord's successors' in interest or assigns). The terms "Resident" and "Tenant" shall be synonymous and the terms "Landlord" and "Owner/Agent" shall be synonymous. Written or electronic notice to or from our managers, employees or other agents constitutes notice to or from us. If anyone else has guaranteed performance of this Rental Agreement, a separate Rental Agreement Guaranty for each guarantor is attached.

Landlord's designated address for written notice from Resident by first class mail and attachment is:

4915 SW Griffith Drive, Suite 300
Beaverton, OR 97005

1.2 OCCUPANTS

The dwelling will be occupied only by the Resident(s) set forth above and:

___ (no other Occupants if blank).

No one else may occupy the dwelling. Resident(s) and occupant(s) not listed above must not stay in the dwelling for more than 10 consecutive days without Landlord's prior written consent, and no more than twice that many days in any 12 month period of time, whether or not consecutive. For purposes of this paragraph, a person shall be deemed to be staying in the dwelling if that person is present on the premises for a substantial amount of time, whether day or night, and whether during consecutive hours or not. Long term guests, repeated guests, live-in guests, live-in sitters, and visiting family members are not exempt from this paragraph.

Resident shall notify Landlord of any absence in excess of seven (7) days, no later than the first day of said absence.

1.3 TERM

Lease Term - Month to Month. If the Lease Term is not Month to Month, then the initial term of the Rental Agreement shall commence on 07/01/2024 and shall end at 11:59 p.m. on ___ (Month to Month if blank).

First Year of Occupancy/Fixed Term Lease: If the Lease Term above is not Month to Month and the natural expiration date of the fixed term lease falls within the first year of occupancy, then the fixed

term tenancy becomes a month-to-month tenancy upon the expiration of the fixed term, unless either party gives the other notice in writing not less than 30 days prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later.

After First Year of Occupancy/Fixed Term Lease: If the specified ending date of the foregoing lease term falls after the first year of occupancy, then this Rental Agreement will automatically become a month-to-month tenancy upon the expiration of the fixed term, unless (a) the Owner/Agent and Resident agree to a new fixed term tenancy; (b) the Resident gives the Owner/Agent notice in writing not less than 30 days prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later; or (c) the Owner/Agent terminates the tenancy in accordance with applicable law based upon a qualifying landlord reason or other lawful basis.

Month-to-Month: If the Lease Term above is Month to Month, then this Rental Agreement shall consist of a month-to-month tenancy. The parties may terminate the tenancy without cause as follows: (a) Resident may terminate the tenancy by giving Owner/Agent at least 30 days' written notice of termination at any time; and (b) At any time during the first year of occupancy, Owner/Agent may terminate the tenancy by giving Resident at least 30 days' written notice of termination.

Longer Legal Notice Periods: In the event that any other law (including, without limitation, local law) in effect at the time of service requires a longer notice period than any notice period set forth above, then said other law shall supersede the relevant notice period set forth above and the required longer notice period shall apply.

First Year of Occupancy: "First year of occupancy" is defined as all periods in which any of the current Residents has resided in the dwelling unit for one year or less.

Preservation of Termination Rights: Any termination rights set forth herein are in addition to, and not in limitation of, any other termination rights either party may have. Each party preserves the right to terminate the tenancy on any lawful basis.

1.4 SECURITY DEPOSIT

Unless modified by an Addendum, Payment Agreement or Third Party Promissory Note, the total security deposit paid at the time of move in for all Residents in the dwelling is:

Management held Deposit: \$1,946.25 (\$0 if blank)

Owner held and/or Additional Deposit: (\$0 if blank)

1.5 KEYS AND FURNITURE

You will be provided dwelling key(s), (0 or none if blank) mailbox key(s), and (0 or none if blank) other access devices (e.g. FOBs) for (0 or none if blank).

Your dwelling is unfurnished unless specifically mentioned in the Special Provisions.

1.6 RENT, LATE CHARGES, AND RETURNED CHECK CHARGES

Unless modified by an Addendum, you will pay **\$2,802.60** per month for rent, payable in advance and without demand at our online payment site, www.bluestonemgt.com, mailed to;

**Bluestone Real Estate Services - 4915
PO BOX 7139
San Francisco, CA 94120-7139**

or in person at;

4915 SW Griffith Drive, Suite 300
Beaverton, OR 97005

If online payments are allowed by Landlord, Landlord shall have the right to terminate Resident's ability to make online payments at any time, and for any reason, including, without limitation, changes in Landlord's methods for receiving payments and Landlord's desire to prevent partial payments. If rent is due at the time of move-in, it is described below in the list of applicable charges.

Prorated rent of . . . ;

- **For Move Ins:** is due for the remainder of the 2nd month, and shall be paid on or before the first day of the 2nd month of tenancy.
- **For Renewals:** (N/A if blank or \$0.00) is due for the 1st month of the renewal period, and shall be paid on or before the first day of the said month.

Thereafter, all monthly charges shall be deemed due on the first (1st) day of each rental period, unless a different due date is designated herein (rent due date).

Form of Payment: Cash is not an acceptable method of payment for rent (or any other sum to Landlord) without Landlord's prior written permission. Residents must not withhold or offset rent, unless authorized by statute. Landlord may, at its sole option, require, at any time, with or without cause, that Residents pay all rent and other sums via certified check, cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason.

Timing of Payments: All monthly charges shall be deemed due on the first day of each rental period, unless a different due date is designated herein.

Late Charge: If Landlord has not received your rent by the end of the fourth (4th) day of the rental period, then you must pay a late charge of **10 Percent of Recurring Rent Only**. Said late charge shall automatically become due and payable on the fifth (5th) day of the monthly rental period, without notice or demand from Owner/Agent to Resident. If you don't pay rent on time, you'll be delinquent and all remedies under this Rental Agreement will be authorized. Landlord will additionally have all other remedies allowed by law.

Third Party Payments: Landlord has the absolute right to refuse to accept any payment from any person or entity other than the Resident(s), unless Landlord is required by law to accept said payment.

LIST OF APPLICABLE CHARGES:

Total Due at Move-In (if applicable):

Second Month Payment (<i>if blank pay full monthly charges</i>):	
Monthly Charges:	
Tenant Liability Insurance	\$14.00
Rent	\$2,802.60
Total:	\$2,816.60
Security Deposit:	
\$1,946.25	
Owner Held or Additional Deposit:	
Other:	

FEES:

Late Charge (Late Rent Payment Fee)
10 Percent of Recurring Rent Only
Early Termination Fee: (<i>1.5x the monthly rent if blank</i>) \$
Dishonored Check Fee: (<i>\$35.00, if blank</i>) plus any charges bank imposes on Landlord \$
Smoke Alarm/Carbon Monoxide Alarm Tampering Fee: \$ 250.00
Noncompliance Fees (not to exceed \$50.00 for a second noncompliance, or \$50.00 plus five percent of the monthly rent amount, or a third or subsequent noncompliance. The following noncompliance fees are only for second violations. Additional noncompliance fees may be due for third or subsequent noncompliances. See paragraph 1.24 - Resident Noncompliance Fee for calculation of third or subsequent noncompliances)
Late Payment of a Utility: \$ 50.00
Failure to Clean Pet/Animal Waste: \$ 50.00
Failure to Clean Rubbish/Garbage: \$ 50.00
Parking Violations or Other Improper use of Vehicle: \$ 50.00
Smoking in Clearly Designated Nonsmoking Unit or Area of Premises: \$ 250.00
Unauthorized Pet Fee: \$ 250.00

Processing Fees: Landlord shall be entitled to charge to Resident(s) all processing fees charged to Landlord by a credit card company and passed through to the Resident for the use of a credit card by the tenant to make a payment when:

- the credit card company allows processing fees to be passed through to the credit card holder; and
- Landlord allows Resident(s) to pay in cash or by check.

Dishonored Payments: In the event Resident pays any sums to Landlord via check or electronic payment, and that payment is returned for nonsufficient funds, then Resident shall pay to Landlord the sum of **\$35.00** for each returned check or rejected electronic payment, plus an amount equal to any amount that a bank has charged the Landlord for processing the dishonored check/payment.

Application of Payments: Payments received by Residents during the tenancy shall be applied in the following order:

1. Outstanding rent from prior rental periods;
2. Rent for the current rental period;
3. Utility or service charges;
4. Late rent payment charges; and
5. Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the Resident.

HOA Assessments: Landlord shall be allowed to pass through, and charge, HOA assessments to Resident(s), if:

- the assessments are imposed by the association on the Landlord,
- the Landlord owns the dwelling unit within the association,
- the assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association; and
- the Landlord gives a copy of the assessment the Landlord receives from the association to the Resident before or at the time the Landlord charges the Resident.

1.7 UTILITIES

Landlord will pay for the following utilities:

___ (none if blank)

Resident will pay for all other utilities, including, without limitation, any public service charge that has been billed by a utility or service provider to the landlord for utility or service provided directly, or for a public service provided indirectly, to the Resident's dwelling available to the Resident as part of the tenancy. If Landlord will bill tenant for a utility, the Utility Addendum and/or utility bill will specify the Landlord's allocation method. Resident shall be required to contract directly with the utility provider for any utility not paid for by Landlord and not billed back to Resident by Landlord. Resident must pay all utility charges as and when due and shall not allow utility payments to fall into default. Resident shall not allow utilities to be disconnected-including disconnection for not paying your bills-until your tenancy ends and you have vacated the premises. Landlord provided cable and/or Internet services are not guaranteed and may be reduced or eliminated, at Landlord's sole discretion during the tenancy. Any reduction or elimination of cable or Internet services shall not constitute a default hereof. Utilities may be used only for customary and normal residential household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

Resident may inspect the provider's bill at a reasonable time and place and Resident may obtain a copy of the provider's bill by making a request to Landlord during the inspection.

1.8 INSURANCE

Renter's liability insurance is required. Resident shall obtain and maintain at all times throughout your tenancy, including any renewal periods and/or lease extensions, at all time during tenancy renter's liability insurance with an amount of coverage of \$_____ (*\$100,000 per occurrence, if blank*). Resident(s) shall provide documentation either (a) that Resident(s) have named Landlord as an interested party on the Resident's renter's liability insurance policy authorizing the insurer to notify Landlord of (i) cancellation or nonrenewal of the policy; (ii) reduction of policy coverage; or (iii) removal of Landlord as an interested party; and (b) on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Landlord reasonably believes that the insurance policy is no longer in effect, that

Bluestone Real Estate Services

c/o Bluestone Real Estate Services • 4915 SW Griffith Dr, Suite 300 • Beaverton, OR 97005
(503) 222-3800



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Rental Agreement

1.1 PARTIES

Renewal/Revision: 10 month	Date Lease Created: 07/21/2023
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This is a binding document. Read carefully before signing.

This Rental Agreement (sometimes referred to as the "lease") is entered into by and between you, the Resident(s):

and us, the Landlord: Bluestone Real Estate Services (property management company name).

You've agreed to rent the following Premises referred to by it's property code/name and address;

COC1 - 214 Tumwater Drive

**214 S Tumwater Drive
Oregon City, OR 97045**

for use as a private residence only, and not for any commercial use. Further, the premises shall not be used in any manner for any business or commercial purposes which involves customers or clients coming to or entering the Premises, or delivery of goods to or from the Premises. The terms "you" and "your" refer to all Residents listed above. The terms "we", "us", and "our" refer to the Landlord listed above (or any of the Landlord's successors' in interest or assigns). The terms "Resident" and "Tenant" shall be synonymous and the terms "Landlord" and "Owner/Agent" shall be synonymous. Written or electronic notice to or from our managers, employees or other agents constitutes notice to or from us. If anyone else has guaranteed performance of this Rental Agreement, a separate Rental Agreement Guaranty for each guarantor is attached.

Landlord's designated address for written notice from Resident by first class mail and attachment is:
c/o Bluestone Real Estate Services
4915 SW Griffith Dr, Suite 300
Beaverton, OR 97005

1.2 OCCUPANTS

The dwelling will be occupied only by Resident(s) set forth above and

(no other Occupants if blank).

No one else may occupy the dwelling. Resident(s) and occupant(s)

not listed above must not stay in the dwelling for more than 10 consecutive days without Landlord's prior written consent, and no more than twice that many days in any 12 month period of time, whether or not consecutive. For purposes of this paragraph, a person shall be deemed to be staying in the dwelling if that person is present on the premises for a substantial amount of time, whether day or night, and whether during consecutive hours or not. Long term guests, repeated guests, live-in guests, live-in sitters, and visiting family members are not exempt from this paragraph.

Resident shall notify Landlord of any absence in excess of seven (7) days, no later than the first day of said absence.

1.3 TERM

Lease Term - 10 month

If the Lease Term above is not Month to Month, then the initial term of the Rental Agreement shall commence on 08/01/2023 and shall end at 11:59 p.m. (the end of the day) on 05/31/2024 (Month to Month if blank).

First Year of Occupancy/Fixed Term Lease: If the Lease Term above is not Month to Month and the natural expiration date of the fixed term lease falls within the first year of occupancy, then the fixed term tenancy becomes a month-to-month tenancy upon the expiration of the fixed term, unless either party gives the other notice in writing not less than 30 days prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later.

