



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - 2ND REVISED AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 16, 2026 at 7:00 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 public comment 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

EXECUTIVE SESSION

The Executive Session will begin after the adjournment of the regular meeting pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- 2026 Star Trek Month Proclamation
- Hispanic Heritage Month Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- Oregon City Gladstone Partnership for Youth Presentation
- Courthouse Redevelopment Update with Seth Henderson
- Oregon City ADA Self-Evaluation and Transition Plan Overview

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Personal Services Agreement with Century West Engineering for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- Second Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

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

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

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

PROCLAMATION Star Trek Month 2026

WHEREAS, in 1964, a freelance writer named Gene Roddenberry created Star Trek; and

WHEREAS, on September 8, 1966, the original series, Star Trek, debuted on NBC; and

WHEREAS, Star Trek followed the voyages of the Starship Enterprise, a space exploration vessel; and

WHEREAS, the mission of the Enterprise was to explore strange new worlds, to seek out new life and new civilizations, and to boldly go where no one has gone before; and

WHEREAS, Star Trek has forever changed the genre of science fiction as we know it; and

WHEREAS, Star Trek featured a multi-ethnic crew; and

WHEREAS, the Star Trek canon includes the original series, nine spin-off television series, and a film franchise; and

WHEREAS, Gene Roddenberry was the first television writer to receive a star on the Hollywood Walk of Fame; and

WHEREAS, Star Trek is noted for its cultural influence beyond the works of science fiction;

WHEREAS, 2026 marks the 60th anniversary since the original airing of Star Trek, many celebrations are being held across the great expanse of the Federation;

NOW, THEREFORE BE IT RESOLVED that the City Commission of Oregon City does hereby proclaim:

September 2026 (Stardates 26668.5 to 26747.9)

as

Star Trek Month



And, calls upon the people of Oregon City to join their fellow citizens across the Star Trek universe in recognizing and participating in this special observance. Live Long and Prosper.

In Witness Whereof, I have hereunto set my hand this 16th day of September 2026.

Denyse C. McGriff, Mayor

PROCLAMATION

HISPANIC HERITAGE MONTH

- Whereas,** in honor of Hispanic Heritage Month, the City of Oregon City is pleased to celebrate the Hispanic and Latino/a/x community throughout our city; and
- Whereas,** National Hispanic Heritage Month is celebrated in the United States from September 15 to October 15. The observance was introduced in 1969 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover a 30-day period; and
- Whereas,** Hispanic Heritage Month celebrates the history, traditions, and culture of the Hispanic and Latino/a/x residents of Clackamas County. We admire the invaluable ways they contribute to our city by bringing a rich diversity and growth to our community; and
- Whereas,** we strive to continue to commemorate this month by recognizing and dedicating ourselves to working together to address the challenges that still face our Hispanic and Latino/a/x population.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

September 15 to October 15, 2026

as

Hispanic Heritage Month

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

In Witness Whereof, I have hereunto set my hand this day 16th day of September 2026.

DENYSE C. MCGRIFF,
Mayor



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 16, 2026
From: Alexandra Troutman, Assistant City Manager

SUBJECT:

Item 5.c. - Oregon City ADA Self-Evaluation and Transition Plan Overview

STAFF RECOMMENDATION:

This presentation is for informational purposes only.

EXECUTIVE SUMMARY:

MIG will provide an introduction to the City's Self-Evaluation and Transition Plan Process and discuss their review of the City's applicable policies and facilities.

BACKGROUND:

N/A

OPTIONS:

1. Approve Oregon City ADA Self-Evaluation and Transition Plan Overview.
2. Approve Oregon City ADA Self-Evaluation and Transition Plan Overview with Amendments.
3. Deny Oregon City ADA Self-Evaluation and Transition Plan Overview and provide further direction.

BUDGET IMPACT:

Oregon City

ADA Self-Evaluation and Transition Plan Overview



September 2026



DISCLAIMER

Information, materials, and/or technical assistance are intended solely as informal guidance and are neither a determination of your legal rights or responsibilities under the ADA, nor binding on any agency with enforcement responsibility under the ADA.

INTRODUCTION

ADA SELF-EVALUATION AND TRANSITION PLANS





VISION



HEARING/SPEECH

30 million
adults age 18-64 in the U.S.A.
~19%
Of overall population of adults age 18-64

*2022 Survey of Income and Program Participation
(SIPP)*



AMBULATORY



COGNITIVE

+ SELF-CARE

+ INDEPENDENT LIVING

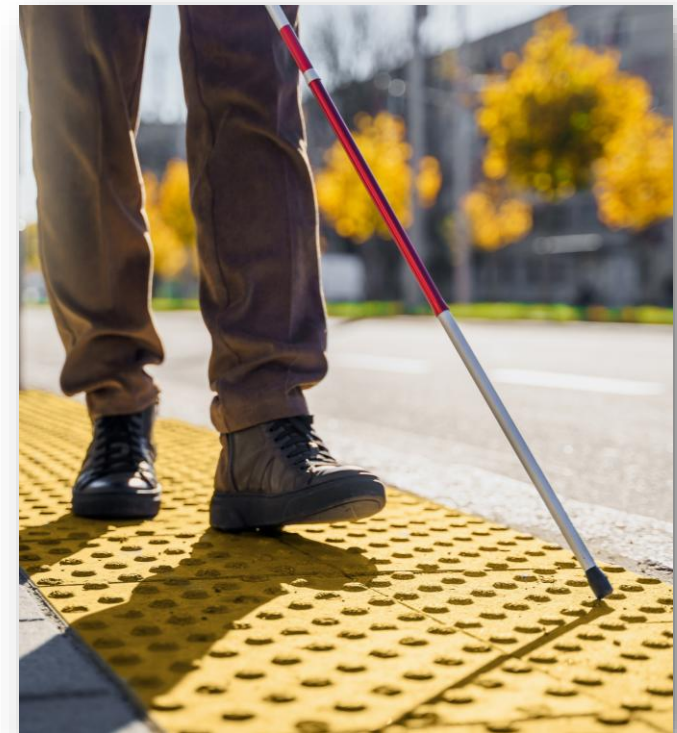


Access is
a civil right,
not a privilege.



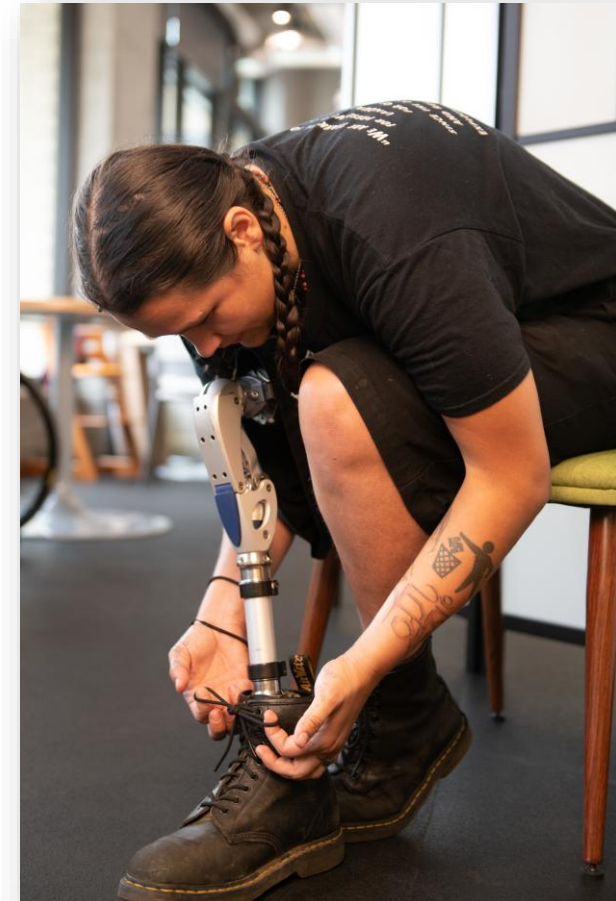
THE AMERICANS WITH DISABILITIES ACT (ADA)

- The ADA was signed into law on July 26, 1990
- It is a civil rights law mandating equal opportunity for individuals with disabilities
- The ADA Standards (technical requirements for accessible design) were updated in 2010



TITLES OF THE ADA

- Title I – Employment
- **Title II – Public transportation, state and local government services**
- Title III – Places of public accommodations [commercial establishments]
- Title IV – Telecommunications
- Title V – Miscellaneous



EQUALITY IN ACCESS (1)

The primary responsibility of public agencies is to provide equal access to
Programs, Activities, and Services.



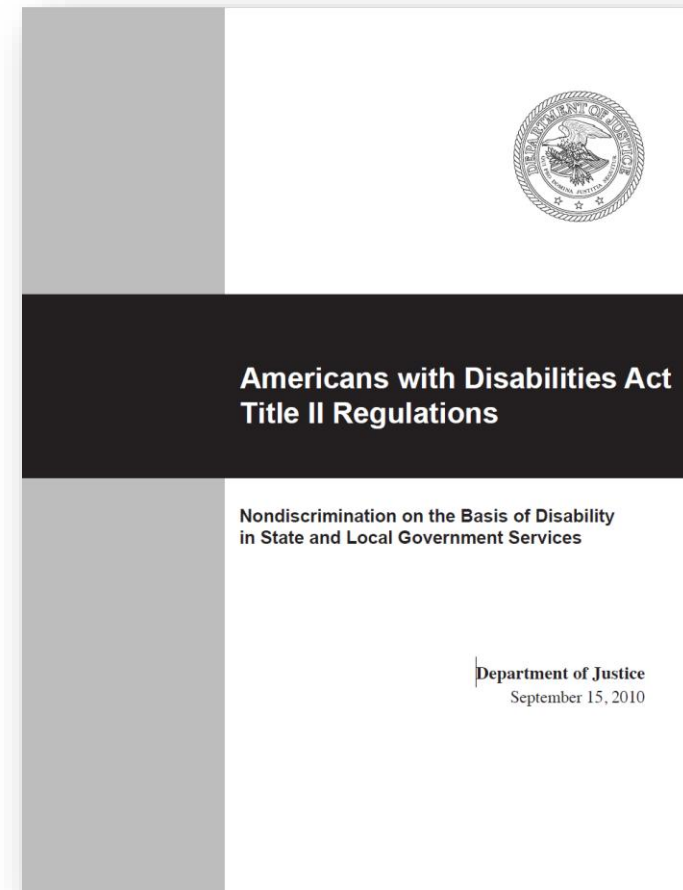
EQUALITY IN ACCESS (2)

- Modify practices when needed and requested
- Provide accessible facilities or relocate programs and activities as needed.
- Provide accessible equipment and tools for members of the public.
- Provide effective communication.



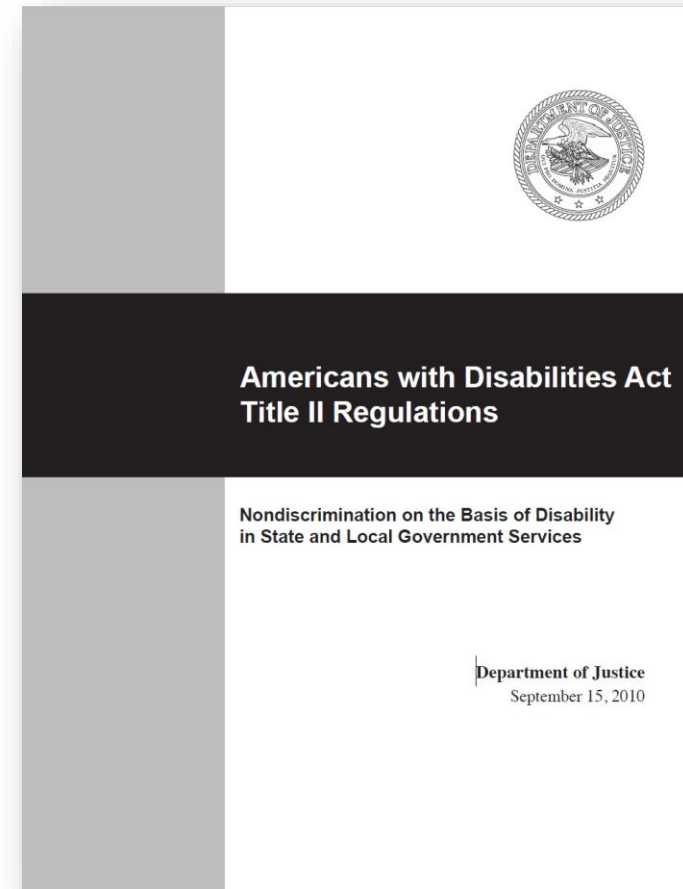
ADA TITLE II – ADMINISTRATIVE REQUIREMENTS

- Provide notice of nondiscrimination
- Develop an ADA grievance procedure
- Designate a person who is responsible for overseeing Title II compliance



ADA TITLE II – SELF-EVALUATIONS AND TRANSITION PLANS

- Complete a Self-Evaluation of services, policies, and practices
- Develop a Transition Plan that identifies any structural modifications necessary for compliance and
- Include people with disabilities in the self-evaluation and transition planning process





“NOTHING ABOUT US WITHOUT US”

ADA SETP PROJECT PROCESS



Evaluate programs, policies, and activities



Assess building facilities



Engage the public



Prioritize and schedule barrier removal actions



Produce a comprehensive plan

POLICY, PROCESS, AND PROGRAM

OREGON CITY POLICY REVIEW



28 CFR §35.130

GENERAL PROHIBITIONS AGAINST DISCRIMINATION

“No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.”



CITY PROGRAMS (1)

- **Basic Civic Processes**
 - Attending municipal court appointments
 - Voting in local elections
 - Attending and participating in City Commission meetings
- **Community Events**
 - Ex. Teddy Bear Parade, Oregon City Car Show, Oregon Trail 5k, First City Celebration, Open Air Antique Fair, High School Homecoming Parade, Trick or Treat Event, Tree Lighting Event, etc.
- **Committees and Advisory Boards**
 - Applying for an appointment to a committee or advisory board
 - Attending or participating in a public committee or advisory board meeting
- **Getting Information**
 - Accessing City records
 - Accessing website content and information in general
 - Using interactive or printable maps
 - Getting help with questions
 - Information flyers and how-to packets
 - Receiving updates via E-Trail News (email newsletter), Inside City Hall Podcast, Trail News (monthly print publication), or press releases

CITY PROGRAMS (2)

- Giving feedback and reporting problems
 - Giving feedback through Community Voice
 - Reporting infrastructure problems
 - Submitting Public comments to the City Commission
- Library programs
 - Basic library services
 - Library programs for adults, teens, and kids
- Parks and Rec programs
 - Parks and Rec classes and activities
 - Parks and Rec Events
 - Reserving facilities
- Permits and Licenses
 - Applying for building permits, Public Works permits and inspections.
 - Getting a business license
 - Submitting Land Use applications
- Police Department programs
 - Police Department classes and activities
 - Using Safe Exchange Zones
- Special Programs and Grants
 - Applying for BIZ POD
 - Applying for the Community Enhancement Grant Program
 - Applying for Oregon City Arts Commission opportunities
 - Applying for or participating in volunteer opportunities

POLICY REVIEW

Methodology

- Review policy documents
- Survey City staff

Requirements

- Cannot refuse to provide service/allow participation
- Cannot require participation in separate programs
- No unnecessary eligibility standards
- No special requirements
- No extra charges
- Cannot support an organization that discriminates
- Need to anticipate needs of people with disabilities
- Maximum integration
- Choose accessible locations
- Make reasonable modifications
- Equally effective communication
- Okay to provide extra benefits and services to people with disabilities

PARKS, BUILDINGS, AND PUBLIC RIGHT-OF-WAY

OREGON CITY FACILITY EVALUATIONS OVERVIEW



28 CFR §35.149

DISCRIMINATION PROHIBITED

“...No qualified individual with a disability shall, because a public entity's **facilities** are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.”



BUILDINGS

- Buena Vista House
- Oregon City Carnegie Library
- City Hall
- Community Development
- End of the Oregon Trail
- Ermatinger House
- Oregon City Fire Station
- Public Works – Fir Office and Warehouse
- Robert Libke Public Safety building
- The Downtown Restroom (Portland Loo)
- Train Depot / Amtrak-Coasters Crossing
- Oregon City Swimming Pool
- Pioneer Community Center



PARKS

- Abernathy Creek Park
- Atkinson Park
- Barclay Hills Park
- Canemah Children's Park
- Chapin Park
- Clackamette Cove/River Access Trail
- Clackamette Park
- DC Latourette Park
- Dement Park
- Hartke Park
- Hazel Grove Park
- Hazelwood Park
- Hillendale Park
- Jon Storm Park
- Library Park
- McLoughlin Promenade
- Mountain View Cemetery
- Old Canemah Park
- Park Place Park
- Richard Bloom Tots Park
- Rivercrest Park
- Singer Creek Park
- SportCraft Landing
- Tyrone S. Woods Memorial Park
- Waterboard Park
- Wesley Lynn Park

And Other Facilities:

- Main Street Parking Lot
- Municipal Elevator

PUBLIC RIGHT-OF-WAY (ROW)

- MIG is reviewing the ROW Transition Plan draft created by the Public Works department
- Right-of-Way content will be incorporated into the final Transition Plan.



POTENTIAL PRIORITIZATION CRITERIA (1)

- **Identified Complaints or Requests**
 - Facilities with a history of citizen complaints or requests related to accessibility can be assigned a higher priority.
- **Level of Use by the Public**
 - Facilities that have a high level of public use are a higher priority.
- **Program Uniqueness**
 - Some programs are unique to a building, facility, or population and cannot occur at another location.
- **Citizen Rights and Responsibilities**
 - Facilities where services are provided to exercise citizen rights—participation in City Council and Commission meetings, access to elected officials, facilities where taxes are paid, permits, and licenses are obtained, etc.

POTENTIAL PRIORITIZATION CRITERIA (2)

- **Other Master Plans**
 - The facility's location is identified in the city's diversity, equity, and inclusion plan or some similar plan.
- **Geographic Distribution**
 - By selecting a range of facilities that are distributed throughout the city, the city can ensure maximum access for all residents.
- **Recognized User Groups**
 - Facilities where programs are serving youth, seniors, and people with disabilities are provided.
- **Planned Obsolescence**
 - Identification of facilities with capital projects replacing the existing facility can be assigned a lower priority.

PROJECT SCHEDULE

NEXT STEPS



NEXT STEPS

- Share public feedback survey link!
 - [Oregon City ADA Transition Plan - Public Feedback Survey](#)
- Policy analysis and site evaluations are ongoing, to conclude by the end of this year
- Transition Plan draft will be developed starting in December
- Public Review Draft target is end of March 2027
- City Council adoption tentatively June 2027

Thank you. Questions?





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 16, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Personal Services Agreement with Century West Engineering for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005)

STAFF RECOMMENDATION:

Award the Contract and Authorize the City Manager to Execute the Personal Services Agreement with Century West Engineering in the amount of \$309,072.06 for Design Services, Preparation of Bid Documents, and Construction Services for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005).

EXECUTIVE SUMMARY:

To complete the next year of the 5-Year Pavement Maintenance Plan, Oregon City Public Works is requesting approval of an agreement with Century West Engineering to provide services for the design process, solicitation of bids, and construction phase.

BACKGROUND:

The City's 5-Year Pavement Maintenance Plan is funded by the Pavement Maintenance Utility Fee (PMUF) which has been in place since 2008. Following the 5-Year Pavement Maintenance Plan, Public Works has identified the following roads to receive asphalt resurfacing and ADA ramp upgrades or ADA improvements only.

Resurfacing & ADA Improvements

The following roads are currently scheduled to receive resurfacing and ADA upgrades:

- Boynton St: Warner Parrott Rd to Highland Dr
- Amanda Court: Netzel St to Lawton Rd
- Holmes Lane: Linn Ave to Telford Rd
- Center St: 2nd St to 3rd St
- Linn Ave intersection with Warner Parrott Rd and Warner Milne Rd

ADA Improvements Only*

The following roads are currently scheduled to receive ADA ramp work only:

- Ed St: Gaffney Ln to Setera Cir
- Tina St: Berta Dr to Setera Cir
- Jackson St: 18th St to 16th St

- 13th St: Division St to Lincoln St
- Grant St: 12th St to 13th St
- Pierce St: 14th St to 15th St
- Prescott St: 14th St to 15th St
- Lincoln St: Division St to 9th St

*This work is in preparation for in-house paving projects anticipated to occur in future years.

The attached scope of work (Exhibit A) outlines the details by which the project will move forward through the design process, solicitation of bids, and construction phase. The anticipated schedule for the project is as follows:

- October 2026 to February 2027 – Design and Bid Documents
- March 2027 – Bid Advertisement
- April 2027 – Bid Opening
- May 2027 – Bid Award
- June 2027 – Contract processing and preparation
- July 2027 to October 2027 – Construction

On June 1, 2026, a request for proposals for professional engineering services and construction management services for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005) was advertised in the Daily Journal of Commerce and the City bid site, in accordance with City and State contracting procedures for Formal Selection Procedures. Proposals were due June 25, 2026 and four (4) proposals were received. A selection committee reviewed the proposals and determined that Century West Engineering was the most qualified proposer. This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0220 requires the use of a Formal Solicitation for projects where the anticipated consultant fee is greater than \$250,000.

This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Personal Services Agreement with Century West Engineering for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005).
2. Approve Personal Services Agreement with Century West Engineering for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005) with Amendments.
3. Deny Personal Services Agreement with Century West Engineering for the 2027 Oregon City Roadway Reconstruction Project PMUF (CI 26-005) and provide further direction.

BUDGET IMPACT:

Amount	\$309,072.06
Fiscal Year(s):	2026/2027

Funding Source(s):
Included in Approved
Budget:

Pavement Maintenance Fund
Yes

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT
2027 OREGON CITY ROADWAY RECONSTRUCTION PROJECT PMUF (CI 26-005)**

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **CENTURY WEST ENGINEERING** (“Consultant”).

RECITALS

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

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

The parties agree as follows:
AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **March 31, 2028**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **three hundred nine thousand seventy-two dollars and six cents (\$ 309,072.06)**.

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

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

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

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

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
Public Works
13895 Fir Street
Oregon City, OR 97045

To Consultant:

Century West Engineering
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035
Attention: Rawley Voorhies

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 16th day of September, 2026.

CITY OF OREGON CITY

CENTURY WEST ENGINEERING

By: _____

By: _____

Name: Dayna Webb, P.E.

Name: _____

Title: Public Works Director

Title: _____

Dated: _____

Dated: _____

By: _____

ORIGINAL CITY COMMISSION APPROVAL DATE
(IF APPLICABLE):

Name: Anthony J. Konkol, III

Date: September 16, 2026

Dated: _____

APPROVED TO LEGAL SUFFICIENCY:

By: _____

Name: _____

Title: _____

SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Oregon City (City) requested the assistance of Century West Engineering (Century West/CWE) to provide project management; survey; pavement testing and recommendations; plans, estimates, and specifications (PS&E); bidding assistance; and construction services for pavement rehabilitation of the following roadway segments and ADA ramp improvements as a part of the City's 2027 street maintenance funded by the Pavement Maintenance Utility Fund (PMUF). The locations of improvements are listed below:

Table 1 – Road Improvements: Roads to receive surfacing and ADA upgrades.

Street	Beginning Location	End Location	ADA Ramps
Boynton Street*	Warner Parrot Road	Highland Drive	10 Ramps
Amanda Court	Netzel Street	Lawton Road	2 Ramps
Holmes Street	Linn Avenue	Telford Road	2 Ramps
Center Street	2 nd Street	3 rd Street	4 Ramps
Linn Intersection			8 Ramps

*Buol Street & Glacier Street dead ends included in Boynton Street resurfacing.

Table 2 – ADA Improvements: Roads to receive ADA ramp improvements.

Street	Beginning Location	End Location	ADA Ramps
Ed Street	Gaffney Lane	Setera Circle	2 Ramps
Tina Street	Berta Drive	Setera Circle	2 Ramps
Jackson Street	18 th Street	16 th Street	1 Ramp
13 th Street	Division Street	Lincoln Street	2 Ramps
Grant Street	12 th Street	13 th Street	2 Ramps
Pierce Street	14 th Street	15 th Street	2 Ramps
Prescott Street	14 th Street	15 th Street	2 Ramps
Lincoln Street	Division Street	9 th Street	2 Ramps

The subject roadways are primarily curbed, a mix of sidewalks and no sidewalks, and are located in both residential and commercial areas. The road segments present a variety of pavement rehabilitation needs from light to moderate cracking exhibited in many areas, to large-scale alligator cracking evident of base failure. The majority of the roadways are anticipated to have a 2-inch mill and inlay. These pavement conditions will be evaluated by the CWE team and recommendations confirmed.

Center street has a historic geotechnical issue which has been investigated. The City is considering removal and replacement of organic material or the use of aggregate piers. These two options will be evaluated by the CWE team and recommendations provided.

The intersection of Linn Avenue, Leland Road, Warner Milne Road, Warner Parrott Road has substantial cracking and rutting. An analysis of ADA compliance with respect to pedestrian and bicycle push buttons is required at this intersection. Detector loop replacements are acceptable. The CWE team will evaluate the intersection and

provide recommended scope limits.

The following assumptions have been made:

- Pavement striping will be replaced in-kind where impacted. No striping reconfiguration (i.e., addition of bike lanes, new centerline striping, etc.) is anticipated.
- Traffic signal loop detection will be replaced in-kind where impacted by pavement rehabilitation operations at the Linn intersection.
- Traffic signal upgrades will require coordination with the County.
- No curb ramp improvements will occur within ODOT or County rights-of-way and no permits from these agencies will be required. CWE will coordinate with the County as necessary for signal-related work.
- No property acquisition will be required for the curb ramp construction.

TASK 1: PROJECT MANAGEMENT

This task includes the overall planning, monitoring, and control of project efforts to meet the technical work efforts, quality control, project deliverables, cost, schedule, and communication objectives. Century West assumes that the project duration for the Management/Administration duties will be from September 2026 to December 2027, approximately (16) calendar months. The work will be accomplished under the following subtasks:

1.1 Administration

- a. Maintain project records, budgets, and communications for the duration of the project.
- b. Brief bi-weekly email reports on project status.
- c. Manage all sub-consultants.
- d. Process and submit monthly billing with a summary of project status by task.
- e. Create, monitor, and maintain project schedule.

1.2 Meetings

- a. Kickoff Meeting: Century West will organize and attend a project kickoff meeting to accomplish the items below. Attendees will include CWE PM, CWE Principal-in-Charge, Geotechnical PM, Traffic Engineering PM, and City PM. Meeting is assumed to be in-person up to two (2) hours in duration.
 - i. Establish clear lines of communication and procedures to be followed.
 - ii. Confirm understanding of project scope, schedule, level of plan detail, etc.
 - iii. CWE will provide meeting notes and action items following the meeting.
- b. Milestone Review Meetings: Century West will coordinate with City of Oregon City for post-milestone review meetings to discuss any redline comments or general project feedback. CWE has budgeted to attend up to three (3), one (1) hour meetings to discuss the project. CWE attendees will include CWE PM and CWE Sr. Project Engineer.
- c. Coordination Meetings: CWE PM will organize and conduct project meetings as needed with City PM during the design phase of the project. Three (3) meetings up to thirty (30) minutes in duration are assumed.

Task 1 Assumptions

- 1) It is anticipated that virtual meetings and/or calls will be utilized for all meetings noted above. The meetings are only anticipated during the design phase of the project.
- 2) CWE to provide meeting minutes for meetings.

Task 1 Deliverables

- 1) Monthly invoices, including invoice summary spreadsheet in PDF format
- 2) Minutes for milestone meetings with City staff
- 3) Project schedule
- 4) Contract budget and schedule status at each milestone meeting

TASK 2 – SURVEY

2.1 Topographic Survey

Provide topographic survey of existing topography and surface features at up to thirteen (13) intersection corners to support 3D curb ramp design. Specific survey assumptions are provided below:

- a. Full curb return area with 20+ feet on either side of ramp for tie-in.
- b. 15 feet from curb into road or centerline.
- c. Submit One-call Public Utility Locate request to fully encompass the ramp improvement area, and map all underground utilities locate markings.
- d. Map all above ground utility indicators (water valves, junction boxes, traffic signal loops).
- e. Storm structures and pipe inverts at ADA ramp locations.
- f. Upstream and downstream structure and pipe inverts.
- g. Research and tie all monuments of record within the ramp improvement area.

Provide permanent control point for reference at up to seven (7) intersection corners to support 2D curb ramp design. Specific survey assumptions are provided below:

- a. Set permanent control point for reference.
- b. Will be used as a reference point to pull slopes. Ideally located a few feet from the gutter near the ramps.
- c. Research and tie all monuments of record within the ramp improvement area.

2.2 Post Construction Record of Survey

- a. Post-construction Records of Surveys for all sites listed below:
 - i. Amanda Court
 - ii. Center Street
 - iii. Linn Intersection
 - iv. Ed Street
 - v. Tina Street
 - vi. Jackson Street
 - vii. Grant Street & 13th Street
 - viii. Pierce Street 1
 - ix. Prescott Street
 - x. Lincoln Street
- b. Roadways will be grouped together as practical – a total of five (5) Records of Survey is anticipated.
- c. Locate all monuments that will be disturbed by ADA ramp improvements.
- d. Referenced to the Oregon North State Plane Coordinates.
- e. Establish survey control points at each site with GPS and/or Conventional Surveying Techniques – minimum of 2 control points at each site.
- f. Double occupy all monuments.
- g. Report Grid Coordinate Values of each found monument.

- h. Monuments in asphalt roadway - lower monument below the depth of the grind – method approved by Clackamas County Surveyor.
- i. Draft & File Survey Record(s):
 - i. Survey to be drafted to County standards and filed with Clackamas County.
- j. S&F will reset found monuments at previously reported position (if monument disturbed).
 - i. Set 5/8" Iron Rods w/ yellow plastic caps where applicable.

Task 2 Assumptions

- 1) No right-of-way or boundary lines need be established per ORS 209.150 but will be shown per Metro GIS.
- 2) Pre-Construction ROS is not anticipated for this work.
- 3) Traffic control is not anticipated for this work.
- 4) Road striping is not included.
- 5) Boynton Street topographic survey data (collected during 2025 PMUF) will be provided by the City.

Task 2 Deliverables

- 1) Topographic survey basemaps for ADA ramps.
- 2) Records of Survey filed with Clackamas County.

TASK 3 – PAVEMENT INVESTIGATION & RECOMMENDATIONS

Pavement rehabilitation design recommendations will be provided based on analysis and the City's pavement design standards. The following table shows overview of the scope of work that will be included.

Project Street	From	To	Approximate Length, Feet	Approximate Cores/DCP Tests
Amanda Court	Netzel Street	Lawton Road	1,830	3
Linn Intersection	Approximately 200 feet north of intersection	Approximately 330 feet east of intersection	530	3
Center Street	2nd Street	3rd Street	Geotechnical Review Only	
Boynton Street	Not Included in Pavement or Geotechnical Evaluation			
Holmes Lane	Not Included in Pavement or Geotechnical Evaluation			

3.1 Field Investigation, Pavement Analysis and Recommendations

- a. Develop and submit a pavement testing and sampling plan to you for review. Traffic control plans will be included in the pavement testing and sampling plan.
- b. Mark pavement boring locations and request utility locates for each pavement boring location through the Oregon Utility Notification Center.
- c. Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to 3 feet below ground surface (BGS). It is assumed that up to six pavement borings will be completed within the 2027 PMUF streets identified in Table 1. In areas of utility conflict, we will attempt to move the boring locations. If a cleared boring location cannot be identified, cores will be made through the pavement surfacing only.
- d. Conduct DCP testing at each core location. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- e. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade

materials encountered.

- f. Complete laboratory tests on select samples of soil obtained from the subsurface explorations. We anticipate the following laboratory tests:
 - i. Visual reclassification of all subgrade soil samples.
 - ii. Up to one moisture content test per shallow boring location.
 - iii. Up to one Atterberg limits test and washed sieve analysis test per project street.
- g. Analyze traffic data, which will be provided by the City, to calculate design equivalent single-axle loading (ESAL) for a 10-, 20-, and 30-year design period.
- h. Develop pavement design recommendations for each road for a 10-, 20-, and 30-year design period. Recommendations will include asphalt overlay, asphalt grind and inlay, and asphalt remove and replace.
- i. Conduct a site visit for each street (with City staff and CWE if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and pavement rehabilitation recommendations are available for reference.
- j. Review existing reports pertaining to historic geotechnical issues at Center Street and provide constructability, viability/risk and cost discussion regarding proposed treatment alternatives. Two alternatives will be analyzed; proposed treatment alternatives consist of ground improvement using aggregate piers or reconstruction with removal and replacement of organic material. It is assumed that final design of a ground improvement option would be provided by the selected specialty contractor and reviewed by the project team.
- k. Provide a draft report summarizing the results of our field investigation findings and design recommendations.
- l. Upon your request, a final report with professional stamps will be provided that incorporates review comments from the City.

Task 3 Assumptions

- 1) All permitting fees will be administered by the City.
- 2) Fee estimate is based on conducting the GPR testing and subsurface explorations on each of the streets during Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.
- 3) Assumes petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop the subsurface explorations, place the subcontractor and our field staff on standby, and contact you for further guidance.
- 4) Geotech will patch the exploration holes below the bound surface using the excavated materials and compact the materials using a vibratory hammer. We will patch the exploration hole through the bound layer using a polymer-modified asphalt patching material approved by the Oregon Department of Transportation—and compact the material using a vibratory hammer.
- 5) City will provide us with traffic volume counts classified by truck axle category and estimates of traffic growth rate during the design period for each project street segment.

Task 3 Deliverables

- 1) Pavement Design Report that includes design recommendations for Linn Intersection, Amanda Court and Center Street.

TASK 4 – TRAFFIC ENGINEERING

4.1 Traffic Signal Modification Design

- a. Provide traffic signal modification design plans, specifications, and estimate for relocating and/or upgrading existing pedestrian push buttons and removal/relocating/upgrading existing bike push buttons at the Linn Avenue, Leland Road, Warner Milne Road, Warner Parrott Road intersection to meet current ADA accessible standards.
- b. Coordinate with Clackamas County Traffic Engineering and Maintenance regarding impacts to existing signal equipment/detection and operations, as necessary.
- c. Develop up to three (3) 22" x 34" plans for the signal legend, signal modification plan, and details.
- d. Complete design according to the requirements of the current versions of the MUTCD, Oregon Department of Transportation (ODOT) Traffic Signal Design Manual, ODOT Traffic Manual, and applicable Oregon Standard Drawings.
- e. Provide 2021 ODOT Special Provisions that incorporate Clackamas County modifications in word document format for the traffic signal related work.
- f. Prepare engineers estimate for traffic signal related bid items.
- g. Conduct one site visit to verify existing conditions and traffic signal equipment.