After First Year of Occupancy/Fixed Term Lease: If the specified ending date of the foregoing lease term falls after the first year of occupancy, then this Rental Agreement will automatically become a month-to-month tenancy upon the expiration of the fixed term, unless (a) the Owner/Agent and Resident agree to a new fixed term tenancy; (b) the Resident gives the Owner/Agent notice in writing not less than 30 days prior to the specified ending date for the fixed term or the date designated in the notice for the termination of the tenancy, whichever is later; or (c) the Owner/Agent terminates the tenancy in accordance with applicable law based upon a qualifying landlord reason or other lawful basis.

Month-to-Month: If the Lease Term above is Month to Month, then this Rental Agreement shall consist of a month-to-month tenancy. The parties may terminate the tenancy without cause as follows: (a) Resident may terminate the tenancy by giving Owner/Agent at least 30 days' written notice of termination at any time; and (b) At any time during the first year of occupancy, Owner/Agent may terminate the tenancy by giving Resident at least 30 days' written notice of termination.

Longer Legal Notice Periods: In the event that any other law (including, without limitation, local law) in effect at the time of service requires a longer notice period than any notice period set forth above, then said other law shall supersede the relevant notice period set forth above and the required longer notice period shall apply.

First Year of Occupancy: "First year of occupancy" is defined as all periods in which any of the current Residents has resided in the dwelling unit for one year or less.

Preservation of Termination Rights: Any termination rights set forth herein are in addition to, and not in limitation of, any other termination rights either party may have. Each party preserves the right to terminate the tenancy on any lawful basis.

1.4 SECURITY DEPOSIT

Unless modified by the Addendum(s), the total security deposit paid at the time of move in for all Residents in the dwelling is:

Management held Deposit: \$2,493.75 *(\$0 if blank)*

Owner held and/or Additional Deposit: *(\$0 if blank)*

1.5 KEYS AND FURNITURE

You were provided 1 dwelling key(s), *(0 or none if blank)* mailbox key(s), and *(0 or none if blank)* other access devices for *(0 or none if blank)*.

Your dwelling was unfurnished unless specifically mentioned in the Special Provisions.

1.6 RENT, LATE CHARGES, AND RETURNED CHECK CHARGES

Unless modified by Addendum(s), you will pay **\$1,600.00** per month for rent, payable in advance and without demand at our online payment site, **www.bluestonemgt.com**, or in person at;

Bluestone Real Estate Services - 4915

PO BOX 7139
San Francisco, CA 94120-7139

or in person at;

c/o Bluestone Real Estate Services
4915 SW Griffith Dr, Suite 300
Beaverton, OR 97005

If online payments are allowed by Landlord, Landlord shall have the right to terminate Resident's ability to make online payments at any time, and for any reason, including, without limitation, changes in Landlord's methods for receiving payments and Landlord's desire to prevent partial payments. If rent is due at the time of move-in, it is described below in the list of applicable charges.

Prorated rent of (see tenant ledger if blank) is due for the 1st month of this renewal, and shall be paid on or before the first day of the month. Thereafter, all monthly charges shall be deemed due on the first (1st) day of each rental period, unless a different due date is designated herein (rent due date).

Form of Payment: Cash is not an acceptable method of payment for rent (or any other sum to Landlord) without Landlord's prior written permission. Residents must not withhold or offset rent, unless authorized by statute. Landlord may, at its sole option, require, at any time, with or without cause, that Residents pay all rent and other sums via certified check, cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ ACH is rejected, does not clear, or is stopped for any reason.

Timing of Payments: All monthly charges shall be deemed due

on the first day of each rental period, unless a different due date is designated herein.

Late Charge: If Landlord has not received your rent by the end of the fourth (4th) day of the rental period, then you must pay a late charge of **\$100.00 Flat Fee**. Said late charge shall automatically become due and payable on the fifth (5th) day of the monthly rental period, without notice or demand from Owner/Agent to Resident. If you don't pay rent on time, you'll be delinquent and all remedies under this Rental Agreement will be authorized. Landlord will additionally have all other remedies allowed by law.

Third Party Payments: Landlord has the absolute right to refuse to accept any payment from any person or entity other than the Resident(s), unless Landlord is required by law to accept said payment.

LIST OF APPLICABLE CHARGES:

Monthly Charges:	
Rent	\$1,600.00
Total:	\$1,600.00
Security Deposit:	
	\$2,493.75
Additional Deposit:	
Other:	

FEES:

Late Charge (Late Rent Payment Fee)	\$100.00 Flat Fee
Early Termination Fee: <i>(1.5x the monthly rent if blank)</i>	\$
Dishonored Check Fee: <i>(\$35.00, if blank) plus any charges bank imposes on Landlord</i>	\$
Smoke Alarm/Carbon Monoxide Alarm Tampering Fee:	\$ 250.00
Noncompliance Fees (not to exceed \$50.00 for a second noncompliance, or \$50.00 plus five percent of the monthly rent amount, or a third or subsequent noncompliance. The following noncompliance fees are only for second violations. Additional noncompliance fees may be due for third or subsequent noncompliances. See paragraph 24 - Resident Noncompliance Fee for calculation of third or subsequent noncompliances)	
Late Payment of a Utility:	\$ 50.00
Failure to Clean Pet/Animal Waste:	\$ 50.00
Failure to Clean Rubbish/Garbage:	\$ 50.00
Parking Violations or Other Improper use of Vehicle:	\$ 50.00
Smoking in Clearly Designated Nonsmoking Unit or Area of Premises:	\$ 250.00
Unauthorized Pet Fee:	\$ 250.00

Processing Fees: Landlord shall be entitled to charge to Resident(s) all processing fees charged to Landlord by a credit card company and passed through to the Resident for the use of a credit card by the tenant to make a payment when:

- the credit card company allows processing fees to be passed through to the credit card holder; and
- Landlord allows Resident(s) to pay in cash or by check.

Dishonored Payments: In the event Resident pays any sums to Landlord via check or electronic payment, and that payment is returned for nonsufficient funds, then Resident shall pay to Landlord the sum of \$35.00 for each returned check or rejected electronic payment, plus an amount equal to any amount that a bank has charged the Landlord for processing the dishonored check/payment.

Application of Payments: Payments received by Residents during the tenancy shall be applied in the following order:

1. Outstanding rent from prior rental periods;
2. Rent for the current rental period;
3. Utility or service charges;
4. Late rent payment charges; and
5. Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the Resident.

HOA Assessments: Landlord shall be allowed to pass through, and charge, HOA assessments to Resident(s), if:

- the assessments are imposed by the association on the Landlord,
- the Landlord owns the dwelling unit within the association,
- the assessments are imposed by the association on any person for expenses related to moving into or out of a unit located within the association; and
- the Landlord gives a copy of the assessment the Landlord receives from the association to the Resident before or at the time the Landlord charges the Resident.

1.7 UTILITIES

Landlord will pay for the following utilities:

____ (none if blank)

Resident will pay for all other utilities, including, without limitation, any public service charge that has been billed by a utility or service provider to the landlord for utility or service provided directly, or for a public service provided indirectly, to the Resident's dwelling unit or to a common area available to the Resident as part of the tenancy. If Landlord will bill tenant for a utility, the Utility Addendum will be included and will specify the Landlord's allocation method. Resident shall be required to contract directly with the utility provider for any utility not paid for by Landlord and not billed back to Resident by Landlord. Resident must pay all utility charges as and when due and shall not allow utility payments to fall into default. Resident shall not allow utilities to be disconnected-including disconnection for not paying your bills-until your tenancy ends and you have vacated the premises. Cable services are not guaranteed and may be reduced or eliminated, at Landlord's sole discretion during the tenancy. Any reduction or elimination of cable services shall not constitute a default hereof. Utilities may be used only for customary and normal residential household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

Resident may inspect the provider's bill at a reasonable time and place and Resident may obtain a copy of the provider's bill by making a request to Landlord during the inspection.

1.8 INSURANCE

Renter's liability insurance is required. Resident shall obtain and maintain throughout your tenancy, including any renewal periods and/or lease extensions, at all time during tenancy renter's liability insurance with an amount of coverage of \$_____ (\$100,000 per occurrence, if blank). Resident(s) shall provide documentation either (a) that Resident(s) have named Landlord as an interested party on the Resident's renter's liability insurance policy authorizing the insurer to notify Landlord of (i) cancellation or nonrenewal of the policy; (ii) reduction of policy coverage; or (iii) removal of Landlord as an interested party; or [b] on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Landlord reasonably believes that the insurance policy is no longer in effect, that Resident(s) maintain the renter's liability insurance. If this rental agreement is, or becomes, a month-to-month tenancy, then Landlord may amend this agreement during the month-to-month tenancy to require renter's liability insurance after giving the Resident at least 30 days' written notice of the requirement. If Resident does not obtain renter's liability insurance within the 30-day period: (a) Landlord may terminate the tenancy pursuant to ORS 90.392; and (b) Resident may cure the cause of the termination as provided by ORS 90.392 by obtaining insurance. Resident shall provide documentation that Resident maintain the renter's liability insurance on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Landlord reasonably believes that the insurance policy is no longer in effect. Pursuant to Oregon law, "a landlord may require that a tenant obtain or maintain renter's liability insurance only if the landlord obtains and maintains comparable liability insurance and provides documentation to any tenant who requests the documentation, orally or in writing. The landlord may provide documentation to a tenant in person, by mail or by posting in a common area or office. The documentation may consist of a current certificate of coverage." Neither Landlord nor Resident shall make unreasonable demands that have the effect of harassing the other with regard to providing documentation of insurance coverage. Landlord may not: (a) require that Resident obtain renter's liability insurance from a particular insurer; (b) require that Resident name the Landlord as an additional insured or as having any other special status on the Resident's renter's liability insurance policy; (c) require that Resident waive the insurer's subrogation rights; or (d) make a claim against Resident's renter's liability insurance unless: (i) the claim is for damages or costs for which the tenant is legally liable and not for damages or costs that result from ordinary wear and tear, acts of God or the conduct of Landlord; (ii) the claim is greater than the security deposit of Resident, if any; and (iii) Landlord provides a copy of the claim to Resident contemporaneous with filing the claim with the insurer.

Landlord will not require Resident(s) to obtain or maintain renter's liability insurance if the household income of the Resident(s) is equal to or less than 50 percent of the area median income, adjusted for family size as measured up to a five-person family, as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development. Landlord will not require Resident(s) to obtain or maintain renter's liability insurance if the dwelling unit of the tenant has been subsidized with public funds: (a) Including federal or state tax credits, federal block grants authorized in the HOME Investment Partnerships Act under Title 11 of the Cranston-Gonzalez National Affordable Housing Act, as amended, or the Community Development Block Grant program authorized in the Housing and Community Development Act of 1974, as amended, and tax-exempt bonds. (b) Not including tenant-based federal rent subsidy payments under the Housing Choice Voucher Program authorized by 42 U.S.C. 1437f or any other local, state or federal rental housing assistance.



CITY OF OREGON CITY

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

Staff Report

To: Urban Renewal Commission
From: Tony Konkol, City Manager

Agenda Date: June 4, 2025

SUBJECT:

Item 3.b. - Development of Clackamette Cove

STAFF RECOMMENDATION:

Staff recommend the Urban Renewal Commission review the information and provide staff direction as appropriate.

EXECUTIVE SUMMARY:

The Urban Renewal Agency owns a significant amount of property surrounding the Cove and there have been multiple land use development approvals and amendments throughout the years. The Urban Renewal Commission requested the background of the proposed developments on the properties in order to inform any further discussions concerning the future vision or use of the properties.

BACKGROUND:

The proposed Cove development projects date back to a Concept Development Plan (CP 08-05) that was approved in 2008-2009. The last land use decision on the properties was a General Land Use Application (GLUA 18-40) in 2019 which included master plan amendments, detailed development plans, floodplain, subdivision, natural resource overlay district and geologic hazards overlay district permits to allow mass grading of the Cove Waterfront Apartments.

The last development proposal included 404 apartment units, 20 live-work units, approximately 11,000 square feet of retail/restaurant/office, the elimination of an approximately 50,000 square foot office building, north park land development, and the construction of an esplanade between the development site and the Cove. Included as attachments to this staff report is an excerpt from the January 25, 2019 Planning Commission staff report that includes the Conditions of approval, background of the property, a project description and amendments, the construction phasing plan, and the previous land use approvals associated with the properties. In addition, the vicinity map and facade renderings have been included.

The Urban Renewal Commission has also entered into several disposition and development agreements (DDA) with potential developers throughout the years, has spent funds on purchasing design and construction plans, and is currently in the process of evaluating the water quality of the Cove to determine if there are causes and/or remedies to limit any future blue/green algae blooms. There is a significant amount of information related to

facade renderings, site layouts, habitat restoration, grading and construction plans, DDA's, and land use approvals over the years that have not been included as attachments to this staff report due to the sheer volume of documents and information.