Task 4 Assumptions

- 1) Existing traffic signals (poles, arms, heads, cabinets, etc.) to remain in place. Pedestrian bush button modifications, if necessary, are included in Task 4.1.
- 2) No temporary traffic signal or temporary signal modifications are required.
- 3) No roadway lighting analysis or design is included or required.
- 4) County will provide traffic signal record drawings and existing cabinet print.
- 5) Address comments provided during the City review and milestone review meetings with the subsequent submittal.

Task 4 Deliverables

- 1) 50%, 90% and 100% Design Plans (22"x34") plans for review in PDF format. Sheet count as noted above.
- 2) 50%, 90% and 100% Construction Cost Estimate in excel and PDF format.
- 3) 90%, 100% Special Provisions. Word document and PDF versions at each submittal.

TASK 5 – ENGINEERING & DESIGN (50%, 90%, 100%/FINAL DOCUMENTS)

5.1 Curb Ramp Engineering

- a. Provide ADA compliant preliminary design for curb ramps utilizing the federally developed Public Rights of Way Accessibility Guidelines (PROWAG) at locations identified by the City.
 - i. Curb ramp horizontal geometry and preliminary grading will be provided.
 - ii. Curb ramp improvements will be designed within existing sidewalk widths/rights-of-way when practical. Identify potential permanent and temporary easement requirements for the proposed improvements.
 - iii. Obtaining rights-of-entry at other curb ramp locations, if any, will be performed by City staff.

- iv. It is assumed that no engineering related to lighting is necessary or included as part of this project.
- b. Coordinate potential impacts to public utility infrastructure, including storm drain inlets, with City PM. Primary coordination tools will be progress plans and utility impact exhibits. City PM to lead utility coordination and provide utility conflict letters to utility providers as needed.
- c. Coordinate impacts to traffic signal equipment (i.e. loop detection) and operations with Clackamas County as necessary.
- d. Storm inlet relocations, if necessary, are assumed to be limited to inlet replacement and storm pipe lateral replacement. Reconfiguration of existing storm main lines and storm manholes are not anticipated. Storm drain design shall be shown on the same plan sheet as the curb ramp design information.
- e. CWE assumes that the ramp reconstruction will be considered a maintenance activity and will not require water quality improvements, surface runoff calculations or a drainage report.
- f. Retaining walls, if necessary, are assumed to be no greater than 3'-0" in height and to utilize modular block wall construction such that engineered plans are not necessary.
- g. Horizontal and vertical layout information for retaining walls will be shown in plan view only. No retaining wall profiles are included. It is expected that the Contractor will lay out the final block pattern from the plan view instructions. Sufficient information shall be provided to quantify the anticipated wall area in the event field changes require additional blocks to support the cut slope. From preliminary investigations, CWE does not anticipate walls will be necessary.
- h. Develop 22" x 34" plan sheets to illustrate the proposed improvements and necessary supporting information.
- i. Develop up to thirty-six (36) design plan sheets for the curb ramp demolition and improvements at each of the subject intersection corners. This includes up to forty-one (41) new curb ramps. Plan sheets will illustrate one intersection corner per sheet and will be prepared at 1" = 2' scale plan view.
- j. Develop three (3) plan sheets for cover, legend, and survey control/ page layout.
- k. Develop one (1) plan sheet for non-standard curb ramp-related details and erosion control details. Standard details will be included by reference on the cover sheet.
- l. Address comments provided during the City review and milestone review meeting with the subsequent submittal.
- m. Provide construction cost estimates in excel and pdf format.
- n. Provide 2021 ODOT Standard Specifications. Special Provisions in word document format. City to provide current "front end" specifications for editing.
- o. Prepare bid schedule.

5.2 Pavement Engineering

- a. Provide designs and layouts for pavement improvements based on the DRAFT Pavement Report, Field Reconnaissance, and discussions with City staff. Plans shall include:
 - i. Pavement reconstruction and grind/inlay limits.
 - ii. Pavement section details.
- b. Roadway and driveway grading are not included.
- c. Provide pavement design/improvements in plan view. It is assumed that no profiles will be developed/provided.
- d. Develop 22" x 34" plan sheets to illustrate the proposed improvements and necessary supporting information.

- i. Develop up to seven (7) design plan sheets for the pavement improvements at 1"=40' scale plan view.
 - ii. Develop three (3) plan sheets for cover, legend, and survey control/ page layout.
 - iii. Develop two (2) plan sheets for non-standard details, sections, etc. Standard details shall be included by reference on the cover sheet.
- e. Provide 2021 ODOT Standard Specifications. Special Provisions in word document format. City to provide current "front end" specifications for editing.
- f. Prepare bid schedule.

Task 5 Assumptions

- 1) Traffic detours during construction shall be described in Special Provisions of the Contract Documents with specific requirements based upon City of Oregon City and MUTCD requirements. Plan sheets are not included.
- 2) Temporary Pedestrian Access Route (TPAR) for ADA curb ramp construction will be described in the specifications. No plan sheets anticipated.
- 3) Address comments provided during the City review and milestone review meetings with the subsequent submittal.

Task 5 Deliverables

- 1) 50%, 90% and 100% Design Plans (22"x34") plans for review in PDF format. Scale and sheet counts as noted above.
- 2) 50%, 90% and 100% Construction Cost Estimate in excel and PDF format
- 3) 90%, 100% Special Provisions. Word document and PDF versions at each submittal.
- 4) Word documents(s) of the contract front-end documents.

TASK 6 – BID PERIOD SUPPORT

6.1 Bid Period Support

- a. Prepare bid documentation including bid schedule and technical specifications.
- b. Respond to bidder inquiries.
- c. Prepare addenda during the bidding process as necessary.
- d. Compile bid tabulation spreadsheet.
- e. Review bid pricing with City project manager during the protest period.
- f. Assist City in bid award recommendation.

TASK 7 – CONSTRUCTION PERIOD SERVICES

Century West Engineering shall provide construction administration, inspection, and post-construction services. A Construction Manager (CM) and Resident Engineer (RE) will be provided for the duration of the project. It is assumed that the project construction period will be 14 weeks.

7.1 CONSTRUCTION ENGINEERING

General Administration of Construction Contract

Provide for and perform project administration and management activities. These activities will include the following:

Century West Engineering
September 2, 2026

Page 8

- 1) Managing the project scope, schedule, and budget.
- 2) Coordinating during the project with City staff.
- 3) Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, will be submitted to the City on a monthly basis.

Pre-construction Conference

- 1) Arrange, organize, prepare for, and conduct one (1) preconstruction conference. Attendees shall include the CM, RE, City staff, the Contractor, affected utility staff, and other parties with interest in the project construction. Meeting minutes will be prepared and distributed.
- 2) Obtain and review the project construction schedule from the Contractor prior to the pre-construction conference.
- 3) Provide the Contractor with five (5) sets of half size "Bid Set" documents.

Construction Meetings

Construction meetings will occur on an as-needed basis. The CM will attend and facilitate meetings as necessary over the anticipated 12-weeks of active construction. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents. Four (4) meetings up to one (1) hour in duration are assumed.

Respond to RFIs

CM or RE to provide responses in a timely manner to Requests for Information (RFIs). It is assumed that up to eight (8) RFIs will be issued for the project.

Change Orders Requests

Manage and provide responses in a timely manner and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that a total of up to three (3) change orders will be processed during the project.

Submittal Review

CM to provide submittal responses in a timely manner. A tracking spreadsheet of all required submittals shall be prepared and provide to the Contractor at the pre-construction meeting. It is anticipated that approximately twenty (20) submittals will be reviewed, which will include material/product submittals and Traffic Control Plans (TCP).

Clarifications and Interpretations

CM to provide clarification and interpretation of the contract documents to the RE, Contractor, and City staff.

Pay Request Review

CM and RE shall review the Contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to four (4) pay requests, including the final payment requests, will be received, and reviewed. Pay requests shall be prepared on City's standard forms.

7.2 CONSTRUCTION INSPECTION

The RE will provide on-site construction inspection through the construction period when active work is in progress. The RE will perform the following:

- 1) Prepare daily construction inspection reports and submit to the City on a weekly basis. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- 2) Observe quality control activities.
- 3) Assist with quantity verification.
- 4) Review daily acceptance testing (all testing to be provided by the Contractor).
- 5) Report non-compliance issues to the CM.
- 6) Monitor Contractor's compliance with the TCP and the Erosion and Sediment Control Plan (ESCP).

For budgeting purposes, up to 360 hours of construction inspection by the RE will be provided. This assumes a mix of full and partial-day visits for 12 weeks. The inspection will be supplemented as needed with site visits by the Construction Manager.

7.3 PROJECT CLOSEOUT

Final Review and Inspection

Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CM, and the RE will conduct two (2) punchlist inspection walk-throughs (initial and final) to confirm all items have been completed. Advise the City and the Contractor of the dates for any warranty periods as established in the contract documents.

Record Drawings

Upon completion of construction, prepare and submit to the City redlined record drawings, based upon the construction records of the Contractor and RE.

City of Oregon City 2027 PMUF Engineering Fee		Century West Engineering (CWE)					GRI								DKS					S&F Land Services		
		PM 6	Eng 6/CM	Eng 1/Tech 4	Designer 1	Admin 2	Principal Engineer	Associate	Senior Engr/Geol	Proj Engr / Geologist	Engr/Geol Staff	Technical Editor	Admin Assistant	Project Accountant	Principal In Charge/QC	Project Manager	Project Engineer	CAD Technician	Project Coordinator	Subconsultant Fees		
Task Code	Task Description	\$325.00	\$245.00	\$170.00	\$125.00	\$105.00	\$315.00	\$260.00	\$220.00	\$195.00	\$165.00	\$145.00	\$115.00	\$135.00	\$335.00	\$230.00	\$170.00	\$160.00	\$125.00			
																					Budgeted Cost	
1	PROJECT MANAGEMENT																					
1.1	Administration	6	6			4							1	4	1	8			6		\$ 7,420.00	
1.2	Meetings	8	10																		\$ 5,050.00	
		14	16	0	0	4	0	0	0	0	0	0	1	4	1	8	0	0	6	Task 1 Subtotal	\$ 12,470.00	
2	SURVEY																					
2.1	Topographic Survey	1	2																	\$ 35,564.00	\$ 36,379.00	
2.2	Post Construction Record of Survey	1	2																	\$ 11,554.00	\$ 12,369.00	
		2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Task 2 Subtotal	\$ 48,748.00	
3	PAVEMENT INVESTIGATION & RECOMMENDATIONS																					
3.1	Field Investigation, Pavement Analysis and Recommendations	4	4				2	12	24	10	30	4	1								\$ 18,905.00	
		4	4	0	0	0	2	12	24	10	30	4	1	0	0	0	0	0	0	Task 3 Subtotal	\$ 18,905.00	
4	TRAFFIC ENGINEERING																					
4.1	Traffic Signal Modification Design		2												4	16	32	6	4		\$ 12,410.00	
		0	2	0	0	0	0	0	0	0	0	0	0	0	4	16	32	6	4	Task 4 Subtotal	\$ 12,410.00	
5	ENGINEERING & DESIGN (50%, 90%, 100%/FINAL DOCUMENTS)																					
5.1	Curb Ramp Engineering	12	48	128	60																\$ 44,920.00	
5.2	Pavement Engineering	8	20	48	40																\$ 20,660.00	
		20	68	176	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Task 5 Subtotal	\$ 65,580.00	
6	BID PERIOD SUPPORT																					
6.1	Bid Period Support	2	8		4	1										2	4		1		\$ 4,480.00	
		2	8	0	4	1	0	0	0	0	0	0	0	0	0	2	4	0	1	Task 6 Subtotal	\$ 4,480.00	
7	CONSTRUCTION PERIOD SERVICES																					
7.1	Construction Engineering	12	84	36	36		2	10	10	10					1	4	10		1		\$ 45,560.00	
7.2	Construction Inspection		36	360			2	8	8	40											\$ 82,290.00	
7.3	Project Closeout	4	8	6	12											2	4	1	1		\$ 7,205.00	
		16	128	402	48	0	4	18	18	50	0	0	0	0	1	6	14	1	2	Task 7 Subtotal	\$ 135,055.00	
	Expenses																					
	Vehicle Mileage	\$ 1,900.00 (Meetings, Site Visits, Inspection)					\$163.50								\$45.60							\$ 2,109.10
	Survey Filing Fees																			\$ 3,000.00		\$ 3,000.00
	Lab Costs						\$800.00															\$ 800.00
	Sub: Drilling and Traffic Control						\$5,514.96															\$ 5,514.96
	Expenses Subtotal	\$ 1,900.00					\$6,478.46								\$45.60					\$ 3,000.00	Expenses Subtotal	\$ 11,424.06
	Hour Subtotals:	58	230	578	152	5	6	30	42	60	30	4	2	4	6	32	50	7	13	0		
	Labor Cost Subtotals	\$18,850.00	\$56,350.00	\$98,260.00	\$19,000.00	\$525.00	\$1,890.00	\$7,800.00	\$9,240.00	\$11,700.00	\$4,950.00	\$580.00	\$230.00	\$540.00	\$2,010.00	\$7,360.00	\$8,500.00	\$1,120.00	\$1,625.00	\$47,118.00	Labor Subtotal \$297,648.00	
	Company Subtotal, Incl. Expenses	\$194,885.00					\$43,408.46								\$20,660.60					\$50,118.00		
																						Total Cost \$309,072.06

STANDARD SCHEDULE OF BILLING RATES

The compensation for work performed on the basis of personnel services plus reimbursable expenses shall be established using the rates set forth below.

Labor Category	Hourly Rate
Admin I	\$85.00
Admin II	\$105.00
Admin III	\$120.00
Admin IV	\$135.00
Admin V	\$150.00
Technician I	\$125.00
Technician II	\$140.00
Technician III	\$155.00
Technician IV	\$170.00
Designer I	\$125.00
Designer II	\$140.00
Designer III	\$155.00
Designer IV	\$170.00
Engineer I	\$170.00
Engineer II	\$185.00
Engineer III	\$200.00
Engineer IV	\$215.00
Engineer V	\$230.00
Engineer VI	\$245.00
Project Manager I	\$205.00
Project Manager II	\$225.00
Project Manager III	\$245.00
Project Manager IV	\$265.00
Project Manager V	\$285.00
Project Manager VI	\$325.00
Principal I	\$325.00
Principal II	\$350.00
Principal III	\$375.00
Principal IV	\$400.00

B. Reimbursable Expenses

Reimbursable expenses, including subconsultant and subcontractor services, are billed at cost.

C. Mileage

Vehicle mileage is billed at the current IRS standard mileage reimbursement rate.

Fee Schedule

Effective January 1, 2026 through December 31, 2026

Grade	Hourly Rate	Grade	Hourly Rate	Grade	Hourly Rate
Grade 5	75.00	Grade 37	235.00	Grade 69	395.00
Grade 6	80.00	Grade 38	240.00	Grade 70	400.00
Grade 7	85.00	Grade 39	245.00	Grade 71	405.00
Grade 8	90.00	Grade 40	250.00	Grade 72	410.00
Grade 9	95.00	Grade 41	255.00	Grade 73	415.00
Grade 10	100.00	Grade 42	260.00	Grade 74	420.00
Grade 11	105.00	Grade 43	265.00	Grade 75	425.00
Grade 12	110.00	Grade 44	270.00	Grade 76	430.00
Grade 13	115.00	Grade 45	275.00	Grade 77	435.00
Grade 14	120.00	Grade 46	280.00	Grade 78	440.00
Grade 15	125.00	Grade 47	285.00	Grade 79	445.00
Grade 16	130.00	Grade 48	290.00	Grade 80	450.00
Grade 17	135.00	Grade 49	295.00	Grade 81	455.00
Grade 18	140.00	Grade 50	300.00	Grade 82	460.00
Grade 19	145.00	Grade 51	305.00	Grade 83	465.00
Grade 20	150.00	Grade 52	310.00	Grade 84	470.00
Grade 21	155.00	Grade 53	315.00	Grade 85	475.00
Grade 22	160.00	Grade 54	320.00		
Grade 23	165.00	Grade 55	325.00		
Grade 24	170.00	Grade 56	330.00		
Grade 25	175.00	Grade 57	335.00		
Grade 26	180.00	Grade 58	340.00		
Grade 27	185.00	Grade 59	345.00		
Grade 28	190.00	Grade 60	350.00		
Grade 29	195.00	Grade 61	355.00		
Grade 30	200.00	Grade 62	360.00		
Grade 31	205.00	Grade 63	365.00		
Grade 32	210.00	Grade 64	370.00		
Grade 33	215.00	Grade 65	375.00		
Grade 34	220.00	Grade 66	380.00		
Grade 35	225.00	Grade 67	385.00		
Grade 36	230.00	Grade 68	390.00		

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Expert witness services and deposition time will be billed at the rates listed above, *plus a 25% markup*.

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

1) Definitions of Terms: In this Standard Conditions Agreement, the following terms shall be as defined below:

- Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
- Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
- Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
- Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
- Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
- Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
- Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
- Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
- Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
- Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
- Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
- Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
- Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
- Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
- Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non- professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
 - q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
 - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
 - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
 - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
 - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.
 - b) Contractor represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
 - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
 - d) Contractor agrees and certifies that:
 - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

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6) Early Termination.

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.
- c) Any early termination of this Contract shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.
- d) The rights and remedies of the Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

8) Payment of Laborers; Payment of Taxes.

- a) Contractor shall:
 - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
 - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
 - iii) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or materials furnished.
 - iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
 - v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- b) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

9) Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

10) Access to Records. Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

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documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders or Amendments.** No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties

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hereto.

18) **Indemnity and Insurance.**

a) Indemnity.

- i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, its officers, agents, consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including reasonable attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.
- ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

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

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- 20) **Severability.** The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 21) **Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) **Captions and Headings.** The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.
- 23) **Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.
- 24) **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.
- 25) **Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) **Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.
- 27) **Information and Reports.** Contractor shall, at such time and in such form as Owner may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by Owner. Contractor shall furnish Owner, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) **Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) **Arbitration.**
All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.
- a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.
 - b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:
 - i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

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- ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.
 - c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.
 - d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.
- 30) Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

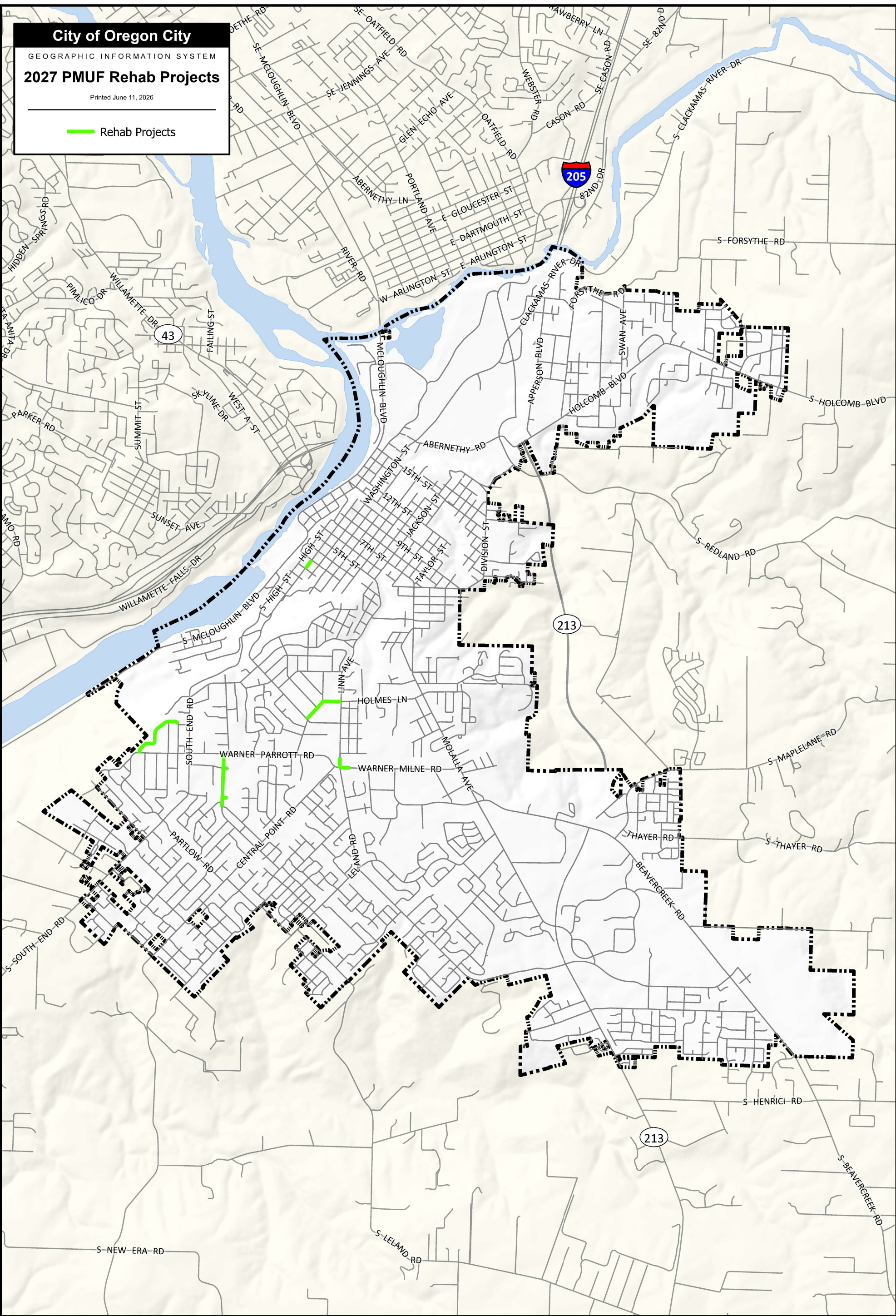
City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2027 PMUF Rehab Projects

Printed June 11, 2026

Rehab Projects



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0 0.25 0.5 1 Miles

0 1,000 2,000 4,000 6,000 Feet

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CITY OF OREGON CITY

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

Staff Report

To: City Commission
From: Kelly Hart, Community Development Director
Pete Walter, Planning Manager
Jude Thaddaeus, Planner
Agenda Date: September 16, 2026

SUBJECT:

Item 9.a. - Second Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the second reading of Ordinance No. 26-1010 amending OCMC Chapters 1.16, 1.20, 1.24, and 12.08.

EXECUTIVE SUMMARY:

This report presents the complete street tree penalty code amendment package for Commission action. The package is the product of three prior Commission discussions: an initial work session reviewing the City's existing penalty structure and comparator city approaches; direction given in March 2026 to build a stronger deterrent framework with a maximum penalty generally around \$25,000; and the May 20, 2026 work session at which staff presented draft code amendments, a proposed enforcement section, and two alternative fee models.

The package now before the Commission has four components:

- A. **Chapter 1 penalty maximum.** Amendments to OCMC 1.16.010, 1.20.090, and 1.24.210 raising the general civil infraction maximum from \$300 to \$1,000 unless otherwise specified in code.
- B. **Chapter 12.08 enforcement structure.** Replacement of the existing OCMC 12.08.050 "Violation—Penalty" section with a complete "Enforcement" section establishing interpretations, enumerated violations, penalties, enhanced penalty factors, and general enforcement provisions.
- C. **Street tree penalty fee schedule.** A base fine tiered by tree size, plus \$5,000 for each aggravating factor present, adopted by resolution rather than by ordinance so that amounts can be adjusted over time and per CPI without reopening the code framework.
- D. **Post-work session refinements to Chapter 12.08.** Both the changes the Commission directed on May 20 and a set of additional housekeeping amendments staff recommend to clarify ambiguities, streamline application processing, and reflect current arboricultural best practices.

Components 1 through 3 are substantially as presented on May 20. Component 4 is new

since that meeting and is described in detail under “Refinements Since the May 20, 2026 Work Session” below.

On September 2, 2026, the City Commission considered the first reading of the ordinance and voted to unanimously approve the first reading of the ordinance, with a modification to the language in Section 1 of the ordinance and an edit to the ordinance draft regarding tree replacement size requirements.

BACKGROUND:

Existing conditions and the initial work session

Oregon City’s street tree penalty structure relies primarily on the City’s general civil infraction framework. The relevant penalty language dates back to 1994 and currently provides a maximum penalty of \$300 unless a different amount is specified in code. At the initial work session on this subject, staff presented that existing penalty structure and the related code provisions, reviewed comparator city approaches, and asked whether Oregon City should establish a stronger street tree enforcement framework.

The policy problem identified in that discussion was not the absence of a mitigation requirement. Oregon City already requires replacement trees and, where replanting is infeasible, a fee in lieu. The problem is that the penalty attached to violating those requirements has not functioned as a meaningful deterrent — in many cases, the \$300 maximum is materially less than the cost of the permit process and mitigation an applicant would otherwise bear.

March 2026 Commission direction

The Commission directed staff to move forward with a stronger penalty framework that better deters the removal or topping of non-hazardous or non-diseased street trees, particularly in higher-priority areas such as downtown and the 7th Street/Molalla Avenue corridor. The Commission further directed that the maximum penalty be increased to generally around \$25,000.

May 2026 work session

Staff returned on May 20, 2026 with draft code amendments and a proposed street tree penalty fee structure responding to that direction. The draft framework retained the City’s existing replacement and fee-in-lieu structure, clarified how street tree violations are identified and enforced, and created a tiered penalty schedule based on tree size with enhanced penalty factors for aggravating circumstances.

The Commission directed staff to refine the proposed amendments, further define tree wells, remove street trees planted in tree wells from qualifying for the mitigation exemptions, and clarify that street trees exempt from replanting requirements under OCMC 12.08.035.E are also exempt from the penalties the Commission wishes to enact. The Commission also directed staff to return with final ordinance and resolution materials for adoption.

COMPONENT 1 — GENERAL CIVIL INFRACTION MAXIMUM (OCMC 1.16, 1.20, 1.24):

Draft amendments to OCMC 1.16.010, 1.20.090, and 1.24.210 replace the existing \$300 maximum penalty language with a \$1,000 maximum penalty, unless otherwise specified in the code. This change is foundational to the rest of the package for two reasons. First, it establishes a stronger base penalty across the City’s general code enforcement framework, not only for street trees. Second, the street tree penalty schedule is built on top of the base civil infraction, and the “unless otherwise specified” language is what allows the Commission to set street tree penalty amounts above the general maximum by resolution.

The proposed street tree penalty amounts are stated as total penalty amounts that are inclusive of the \$1,000 base civil infraction. Staff have included language in Resolution 26-23 expressly stating this, so that there is no ambiguity during enforcement about whether the base infraction is charged in addition to the scheduled amount.

COMPONENT 2 – CHAPTER 12.08 ENFORCEMENT STRUCTURE:

The draft amendment renames OCMC 12.08.050 from “Violation—Penalty” to “Enforcement” and replaces it with a more complete structure addressing interpretations, violations, penalties, enhanced penalties, and general enforcement.

Permit pathway and relationship to Chapter 17 definitions

The proposed changes to OCMC 12.08.035 clarify that street tree removal, as defined by OCMC 17.04, may be authorized through a Tree Permit application process in a form established by the City. This makes the relationship between Chapter 12 and the operative Chapter 17 definitions explicit, particularly for topping, severe crown reduction, tree removal, and major pruning — terms that carry defined meanings in Chapter 17 but were not previously cross-referenced in the street tree code.

Interpretations

Proposed OCMC 12.08.050.A establishes how an unpermitted street tree removal may be established as a factual matter:

- A. A street tree removed, as defined by OCMC 17.04, without an approved Street Tree Removal Permit will be considered an unpermitted tree removal.
- B. Where a street tree has been removed without a permit, the violation will be determined by measuring the stump. A stump six caliper inches or more in diameter is prima facie evidence of a violation of the chapter.
- C. Proof of a violation of the chapter is prima facie evidence that the property owner is responsible for the violation.

These provisions matter operationally. In most unpermitted removal cases the tree is already gone by the time staff become aware of the violation, and the stump is the only remaining physical evidence of the tree’s size. Establishing stump measurement as the measurement method, and property ownership as the presumptive basis of responsibility, is what makes the tiered penalty schedule administrable.

Enumerated violations

Proposed OCMC 12.08.050.B identifies the following as violations of Chapter 12.08:

- A. Removal or topping of a regulated street tree without an approved permit;
- B. Removal of a tree in violation of an approved permit;
- C. Major pruning of a street tree or public tree without an approved permit;
- D. Failure to meet a condition of an approved permit or to complete required mitigation;
- E. Topping, improper pruning, or otherwise inflicting willful or negligent damage to a tree crown or roots inconsistent with ISA Best Management Practices;
- F. Removal of the stump of a regulated tree removed without a permit;
- G. Unauthorized ground disturbance or construction activity within the Critical Root Zone, including equipment access, material storage, impervious surfaces, utilities, excavation, fill, or trenching;
- H. Soil contamination that renders the soil inadequate to support healthy tree growth to maturity, as determined by a certified arborist; and
- I. Interference with City staff carrying out work or inspection activities under the chapter.

Two of these warrant note. Removal of the stump of an unpermitted removal is listed as a separate violation because destroying the stump destroys the evidence on which the penalty tier depends. Critical root zone disturbance and soil contamination are included because a street tree can be killed without ever being cut down, and the existing code provided no clear enforcement pathway for that conduct.

Penalties and enhanced penalty factors

Proposed OCMC 12.08.050.C provides that violations may be processed as civil infractions under Chapter 1.20, through the Code Enforcement process under Chapter 1.24, and through penalties identified in Chapter 12.08 in the amounts established by City Commission resolution. For willful or negligent damage to a tree that is not removed, the penalty may be the amount established by resolution or the appraised loss in value of the topped or improperly pruned tree as determined by a certified arborist, plus the arborist's reasonable appraisal fee, and may include restoration of the crown, trunk, or root system as prescribed by a certified arborist and the City.

An enhanced penalty would apply where any of the following aggravating factors are present:

- A. The person has a previous violation of the chapter, or removed the street tree after being informed of the permitting process;
- B. The street tree removed was twenty-four inches in diameter or greater;
- C. The street tree removed was a heritage tree under OCMC 12.32;
- D. The street tree removed was located within the Willamette River Greenway Overlay District under OCMC 17.48; or
- E. The street tree removed was within the MUD, MUC-1, or MUC-2 zoning districts.

The proposed general penalty provision states that a violation is punishable by a fine not to exceed \$1,000 unless otherwise specified in a Commission-adopted fee resolution, and that each tree and each day of violation constitutes a separate offense.

COMPONENT 3 – PROPOSED FEE AND PENALTY STRUCTURE (RESOLUTION 26-23):

The penalty structure the Commission settled on has two parts. The first is a base fine tiered by the diameter of the tree removed, measured at four feet in height. The second is an additional \$5,000 for each aggravating factor present. The base fine is inclusive of the \$1,000 civil infraction, which is charged in every case.

Diameter of Tree Removed (inches of diameter at 4-ft. height)	Base Fine
Less than 6 inches	\$1,000
6 to 12 inches	\$2,500
13 to 18 inches	\$5,000
19 to 24 inches	\$7,500
25 to 30 inches	\$10,000
31 to 36 inches	\$12,500
37 to 44 inches	\$15,000
45 inches and above	\$20,000

An additional \$5,000 is added to the base fine for each aggravating factor established under the enhanced penalty provisions of OCMC 12.08.050 and listed under Component 2 above. Because the enhancement is applied per factor rather than as a single flat tier, the total penalty scales with the number of aggravating circumstances rather than with their presence alone. The following examples illustrate how the structure would be applied:

Example Scenario	Base Fine	Aggravating Enhancement Factors	Total Penalty
40-inch street tree removed without a permit	\$15,000	One: tree 24 inches or greater	\$20,000
40-inch street tree removed without a permit within the Willamette River Greenway	\$15,000	Two: 24 inches or greater, WRG location	\$25,000
40-inch street tree removed without a permit within the Willamette River Greenway in a MUC-1 zone	\$15,000	Three: 24 inches or greater, WRG location, MUC-1 zone	\$30,000

COMPONENT 4 — REFINEMENTS SINCE THE MAY 20, 2026 WORK SESSION:

The redlined and clean code documents attached to this report incorporate everything described above plus the following changes, which were made after the May 20 work session. The first two respond directly to Commission direction. The remainder are staff-initiated amendments offered while the chapter is open for amendment.

Changes made at Commission direction

- A. **Tree wells (OCMC 12.08.035.E.2).** The exemption for trees in planter strips three feet or less in width has been amended to define a tree well as an opening or protected planting area for a single street tree, and to state expressly that trees planted in tree wells — regardless of the dimensions of the well — are not exempt from permit and replacement requirements. Without this language, a street tree in a tree well could be read as exempt simply because the well is narrower than three feet, which is the opposite of the Commission’s intent. The amendment also adds “without a permit” to the existing exemption language so the scope of the exemption is unambiguous.
- B. **Exempt trees and penalties (new OCMC 12.08.035.E.3).** New subsection E.3 states that street trees exempt from replacement requirements shall be verified as exempt, and are not subject to the fines and penalties in OCMC 12.08.050. This closes the gap the Commission identified: a property owner who lawfully removes a nuisance-species tree or a tree in a narrow planter strip should not face a penalty under the new enforcement section.

The revised language does retain a verification requirement as a precondition to claiming an exemption. Staff recommend keeping it. In practice, applicants commonly believe and assert that their trees are nuisance species, or that their planter strips are thirty-six inches or less, when conditions on the ground prove otherwise. Without a verification step, the exemption becomes self-certifying and the enforcement framework loses most of its effect.

Additional staff-initiated amendments

A. Street trees of any diameter (OCMC 12.08.035 and 12.08.035.B). OCMC 17.04.1315 defines a tree as follows:

“Tree” means a living standing woody plant having a trunk six inches in diameter or nineteen inches in circumference or more at a point four and one-half feet above mean ground level at the base of the tree.

Applying that definition to the street tree code would be inconsistent with the fee and penalty structure the Commission has directed. It could also be read to exempt newly or recently planted street trees from the street tree removal policy altogether, on the basis that they measure less than six inches DBH or nineteen inches in circumference. The proposed penalty schedule expressly includes a tier for trees less than six inches in diameter; if that tier is to have any effect, the code must state that street trees below the six-inch threshold remain subject to replacement, mitigation, and penalties. Clarifying language has been added to the applicability statement in OCMC 12.08.035 and to OCMC 12.08.035.B.

B. Minimum street tree caliper of one and one-quarter inches (OCMC 12.08.015.C and 12.08.035.B). OCMC 12.08.015.C currently requires new street trees planted in conjunction with development to measure at least two inches in caliper six inches above the root crown, while OCMC 12.08.035.B requires replacement street trees to measure at least one and one-half inches. Staff recommend a single standard of one and one-quarter inches in both cases. Friends of Trees recommends the smaller caliper – which Eugene permits – for the following reasons:

- a. Trees establish faster and more successfully, with lower mortality.
- b. Root defects are less common, because significantly less time is spent growing in pots.
- c. Smaller trees are faster and easier to transplant.
- d. Trees need less water per tree and establish in less time.
- e. Nursery stock is easier and less costly to source.