OPTIONS:

1. Provide staff direction as appropriate

BUDGET IMPACT:

Amount \$

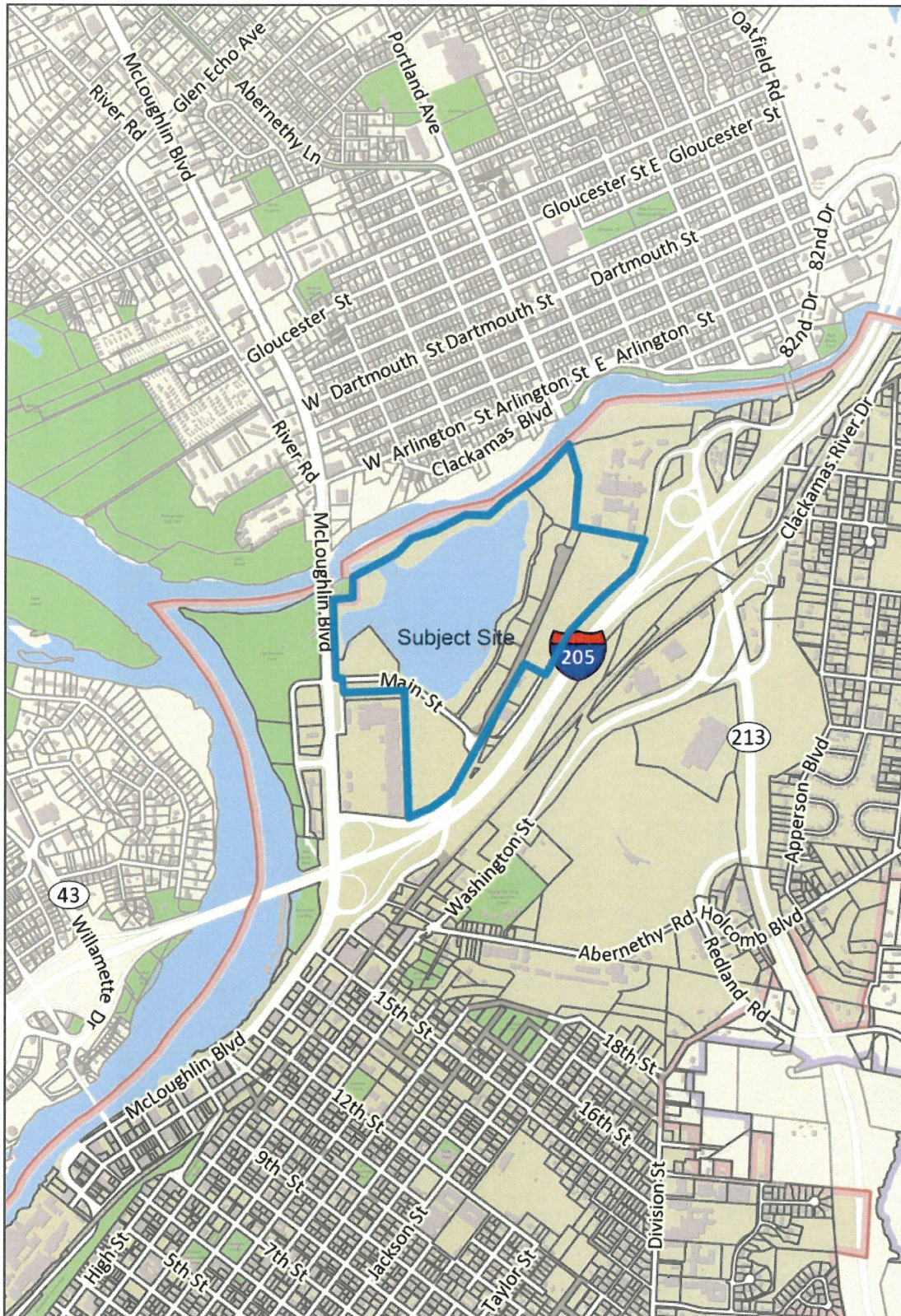
Fiscal Year(s):

Funding Source(s):

Figure 1: Site Aerial



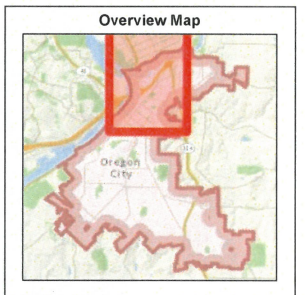
Figure 2: Vicinity Map



Legend

- Taxlots
- Taxlots (Outside UGB)
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



0 Feet
1: 17,482

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orcity.org



Map created 10/12/2015



Residences at the Cove

Exhibit O Package

SHAPIRO / DIDWAY

Perspective View

Main and Agnes



SHAPIRO / DIDWAY

RESIDENCES AT THE COVE / EXHIBIT O / 10.16.2018 2

Perspective View

Main Street Building D



SHAPIRO / DIDWAY

RESIDENCES AT THE COVE / EXHIBIT O / 10.16.2018 3

Perspective View

Main Street Building D



SHAPIRO / DIDWAY

RESIDENCES AT THE COVE / EXHIBIT O / 10.16.2018 4

Perspective View

Main Street Building D



SHAPIRO / DIDWAY

RESIDENCES AT THE COVE / EXHIBIT O / 10.16.2018 5

Perspective View

Plaza / Esplanade



SHAPIRO / DIDWAY

RESIDENCES AT THE COVE / EXHIBIT O / 10.16.2018 6

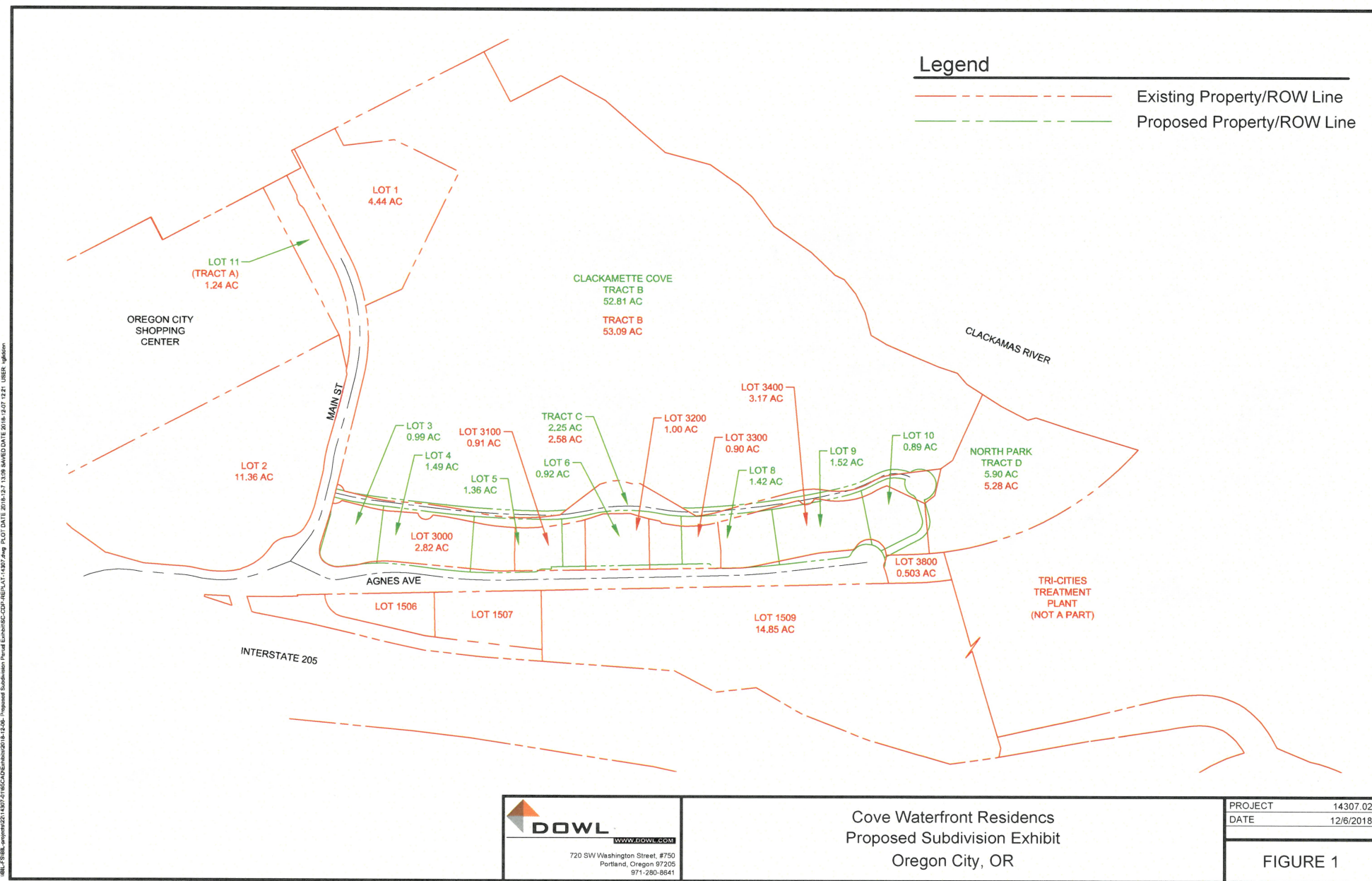
Perspective View

Amenity Deck / Esplanade

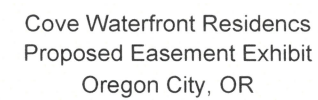
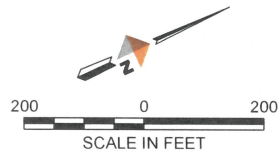


SHAPIRO / DIDWAY

RESIDENCES AT THE COVE / EXHIBIT O / 10.16.2018 7



	Reciprocal parking, access, and utility easement across Lots 3-6		Reciprocal access and utility easement across Lots 6 & 7		Private Storm Easement to benefit Lot 10 and Tract C
	Reciprocal parking, access, and utility easement across Lots 7-10		Parking, access, and waste storage easement granted to Lots 3-10		

FIGURE 1





TYPE III APPLICATION STAFF REPORT AND RECOMMENDATION

January 25, 2019

HEARING DATES: Planning Commission
January 28, 2019, 7:00 p.m.
City Commission Chambers, 625 Center St, Oregon City, OR 97045

FILE NUMBERS: GLUA-18-00040 (General Land Use Application)
GEO-18-0005 (Geologic Hazards)
FP-18-00001(Floodplain)
MAS-18-00005(Master Plan)
MAS-18-00006 (Master Plan)
SUB-18-00003(Subdivision)
NROD-18-00013 (Natural Resources Overlay District)

APPLICANT: The Cove LLC, Attn: David Mooney
1961 Collingwood St, #212, Vancouver, British Columbia V6R3K6

OWNERS: The Cove Apartments LLC, 4582 S Ulster Street Pkwy, Ste 1200, Denver, CO 80237
(2-2E-29 -02900)
Water Environment Services (WES), 150 Beaver Creek Rd, Oregon City, OR 97045 (2-2E-29 -01509)
Urban Renewal Agency of Oregon City, PO Box 3040, Oregon City, OR 97045 (10 parcels)

REPRESENTATIVE: DOWL, c/o Read Stapleton
720 SW Washington St, Ste. 750, Portland, OR 97205

REQUEST: Master Plan Amendments, Detailed Development Plan, Floodplain, Subdivision, Natural Resource Overlay District and a Geologic Hazards Overlay District Review to Permit Mass Grading of II of the Cove Waterfront Apartments, including early grading. Adjustments to specific architectural standards are requested. No buildings other than retaining walls are proposed at this time.

LOCATION: 16400 Main Street and No Address, Oregon City, Oregon 97045
Clackamas County Map 2-2E-29 TL 1509, 2800, 2900, 3000, 3100, 3200, 3300, 3400, 3500, 3600 and 3700 and Clackamas County Map 2-2E-20 TL 1100.

REVIEWERS: Pete Walter, AICP, Planner
Aleta Froman-Goodrich, PE, City Engineer
Josh Wheeler, PE, Public Works Development Projects Manager

RECOMMENDATION: Approval with Conditions.

PROCESS: Type III decisions involve the greatest amount of discretion and evaluation of subjective approval standards, yet are not required to be heard by the city commission, except upon appeal. Applications evaluated through this process include conditional use permits. The process for these land use decisions is controlled by ORS 197.763. Notice of the application and the planning commission hearing is published and mailed to the applicant, recognized neighborhood association and property owners within three hundred feet of the subject property. Notice must be issued at least twenty days pre-hearing, and the staff report must be available at least seven days pre-hearing. At the evidentiary hearing held before the planning commission, all issues are addressed. The decision of the planning commission is appealable to the city commission within fourteen days of the issuance of the final decision. The city commission hearing on appeal is on the record and no new evidence shall be allowed. Only those persons or a city-recognized neighborhood association who have participated either orally or in writing have standing to appeal the decision of the planning commission. Grounds for appeal are limited to those issues raised either orally or in writing before the close of the public record. A city-recognized neighborhood association requesting an appeal fee waiver pursuant to OCMC 17.50.290.C must officially approve the request through a vote of its general membership or board at a duly announced meeting prior to the filing of an appeal. The city commission decision on appeal from the planning commission is the city's final decision and is appealable to the Land Use Board of Appeals (LUBA) within twenty-one days of when it becomes final.

IF YOU HAVE ANY QUESTIONS ABOUT THIS APPLICATION, PLEASE CONTACT THE PLANNING DIVISION OFFICE AT (503) 722-3789.