Pete Walter, Planning Manager and ISA-Certified Arborist, has submitted a Staff Memo – see Exhibit G – that explains why changing OCMC 12.08 to permit the planting of 1.25-inch caliper street trees complies with current arboricultural best practices.

C. Verification of dead street trees (new OCMC 12.08.035.A.3). Diseased and hazardous trees are defined in OCMC 17.04.1360 and 17.04.1363 respectively, and those definitions themselves require confirmation of condition by a certified arborist

report. No definition of a dead tree exists anywhere in the Oregon City Municipal Code. Elsewhere in the code, OCMC 17.41.060.B.2 — the Tree Protection and Mitigation Plan provisions — permits the community development director to determine whether a tree is dead and requires a certified arborist report only where the director cannot make that determination. Staff recommend carrying that same language into OCMC 12.08.035.

The practical effect is to reduce a barrier to removing obviously dead street trees. In the experience of Planning staff, several applicants have decided against replacing an obviously dead tree because of the cost of obtaining a certified arborist report. Leaving dead street trees standing in planter strips increases the likelihood that they fall into the right-of-way or onto abutting property, and it delays their replacement with living canopy.

D. Removal of redundant certified arborist references (OCMC 12.08.035.A and Table 12.08.035). This follows from the preceding item. Diseased and hazardous trees already require a certified arborist report by operation of their Chapter 17 definitions. Retaining blanket references to certified arborists for dead, diseased, and hazardous street trees as a single category invites confusion about which process applies to which circumstance. OCMC 12.08.035.A has been amended to refer to trees “as defined in OCMC 17.04,” and the column headings of Table 12.08.035 have been amended accordingly. Note that this item is dependent on the preceding one: if the Commission does not adopt the dead tree verification amendment, these references should be retained.

E. Minor drafting clarification (OCMC 12.08.050.B.1.e). The damage violation has been amended to read “topping, improper pruning, or otherwise inflicting willful and negligent damage,” so that ordinary maintenance pruning consistent with ISA Best Management Practices is not captured by the violation language.

OPTIONS:

1. Approve Second Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code.
2. Approve Second Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code with Amendments.
3. Deny Second Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code and provide further direction.
4. Continue the discussion to a future meeting and provide direction to staff.

BUDGET IMPACT:

There is no immediate fiscal impact associated with adoption of the proposed amendments and fee schedule. If adopted, the proposal will increase code enforcement revenue for civil infractions generally. In cases involving unpermitted street tree removal, topping, or damage, staff would note that the purpose of the schedule is deterrence rather than revenue, and that a fully effective deterrent would generate little revenue.

The proposal will create some additional administrative work for code enforcement, planning, public works, and legal staff in investigating violations, documenting tree size, applying enhanced penalty factors, and processing enforcement actions. Adopting the smaller one-and-one-quarter-inch minimum caliper may allow more trees to be purchased and planted with the same dollars through the City's Tree Mitigation Fund and its partnership with Friends of Trees.

ATTACHMENTS:

- A. Ordinance 26-1010
 - a. Exhibit A: Oregon City Municipal Code Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement (Clean Code - Amended).
 - b. Exhibit B: Oregon City Municipal Code Chapter 12.08 – Public and Street Trees (Clean Code -Amended).
 - c. Exhibit C: Draft Code Amendments (Redlines - Amended): Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement.
 - d. Exhibit D: Draft Code Amendments (Redlines - Amended): Chapters 12.08 - Public and Street Trees
- B. 8.24.2026 Staff Memo from Peter Walter, Planning Manager and ISA-Certified Arborist
- C. Working Documents:
 - a. Current Code: Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement.
 - b. Current Code: Chapter 12.08 – Public and Street Trees.

ORDINANCE NO. 26-1010

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS, CHAPTERS 1.16 – GENERAL PENALTY, 1.20 – CIVIL INFRACTIONS, 1.24 – CODE ENFORCEMENT, AND TITLE 12 – STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 12.08 – PUBLIC AND STREET TREES.

WHEREAS, at the direction of the City Commission, OCMC 1.16.010, 1.20.090, and 1.24.210 have been amended to raise the general civil infraction minimum from \$300 to \$1,000 unless otherwise specified in code to build a stronger deterrent framework; and

WHEREAS, at the direction of the City Commission, additional penalties and a specific enforcement framework have been added to OCMC 12.08 to establish clear code interpretations and build a stronger framework to deter illicit removal of public street trees and enforce future violations; and

WHEREAS, at the direction of the City Commission, the Planning Fee Schedule has been altered to enumerate the tiered fine and penalty structure chosen by the City Commission to be adopted by Resolution (i.e., Resolution 26-23) to enable future adjustment according to the CPI without reopening the code; and

WHEREAS, both the City Commission and Planning Staff have identified certain aspects of the Street Tree Code that require cleanup for clarity of interpretation on definitional applicability, tree wells, and exempt trees, adoption of current arboricultural best practices for revisions to minimum street tree caliper and damage violations, and streamlined review processes for dead street trees.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission hereby amends the portions of the existing Oregon City Municipal Code Titles 1 and 12, as identified in the red text in Exhibits C and D, and as fully incorporated in Exhibits A and B.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

Section 3. Effectiveness. This Ordinance shall take effect thirty days after the second reading.

Read for the first time at a regular meeting of the City Commission held on the 2nd day of September 2026, and the City Commission finally enacted the foregoing ordinance on the 16th day of September 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 16th day of September 2026,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

1.16.010 Penalty.

- A. Any person convicted of a violation of Section 9.04.010 and Chapters 6.04, 9.08, 9.12 except for Sections 9.12.020 through .027, 9.16, 9.20 and 9.24 of this code shall be fined in a sum not to exceed five thousand dollars and/or confinement in jail not to exceed one year. In the event the section violated contains the identical elements of criminal conduct as a state statute, the penalty imposed may not exceed the maximum limits permitted for violation of the state statute.
- B. Any person convicted of an offense which by state statute is made subject to the jurisdiction of the municipal court shall be subject to fine and/or imprisonment as provided in the applicable state statute, not to exceed the foregoing limits.
- C. Any person convicted of the violation of any other section of the code shall be fined not more than one thousand dollars, unless otherwise specified in this code.
- D. Each day a violation continues shall constitute a separate violation.
- E. In addition to the above penalties, the municipal judge may assess reasonable court costs upon conviction.

(Ord. 94-1032 §1, 1994; prior code §1-4-1)

(Ord. No. 15-1008, § 4, 7-1-2015)

1.20.090 Fines.

- A. Upon conviction of an infraction of any provision of the Municipal Code, the court may impose a maximum civil penalty of one thousand dollars (\$1000.00).
- B. Each day of violation shall constitute a separate civil infraction.
- C. The penalties provided in this section are in addition to, and not in lieu of, any other remedy provided by law, including, but not limited to revocation or nonrenewal of a permit or license, injunction, abatement or civil damages as provided by this code or state law.

(Ord. 95-1028 §2 (part), 1995)

1.24.210 Assessments.

- A. Costs incurred by the city for any actions authorized by the code hearings officer pursuant to this chapter and any civil penalty imposed as a result of an order of the code hearings officer shall be an assessment lien upon the property subject to the order.
- B. If a residential structure is ordered vacated pursuant to this code and the city relocates the tenants of such property, then the cost incurred by the city for relocating the tenants as provided by state law shall be an assessment lien upon the property vacated and from which the tenants are relocated.
- C. The city agency incurring such costs shall furnish a statement of such costs to the owner, in person or by United States mail, postage prepaid and addressed to the owner(s) at the owner(s) residence or place of business, and shall file a copy of such statement for the code hearings officer with proof of service attached. If no objection to such statement is filed with the office of the code hearings officer within fifteen days from the date of service or mailing, the code hearings officer shall certify such statement and forward the same to the city recorder who shall forthwith cause the lien to be recorded in the manner of all city liens.
 - 1. If an objection to the statement is received within the fifteen-day period, the code hearings officer shall schedule and hold an appeal hearing pursuant to this chapter and the rules adopted by the code

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- hearings officer thereunder. After the hearing, the code hearings officer shall certify such statement, or so much of it as he determines is correct and proper, and forward it to the city Recorder who shall cause it to be recorded in the manner of all city liens.
2. The code hearings officer shall certify to the city recorder the amount of any civil penalty imposed under any order of the code hearings officer and the city recorder shall cause the certification to be recorded in the manner of all city liens. The lien imposed for the civil penalty shall be in addition to any lien imposed for costs actually incurred by the city.
 3. The city agency incurring costs or providing services may file separate statements for the costs and services furnished as each is incurred or provided.
 4. Liens imposed pursuant to this title shall be collected in all respects as provided for this code and state law.
- D. In addition to the lien imposed under this section, any person found to be in violation of the code by the code hearings officer shall be personally liable for costs incurred by the city pursuant to this chapter and for any civil penalty imposed by order of the code hearings officer. In cases of persons found to be in violation of this chapter as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly have committed the violation.
1. The civil penalty shall be as set forth in the city code, except if no penalty is stated, the code hearings officer may assess a civil penalty of not more than one thousand dollars.

Chapter 12.08 PUBLIC AND STREET TREES¹

12.08.010 Purpose.

The purpose of this chapter is to:

- A. Develop tree-lined streets to protect the living quality and beautify the city;
- B. Establish physical separation between pedestrians and vehicular traffic;
- C. Create opportunities for solar shading;
- D. Improve air and water quality; and
- E. Increase the community tree canopy and resource.

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

12.08.015 Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the Metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the public works department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection B below. The community development director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.
- B. The following clearance distances shall be maintained when planting trees:
 - 1. Fifteen feet from streetlights;
 - 2. Five feet from fire hydrants;
 - 3. Twenty feet from intersections;
 - 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.).
- C. All street trees planted in conjunction with development shall be a minimum of one and one-quarter inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.
- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.
- E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.

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- F. All trees planted beneath powerlines shall be selected based on what is appropriate for the location. In addition, the tree species shall be approved by the associated franchise powerline utility company.
 - G. Tree species, spacing and selection for stormwater facilities in the public right-of-way and in storm water facilities shall conform to requirements of OCMC 13.12 and the adopted stormwater and grading design standards and be approved by the city engineer.
 - H. Any public or street trees planted within the natural resource overlay district shall conform to the applicable requirements of OCMC 17.49, Natural Resources Overlay District (NROD).

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

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum eight-foot clearance above all sidewalks, ten-foot clearance in clear vision areas pursuant to OCMC 10.32, and fourteen-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. A), 5-3-2023; Ord. No. 25-1004, § 1(Exh. A), 4-16-2025)

12.08.030 Public property tree maintenance.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs in all public rights-of-way and public grounds, as may be necessary to ensure public safety or to preserve and enhance the symmetry or other desirable characteristics of such public areas. The public works department and parks and recreation department may recommend to the community development director the removal of any tree or part thereof which is in an unsafe condition or may be injurious to above or below-ground public utilities, structures or other public improvements. Removed trees shall be replaced in accordance with this chapter or the mitigation requirements of the OCMC 17.49, Natural Resources Overlay District (NROD), if the tree to be removed is within the NROD.

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

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Removal of street trees of any diameter, as defined by OCMC 17.04, may be authorized through a Tree Permit application process in a form established by the city, and shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as defined in OCMC 17.04 and approved by the city manager or designee, may be removed if replaced with one new tree for each dead, diseased, or hazardous tree that is removed.
 - 1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.
 - 2. All replacement street trees under this section shall have a minimum one and one-quarter to one and one-half inch caliper trunk measured six inches above the root crown.
 - 3. Dead trees may be verified either by the community development director or by a certified arborist when the community development director cannot make a determination.

- B. Removed street trees – regardless of diameter – that are not determined to be dead, diseased, or hazardous shall be replaced accordance to Table 12.08.035. All replacement street trees shall have a minimum one and one-quarter to one and one-half inch caliper trunk measured six inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
1. Within the right-of-way abutting the same frontage; and
 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the city manager or designee that a sufficient location to replant tree(s) according to subsection C is not available, the city manager or designee may allow:
1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval; or
 - b. On public property, with city manager or designee approval; or
 - c. Within ten feet of the right-of-way in the abutting private yard; or
 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate, to the satisfaction of the city manager or designee, that none of the alternative replanting options in section D.1 is sufficient for replanting.
 - b. Is to be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.
- E. Exceptions:
1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.
 2. Trees in planter strips three feet or less in width may be removed without a permit, replacement or fee in lieu of replacement. Trees planted in tree wells - an opening or protected planting area for a single street tree - regardless of the dimensions, are not exempt from permit and replacement requirements.
 3. Street trees that are exempt from replacement requirements:

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- a. Shall be verified as exempt, and
 - b. Are not subject to the fines and penalties in OCMC 12.08.050.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. B), 5-3-2023)

12.08.045 Gifts, fee-in-lieu of planting, and funding.

The city of Oregon City may accept gifts, which are specifically designated for the purpose of planting or maintaining trees within the city. The community development director may allow a fee-in-lieu of planting the tree(s) to be placed into a city fund dedicated to planting trees in Oregon City. The community development director may determine the type, caliper and species of the trees purchased with the fund. The cost of each tree may be adjusted annually based upon current market prices for materials and labor as calculated by the community development director. A separate fund shall be established and maintained for revenues and expenditures created by activities specified in this chapter. The natural resources committee shall have authority on behalf of the city to seek grants and alternative funding for tree projects. Funds from such grant awards shall be administered by the city pursuant to this section.

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

12.08.050 - Enforcement

A. Interpretations.

1. A street tree that is removed, as defined by OCMC 17.04, without an approved Street Tree Removal Permit will be considered an unpermitted tree removal.
2. If a street tree is removed without a permit, a violation will be determined by measuring the stump. A stump that is six caliper inches or more in diameter will be considered prima facie evidence of a violation of this chapter.
3. Proof of violation of this chapter will be deemed prima facie evidence that the property owner is responsible for such violation.

B. Violations.

1. The following are considered violations of the Street Tree Code (Chapter 12.08)
 - a. Removal or Topping. Removal or topping, as defined in Chapter 17.04, of a street tree regulated by Chapter 12.08 without an approved permit from the city.
 - b. Removal – Approved Permit. Removal of a tree in violation of an approved permit.
 - c. Major Pruning without a Permit. Major pruning, as defined in Chapter 17.04 of a street tree or public tree without an approved permit from the city.
 - d. Failure to Comply with Permit. Failure to meet a condition of an approved permit, or to complete the required mitigation as established in this chapter. Damaging a Tree. Topping, improper pruning, or otherwise inflicting willful and negligent damage to a tree crown or roots in a manner inconsistent with ISA Best Management Practices.
 - e. Removal of a Stump. Removal of the stump of a regulated tree removed without a tree removal permit.
 - f. Critical Root Zone Disturbance. Willfully or negligently do the following in the Critical Root Zone: unauthorized ground disturbance or construction activity, including vehicle or equipment access (but excluding access on existing streets or driveways), storage of equipment or materials, including soil, temporary or permanent stockpiling, impervious surfaces, underground utilities, excavation or fill, trenching or other work activities.

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- g. Soil Contamination. Willfully or negligently allow soil contamination (i.e., soil containing construction debris, concrete, garbage, or any other substance that renders the soil inadequate to support healthy tree growth to maturity as determined by a certified arborist) in the soil volume area.
 - h. Interference with the City. No person will prevent, delay, or interfere with city staff while engaging in work activities, including but not limited to inspection of trees subject to the provisions of this chapter, planting, cultivating, mulching, pruning, spraying, or removing any street tree, or public tree.
2. A person violating any provision of this chapter will be subject to a civil infraction as established in Chapter 1.20 of this code, the Code Enforcement process as established in Chapter 1.24 of this code, and any penalties identified in this chapter, subject to the fine amount established by city commission resolution.

C. Penalties

The following penalties apply to violations of the provisions of this chapter:

- 1. A person who violates this chapter, upon conviction thereof, will be subject to a civil infraction penalty as established in chapter 1.20 of this code.
- 2. Topping, pruning, or otherwise inflicting willful and negligent damage to a tree.
 - a. A fine up to the amount established in the city commission fee resolution or up to the appraised loss in value of the illegally topped or pruned tree as determined by a certified arborist plus the arborist's reasonable appraisal fee.
 - b. Restoration of the tree crown, trunk, or root system as prescribed by a certified arborist and city.

D. Enhanced Penalties

An increased penalty for the tree removed in violation of this chapter in the amount established by resolution of the city commission or the value of the tree as determined by a certified arborist, whichever is greater, if any of the following apply:

- a. The person has committed a previous violation of a provision of this chapter, or after being informed of the permitting process, removed the street tree without obtaining the proper tree permit; or
- b. The street tree removed was any of the following:
 - i. Twenty-four-inch caliper in diameter or greater, or
 - ii. A heritage tree per OCMC 12.32, or
 - iii. Located within the Willamette River Greenway Overlay District per Chapter 17.48, or
 - iv. Within the MUD, MUC-1, and MUC-2 zoning districts.

E. General Penalty

- 1. A person violating any of the provisions of this chapter will, upon conviction thereof, be punished by a fine not to exceed \$1,000, unless otherwise specified in a city commission- adopted fee resolution.
- 2. Each tree and days' violation of a provision of this chapter constitutes a separate offense.

1.16.010 Penalty.

- A. Any person convicted of a violation of Section 9.04.010 and Chapters 6.04, 9.08, 9.12 except for Sections 9.12.020 through .027, 9.16, 9.20 and 9.24 of this code shall be fined in a sum not to exceed five thousand dollars and/or confinement in jail not to exceed one year. In the event the section violated contains the identical elements of criminal conduct as a state statute, the penalty imposed may not exceed the maximum limits permitted for violation of the state statute.
- B. Any person convicted of an offense which by state statute is made subject to the jurisdiction of the municipal court shall be subject to fine and/or imprisonment as provided in the applicable state statute, not to exceed the foregoing limits.
- C. Any person convicted of the violation of any other section of the code shall be fined not more than one thousand~~three hundred~~ dollars, unless otherwise specified in this code.

D. Each day a violation continues shall constitute a separate violation.

E. In addition to the above penalties, the municipal judge may assess reasonable court costs upon conviction.

(Ord. 94-1032 §1, 1994; prior code §1-4-1)

(Ord. No. 15-1008, § 4, 7-1-2015)

1.20.090 Fines.

- A. Upon conviction of an infraction of any provision of the Municipal Code, the court may impose a maximum civil penalty of one thousand~~three hundred~~ dollars (\$1000~~300~~.00).
- B. Each day of violation shall constitute a separate civil infraction.
- C. The penalties provided in this section are in addition to, and not in lieu of, any other remedy provided by law, including, but not limited to revocation or nonrenewal of a permit or license, injunction, abatement or civil damages as provided by this code or state law.

(Ord. 95-1028 §2 (part), 1995)

1.24.210 Assessments.

- A. Costs incurred by the city for any actions authorized by the code hearings officer pursuant to this chapter and any civil penalty imposed as a result of an order of the code hearings officer shall be an assessment lien upon the property subject to the order.
- B. If a residential structure is ordered vacated pursuant to this code and the city relocates the tenants of such property, then the cost incurred by the city for relocating the tenants as provided by state law shall be an assessment lien upon the property vacated and from which the tenants are relocated.
- C. The city agency incurring such costs shall furnish a statement of such costs to the owner, in person or by United States mail, postage prepaid and addressed to the owner(s) at the owner(s) residence or place of business, and shall file a copy of such statement for the code hearings officer with proof of service attached. If no objection to such statement is filed with the office of the code hearings officer within fifteen days from the date of service or mailing, the code hearings officer shall certify such statement and forward the same to the city recorder who shall forthwith cause the lien to be recorded in the manner of all city liens.
 - 1. If an objection to the statement is received within the fifteen-day period, the code hearings officer shall schedule and hold an appeal hearing pursuant to this chapter and the rules adopted by the code hearings officer thereunder. After the hearing, the code hearings officer shall certify such statement, or

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- so much of it as he determines is correct and proper, and forward it to the city Recorder who shall cause it to be recorded in the manner of all city liens.
2. The code hearings officer shall certify to the city recorder the amount of any civil penalty imposed under any order of the code hearings officer and the city recorder shall cause the certification to be recorded in the manner of all city liens. The lien imposed for the civil penalty shall be in addition to any lien imposed for costs actually incurred by the city.
 3. The city agency incurring costs or providing services may file separate statements for the costs and services furnished as each is incurred or provided.
 4. Liens imposed pursuant to this title shall be collected in all respects as provided for this code and state law.
- D. In addition to the lien imposed under this section, any person found to be in violation of the code by the code hearings officer shall be personally liable for costs incurred by the city pursuant to this chapter and for any civil penalty imposed by order of the code hearings officer. In cases of persons found to be in violation of this chapter as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly have committed the violation.
1. The civil penalty shall be as set forth in the city code, except if no penalty is stated, the code hearings officer may assess a civil penalty of not more than ~~one thousand~~~~three hundred~~ dollars.

Chapter 12.08 PUBLIC AND STREET TREES¹

12.08.010 Purpose.

The purpose of this chapter is to:

- A. Develop tree-lined streets to protect the living quality and beautify the city;
- B. Establish physical separation between pedestrians and vehicular traffic;
- C. Create opportunities for solar shading;
- D. Improve air and water quality; and
- E. Increase the community tree canopy and resource.

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

12.08.015 Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the Metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the public works department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection B below. The community development director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.
- B. The following clearance distances shall be maintained when planting trees:
 - 1. Fifteen feet from streetlights;
 - 2. Five feet from fire hydrants;
 - 3. Twenty feet from intersections;
 - 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.).
- C. All street trees planted in conjunction with development shall be a minimum of ~~two one and one-~~ quarter inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.
- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 12.08 in its entirety to read as herein set out. Former Chapter 12.08, §§ 12.08.010—12.08.050, pertained to similar subject matter, and derived from Ord. No. 08-1014, adopted July 1, 2009.

- E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.
- F. All trees planted beneath powerlines shall be selected based on what is appropriate for the location. In addition, the tree species shall be approved by the associated franchise powerline utility company.
- G. Tree species, spacing and selection for stormwater facilities in the public right-of-way and in storm water facilities shall conform to requirements of OCMC 13.12 and the adopted stormwater and grading design standards and be approved by the city engineer.
- H. Any public or street trees planted within the natural resource overlay district shall conform to the applicable requirements of OCMC 17.49, Natural Resources Overlay District (NROD).

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

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum eight-foot clearance above all sidewalks, ten-foot clearance in clear vision areas pursuant to OCMC 10.32, and fourteen-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. A), 5-3-2023; Ord. No. 25-1004, § 1(Exh. A), 4-16-2025)

12.08.030 Public property tree maintenance.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs in all public rights-of-way and public grounds, as may be necessary to ensure public safety or to preserve and enhance the symmetry or other desirable characteristics of such public areas. The public works department and parks and recreation department may recommend to the community development director the removal of any tree or part thereof which is in an unsafe condition or may be injurious to above or below-ground public utilities, structures or other public improvements. Removed trees shall be replaced in accordance with this chapter or the mitigation requirements of the OCMC 17.49, Natural Resources Overlay District (NROD), if the tree to be removed is within the NROD.

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

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. ~~Tree removal, as defined by OCMC 17.04, of street trees of any diameter, may be authorized through a Tree Permit application process in a form established by the cCity, and~~ shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as ~~determined~~ defined in OCMC 17.04 by a certified arborist and approved by the city manager or designee, may be removed if replaced with one new tree for each dead, diseased, or hazardous tree that is removed.

1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.
 2. All replacement street trees under this section shall have a minimum one and one-quarter to one and one-half inch caliper trunk measured six inches above the root crown.
 3. Dead trees may be verified either by the community development director or by a certified arborist when the community development director cannot make a determination.
- B. Removed street trees – regardless of diameter – that are not determined to be dead, diseased, or hazardous shall be replaced ~~in accordance with~~ to Table 12.08.035. All ~~replacement-replaced~~ street trees shall have a minimum one and one-quarter~~half~~ to one and one-half inch caliper trunk measured six inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
1. Within the right-of-way abutting the same frontage; and
 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the city manager or designee that a sufficient location to replant tree(s) according to subsection C is not available, the city manager or designee may allow:
1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval; or
 - b. On public property, with city manager or designee approval; or
 - c. Within ten feet of the right-of-way in the abutting private yard; or
 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate, to the satisfaction of the city manager or designee, that none of the alternative replanting options in section D.1 is sufficient for replanting.
 - b. Is to be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.
- E. Exceptions:

-
1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.
 2. Trees in planter strips three feet or less in width may be removed without a permit, replacement or fee in lieu of replacement. Trees planted in tree wells → an opening or protected planting area for a single street tree → regardless of the dimensions, are not exempt from permit and replacement requirements.

3. Street trees that are exempt from replacement requirements:

- a. Shall be verified as exempt, and
- b. Are not subject to the fines and penalties in OCMC 12.08.050.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. B), 5-3-2023)

12.08.045 Gifts, fee-in-lieu of planting, and funding.

The city of Oregon City may accept gifts, which are specifically designated for the purpose of planting or maintaining trees within the city. The community development director may allow a fee-in-lieu of planting the tree(s) to be placed into a city fund dedicated to planting trees in Oregon City. The community development director may determine the type, caliper and species of the trees purchased with the fund. The cost of each tree may be adjusted annually based upon current market prices for materials and labor as calculated by the community development director. A separate fund shall be established and maintained for revenues and expenditures created by activities specified in this chapter. The natural resources committee shall have authority on behalf of the city to seek grants and alternative funding for tree projects. Funds from such grant awards shall be administered by the city pursuant to this section.

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

12.08.050 Violation—Penalty. - Enforcement

A. Interpretations.

1. A street tree that is removed, as defined by OCMC 17.04, -without an approved Street Tree Removal Permit will be considered an unpermitted tree removal.
 2. If a street tree is removed without a permit, a violation will be determined by measuring the stump. A stump that is six caliper inches or more in diameter will be considered prima facie evidence of a violation of this chapter.
- a. 3. Proof of violation of this chapter will be deemed prima facie evidence that the property owner is responsible for such violation.

B. Violations.

1. The following are considered violations of the Street Tree Code (Chapter 12.08)
 - a. Removal or Topping. Removal or topping, as defined in Chapter 17.04, of a street tree regulated by Chapter 12.08 without an approved permit from the city.
 - b. Removal – Approved Permit. Removal of a tree in violation of an approved permit.
 - c. Major Pruning without a Permit. Major pruning, as defined in Chapter 17.04 of a street tree or public tree without an approved permit from the city.
- Failure to Comply with Permit. Failure to meet a condition of an approved permit, or to complete the required mitigation as established in this chapter.

-
- d. Damaging a Tree. Topping, improper pruning, or otherwise inflicting willful and negligent damage to a tree crown or roots in a manner inconsistent with ISA Best Management Practices.
 - e. Removal of a Stump. Removal of the stump of a regulated tree removed without a tree removal permit.
 - f. Critical Root Zone Disturbance. Willfully or negligently do the following in the Critical Root Zone: unauthorized ground disturbance or construction activity, including vehicle or equipment access (but excluding access on existing streets or driveways), storage of equipment or materials, including soil, temporary or permanent stockpiling, impervious surfaces, underground utilities, excavation or fill, trenching or other work activities.
 - g. Soil Contamination. Willfully or negligently allow soil contamination (i.e., soil containing construction debris, concrete, garbage, or any other substance that renders the soil inadequate to support healthy tree growth to maturity as determined by a certified arborist) in the soil volume area.
 - h. Interference with the City. No person will prevent, delay, or interfere with city staff while engaging in work activities, including but not limited to inspection of trees subject to the provisions of this chapter, planting, cultivating, mulching, pruning, spraying, or removing any street tree, or public tree.
2. A person violating any provision of this chapter will be subject to a civil infraction as established in Chapter 1.20 of this code, the Code Enforcement process as established in Chapter 1.24 of this code, and any penalties identified in this chapter, subject to the fine amount established by city commission resolution.

2. Penalties

The following penalties apply to violations of the provisions of this chapter:

- 1. A person who violates this chapter, upon conviction thereof, will be subject to a civil infraction penalty as established in chapter 1.20 of this code.
- 1-2. Topping, pruning, or otherwise inflicting willful and negligent damage to a tree.
 - a. A fine up to the amount established in the city commission fee resolution or up to the appraised loss in value of the illegally topped or pruned tree as determined by a certified arborist plus the arborist's reasonable appraisal fee.
 - b. Restoration of the tree crown, trunk, or root system as prescribed by a certified arborist and city.

3. Enhanced Penalties

An increased penalty for the tree removed in violation of this chapter in the amount established by resolution of the city commission or the value of the tree as determined by a certified arborist, whichever is greater, if any of the following apply:

- a. The person has committed a previous violation of a provision of this chapter, or after being informed of the permitting process, removed the street tree without obtaining the proper tree permit; or
- b. The street tree removed was any of the following:
 - i. Twenty-four-inch caliper in diameter or greater, or
 - ii. A heritage tree per OCMC 12.32, or
 - iii. Located within the Willamette River Greenway Overlay District per Chapter 17.48, or

iv. Within the MUD, MUC-1, and MUC-2 zoning districts.

3. General Penalty

- a. A person violating any of the provisions of this chapter will, upon conviction thereof, be punished by a fine not to exceed \$1,000, unless otherwise specified in a city commission-adopted fee resolution.
- b. Each tree and day's' violation of a provision of this chapter constitutes a separate offense.

To: City Commission
From: Pete Walter, Planning Manager / Certified Arborist
Date: 8/24/2026
RE: Reasons to allow smaller caliper tree plantings

Planting smaller caliper trees (1.5 to 2 inches or less in trunk diameter) establishes significantly faster and suffers less transplant shock than larger stock, a concept heavily supported by urban forestry research. [1, 2, 3]. The City already allows replacement street trees of 1.5 inches, with even smaller caliper trees of 1.25 inches establishing even better.

Planning and Parks staff are generally supportive of allowing 1.25 inch caliper trees in both new and replacement street trees. Friends of Trees works with Cities throughout the Willamette Valley and has seen better rates of establishment with smaller diameter nursery stock.

Furthermore, smaller caliper trees are more readily available in nurseries and are cheaper, allowing for greater choice and variety for homeowners.

Why Smaller Caliper Trees Establish Better

- **Root Loss Ratio:** When trees are dug from a nursery (whether balled and burlapped or via tree spade), they lose 80% to 95% of their root system. Smaller trees have a smaller canopy relative to their remaining roots, allowing them to recover hydraulic balance much faster. [3, 4]
- **Survival Rates:** Research highlights vastly superior survival rates in smaller caliper stock. For instance, studies on trees like **red oaks** (*Quercus rubra*) demonstrate dramatically lower mortality in small-caliper plantings compared to large-caliper counterparts facing severe transplant stress. [5]
- **The "Catch-Up" Phenomenon:** Research by urban forestry experts—such as Dr. Gary Watson at the Morton Arboretum and studies associated with Cornell University led by researchers like Dr. Nina Bassuk—shows that smaller trees routinely catch up to or even surpass the size and vigor of larger-caliper trees within a few years of planting. [1, 3, 4, 6]
- **Reduced Aftercare:** Smaller trees require significantly less supplemental irrigation and structural maintenance during their initial years in the landscape compared to high-maintenance mature nursery stock. [1, 2]

The specific research studies, foundational urban forestry literature, and academic institutions that support the findings regarding small-caliper tree establishment are outlined below.

Regional research and guidance from the **Pacific Northwest (PNW)** heavily echo national urban forestry findings. University extension programs, municipal forestry divisions, and regional conservation partnerships in Washington and Oregon strongly advocate for smaller caliper trees to ensure long-term survival in local microclimates.

Key Pacific Northwest Sources & Guidelines

- **Oregon State University (OSU) Extension Service:** In their comprehensive guide *Selecting, Planting, and Caring for a New Tree*, OSU horticulturists emphasize that smaller tree stock is inherently more adaptable. Regional native species—such as the **Oregon white oak** (*Quercus garryana*) and **western crabapple**—have deep rooting strategies that suffer drastically when severed in large-caliper nursery harvesting. [1, 2]
- **Green Seattle Partnership & City Forestry:** The Green Seattle Partnership, which manages extensive urban reforestation projects, explicitly highlights the survival advantages of smaller saplings. Their field guidelines stress that smaller trees are far more resilient against the PNW's increasingly hot, dry summers because their minimal canopy requires less water to sustain while the roots establish in heavy native soils. [1]
- **Washington Department of Natural Resources (WA DNR):** Through the **Webster Forest Nursery**, WA DNR urban forestry programs explicitly advocate for maintaining seedling vigor by planting smaller stock. Their research notes that smaller trees adapt dynamically to regional *Seed Transfer Zones*, outgrowing larger, root-bound container or balled-and-burlapped (B&B) trees within a few seasons. [3, 4]
- **The "Backyard Habitats" Consensus (Portland/Vancouver Metro):** Regional conservation networks, including the **Friends of Backyard Habitats** and **Portland.gov Urban Forestry**, consistently steer homeowners away from larger material. Local experts point out that large-caliper native stock (like 1.5-inch to 2+ inch B&B trees) takes years to overcome transplant shock in clay-heavy soils, whereas smaller potted or bare-root saplings plug into local mycorrhizal networks almost immediately. [5, 6, 7]

PNW Growth Mechanics vs. Caliper Size

The region's unique weather pattern—wet, mild winters followed by intense summer droughts—makes caliper size critical: [1]

- **The Summer Drought Vulnerability:** Large-caliper trees require constant supplemental watering for 2–3 years to avoid drying out under the PNW summer sun. [5, 7]
- **Native Clay Soil Adaptability:** Smaller saplings adjust much better to unamended native soils (like the Willamette Valley's heavy clay). Larger trees often experience the "pot in the ground" effect, where their massive root balls fail to break out into dense local soil. [5, 8, 9]

[1] <https://greenseattle.org>

[2] <https://extension.oregonstate.edu>

[3] <https://www.reddit.com>

[4] <https://dnr.wa.gov>

[5] <https://thenurseryoutlet.us>

[6] <https://www.portland.gov>

[7] <https://www.facebook.com>

[8] <https://extension.oregonstate.edu>

[9] <https://xeraplants.com>

1. Dr. Gary Watson's Establishment Timeline Formula

The primary mathematical model supporting this difference comes from the landmark research of Dr. Gary Watson at the Morton Arboretum. His studies established the widely accepted industry rule of thumb for temperate climates: **A transplanted tree requires approximately 1 year of establishment time per inch of trunk caliper.** [1]

- A **1.25-inch tree** takes about **15 months** to fully regenerate its roots and resume normal canopy growth.
- A **1.5-inch tree** takes about **18 months** to recover.
- *The Clay Variable:* In heavy clay, root growth rates slow down because of limited soil oxygen and physical compaction. In dense clay, the timeline can stretch to **1.5 years per inch**, widening the establishment gap between the two sizes by several extra months.