FINAL CONDITIONS OF APPROVAL
(As amended by Planning Commission 01/28/2019)

GLUA-18-00040 (General Land Use Application)
GEO-18-0005 (Geologic Hazards)
FP-18-00001(Floodplain)
MAS-18-00005(Master Plan)
MAS-18-00006 (Master Plan)
SUB-18-00003(Subdivision)
NROD-18-00013 (Natural Resources Overlay District)

(P) = Verify that condition of approval has been met with the Planning Division.
(DS) = Verify that condition of approval has been met with the Development Services Division.
(B) = Verify that condition of approval has been met with the Building Division.
(F) = Verify that condition of approval has been met with Clackamas County fire Department #1.

Compliance with the following conditions shall be met prior to issuance of a Mass Grading Permit associated with the proposed development, unless otherwise noted:

1. All outstanding and applicable Conditions of Approval shall be met. (P)
2. Recommendations stated in the geotechnical report(s) shall be performed during the design and/or construction phases as applicable, and written certification by the geotechnical engineer-of-record shall be provided. (DS)
3. The applicant shall retain the services of a licensed professional engineer in the State of Oregon to prepare the geotechnical report, respond to comments, address those comments, and provide inspections at appropriate times during construction and provide field reports stating the conditions have been met. The Engineer shall observe all geologic conditions exposed during construction and document conditions that are consistent with the conditions assumed in the geotechnical report. If

- any conditions are different, the effect of those observations shall be evaluated and mitigation shall be provided as required. (DS)
4. The development shall comply with all current Oregon City Public Works standards, specifications, codes, and policies. (DS)
 5. The development's contractor(s) and engineer(s) shall attend a pre-construction meeting with Oregon City staff prior to beginning construction work associated with the project. (DS)
 6. The development shall comply with the current version of the Oregon City Stormwater and Grading Design Standards. (DS)
 7. The applicant shall obtain an Erosion and Sediment Control Permit from the City prior to beginning construction work associated with the project. (DS)
 8. Civil Engineering plans stamped and signed by a professional engineer in the State of Oregon shall be provided for review and approval that contain applicable grading, stormwater, and erosion control improvements conforming to all current Oregon City Public Works standards, specifications, codes, and policies. (DS)
 9. The applicant is responsible for compliance with the latest edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. (DS)
 10. The applicant is responsible for obtaining a 1200-C (NPDES) permit from Oregon Department of Environmental Quality (DEQ) prior to release of any permit from the City and prior to beginning construction work associated with the project. (DS)
 11. The applicant shall provide a Private Stormwater Maintenance Covenant and Access Easement and an Operations and Maintenance Plan for review for the sediment basins that may be recorded by the City with a fee provided by the applicant if it is determined the sediment basins will not be temporary. (DS)
 12. The construction plan/grading plan/stormwater report for "Phase 2 – Mass Grading" shall address drainage and shall demonstrate compliance with 17.49.155 for facilities within the NROD where applicable. (DS)
 13. The applicant shall provide supplemental design data with the public facilities construction plan submittal to address protection of the public infrastructure from flooding in accordance with 17.42.160.E.2 and 3.
 14. A Geotechnical Report stamped and signed by a professional engineer in the State of Oregon shall be provided for review and approval to fully address all applicable geologic hazards. An update of the existing report will be required. (DS)
 15. The mass grading is required to show no net fill, and instead shall show a balance of earthwork for the entire site. Cut will be required as stated in Exhibit G as part of the mass grading efforts prior to any improvements for lots 3-7 (DS & B)
 16. Grading and construction plans shall minimize cuts and fills in compliance with 17.44.060.C. Measures at a minimum shall include minimizing cut, terracing retaining walls, relocating retaining walls to reduce height, and altering of grade between the Cove and Clackamas River, to the maximum extent practicable. Applicant shall provide written justification when measures are deemed infeasible at time of construction plan submittal, and modifications to this condition shall be approved by the City Engineer. (DS)
 17. Grading plan shall include an engineer's design for all structural fill. Prior to issuance of each building permit, the geotechnical engineer-of-record shall provide written certification for each building pad, that structural fill was placed as designed and in accordance with provisions of OCMC Chapter 17.44. (DS)

18. Terraced retaining walls shall be provided if the vertical cut will be greater than seven feet. The terraced wall shall have a maximum face of five feet and a minimum vegetated width of 3 feet between terraces within the Geologic Hazards Overlay District. (DS)
19. The applicant's Geotechnical Engineer shall provide design calculations for any structural retaining wall that exceeds four feet in height as defined by the Oregon Structural Specialty Code or any other wall determined by the City or its consultant to require structural design. (DS)
20. Full-time monitoring and inspection and written daily reports by geotechnical engineer-of-record are required for all earthwork during construction. Weekly reports per NPDES permit regulations will be required outside of the May to October work period to ensure erosion control measures remain during the winter. (DS)
21. Grading, drainage improvements, and/or other land disturbances within the Geologic Hazards Overlay District shall be limited to between May 1 and October 31 or as otherwise approved by the City Engineer. The applicant's contractor shall submit a construction schedule which has been review and approved by the applicant's Geotechnical Engineer with regard to the viability of completing necessary project goals within the restricted time period. (DS)
22. The applicant shall submit appropriate documentation that verifies all requirements of City Code 17.44 have been met. (DS)
23. Cross sections shall be provided from property line to property line showing proposed structures, finished grade, existing grade, pavement and proposed walls reflecting the greatest cuts and fills expected onsite. (DS)
24. A Declaration of Covenant of Release and Indemnity for Geologic Hazards shall be provided to the City and shall be recorded by the City with a fee provided by the applicant. (DS)
25. The City will use a third party to review the Geotechnical Report, Design, and Calculations. The applicant will be charged all costs borne by the City due to the third party review. (DS)
26. Only one construction entrance will be allowed to the Phase 2 site. (DS)
27. Prior to issuance of a permit associated with the subsequent Detailed Development Plan, the applicant shall submit documentation identifying compliance with Chapter 17.42.160 of the Oregon City Municipal Code. A licensed engineer shall provide final calculations demonstrating a balance of the floodplain prior to issuance of a grading permit as well prior to issuance of a building permit for the first structure onsite. (B & DS)
28. Development Services engineering staff have reviewed the applicant's requests to slightly modify the street sections that will be proposed for the Agnes Avenue right-of-way and agrees in concept to the proposals described in this CDP application. The applicant shall comply with the applicable standards of Chapter 12.04 and respond to the requirements of section 12.04.007 – Modifications at the time a Detailed Development Plan application for the Phase II site improvements, street sections and buildings is submitted for approval. Any future approval for an updated Agnes Avenue street section will supersede any previously approved street sections. (DS)
29. Outdoor Lighting Plans. Prior to issuance of a permit associated with the subsequent Detailed Development Plan for the Phase II buildings, the applicant shall submit lighting plans, technical details and photometric evidence from a qualified lighting engineer that the proposed lighting levels will meet the intent of OCMC 17.62.065. All lighting on-site shall be designed such that lighting levels at exterior boundary of the Master Plan do not exceed 0.5 foot-candles. Lighting fixtures shall be directed completely away from the NROD area. Dark-sky compatible fixtures and or shields shall be used to minimize glare. The Community Development Director may review the submitted information at the time of building permit submittal. (P)
30. Gas utility meters placed on the front façade of buildings on Lots 3-10 shall be screened by landscaping and fully screened within 3 years of installation. (P)
31. All proposed adjustments are approved, provided the building design and landscaping is substantially similar to the proposed renderings with associated conditions. (P)

32. Prior to issuance of a grading permit associated with the proposed development the applicant shall submit a mitigation planting plan that complies with the standards in OCMC 17.49 and that compares removed trees with extents of proposed tree planting. (P)
33. Prior to issuance of a permit associated with the subsequent Detailed Development Plan development for the Phase II buildings, a lighting plan shall be submitted which complies with:
 - a. 17.49.100.H: Incandescent lights exceeding 200 watts (or other light types exceeding the brightness of a 200 watt incandescent light) shall be placed or shielded so that they do not shine directly into resource areas. (P)
 - b. The adjustment for lighting shall only be granted to the property boundaries on lots 3-10 and adjacent tracts. The lighting adjustment shall not apply to the Natural Resources Overlay District. (P)
34. Prior to final of a permit associated with the live/work units facing the north park, a landscaping plan shall be submitted which includes landscaping consisting of a shrub every 4 feet and groundcover between the live/work portion of the building and the north park. (P)
35. Prior to final plat, documentation shall be submitted demonstrating compliance with 17.49.160.B, including a demonstration that the vegetated corridor is within a tract or recorded easement which recognizes the NROD boundary, provisions of OCMC 17.49, and with an ownership structure in compliance with OCMC 17.49.160.B.2. (P)
36. Prior to final inspection of the NROD mitigation installation documentation shall be submitted demonstrating an easement or covenant in compliance with 17.49.180.G. (P)
37. Prior to issuance of a permit associated with the proposed development the applicant shall record easements that allow access to the NROD mitigation site for monitoring and maintenance for properties not owned by the applicant. (P)
38. NROD Monitoring Report. Prior to issuance of occupancy for the first building permit associated with the proposed development the applicant shall submit a five-year monitoring and maintenance plan with annual reports in a form approved by the director of community development. Monitoring of the mitigation sites is the on-going responsibility of the property owner, assign, or designee, who shall submit said annual report to the city's planning division, documenting plant survival rates of shrubs and trees on the mitigation site. Photographs shall accompany the report that indicate the progress of the mitigation. A minimum of eighty percent survival of trees and shrubs of those species planted is required at the end of the five-year maintenance and monitoring period. Any invasive species shall be removed and plants that die shall be replaced in kind. Bare spots and areas of invasive vegetation larger than ten square feet that remain at the end the five-year monitoring period shall be replanted or reseeded with native grasses and ground cover species. (P)
39. Prior to issuance of a permit associated with the proposed development the applicant shall submit a mitigation planting plan in compliance with the standards in OCMC 17.49. The plants shall be installed with the final of the mass grading permit or may be extended with the submittal of a subsequent final grading permit associated with a future Detailed Development Plan. If extended, all NROD plantings shall be installed prior to the first issuance of a temporary or permanent certificate of occupancy for the first building in Phase 2 (P)
40. Prior to final plat, the applicant shall provide a financial guarantee in compliance with 17.49.180.H. (P)
41. Prior to issuance of a permit associated with this development the applicant shall submit a construction timetable per 17.49. (P)
42. The Lot 1 temporary trailhead parking shall be removed or upgraded to comply with the applicable standards prior to expiration of the Master Plan. (P)
43. Prior to final of the mass grading permit, the applicant shall submit a landscaping plan and install landscaping between the temporary parking lot on lot 1 and the street with native ground cover and a shrub every 4 feet and regrade the parking lot resulting in an even surface. (P)

44. The applicant shall provide a temporary hard surfaced bicycle and pedestrian trail connection during the development of the site to ensure that access to, and connectivity along, the Clackamas Trail is maintained during construction. (P)
45. The Planning Commission strongly encourages the applicant to utilize native species for all planting between the Phase 2 buildings and the Cove water body. (P)

I. BACKGROUND

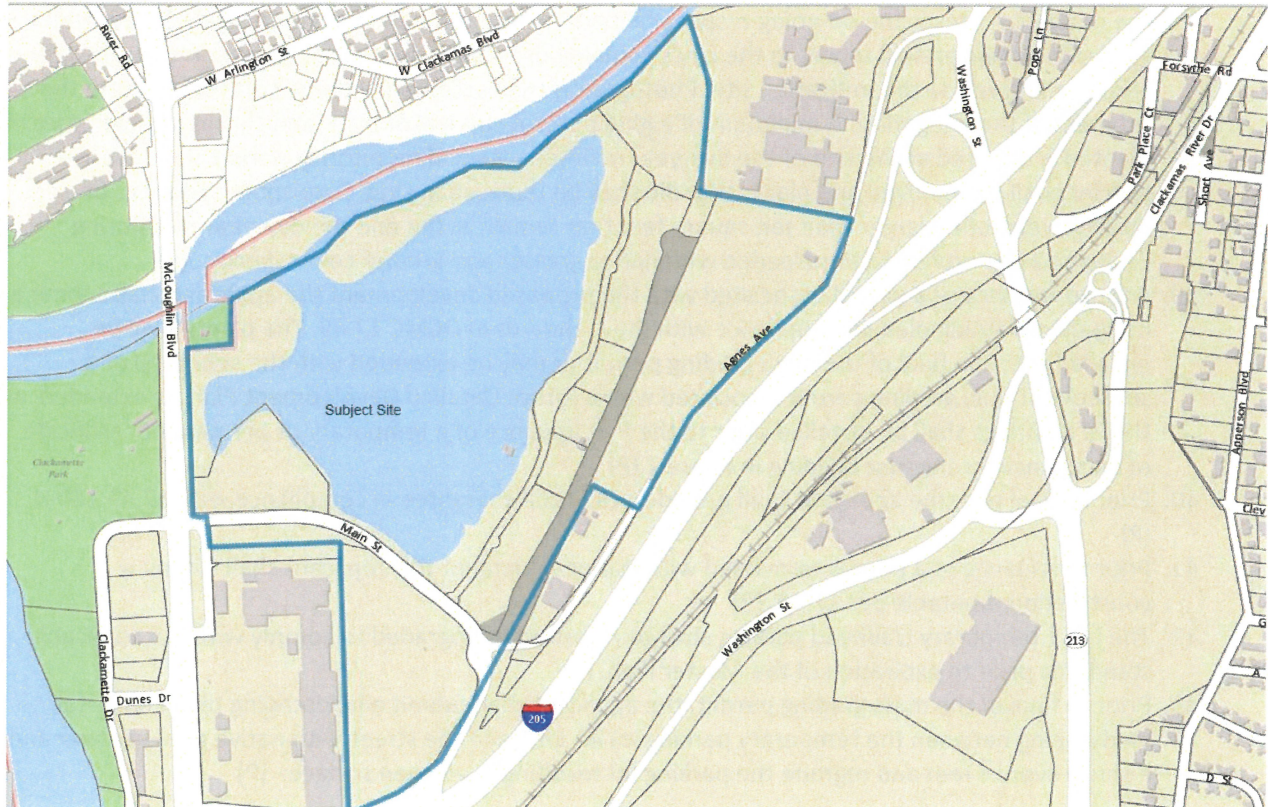
Existing Conditions

A. Site Description

The Cove development includes land generally adjacent to the Clackamette Cove generally near the intersection of Main Street and McLoughlin Boulevard. During the original approval of the Cove Master Plan in 2008, the subject site was entirely owned by the Urban Renewal Agency of Oregon City. In 2009, the Master Plan was expanded to include a portion of the WES property. The last Master Plan amendment in 2015 approved the development of 244 multi-family dwellings on Lot 2.