Chapter 1.16 GENERAL PENALTY

1.16.010 Penalty.

- A. Any person convicted of a violation of Section 9.04.010 and Chapters 6.04, 9.08, 9.12 except for Sections 9.12.020 through .027, 9.16, 9.20 and 9.24 of this code shall be fined in a sum not to exceed five thousand dollars and/or confinement in jail not to exceed one year. In the event the section violated contains the identical elements of criminal conduct as a state statute, the penalty imposed may not exceed the maximum limits permitted for violation of the state statute.
- B. Any person convicted of an offense which by state statute is made subject to the jurisdiction of the municipal court shall be subject to fine and/or imprisonment as provided in the applicable state statute, not to exceed the foregoing limits.
- C. Any person convicted of the violation of any other section of the code shall be fined not more than three hundred dollars, unless otherwise specified in this code.
- D. In addition to the above penalties, the municipal judge may assess reasonable court costs upon conviction.

(Ord. 94-1032 §1, 1994; prior code §1-4-1)

(Ord. No. 15-1008, § 4, 7-1-2015)

1.16.020 Application.

- A. The penalty provided in this chapter shall be applicable to every section of this city code the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this city code where any duty is prescribed or obligation imposed, or where any act which is of a continuing nature or declared to be unlawful, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this city code.
- B. In all cases where the same offense is made punishable or is created by different clauses or sections of this city code the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.
- C. Whenever the doing of any act or the omission to do any act constitutes a breach of any section or provision of this city code and there shall be no fine or penalty specifically declared for such breach, the provisions of this chapter shall apply and a separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.

(Prior code §1-4-5)

1.16.030 Liability of officers.

No provision of this city code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the

intention of the governing body to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

(Prior code §1-4-6)

1.16.040 Extension of police power beyond city limits.

All police and penal provisions of this code, necessary to protect property and preserve peace and order now in force and also those hereinafter enacted, applicable within the city shall apply with equal force and effect to all lands owned or controlled by the city located outside the boundaries of the city and the penalties of fine and imprisonment and the right to make arrests and serve process shall likewise apply.

(Prior code §1-4-7)

Chapter 1.20 CIVIL INFRACTIONS

1.20.010 Purpose and applicability.

This chapter provides a process for enforcing the requirements of the municipal code and any order, permit or decision issued by the city pursuant to the municipal code. The process set forth herein is designed to provide prompt notice to property owners and others that appear to be in violation of the municipal code and to guarantee those accused of a code violation the right to a trial in municipal court of the opportunity to be heard by the code hearings officer. The process is designed to provide some measure of certainty to the citizens of Oregon City that code violations will be addressed in a timely manner and to ensure that the due process rights of those accused of violations are protected. This chapter shall apply to all violations of any provision of the Oregon City Municipal Code, except for those matters within the authority of the Oregon City police department under Title 9, Public Peace, Morals and Welfare. To the extent provided by law, violations of the Oregon City Municipal Code may also be enforced through the provisions of Chapter 1.16 or Chapter 1.24.

(Ord. 99-1004 §2, 1999; Ord. 95-1028 §2 (part), 1995)

1.20.020 Definitions.

For the purposes of this Chapter:

"Civil infraction" means the violation of any provision of the Oregon City Municipal Code or the failure to comply with any lawful requirement imposed, order issued or decision rendered, by an authorized city employee or decision maker.

"Officer" means a sworn peace officer, the code compliance officer, or that person's designee.

"Respondent" means any individual, corporation, partnership, unincorporated association or other entity alleged to have committed a civil infraction.

(Ord. 95-1028 §2 (part), 1995)

1.20.030 Issuance of permits and licenses.

- A. No license, permit or approval for the construction, occupation or use of a property, building, structure or business shall be issued unless it has first been determined that such building, structure or business or use as

proposed, and the land upon which it is proposed to be located complies with all applicable provisions of this Code and state law, or is exempt from the same.

- B. Failure to obtain a license or permit as required by this code shall constitute a civil infraction. Violation of any provision of this code, enforced under this chapter, may constitute grounds for cancellation, nonrenewal or denial of a license or permit issued under this code.

(Ord. 95-1028 §2 (part), 1995)

1.20.040 Municipal Code violations.

No person shall engage in or cause to occur any development; erect, construct, reconstruct, alter, maintain or use any building, structure or vehicle; or alter or use any land in violation of this code or in violation of any permit or license issued under this code. No person shall fail to pay any charge due the city when such failure to pay is made a civil infraction of this code. Violation of this section is a civil infraction of this code. Each day of such violation shall constitute a separate civil infraction of this code.

(Ord. 95-1028 §2 (part), 1995)

1.20.050 Citation for civil infractions.

Upon a determination by an officer that one or more civil infractions have occurred, the officer shall issue a citation to the person, who in the officer's opinion, is responsible for the activity or failure to act that is deemed to be the civil infraction(s) or the owner or person responsible for the property where the infraction occurred.

(Ord. 95-1028 §2 (part), 1995)

1.20.060 Contents of the civil infraction citation.

- A. The citation for a civil infraction shall include at least the following information:
1. The name and address of the respondent;
 2. The time, date and place the civil infraction was alleged to have occurred;
 3. A statement of the civil infraction(s) alleged to have occurred with a reference to the pertinent Municipal Code Section(s) or other commonly understood reference to the law or ordinance alleged to have been violated.
 4. A certification, made pursuant to ORS 153.995, that the officer issuing the citation has reasonable grounds to believe, and does believe, that the respondent committed the civil infraction, contrary to law. This certificate shall be deemed equivalent to a sworn complaint.
- B. A uniform traffic citation and complaint shall be an acceptable form for a civil infraction citation.

(Ord. 95-1028 §2 (part), 1995)

1.20.070 Municipal court proceeding.

The municipal court shall have jurisdiction over all civil infractions under this chapter. The code hearings officer is an officer of the municipal court and may preside over hearings on civil infractions to the extent provided by law.

(Ord. 99-1004 §3, 1999: Ord. 95-1028 §2 (part), 1995)

1.20.080 Nuisance abatement by the city and cost recovery.

- A. Upon a finding that the respondent committed the civil infraction as alleged, the municipal court may declare that the civil infraction is a nuisance, in which case, the municipal court may order the respondent to abate or otherwise remedy the nuisance. In the event the respondent fails to so abate or remedy the nuisance within ten days, the city may, without further proceedings, have the nuisance abated or remedied. The city's expenses incurred in undertaking such action may be levied against the respondent or owner of the subject property. If the amount of the city's levy is not paid within thirty days of presentment to the respondent, the city may record the levy as a lien against real property of the respondent or owner of the subject property.
- B. With or without the respondent having first appeared, the municipal court may order the summary abatement of the activity alleged in the civil infraction citation upon a finding that:
 - 1. An imminent and substantial threat to the public health, safety or welfare exists by virtue of the alleged action or inaction; and
 - 2. Immediate abatement of the nuisance is necessary to prevent the threatened harm to the public health, safety or welfare.
- C. Upon the issuance of a summary abatement order under this subsection, the city may, without further proceedings, take whatever steps are necessary to abate or remedy the nuisance that is the basis for the citation. The city's expenses incurred in undertaking such action may be levied against the respondent or owner of the subject property. If the amount of the city's levy is not paid within thirty days of presentment to the respondent, the city may record the levy as a lien against real property of the respondent or owner of the subject property.

(Ord. 95-1028 §2 (part), 1995)

1.20.090 Fines.

- A. Upon conviction of an infraction of any provision of the Municipal Code, the court may impose a maximum civil penalty of three hundred dollars (\$300.00).
- B. Each day of violation shall constitute a separate civil infraction.
- C. The penalties provided in this section are in addition to, and not in lieu of, any other remedy provided by law, including, but not limited to revocation or nonrenewal of a permit or license, injunction, abatement or civil damages as provided by this code or state law.

(Ord. 95-1028 §2 (part), 1995)

Chapter 1.24 CODE ENFORCEMENT

1.24.010 Purpose.

The purpose of this chapter is to provide for the prompt, effective and efficient enforcement of the city code so as to carry out the policies of the city as they are embodied elsewhere in this code; to provide a fast, fair, and impartial adjudication of the alleged city code violations; and to provide persons adversely impacted by administrative determinations and decisions with an effective and impartial appeal and review of the legality and appropriateness of the determination.

(Ord. 99-1004 §1 (part), 1999)

1.24.020 Code hearings officer established-Appointment and removal.

- A. The office of code hearings officer is created as an officer of the municipal court. The code hearings officer shall act on behalf of the city in considering and applying regulatory enactments and policies pertaining to the matters set forth in other sections of the city code.
- B. The code hearings officer shall be appointed by the city commission with the advice of the city manager for a fixed term which shall not exceed two years. The code hearings officer may be removed for cause by the city commission, which may appoint an agent to make a recommendation on such removal to the commission.
- C. The city commission may provide for additional code hearings officers for specific hearings or to assist the appointed code hearings officer in the discharge of the duties of the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.030 Jurisdiction.

The code hearings officer shall have jurisdiction over all cases submitted in accordance with the procedures and under the provisions of this chapter.

(Ord. 99-1004 §1 (part), 1999)

1.24.040 Definitions.

"Code hearings officer" means the code hearings officer appointed pursuant to Section 1.24.020 to act as code hearings officer in a particular proceeding or group of proceedings.

"Party" means:

- 1. The city of Oregon City;
- 2. Any person named by the city as a respondent in the complaint;
- 3. Any person requesting and permitted by the code hearings officer to be a party to an appeal hearing; and
- 4. Any person requesting to participate at the hearing as a party or a limited party which the code hearings officer determines has an interest in the result of the proceeding or represents a public interest in such result.

"Respondent" means the party or parties which the city alleges, in the complaint, to have committed a violation of city code or to be responsible for such violation.

"City agency" means and includes any division, board, committee, officer, agent, or employee of the city of Oregon City.

"Decision or determination means and includes any decision, determination, order, or other action of any city agency.

(Ord. 99-1004 §1 (part), 1999)

1.24.050 Enforcement.

- A. The city may initiate appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of the code hearings officer, including, but not limited to, a suit or action to obtain judgment for any civil penalty imposed by an order of the code hearings officer pursuant to this chapter and for any assessment for costs or penalties imposed pursuant to this chapter.
- B. Unless authorized by the code hearings officer, it is unlawful for any person to knowingly enter or remain in any building or structure that the code hearings officer has ordered vacated. In addition to any civil penalties imposed, any person knowingly entering or remaining in such building or structure shall, upon conviction, be punished by a fine as otherwise provided by this chapter.

(Ord. 99-1004 §1 (part), 1999)

1.24.060 Authority of the code hearings officer to adopt rules, procedures and forms.

- A. In addition to any procedure set forth elsewhere in this chapter, code enforcement proceedings before the code hearings officer shall be conducted in accordance with the procedure set forth in this chapter. The code hearings officer may promulgate rules and regulations, not inconsistent with this chapter, concerning procedure and the conduct of hearings.
- B. The code hearings officer is authorized to adopt rules, procedures, and forms to implement the provisions of this chapter.
- C. Copies of all rules shall be filed with the city recorder and shall be made available to the public upon request and payment of the costs of providing the public record.

(Ord. 99-1004 §1 (part), 1999)

1.24.070 Initiation of proceeding.

- A. A proceeding before the code hearings officer may be initiated only as specifically authorized elsewhere in this chapter.
- B. Except as otherwise provided in this chapter, a proceeding before the code hearings officer shall be initiated only by the city filing a complaint with the office of the code hearings officer on forms provided by that office. The complaint shall contain:
 - 1. The name(s) of the respondent(s);
 - 2. The address or location at which the violation is alleged to have occurred;
 - 3. A short and plain statement of the alleged violation(s), including a reference to the particular statutes, city code chapter, rules or regulations involved;
 - 4. The nature of the relief sought by the city;
 - 5. The city agency initiating the proceeding and the name, title, and signature of the person initiating the proceeding on behalf of the city;
 - 6. Such other information as the code hearings officer may require.

(Ord. 99-1004 §1 (part), 1999)

1.24.080 Setting of hearings.

- A. Upon filing a complaint, the code hearings officer shall specify a time, date, and place for a public hearing on the complaint and the matters alleged therein.
- B. The date set for hearing shall be not less than fourteen days nor more than thirty days after the date the complaint is filed, except that the code hearings officer may specify a date for hearing less than fourteen days after the complaint is filed where it appears that the alleged violation poses an immediate and serious hazard to the public health, safety, or welfare or to the life, health, safety, welfare, or property of any person.
- C. The code hearings officer may postpone, continue, set over, or reschedule any hearing with the consent of all parties or on the motion of any party for good cause shown.

(Ord. 99-1004 §1 (part), 1999)

1.24.090 Notice of hearing.

- A. The code hearings officer shall give notice of the hearing, together with a copy of the complaint, to the respondent(s) and all other parties not less than five calendar days prior to the date set for hearing except that the code hearings officer may set a shorter period when it appears that the alleged violation poses an immediate and serious hazard to the public health, safety, or welfare or the life, health, safety, welfare, or property of any person.
- B. The notice of hearing shall specify the time, date, and place set for the hearing.
- C. Notice may be given by any method or combination of methods which, under the circumstance, is reasonably likely to apprise the parties of the hearing. Notice may be given by:
 - 1. Personally delivering the notice to the party or parties; or
 - 2. Mailing the notice by United States mail, postage prepaid, and addressed to the residence or business address of the party or parties; or
 - 3. Any method authorized by the Oregon Rules of Civil Procedure for the service of summons; or
 - 4. Any other method authorized by the code hearings officer by rule or otherwise. If notice is given by mail, such notice shall be deemed given and received three days (Sundays and holidays not included) after the notice is deposited in the United States mail.
- D. Notice of the hearing and a copy of the complaint shall also be given to:
 - 1. The tenants, residents, and lessees of any building, property or structure if the city has requested in the complaint the vacation, closure or demolition of the building, property or structure or if the code hearings officer determines that such vacation, closure or demolition is a reasonably possible outcome of the proceeding;
 - 2. Any other person to whom it reasonably appears to the code hearings officer to have an interest in the property involved or who reasonably appears may be adversely affected by any determination, decision or order of the code hearings officer;
 - 3. Any person who has requested such notification in writing and has paid the administrative fee imposed by the city for such notice;

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- a. The code hearings officer may provide by rule for the manner and means of giving notice to such persons in a manner reasonably calculated to provide such persons with actual notice of the proceedings.
 - E. Failure of any person to receive actual notice of the proceeding shall not invalidate the hearing or any determination, decision or order of the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.100 Notice-Rights-Procedure.

- A. Prior to the commencement of a contested hearing, the code hearings officer shall inform each party to the hearing of the following matters:
 - 1. A general description of the hearing procedure including the order of presentation of evidence, what kinds of evidence are admissible, whether objections may be made to the introduction of evidence and what kind of objections may be made, an explanation of the issues involved in the hearing, and the burdens of proof or burdens of going forward with the evidence;
 - 2. That a record will be made of the proceedings, the manner of making the record and its availability to the party or parties;
 - 3. The function of the record-making with respect to the perpetuation of the testimony and evidence and with respect to any appeal from the determination or order of the code hearings officer;
 - 4. Whether an attorney will represent the city in the matters to be heard and whether the parties ordinarily and customarily are represented by an attorney;
 - 5. The title and function of the code hearings officer, including the effect and authority of the code hearings officer's determination;
 - 6. In the event a party is not represented by an attorney, whether the party may, during the course of proceedings, request a recess if at that point the party determines that representation by an attorney is necessary to the protection of the party's rights;
 - 7. Whether there exists an opportunity for an adjournment at the end of the hearing if a party then determines that additional evidence should be brought to the attention of the code hearings officer and the hearing reopened;
 - 8. Whether there exists an opportunity after the hearing and prior to the final determination or order of the code hearings officer to review and object to any proposed findings of fact, conclusions of law, summary of evidence, or order of the code hearings officer;
 - 9. A description of the appeal or judicial review process from the determination or order of the code hearings officer;
 - 10. The code hearings officer shall insure that the record developed at the hearing shows a full and fair inquiry into the facts necessary for consideration of all issues properly before the code hearings officer.
- B. The information required to be given to a party to a hearing under subsection A of this section may be given in writing or orally before commencement of the hearing.
- C. Failure to give notice of any item specified in subsection A of this section shall not invalidate any determination or order of the code hearings officer unless on appeal from or review of the determination or order, a court finds that the failure affected the substantive rights of the complaining party or parties. In the event of such a finding, the court shall remand the matter to the code hearings officer for a reopening of the

hearing and shall direct the code hearings officer as to what steps shall be taken to remedy the prejudice to the rights of the complaining party or parties.