Construction of Phase 1 is predominantly complete. On Lot 2, 244 garden apartments are being built. A temporary trailhead parking lot is located on Lot 3, which can be accessed by the newly constructed portion of Main Street including the roundabout. On Lot 11 (Tract A), a grading and a sidewalk extension to Firestone Alley has been provided with Phase 1 construction. Tract B has been excavated with some habitat improvements. This includes the excavation of the North Beach and an enlarged storm sewer outfall. Phase 1 improvements to Tract D includes excavation, grading, and NROD mitigation. Existing conditions are shown on Sheet C0.1 of the CDP plan set included in the Application as Exhibit B.1.

Figure 1. Vicinity Map



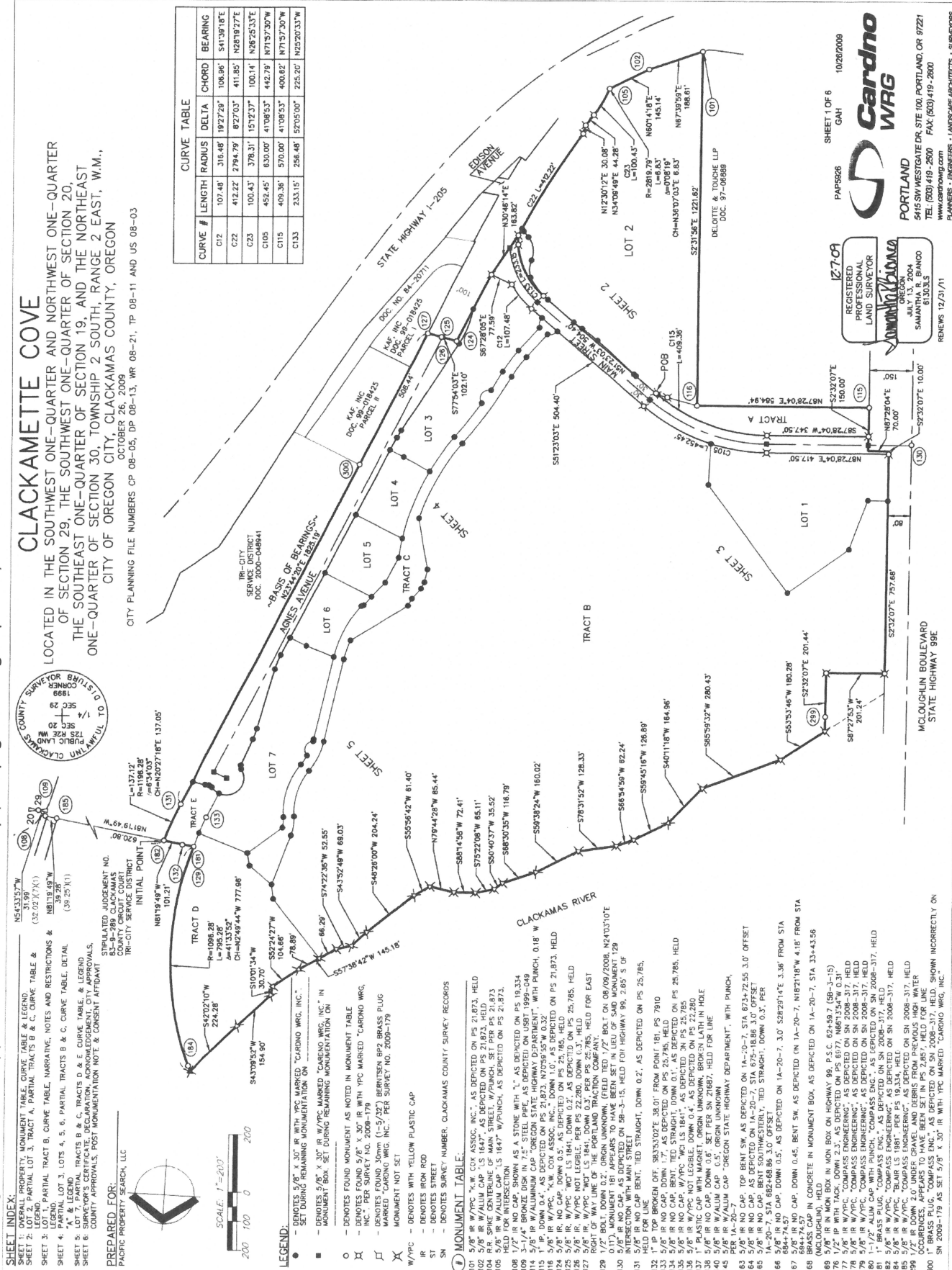
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Figure 3. Property Details

Map and Tax Lot	Acres	Zoning	Comprehensive Plan
22E29 01509	14.4	General Industrial	General Industrial (GI)
22E29 02800	4.45	Mixed Use Downtown	Mixed Use District (MUD)
22E29 02900	11.4	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03000	2.82	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03100	0.92	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03200	1.0	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03300	0.90	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03400	3.16	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03500	1.33	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03600	52.8	Mixed Use Downtown	Mixed Use District (MUD)
22E29 03700	2.59	Mixed Use Downtown	Mixed Use District (MUD)
22E20 01100	5.27	Mixed Use Downtown	Mixed Use District (MUD)

Total Acres = approximately 101.21, which includes the surface area of the cove itself (Tax lot 22E29 03600).

Figure 4: Current Approved Subdivision Plat Map (first page showing all parcels)



B. Project Description

The proposed CDP Amendment includes changes to the master plan's building program, phasing of development, the cross section of Agnes Avenue, a detailed development plan of mass grading, and a preliminary plat. While a DDP for building architecture and site plan review will be submitted later, the applicant is requesting NROD permit, Floodplain Ordinance and Geologic Hazards Overlay reviews at this time. A more detailed summary of the requested changes is provided in the application materials.

Master Plan Amendments:

- **Phasing:** The phasing of the Master Plan has been amended as identified below and validity of the Master Plan is proposed to be extended 10 years for an overall time of 20 years from the original approval date.
- **Subdivision:** The lot lines are being altered and additional lots created. Significant changes include changes from lots 3-10 and changing Tract A to a lot.
- **Lots 3-7:** The use is amended from 195 units with two restaurants (total 3,250 square feet) and 8,712 square feet of office to eight structures with 404 apartment units, approximately 20 live-work units, and approximately 11,000 SF of retail, restaurant, or office space. Establish separate tax lots for each building so that Lots 3-7 become Lots 3-10.
- **Tract D:** Though the use of the north park is being retained, the stormwater facility, and parking lot will be expanded with park storage areas and the timing of the park improvements is amended.
- **Tract A:** The tract is proposed to be converted to a lot which will allow the exchange of ownership. Future uses include a variety of options ranging from parking, habitat, residential above parking, or commercial above parking.
- **Lot 1:** Elimination of a formerly planned 50,400 SF office building from Lot 1. Additionally, the temporary parking lot located on Lot 1 will remain beyond Installation of Phase 2. Future uses of the site range from parking, habitat, residential above parking, or commercial above parking.
- **Plaza:** The esplanade will remain as previously approved, providing pedestrian access from Main Street to Tract D along a 20-foot paved path. However, accent paving will enhance pedestrian access to the buildings, and a "festival plaza" will enhance pedestrian access for the public.
- **Grading of Cove Banks:** The grading plan has been amended to reduce the steepness of the slope on lots 3-10 and amend the grading on Lot 1.
- **Agnes Avenue Cross-Section Change**

The updated cross-sections are shown on the Typical Section sheet, Sheet C3.3 of the CDP Plan Set included in Exhibit B.1. The proposed sections with the CDP Amendment request are described below:

- **Agnes Avenue – South – Sidewalk both sides:** The proposed right-of-way varies along this section. The section includes two (2) 6-10-foot sidewalks, two (2) curb and planter strips, a 5- 8.5-foot curb and planter strip on the west side of the street, and a 5-9-foot curb and planter strip on the east side of the street, two (2) travel lanes, a 11-32-foot travel lane on the west side of the street and a 11-28-foot travel lane on the east side of the street, and one (1) 6-foot bike lane on the east side.
- **Locations for storm sewer, sanitary sewer, water, phone, power, cable, and gas utilities are identified.** The landscape areas shall not exceed a 5:1 slope in the public utility easement, and a 3:1 slope everywhere else. The public utility easement will be 5-feet wide, with extensions in limited areas for utility vaults. The bike lane will not be present where a 10-foot east side sidewalk is provided.
- **Agnes Avenue – North – No east sidewalk:** The proposed right-of-way varies along this section. The section includes one (1) 6.5-foot curb and sidewalk on the west side, one (1) 8-foot parallel parking area on the west side, two (2) 11-foot travel lanes, one (1) 6-foot bike lane on the east side, and one (1) 12.5-foot curb and planter swale on the east side with an adjacent landscaping strip of varied widths.
- **Locations for storm sewer, sanitary sewer, water, phone, power, cable, and gas utilities are identified.** The landscape areas shall not exceed a 5:1 slope in the public utility easement, and a 3:1 slope everywhere else. The public utility easement will be 5-feet wide, with limited extensions for utility vaults.
- **Agnes Avenue – Central – Double parking:** The proposed right-of-way for this section is 80.5- feet. The section includes two (2) sidewalks – a 9.5-foot curb and sidewalk with tree wells on the west side and a 6.50-foot sidewalk on the east side, one (1) 19.5-foot area of 60-degree angled parking on the west side, one (1) 8-foot area of parallel parking on the east side, two (2) travel lanes – a 14-foot travel lane on the west side and a 11-foot travel lane on the east side, one (1) 6-foot travel bike lane on the east side, and one (1) 6-foot landscaping strip on the east side.

- The location of storm sewer, sanitary sewer, and water utilities are identified. One (1) 5-foot franchise utility zone is located on the west side of the street. Angled parking allows for 1.7-feet of overhang depth. Landscaped areas will not exceed 3:1 slopes.
- Agnes Avenue – Central – Rain Garden: This section is identical to the Central – Double parking section above, except that the 8-foot parallel parking area and 6.5-foot sidewalk on the east side are replaced by an 8.5-foot curb and rain garden and a 6-foot sidewalk.
- **Agnes Extension.** The Agnes Avenue extension through the WES property has been removed and replaced by a temporary emergency access easement from the cul-de-sac at the north end of Agnes Avenue through Tract E to connect to the existing internal roadway at the sewer plant.
- **WES Property.** Parking on the WES property, previously proposed with 322 spaces during Phase 3, has been removed. On-street parking along Agnes Avenue is now proposed.
- Amended conditions of approval as discussed in this narrative
- **Shoreline Enhancement Activities.** As noted above and in the floodplain memo included under Exhibit H, The Cove waterfront residences project is required to balance the impacts created on the floodplain storage. In order to offset the large fill volume that is placed in the area of Lots 3-7, excavation will occur on the Lot 1, Tract D, and Esplanade sites. These three sites together will be able to provide enough floodplain capacity to offset the amount of floodplain impact caused by the Waterfront Residences and Agnes Ave construction, and provide an additional floodplain surplus capacity of approximately 6,750 CY.
- **Adjustments**

1. 17.54.100.A(1) Generally. Fence, hedge, or wall. Two approximately 9-foot retaining walls are proposed within 40 feet of Main Street and in front of Building D, exceeding the maximum height of 42". A 10-foot retaining wall is proposed between the Building A buildings and the esplanade exceeding the maximum height of 8.5'.
2. 17.54.105.A(1) - Live/work units. Live/work units in Buildings D provide 43-feet of linear glazing on a 93-foot long façade, which constitutes 46% transparency, less than the minimum of 50%.
3. 17.62.050.A(2)(a) – Vehicular Access and Connectivity. A parking lot is proposed to be located between the buildings in phase 2 and the street.
4. 17.62.050.A(2)(e) – Vehicular Access and Connectivity. The proposal includes multiple driveways to Agnes Avenue, in excess of one per frontage.