(Ord. 99-1004 §1 (part), 1999)

1.24.110 Hearings procedure.

- A. Unless precluded by law, informal disposition of any proceeding may be made in writing, with or without a hearing, by stipulation, consent order, agreed settlement, or default.
 - 1. An order that incorporates the informal disposition is a final order; however, such an order is not subject to judicial review.
 - 2. After issuance of notice of hearing, no building occupied as a residential structure may be vacated based on an informal disposition unless such vacation is approved by the code hearings officer.
- B. Parties may elect to be represented by counsel and to respond to and present evidence and argument on all issues involved.
- C. An order adverse to any party may be issued upon default only upon a prima facie case made on the record before the code hearings officer.
- D. Testimony shall be taken upon oath or affirmation of the witness from whom received. The code hearings officer may administer oaths or affirmations to witnesses.
- E. The code hearings officer shall place on the record a statement of the substance of any written or oral ex parte communications made to the code hearings officer on a fact in issue during the pendency of the proceedings. The code hearings officer shall notify the parties of the communication and of their right to rebut such communications.
- F. The record in a proceeding before the code hearings officer shall include:
 - 1. All pleadings, motions, and intermediate rulings;
 - 2. Evidence received or considered;
 - 3. Stipulations;
 - 4. A statement of matters officially noticed;
 - 5. A statement of any ex parte communications on a fact in issue made to the code hearings officer during the pendency of the proceedings;
 - 6. Proposed findings and exceptions; and
 - 7. Any proposed, intermediate, or final order prepared by the code hearings officer.
- G. A verbatim, written, mechanical, or electronic record shall be made on all motions, rulings, and testimony. The record need not be transcribed unless requested for purposes of court review. The city may charge the person requesting transcription, the costs of the same. The code hearings officer may reduce or eliminate the charge for transcription upon the filing of an appropriate affidavit of indigency.

(Ord. 99-1004 §1 (part), 1999)

1.24.120 Discovery.

- A. The code hearings officer may, by rule, prescribe methods of discovery which may be used in proceedings before the code hearings officer.

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- B. Subject to the public records and evidence laws of this state, parties shall be entitled to review any record held by the city and found by the code hearings officer to be relevant and material to the proceedings. The cost of providing such records shall be paid by the requesting party unless those costs are waived by the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.130 Limitation on discovery of documents and things.

The code hearings officer shall not enter any order requiring any party to procure any document or thing which is privileged under the rules of privilege recognized by law or which is exempt from disclosure under the Oregon Public Records Law.

(Ord. 99-1004 §1 (part), 1999)

1.24.140 Evidence.

- A. Irrelevant, immaterial, or duly repetitious evidence shall be excluded. Erroneous rulings on evidence shall not preclude action by the code hearings officer on the record unless shown to have substantially prejudiced the rights of an objecting party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. Objections to evidentiary offers may be made and shall be noted in the record. The code hearings officer shall give effect to the rules of privilege recognized by law. Any part of the evidence may be received in written form.
- B. All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in subsection D of this section, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies of excerpts, or by incorporation by reference. The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position.
- C. Every party shall have the right of cross-examination of witnesses who testify and shall have the right to submit rebuttal evidence.
- D. The code hearings officer may take notice of judicially cognizable facts, and the code hearings officer may take official notice of general, technical, or scientific facts within the specialized knowledge of city employees. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision, of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.
- E. No sanction shall be imposed or order issued except upon consideration of the whole record as supported by, and in accordance with reliable, probative, and substantial evidence.
- F. The city may be represented by the city attorney in any proceedings before the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.150 Continuance of tenancy.

After issuance of a notice of hearing, and until such time as the code hearings officer issues a final decision, neither the respondent(s) nor the city official initiating the hearing shall take any action that results in the vacation of a building used for residential occupancy without the permission of the code hearings officer, except that in cases where buildings are found to be imminently hazardous, the building official or fire marshal may order the building vacated if no other reasonable means are available to eliminate the imminent hazard.

(Ord. 99-1004 §1 (part), 1999)

1.24.160 Interim, proposed, consent and final orders.

- A. The code hearings officer may enter an interim order, effective for a period not to exceed ninety days, when the code hearings officer finds that such relief is justified to protect public health or safety before a final hearing on the merits. The interim order may include an order to abate, repair or comply and shall be treated for purposes of this chapter as a final order. Before entering such an order, the code hearings officer shall provide the respondent(s) with an opportunity to be heard as may be available in the circumstances.
- B. In those cases in which it is appropriate, the code hearings officer may prepare and mail to all parties, a proposed order including findings of fact and conclusions of law. Such a proposed order shall become final on the date specified in the order, which date shall not be less than fourteen days after such mailing, unless the code hearings officer finds that an existing violation is imminently dangerous to the health, safety, or property of any person or of the public, in which case the order may specify an earlier date.
- C. The code hearings officer may order dismissal or grant other relief in a case if the city representative and the respondent(s) consent and shall, in such cases, set forth the terms of such dismissal or relief as the parties and the code hearings officer have agreed. A consent order may provide for a continuing obligation on the part of the parties and be a separate ground for complaint if such obligation is violated.
- D. The code hearings officer shall terminate all cases with a final order, whether dismissing or ordering relief in such cases through consent or otherwise.

(Ord. 99-1004 §1 (part), 1999)

1.24.170 Orders.

- A. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
- B. Unless otherwise stipulated, a final order shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the code hearings officer's order. The findings of fact and conclusions of law may be orally stated on the record by the code hearings officer and those findings and conclusions incorporated in the written order by reference.
- C. The code hearings officer shall notify the parties to a proceeding of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to each party or, if applicable, the party's attorney of record.
- D. Every final order shall include a citation of the chapter under which the order may be appealed or judicially reviewed.

(Ord. 99-1004 §1 (part), 1999)

1.24.180 Petitions for reconsideration, rehearing.

- A. A party or parties may file a petition for reconsideration or rehearing on a final order with the code hearings officer within thirty days after the order is mailed.
- B. The petition shall set forth the specific ground or grounds for requesting the reconsideration or rehearing. The petition may be supported by written argument.

(Supp. No. 50)

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- C. The code hearings officer may grant a request for reconsideration if good and sufficient reason therefor appears. If the petition is granted, an amended order shall be issued.
 - D. The code hearings officer may grant a rehearing petition if good and sufficient reason therefor appears. The rehearing may be limited by the code hearings officer to specific matters. If a rehearing is held, an amended order may be issued.
 - E. The code hearings officer, at any time, and upon a showing of due diligence, may set aside, modify, vacate or stay any final order, or re-open any proceedings for additional hearing when necessary to prevent a clear and manifest injustice to a party or parties or other person adversely affected by such order.

(Ord. 99-1004 §1 (part), 1999)

1.24.190 Judicial review.

Review of the final order of a code hearings officer under this title by any aggrieved party, including the city, shall be solely and exclusively by writ of review to the circuit court of Clackamas County, Oregon, as provided in ORS 34.010-34.100.

(Ord. 99-1004 §1 (part), 1999)

1.24.200 Order to comply-Abatement and repair.

- A. The code hearings officer may order a party or parties found in violation of the city code or any applicable rule or regulation issued thereunder to comply with the provisions of the code or the applicable rule or regulation within such time as the code hearings officer may by order allow. The order may require such party or parties to do any and all of the following:
 - 1. Make any and all necessary repairs, modifications, or improvements to the structure, real property, or equipment involved;
 - 2. Abate or remove any nuisance;
 - 3. Change the use of the building, structure, or real property involved;
 - 4. Install any equipment necessary to achieve compliance;
 - 5. Pay to the city a civil penalty of up to one thousand dollars per day or such greater amount as may be authorized by this code or any rules or regulations adopted thereunder;
 - 6. Undertake any other action reasonably necessary to correct the violation or mitigate the effects thereof.
- B. In the event any party fails to comply with any provision of an order of the code hearings officer, except a provision requiring the payment of a civil penalty only, the code hearings officer may authorize the city to undertake such actions as the code hearings officer may determine are reasonably necessary to correct the violation or eliminate or mitigate the effects thereof. The city's reasonable costs of such actions may be recovered against the affected real property pursuant to this chapter or by any means provided by law.
- C. The code hearings officer, in addition to the powers set out in subsections A and B of this section, in an appropriate case, may:
 - 1. Authorize the appropriate officer or agent of the city to act pursuant to the code;
 - 2. Provided notice has been given to tenants, residents, and lessees, order a building or structure vacated or demolished when it reasonably appears that such measures are reasonably required to protect the

health, safety, or property or the general public, the residents of the structure, or that of adjacent landowners and residents. Where vacation or demolition is ordered, the code hearings officer may direct that the person found in violation of the code undertake any and all interim measures as may be necessary to protect the health, safety, or property or the general public;

3. Act as the building code board of appeals in a case already before the code hearings officer and which requires interpretation of this code;
4. Require the party or parties found in violation of this code to prepare a cost estimate of the repairs made necessary to achieve compliance with the code and the impact of these repairs will have on the cost of doing business and, if applicable, future rent levels. In assessing the cost estimate under this subsection, the code hearings officer may require the person found in violation to contact public and private agencies, institutions, and other sources of property improvement funds to determine the availability of funds needed for repairs.

(Ord. 99-1004 §1 (part), 1999)

1.24.210 Assessments.

- A. Costs incurred by the city for any actions authorized by the code hearings officer pursuant to this chapter and any civil penalty imposed as a result of an order of the code hearings officer shall be an assessment lien upon the property subject to the order.
- B. If a residential structure is ordered vacated pursuant to this code and the city relocates the tenants of such property, then the cost incurred by the city for relocating the tenants as provided by state law shall be an assessment lien upon the property vacated and from which the tenants are relocated.
- C. The city agency incurring such costs shall furnish a statement of such costs to the owner, in person or by United States mail, postage prepaid and addressed to the owner(s) at the owner(s) residence or place of business, and shall file a copy of such statement for the code hearings officer with proof of service attached. If no objection to such statement is filed with the office of the code hearings officer within fifteen days from the date of service or mailing, the code hearings officer shall certify such statement and forward the same to the city recorder who shall forthwith cause the lien to be recorded in the manner of all city liens.
 1. If an objection to the statement is received within the fifteen-day period, the code hearings officer shall schedule and hold an appeal hearing pursuant to this chapter and the rules adopted by the code hearings officer thereunder. After the hearing, the code hearings officer shall certify such statement, or so much of it as he determines is correct and proper, and forward it to the city Recorder who shall cause it to be recorded in the manner of all city liens.
 2. The code hearings officer shall certify to the city recorder the amount of any civil penalty imposed under any order of the code hearings officer and the city recorder shall cause the certification to be recorded in the manner of all city liens. The lien imposed for the civil penalty shall be in addition to any lien imposed for costs actually incurred by the city.
 3. The city agency incurring costs or providing services may file separate statements for the costs and services furnished as each is incurred or provided.
 4. Liens imposed pursuant to this title shall be collected in all respects as provided for this code and state law.
- D. In addition to the lien imposed under this section, any person found to be in violation of the code by the code hearings officer shall be personally liable for costs incurred by the city pursuant to this chapter and for any civil penalty imposed by order of the code hearings officer. In cases of persons found to be in violation of

this chapter as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly have committed the violation.

1. The civil penalty shall be as set forth in the city code, except if no penalty is stated, the code hearings officer may assess a civil penalty of not more than three hundred dollars.

(Ord. 99-1004 §1 (part), 1999)

1.24.220 Jurisdiction of appeals.

- A. Whenever, pursuant to any portion of this code, a person has the right of appeal to the code hearings officer from any city agency decision or determination, such appeal shall be in accordance with the procedures and under the conditions set forth in this chapter.
- B. No person shall have a right of appeal to the code hearings officer unless the right of appeal is expressly provided for in this code.

(Ord. 99-1004 §1 (part), 1999)

1.24.230 Initiation of appeals.

- A. Unless otherwise specified in this code, a request for an appeal hearing shall be filed within ten days after the date of the decision or determination.
- B. The request for an appeal hearing shall be in writing and shall contain either a copy of, or a full and complete description of, the decision or determination appealed from and a statement of grounds upon which it is contended that the decision or determination is invalid, unauthorized, or otherwise improper, together with such other information as the code hearings officer may by rule require. The code hearings officer may specify and provide hearing request forms to be used by persons requesting hearings.

(Ord. 99-1004 §1 (part), 1999)

1.24.240 Hearings.

- A. Upon receipt of a request for hearing, the code hearings officer shall schedule and hold an appeal hearing within thirty days after receipt of such request.
- B. Notice of the time, date, and place of hearing shall be given to the person requesting the hearing and to the city agency whose decision or determination is being appealed. Notice may also be given to any person who reasonably appears may be adversely affected should the decision or determination not be sustained after hearing. The code hearings officer may provide by rule for the manner of providing notice to such persons.
- C. The time for hearing may be extended by the code hearings officer for good cause shown, upon such terms and conditions as the code hearings officer shall deem just and appropriate.

(Ord. 99-1004 §1 (part), 1999)

1.24.250 Hearings procedure.

- A. Hearings shall be conducted in accordance with the procedures set forth in this title.
- B. With the consent of all parties, the code hearings officer may determine the matter without hearing upon the record.

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- C. The code hearings office may sustain, modify, reverse, or annul the decision or determination appealed from or the code hearings officer may remand the decision or determination to the city agency for such reconsideration, additional consideration, or further action as the code hearings officer may direct.
 - D. The decision or determination appealed from shall be reviewed de novo by the code hearings officer.
- (Ord. 99-1004 §1 (part), 1999)

1.24.260 Review of code hearings officer's final order.

The determination of the code hearings officer in an appeal is a quasi-judicial decision and is not appealable to the city commission; appeals from any final order by the code hearings officer shall be by writ of review to the circuit court of Clackamas County, Oregon, as provided in ORS 34.010-34.100.

(Ord. 99-1004 §1 (part), 1999)

Chapter 12.08 PUBLIC AND STREET TREES¹

12.08.010 Purpose.

The purpose of this chapter is to:

- A. Develop tree-lined streets to protect the living quality and beautify the city;
- B. Establish physical separation between pedestrians and vehicular traffic;
- C. Create opportunities for solar shading;
- D. Improve air and water quality; and
- E. Increase the community tree canopy and resource.

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

12.08.015 Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the Metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the public works department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection B below. The community development director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.
- B. The following clearance distances shall be maintained when planting trees:
 - 1. Fifteen feet from streetlights;
 - 2. Five feet from fire hydrants;
 - 3. Twenty feet from intersections;
 - 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.).
- C. All street trees planted in conjunction with development shall be a minimum of two inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 12.08 in its entirety to read as herein set out. Former Chapter 12.08, §§ 12.08.010—12.08.050, pertained to similar subject matter, and derived from Ord. No. 08-1014, adopted July 1, 2009.

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- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.
 - E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.
 - F. All trees planted beneath powerlines shall be selected based on what is appropriate for the location. In addition, the tree species shall be approved by the associated franchise powerline utility company.
 - G. Tree species, spacing and selection for stormwater facilities in the public right-of-way and in storm water facilities shall conform to requirements of OCMC 13.12 and the adopted stormwater and grading design standards and be approved by the city engineer.
 - H. Any public or street trees planted within the natural resource overlay district shall conform to the applicable requirements of OCMC 17.49, Natural Resources Overlay District (NROD).

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

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum eight-foot clearance above all sidewalks, ten-foot clearance in clear vision areas pursuant to OCMC 10.32, and fourteen-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. A), 5-3-2023; Ord. No. 25-1004, § 1(Exh. A), 4-16-2025)

12.08.030 Public property tree maintenance.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs in all public rights-of-way and public grounds, as may be necessary to ensure public safety or to preserve and enhance the symmetry or other desirable characteristics of such public areas. The public works department and parks and recreation department may recommend to the community development director the removal of any tree or part thereof which is in an unsafe condition or may be injurious to above or below-ground public utilities, structures or other public improvements. Removed trees shall be replaced in accordance with this chapter or the mitigation requirements of the OCMC 17.49, Natural Resources Overlay District (NROD), if the tree to be removed is within the NROD.

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

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Tree removal shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as determined by a certified arborist and approved by the city manager or designee, may be removed if replaced with one new tree for each dead, diseased, or hazardous tree that is removed.

1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.
 2. All replacement street trees under this section shall have a minimum one and one-half inch caliper trunk measured six inches above the root crown.
- B. Removed trees that are not determined to be dead, diseased, or hazardous shall be replaced in accordance with Table 12.08.035. All replaced street trees shall have a minimum one and one-half inch caliper trunk measured six inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
1. Within the right-of-way abutting the same frontage; and
 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the city manager or designee that a sufficient location to replant tree(s) according to subsection C is not available, the city manager or designee may allow:
1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval; or
 - b. On public property, with city manager or designee approval; or
 - c. Within ten feet of the right-of-way in the abutting private yard; or
 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate, to the satisfaction of the city manager or designee, that none of the alternative replanting options in section D.1 is sufficient for replanting.

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- b. Is to be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.

E. Exceptions:

1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.
2. Trees in planter strips three feet or less in width may be removed without replacement or fee in lieu of replacement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. B), 5-3-2023)

12.08.045 Gifts, fee-in-lieu of planting, and funding.

The city of Oregon City may accept gifts, which are specifically designated for the purpose of planting or maintaining trees within the city. The community development director may allow a fee-in-lieu of planting the tree(s) to be placed into a city fund dedicated to planting trees in Oregon City. The community development director may determine the type, caliper and species of the trees purchased with the fund. The cost of each tree may be adjusted annually based upon current market prices for materials and labor as calculated by the community development director. A separate fund shall be established and maintained for revenues and expenditures created by activities specified in this chapter. The natural resources committee shall have authority on behalf of the city to seek grants and alternative funding for tree projects. Funds from such grant awards shall be administered by the city pursuant to this section.

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

12.08.050 Violation—Penalty.

The violation of any provision of this chapter shall constitute a civil infraction, subject to code enforcement procedures of OCMC 1.16 and/or OCMC 1.20.

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