5. 17.62.050.A(9)(a) – As the parking lots are located between the street and the building, the proposal would include a pedestrian connection connecting the two which crosses a drive aisle which do not provide a direct pedestrian connection.
 6. 17.62.050.A(20)(b) – Screening of Mechanical Equipment. Placement of natural gas meters on the street-facing façade of the waterfront residences facing Agnes Avenue.
 7. 17.62.055.H(2) – Minimum Wall Articulation. Alterations to the design standards for the Building A buildings.
 8. 17.62.057.F(1) – Pedestrian Circulation. As the parking lots are located between the street and the building, the proposal would include a pedestrian connection connecting the two which crosses a drive aisle which do not provide a direct pedestrian connection.
 9. 17.62.057.G – Architectural and Material Standards. The facades of all the buildings do not have the depth of modulation required.
 10. 17.62.057.I – Diversity of Unit Types. The mix of units proposed does not comply with the 10% minimum standard per type.
 11. 17.62.057.L(2) – Window Design. The window trim size and recess/projection does not comply with the standard.
 12. 17.62.065.D - General Outdoor Lighting Standard and Glare Prohibition. The maximum lighting levels would exceed the master plan.
 13. 17.52.030 and 17.52.060 - Allow continuation of a temporary gravel parking lot that does not comply with the parking lot standards or landscaping standards.
 14. 17.52.060.D – Interior parking lot landscaping is proposed to not occur in the lower level of the parking garage and on the temporary parking on lot
 15. 17.54.100.B Generally. Fence, hedge, or wall. 10-foot tall retaining walls extend from the wings of Buildings B and C and are separate from the building walls exceeding the maximum height of 8.5’.
- **Grading.** The proposed Detail Development Plan for associated mass grading includes a final design of the grading onsite. Note that modifications to the grading plan may be approved through a subsequent type II process.

Figure 5. Proposed Preliminary Subdivision Replat

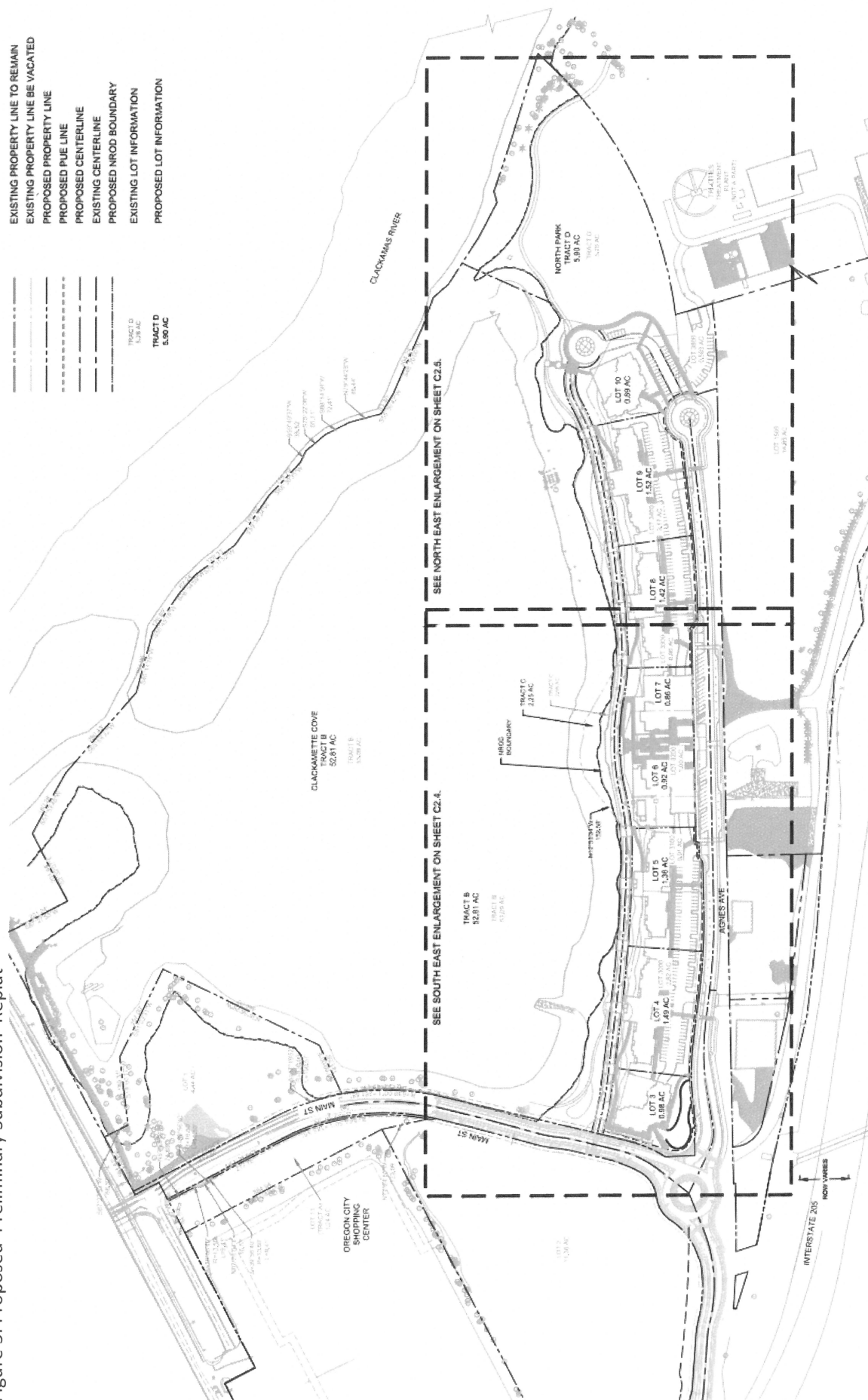
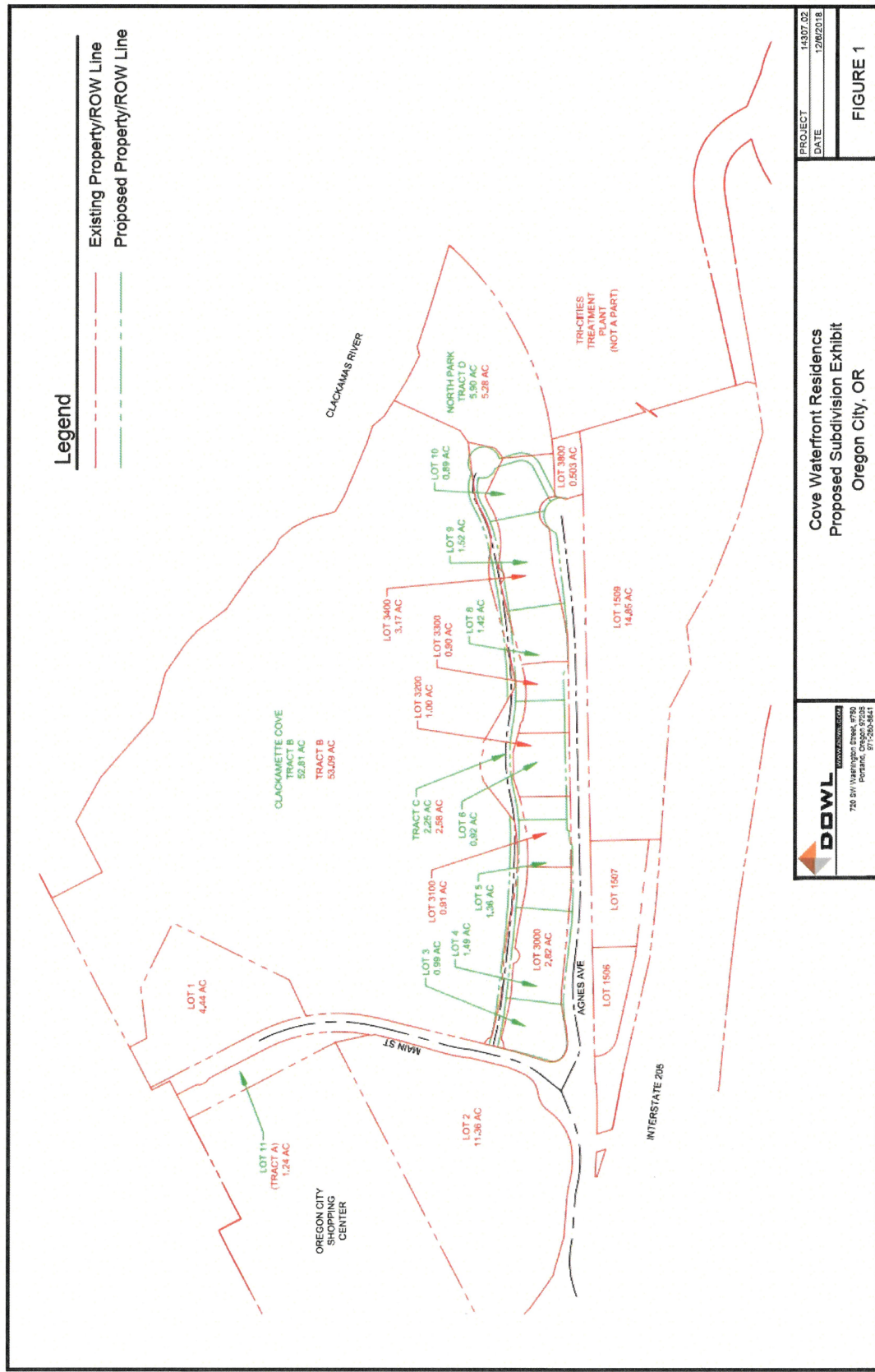


Figure 6. Proposed Preliminary Subdivision Comparison of Existing Plat to Replat



C. PHASING

According to the applicant the proposed project will be phased according to the schedule noted below. It should be noted that this schedule is an estimate and actual initiation and completion of improvements may vary, but all improvements are anticipated within the 10-year approval window of the CDP.

Phase 1: Cove Garden Apartments - (currently under construction)

Main Street ROW: Construction of a portion of Main Street including the roundabout. Lot 1: Excavation and Grading

- Excavation to balance Phase 1 cut and fill in floodplain.
- Temporary Trailhead parking

Lot 2: 244 Garden Apartments and 6,500 sq. ft. office/commercial

Lot 3: Temporary trail head parking

Lot 11 (Tract A): Grading and sidewalk extension to Firestone Alley Tract B: Excavation and habitat Improvements.

- North Beach excavation
- Enlarged Storm Sewer outfall

Tract D: Excavation, Grading and NROD mitigation.

Phase 2A: Cove Waterfront

Agnes Avenue ROW: Construct Agnes Avenue

- From Main Street Roundabout to Cul-De-Sac at the WES property located at the northeast corner of the master plan area.
- Complete prior to first Phase 2 Certificate of Occupancy

Emergency Egress: Construct temporary access across WES property

- Construct a temporary emergency vehicular and pedestrian connection from the cul-de-sac at north end of Agnes Avenue through Tract E to connect to the existing internal roadway at the sewer plant, and other revisions to the security gate connection to the end of Agnes Avenue east of the sewer plant.
- 20-foot wide paved temporary road over compacted landfill site; address storm water treatment and capacity.
- Loop waterline connection through WES property not affected by landfill.
- Complete prior to first Phase 2 Certificate of Occupancy

Lot 1: Excavation, grading, and habitat improvements

- Improvements to the temporary trailhead parking lot that meet city standards, unless deferred to Phase 2B.
- Complete prior to first Phase 2 Certificate of Occupancy, unless deferred.
- Excavation to balance cut and fill in floodplain. (If Required)
- NROD habitat enhancement (If required)

Lots 3, 4, 5, 6, 7: Five buildings

- Approximately 240 apartment units and live-work units.
- Commercial and retail space with possible restaurants.
- The five lots will be re-platted into eight lots.

Tract A: Excavation, grading, and trailhead improvements

- Improvements to the temporary trailhead parking lot that meet city standards, unless provided on Lot 1 or deferred to Phase 2B.
- Grading for floodplain balance (if required)

Tract B: Excavation and habitat Improvements

- All work is limited to the area above the Ordinary High Water line.
- Excavation at the future North Beach.
- Reduce slope at over-steepened bank between the Cove and the esplanade.

- Landscaping and habitat enhancement between the cove and esplanade consistent with NROD requirements.
- Excavation at the future South Beach
- NROD habitat improvements at peninsula.
- Complete prior to first Phase 2 Certificate of Occupancy.

Tract C: Esplanade construction

- Complete prior to first Phase 2 Certificate of Occupancy.

Tract D: Excavation, grading and NROD enhancement and/or mitigation, and Public Parking

- Expand LIDA treatment facility.
- Possible NROD habitat enhancement and/or mitigation.
- North Park parking lot drive aisles for emergency access connectivity
- Complete prior to final Phase 2 certificate of occupancy.
- Easement to the Cove, LLC property.
- Trash enclosure with easement for use by Lots 3-10

Phase 2B: Cove Waterfront

Lots 3, 4, 5, 6, and 7: Three buildings

- Approximately 164 apartment units and live-work units. Tract D: Construct North Park parking stalls with approximately 39-48 spaces

Phase 3: Water Quality and Habitat Improvement Project

The City and the Cove, LLC are working together to explore a water quality and habitat improvement plan for the Cove evidenced by the technical memo prepared by Cascade Environmental Group included in Exhibit K. This CDP anticipates these improvements in concept and for development phasing purposes only. These elements are not a part of this permit request, and development-specific permit requests will be filed for these elements by others after the specific improvement plan is determined. The Water Quality and Habitat Improvement project may include some combination of the following elements.

Lot 1: Possible Excavation and Grading, and Habitat Improvements

Tract B: Excavation and Water Quality and Habitat Improvements

- Dredging and/or other water quality improvements.
- Create NRDA habitat for mitigation bank.
- Possible NROD enhancement or mitigation.
- North Beach sand and recreation improvements.
- South Beach sand and recreation improvements.
- South Beach natural play area.

Clackamas River

- Construct facilities to enhance water flow into the cove.
- Possible additional dredging and other work in the Clackamas River.

Phase 4: Lot 1 and Lot 11 (Tract A) Development

Development of Phase 4 is expected to include a combination of the following uses:

Lot 1: New building(s), parking, and/or habitat improvements

- Possible residential structures on top of the parking structure.
- Possible commercial structures on top of the parking structure.
- Possible 2 story Parking Garage
- Possible NRDA Habitat for mitigation bank
- Possible NROD Habitat Enhancement or Mitigation
- Possible surface parking lot - public and private Parking.
- Trailhead parking (unless trailhead parking is provided on Lot 11 (Tract A))

- Coordinate with Phase 3 development
 - Completion of approximately 450-lineal feet of Main Street along the Lot 1 frontage
- Lot 11 (Tract A): New building(s), parking, and/or habitat Improvements
- Possible residential structures on top of the parking structure.
 - Possible commercial structures on top of the parking structure.
 - Possible 2 story parking garage - public and private parking.
 - Possible NRDA habitat for mitigation bank
 - Possible NROD habitat enhancement or mitigation
 - Possible surface parking lot - public and private parking.

Phase 5: Swimming Docks and Water Sports Center (99-year submerge ground lease)

It is anticipated that Phase 5 could include some combination of the following uses: Tract B: Water Sport Center and Docks, including:

- Additional excavation and placement of sand at North Beach.
- Access walkways and stairs at North Beach
- Additional excavation and placement of sand at South Beach.
- Access walkways and stairs at North Beach
- Swimming Dock
- Boating Dock
- Water Sports Center

2018 Proposed Phasing Plan	2015 Approved Phasing Plan
No changes are proposed to Phase 1	Phase 1
	Infrastructure: • Main Street: Lot 2 frontage street improvements • Agnes (Temporary connection to temporary parking lot) • Roundabout construction at Agnes and Main Street
	Lot 1: • Approximately 4,000 cubic yards of cut transferred to Garden Apartment site.
	Lot 2: • 244 Garden Apartments, ancillary parking structures and clubhouse • 5,500 SF General Office (not medical or dental office) • 1,000 SF Deli/Coffee Shop
	Lot 3: • Temporary trailhead parking lot
	Tract B: • Phase 1 NROD Mitigation
	Tract D: • North Park excavation

Phase 2A	Phase 2
Infrastructure: • Agnes Avenue ROW: Construct Agnes Avenue ◦ From Main Street Roundabout to Cul-De-Sac at the Tri-Cities property located at the northeast corner of the master plan area. ◦ Complete prior to first Phase 2 Certificate of Occupancy	Infrastructure: • Agnes fully improved through the Cove site • Esplanade & Tract C in front of 195 waterfront units • Approximately 350-lineal feet of Main Street from Lot 2 improvements to the east end of the permanent trailhead parking • Agnes Avenue Extension
Tri-Cities Property: • Emergency Egress: Construct temporary access across Tri-Cities property ◦ Construct a temporary emergency vehicular and pedestrian connection from the cul-de-sac at north end of Agnes Avenue through Tract E to connect to the existing internal roadway at the sewer plant, and other revisions to the security gate connection to the end of Agnes Avenue east of the sewer plant. ◦ 20-foot wide paved temporary road over compacted landfill site; address storm water treatment and capacity. ◦ Loop waterline connection through WES property not affected by landfill. Complete prior to first Phase 2 Certificate of Occupancy	

Lot 1: Excavation, grading, and habitat improvements - Improvements to the temporary trailhead parking lot that meet city standards, unless deferred to Phase 2B. - Complete prior to first Phase 2 Certificate of Occupancy, unless deferred - Excavation to balance cut and fill in floodplain. (If Required) - NROD habitat enhancement (If required)	Lot 1: Phase 2 NROD Mitigation Plantings
Lots 3, 4, 5, 6, 7, 8, 9, 10: Five buildings - Approximately 240 apartment units and live-work units. - Commercial and retail space with possible restaurants - The five lots will be re-platted into eight lots.	Lots 3, 4, 5, 6, 7: Five buildings 195 waterfront units for lease (2) High turnover restaurants (Total 3,250 SF) 8,712 SF General Office (not medical or dental office) 5.28 acres of park
Tract A: Excavation, grading, and trailhead improvements - Improvements to the temporary trailhead parking lot that meet city standards, unless provided on Lot 1 or deferred to Phase 2B. - Grading for floodplain balance (if required)	

Tract B: Excavation and habitat Improvements¹ - All work is limited to the area above the Ordinary High Water line. - Excavation at the future North Beach. - Reduce slope at over-steepened bank between the Cove and the esplanade. - Landscaping and habitat enhancement between the cove and esplanade consistent with NROD requirements. - Excavation at the future South Beach - NROD habitat improvements at peninsula. - Complete prior to first Phase 2 Certificate of Occupancy.	
Tract C: Esplanade construction Complete prior to first Phase 2 Certificate of Occupancy.	
Tract D: Excavation, grading and NROD enhancement and/or mitigation, and Public Parking - Expand LIDA treatment facility. - Possible NROD habitat enhancement and/or mitigation. - North Park parking lot drive aisles for emergency access connectivity - Complete prior to final Phase 2 certificate of occupancy. - Easement to the Cove, LLC property. - Trash enclosure with easement for use by Lots 3-10	Tract D: Final improvements at North Park
Phase 2B	
Lots 3, 4, 5, 6, and 7: Three buildings Approximately 164 apartment units and live-work units.	
Tract D: Construct North Park parking stalls with approximately 39-48 spaces	

Phase 3	
Lot 1: Possible Excavation and Grading, and Habitat Improvements	
Tract B: Excavation and Water Quality and Habitat Improvements - Dredging and/or other water quality improvements. - Create NRDA habitat for mitigation bank. - Possible NROD enhancement or mitigation. - North Beach sand and recreation improvements. - South Beach sand and recreation improvements. - South Beach natural play area.	
Clackamas River: - Construct facilities to enhance water flow into the cove. - Possible additional dredging and other work in the Clackamas River.	
	Tri-City Property Parking Lot —272 spaces with 50 public spaces
	Lot 5: 70,000 SF Office (2) High turnover restaurants (Total 2,700 SF)

Phase 4	
Lot 1: New building(s), parking, and/or habitat improvements - Possible residential structures on top of the parking structure. - Possible commercial structures on top of the parking structure. - Possible 2 story Parking Garage - Possible NRDA Habitat for mitigation bank - Possible NROD Habitat Enhancement or Mitigation - Possible surface parking lot - public and private Parking. - Trailhead parking (unless trailhead parking is provided on Lot 11 (Tract A)) - Coordinate with Phase 3 development	Lot 1: 50,400 SF Mixed Use Office on Lot 1 (will allow for medical-dental office) 4,000 SF "Quality" restaurant 4,000 SF "Quality" restaurant
Lot 11 (Tract A): New building(s), parking, and/or habitat Improvements - Possible residential structures on top of the parking structure. - Possible commercial structures on top of the parking structure. - Possible 2 story parking garage - public and private parking. - Possible NRDA habitat for mitigation bank - Possible NROD habitat enhancement or mitigation - Possible surface parking lot - public and private parking.	
Infrastructure: Completion of approximately 450-lineal feet of Main Street along the Lot 1 frontage	Infrastructure: Completion of approximately 450-lineal feet of Main Street along the Lot 1 frontage

Phase 5	
Tract B: • Additional excavation and placement of sand at North Beach. • Access walkways and stairs at North Beach • Additional excavation and placement of sand at South Beach. • Access walkways and stairs at North Beach • Swimming Dock • Boating Dock • Water Sports Center	Tract B: • Two Marinas (One public, one private) with combined total of 150 slips • Outdoor water sports center, seasonal use.
	Lot 1 • Installation of a transient moorage dock

D. Previous Land Use Approvals (See application narrative, Page 19)

A history of all previous land use approvals for the site is included in the application as Attachment A.

Permi	Associated Authorization	Permit
Concept Development Plan (CP 08-05)	OCMC Chapter 17.65 – Master Plans OCMC Section 17.42.170 - Floodplain Management Overlay District OCMC Standard 17.62.050.A(11) – Tree Protection OCMC Chapter 17.62 – Site Plan and Design Review OCMC Chapter 16.12 – Minimum Improvement and Design Standards for Land Divisions	Valid
Detailed Development Plan for Phases 1 and 2 (DP 08-13)	OCMC Chapter 17.65 – Master Plans OCMC Chapter 17.34 OCMC Chapter 17.52 – Off Street Parking and Loading OCMC Chapter 17.62 – Site Plan and Design Review	Expired
Water Quality Resource Area Overlay District Permit (WR 08-21)	OCMC Chapter 17.49 – Water Quality Resource Overlay District	Valid
Subdivision Plat (TP 08-11)	OCMC 16.08 – Subdivisions – Process and Standards	Recorded
Geologic Hazards Permit (US 08-03)	OCMC Chapter 17.44 – US Geologic Hazards	Expired
Concept Development Plan Amendment (CP 09- 02)	Chapter 17.34 – Mixed Use Downtown Chapter 17.42 - Flood Management Overlay District Chapter 17.62 Section 17.65.050 – Concept Development Plan	Valid
Detailed Development Plan Amendment (DP 09- 01)	Section 17.65.060 – Detailed Development Plan Chapter 17.52 – Off Street Parking and Loading Chapter 17.62 – Site Plan and Design Review	Expired
Concept Development Plan Amendment (CP 15-01)	Chapter 17.34 – Mixed Use Downtown Chapter 17.42 - Flood Management Overlay District Chapter 17.62 Section 17.65.050 – Concept Development Plan	Valid

Detailed Development Plan (DP 15-01)	Section 17.65.060 – Detailed Development Plan Chapter 17.52 – Off Street Parking and Loading Chapter 17.62 – Site Plan and Design Review	Under Construction
Natural Resource Overlay District Review (15-05)	Chapter 17.49 – Natural Resource Overlay District	Under Construction
Geological Hazards Overlay District Review (US 15-06)	OCMC Chapter 17.44 – US Geologic Hazards	Under Construction

E. Conditions of Previous Approvals (See application narrative, Pages 23 through 46)

Pages 23 through 46 of the applicant's narrative detail the various Conditions of Approval that have been attached to the various master plan amendments since 2008 to present, and what the status of each of those conditions of approval is currently.

Land Use Approval History

There have been multiple master plan amendments and detailed development plan approvals for the subject property, which are attached to the application as Attachment A.

F. Existing Master Plan

2015 Concept Master Plan Amendment (CP 15-01)

The most recent Cove Master Plan identifies the framework for how properties within the boundaries of the development will redevelop over time. The plan identifies the type of uses, general locations of buildings, timeframe for construction and street improvements. In addition, the plan includes a public trail between the water and the structures along the Cove, a public park, a dock adjacent to the mixed use building, a marina, a canoe and kayak dock. CP 15-01 proposed to:

1. Increase the number of dwelling units to 244 on Lot 2 and increase the number of dwelling units on Lots 3-7 to 195.
2. Construct a temporary trailhead parking lot during Phase 1.
3. Allow a permanent trailhead parking lot.
4. Amend the Main Street design to include a roundabout.
5. Amend the Agnes Avenue design and extension.
6. See allowance for project modifications from specific design standards in the code.
7. Update the phasing plan for street improvements.

2015 Detailed Development Plan (DP 15-01)

With CP 15-01, the DDP was amended to reflect the following for Phase 1 construction:

1. Construct 244 multi-family units on Lot 2 within 11 buildings, a clubhouse, garages and other accessory structures, approximately 5,500 square feet (SF) of office space and approximately 1,000 SF of ground floor commercial space.
2. Excavate approximately 87,710 cubic yards of soil from Tract D and approximately 3,819 cubic yards from Lot 1. The excavation required temporary displacement of the Clackamas River Trail. An 8-foot temporary asphalt trail and a 20-foot replacement was approved on each side of the center of Lot 5 for 200 feet.
3. Construct a temporary Clackamas River Trail trailhead parking lot north of the roundabout. A gravel surface will be used except for ADA accessible pathways.
4. Roadway improvements including the construction of Main Street, mostly along Lot 2, a roundabout at the intersection of Main Street and Agnes Avenue, and a temporary connection to the temporary trailhead.

2015 National Resources Overlay District Review (NR 15-05)

An NROD permit was required because activities were proposed within both the 50-foot NROD setback from the Cove and within a wetland setback at the northwest corner of the Phase 1 site. A report was completed by Pacific Habitat Services and deemed compliant with OCMC 17.49 by the City.

2015 Geologic Hazards Overlay District Review (US 15-06)

Included in the 2015 application package was a request for review under OCMC 17.44, US – Geologic Hazards. Site conditions that triggered this review included steep slopes adjacent to the south and southeast bank of Clackamette Cove. The applicant provided a geotechnical report prepared by Apex Engineering and the city's review concluded that the project could be constructed in a manner consistent with OCMC 17.44.

Figure 6: 2015 Approved Master Plan

Phase	2015 Phasing Plan	Estimated Start Date
1	• 244 Multi-Family Garden Apartments with Ancillary Structures and a Clubhouse with 5,500 Square Feet of General Office and 1,000 Square Feet Deli/Coffee Shop (or an additional 1,000 Square Feet of Office) • Main Street Improvements along Lot 2 Frontage, temporary connection to Trailhead parking lot and roundabout at Main and Agnes • Temporary Trailhead Parking Lot on Lot 3 (Removed in Phase 2)	2015
2	• 195 Waterfront Units for Lease on Lots 3, 4, 6 and 7 • Two (2) High Turnover Restaurants (Total 3,250 Square Feet) Within the Waterfront Buildings • 8,712 Square Feet of General Office (Not Medical or Dental) Within the Waterfront Buildings • 5.28 Acres of Park • Final Improvements of Agnes Avenue Through the Site • Esplanade and Tract C Adjacent to 195 Waterfront units • Approx. 350 lineal feet of Main Street from Lot 2 to the East • Permeant Trailhead Parking on Tract A • Final Improvements at the North Park in Tract D	2016
3	• 70,000 Square Feet of Office on Lot 5 • Two (2) High Turnover Restaurants (Total 2,700 Square Feet) on Lot 5 • Parking Lot on WES Property (272 Spaces with 50 Public Spaces)	2016
4	• 50,400 Square Feet of Mixed Use Office on Lot 1 (Medical/Dental Allowed) • 4,000 Square feet Quality Restaurant • 4,000 Square feet Quality Restaurant • Approximately 450 feet of Main Street Adjacent to Lot 1	2017
5	In Water Marina / Water Sports Center • Two marinas (1 Public and 1 Private) with a Combined Total of 150 Slips • Outdoor Water Sports Center, Seasonal Use • Installation of a transit Moorage Dock on Lot 1	2017

G. Approved Adjustments to Development Standards

The applicant intends to utilize previously approved adjustments as provided in the application as Attachment B. Those previously-approved adjustments that are applicable to the Phase 2 waterfront residences include maximum setback, entryways, and raised ground floor standards as shown in the table below:

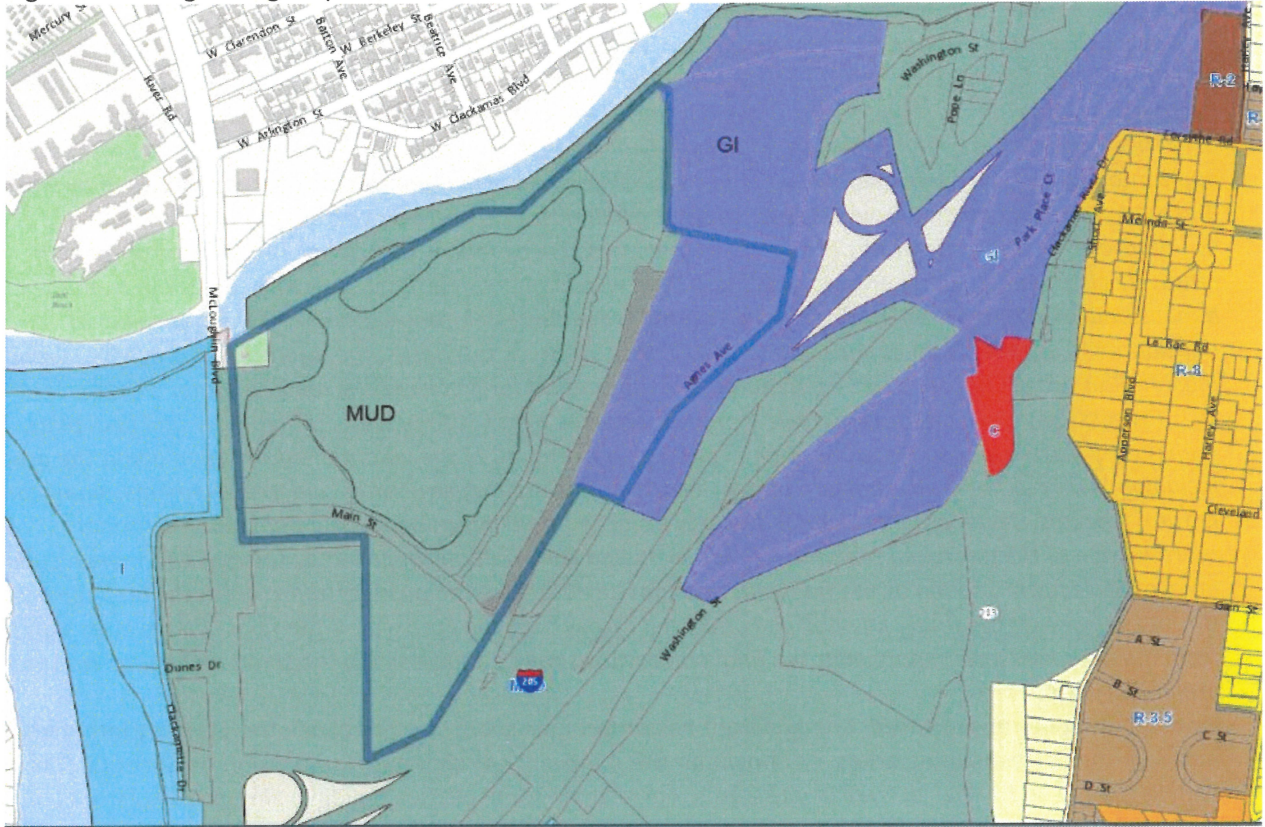
Previous Approval:	Applicable Code Standard:	Phase 2 Application:
<u>CP 08-05</u> No maximum setbacks shall apply to the Concept Development Plan boundary provided that actual development substantially conforms to the Concept Development Plan.	<u>Maximum Setback</u> 17.62.055.C(5) 17.62.055.D(1) 17.62.057.C 17.62.057.E	Similar to Phase 1, the Phase 2 waterfront residences will apply this approved adjustment, eliminating the required maximum setback standard.
<u>CP 08-05</u> 16.12.290.A – Building site – Setbacks and building location – All lots located on a neighborhood collector, collector or minor arterial should be oriented to front the street when practical. Corner lots may have a side yard facing the street.	<u>Entryways</u> 17.62.055.D(3)	Buildings A1 and A2 will apply this adjustment to front the public plaza opposed to the public street. It is not practicable to front the public street as the development is oriented toward the waterfront and pedestrian esplanade.
<u>CP 15-01</u> Reduce the minimum commercial first floor height from 14 feet to 12 feet for the office and restaurant uses in Buildings 3 and 5 on Lot 2.	<u>Raised Ground Floor</u> 17.62.057.J	The applicant will apply this approved adjustment to the residential portion of the live/work buildings in order to reduce the first floor height.

In addition to applying previously approved adjustments, the applicant is requesting adjustments to the following code standards, as discussed in the Project Description below. Locations of the requested adjustments and corresponding development standards can be found on the Proposed Adjustments Exhibit included in Exhibit M.

H. Zoning/Permitted Uses

The subject site is within the “MUD” Mixed Use Downtown District and the General Industrial District and abuts the same zoning designations.

Figure 7: Existing Zoning Map



I. Municipal Code Standards and Requirements

The following sections of the Oregon City Municipal Code are applicable to this land use approval:

- 13.12 Stormwater Management
- 12.04 Streets, Sidewalks, and Public Places
- 12.08 Public and Street Trees
- 15.48 Grading, Filling and Excavating
- 16.08 General Provisions and Administration of Land Divisions
- 16.12 Minimum Improvements and Design Standards for Land Divisions
- 17.34 Mixed Use Downtown District
- 17.41 Tree Protection
- 17.42 Flood Management Overlay District
- 17.44 Geologic Hazards Overlay District
- 17.49 Natural Resource Overlay District
- 17.50 Administration and Procedures
- 17.52 Off-Street Parking and Loading
- 17.62 Site Plan and Design Review
- 17.68 Master Plans
- 17.54 Supplemental Zoning Regulations and Exceptions

The City Code Book is available on-line at www.orcity.org.

II. ANALYSIS AND FINDINGS:

CHAPTER 16.08 - SUBDIVISIONS—PROCESS AND STANDARDS

16.08.010 - Purpose and general provisions.

A. *Applicability.* This chapter controls the process and approval standards applicable to subdivisions including Chapters 16.08, 12.04, 16.12, and 17.50 of the Oregon City Municipal Code as well as any other applicable chapters. A subdivision is defined as a single division of land into four or more lots within a calendar year.

B. *These applications shall generally follow a Type II process. However, if an applicant opts to process either application as an expedited land division, the city shall follow the decision-making process provided by state law and apply the applicable approval standards set forth in this code and elsewhere.*

C. *Purpose.* The purpose of this chapter is to provide a speedy review and decision-making process with relatively clear and objective criteria indicating little discretion, with little opportunity to deviate from the city's dimensional standards. If an applicant wishes greater flexibility in lotting pattern or layout, phasing of development, or relief from dimensional or public improvement standards, the appropriate procedure would be a master plan under Chapter 17.65 or an additional application for a variance(s) under Chapter 17.60.

D. *Process Overview.* Subdivision review process requires a two-step process: preliminary and final plats. The preliminary plat, reviewed through a Type II process, provides all of the essential information about the proposal, including layout, number and pattern of lots, location of all existing structures and improvements, significant natural features, development schedule and any other required information. The final plat is a formal reproduction of the approved preliminary plat, including all conditions imposed by the decision-maker, submitted in recordable form. So long as the final plat does not deviate from the product approved in the preliminary plat, the city's review of the final plat shall be conducted through a Type I process. If the final plat deviates significantly from the approved preliminary plat, the final plat review shall be processed in the same manner as was the preliminary plat.

Finding: Complies as proposed. The applicant has proposed a subdivision to divide the property into the following lots with the corresponding areas. As shown on the Applicant's Preliminary Subdivision on Sheet C2.3 of the CDP Plan Set, three additional lots will be created to correspond to respective buildings. Previously platted Lots 3-7 will be further divided into Lots 3-10 to accommodate the waterfront residence buildings. In addition, Tract A will be converted to a lot (Lot 11 (Tract A)), and internal lot lines will be adjusted to accommodate proposed changes to the Agnes Avenue section, the esplanade pathway, and the consolidation of Lot 3800 with Tract D. An exhibit of existing and proposed property lines is included in Exhibit P, with proposed easements in Exhibit R.

Lot	Area (ac)
Lot 1	4.44
Lot 2 (No change – developed)	11.36
Lot 3	0.98
Lot 4	1.49
Lot 5	1.36
Lot 6	0.92
Lot 7	0.86
Lot 8	1.42
Lot 9	1.52
Lot 10	0.89
Lot 11 (Tract A)	1.24
Tract B (Cove)	52.81
Tract C (NROD along shore)	2.25
Tract D (North Park)	5.9
Total	87.44



CITY OF OREGON CITY

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

Staff Report

To: Urban Renewal Commission **Agenda Date:** June 4, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 3.c. - 922 Main Street (10th and Main)

STAFF RECOMMENDATION:

Staff request that the Urban Renewal Commission (“URC”) review the updated information and provide directions on how to proceed.

EXECUTIVE SUMMARY:

On May 21, 2025, the URC discussed several Urban Renewal Agency-owned properties. Staff were directed to return with information on a variety of Urban Renewal Properties with a focus on 922 Main Street (10th and Main Street).

BACKGROUND:

On May 21, 2025, the URC discussed several Urban Renewal Agency-owned properties and directed staff to return with a history on a variety of Urban Renewal Properties with a focus on 922 Main Street (10th and Main Street).

On July 21, 2017, a Purchase and Sale Agreement (PSA) was established between the Urban Renewal Commission and Willamette Stone Partners, LLC. The PSA was amended four times, resulting in the developer proposing to change the scope of the project to include parking, a craft brewery, and tasting room on the first floor, with a restaurant on the second floor, with seating capacity extending onto the roof, thereby removing plans for residential on the third floor. The project never transpired due to a variety of negative circumstances that impeded the project.

This property had been under contract for several years and has not been identified for urban renewal funding; therefore, it is not included in the Urban Renewal Projects section of the Urban Renewal Plan. Historically, this property has been identified as a potential mixed-use residential development that would coincide with the quiet zone at the 10th and Main crossing. Information about other Urban Renewal Agency-owned projects discussed during the meeting is included with this staff report.

OPTIONS:

Review and discuss the information provided with this staff report and provide directions to staff with regard to any of the properties discussed.

BUDGET IMPACT:

Amount \$0

Fiscal Year(s):

Funding Source(s):

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

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 0.03 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

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 City of Oregon City.
- 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: