



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, December 21, 2022 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

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

- Pursuant to ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- Attend in person, location listed above*
- Register to provide electronic testimony (email recorderteam@orcite.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orcite.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

- 1. CONVENE MEETING AND ROLL CALL**
- 2. FLAG SALUTE**
- 3. CEREMONIES AND PROCLAMATIONS**
- 4. INTERVIEWS**

[4a.](#) Interview for Historic Review Board Applicant Tim Powell

- 5. CITIZEN COMMENTS**

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

6. PRESENTATIONS

7. ADOPTION OF THE AGENDA

8. CONSENT AGENDA

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

[8a.](#) Resolution No. 22-37, Certifying the Election Results for the November 8, 2022 General Election

[8b.](#) First Amendment to the T-Mobile West, LLC Site Lease at Boynton Reservoir

[8c.](#) Contract with Axon Enterprise, Inc. for Fleet 3 In-Car Video Cameras, Associated Hardware, and Services

[8d.](#) Additional Parking Kiosk Replacement Purchase Per Commission Request

9. PUBLIC HEARINGS

[9a.](#) Resolution No. 22-38, Supplemental Budget for the 2021-23 Biennium

[9b.](#) Second Reading of Ordinance No. 22-1009, Replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003)

10. GENERAL BUSINESS

11. COMMUNICATIONS

City Manager

Commissioners

Mayor

12. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 12/21/2022

SUBJECT:

Interview for Historic Review Board Applicant Tim Powell

BACKGROUND:

With the passage of Ballot Measure 3-580, the City Commission appoints the members of the Planning Commission (PC) and the Historic Review Board (HRB). On November 16, 2022, the City Commission approved Resolution 22-35, which outlines the process to appoint members under the new charter amendment. The vote to appoint any applicants will occur January 4, 2023.

On December 13, 2022, the City Commission interviewed applicants for the PC and HRB. Tim Powell was unable to attend that evening, so we have scheduled his interview tonight.

OPTIONS:

1. Conduct the interview for Tim Powell



CITY OF OREGON CITY
Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 12/21/2022

SUBJECT:

Resolution No. 22-37, Certifying the Election Results for the November 8, 2022 General Election

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 22-37, Certifying the Election Results for the November 8, 2022 General Election.

EXECUTIVE SUMMARY:

There was a General Election held on November 8, 2022. The certified results were received from Clackamas County – Elections Division on Tuesday, December 6, 2022. The Commission is now asked to certify those results and make them a part of their proceedings through this resolution.

BACKGROUND:

On November 8, 2022, Oregon City voters cast votes for the positions of Mayor and two City Commissioner positions. The Oregon City Charter of 1982, Chapter 6, Elections, Section 27, Canvass of Returns, states in part the following:

"...The results of all elections shall be entered into the record of the proceedings of the Commission. The entry shall state the total number of votes cast at the election, the votes cast for each person and for and against each proposition..."

On the December 21, 2022 City Commission agenda is the Canvass of Votes as prepared by the Office of the Clackamas County Clerk - Elections Division and which is on file with the City Recorder. The Canvass shows the following outcome of votes for the ballot measures.

Mayor	
Denyse McGriff	10,128
Dan Berge	5,043
City Commissioner	
Adam Marl	6,781
Rocky Smith Jr.	6,285
Tom Geil	2,989
Dean Scrutton	3,304
Karla Laws	3,323
Sandra Dee Toews	1,666

OPTIONS:

1. Approve Resolution No. 22-37.
2. Deny Resolution No. 22-37 and provide staff direction.

RESOLUTION NO. 22-37

A RESOLUTION CERTIFYING THE RESULTS OF THE NOVEMBER 8, 2022 GENERAL ELECTION FOR THE CITY OF OREGON CITY

WHEREAS, Chapter VI, Section 27 of the Oregon City Charter requires election results to be made a matter of record in the proceedings of the City Commission; and

WHEREAS, the election results from the November 8, 2022 General Election have been certified by the Office of the Clackamas County Clerk Elections Division.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The certified election results attached incorporated herein as Exhibit A and are made a part of the record of proceedings of the City Commission.

Section 2. This resolution is effective immediately upon adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of December 2022.

DENYSE C. MCGRUFF,
Mayor

Attested to this 21st day of December 2022:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachment:
Exhibit A – November 8, 2022 General Election

Canvass Results

Official

Run Time 11:42 AM
Run Date 12/05/2022

**Resolution No. 22-37, Exhibit A
Clackamas County**

November 8, 2022 General Election

11/8/2022

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Official Item 8a.

Registered
216733 of 313875 = 69.05%

Precincts Reporting
86 of 86 = 100.00%

City of Oregon City, Mayor - Vote for one

Precinct	Denyse McGriff	Dan Berge	Write-in (W)	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	2,559	1,057	21	3,637	490	0	0	4,127	4,127	6,608	62.45%
602	2,040	1,005	9	3,054	423	0	0	3,477	3,477	4,877	71.29%
604	137	73	0	210	29	0	0	239	239	308	77.60%
606	1,069	635	5	1,709	334	0	0	2,043	2,043	3,247	62.92%
608	2,539	1,300	2	3,841	557	0	0	4,398	4,398	5,920	74.29%
610	684	349	2	1,035	186	0	0	1,221	1,221	2,031	60.12%
632	1,100	624	7	1,731	301	0	0	2,032	2,032	3,656	55.58%
Totals	10,128	5,043	46	15,217	2,320	0	0	17,537	17,537	26,647	65.81%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: Sherry Hall

Canvass Results

Official

Run Time 11:42 AM
Run Date 12/05/2022

**Resolution No. 22-37, Exhibit A
Clackamas County**

November 8, 2022 General Election

11/8/2022

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Official Item 8a.

Registered Voters
216733 of 313875 = 69.05%

Precincts Reporting
86 of 86 = 100.00%

City of Oregon City, Commissioner - Vote for two

Precinct	Tom Geil	Adam Marl	Dean Scrutton	Rocky Smith Jr	Karla Laws	Sandra Dee Toews	Write-in (W)	Write-in 1 (W)	Write-in2 (W)	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins
600	863	1,514	658	1,473	911	374	25	9	1	5,828	2,422	2	0
602	548	1,421	649	1,434	593	324	14	2	0	4,985	1,965	2	0
604	106	80	47	66	31	18	0	0	0	348	130	0	0
606	301	722	422	576	356	216	11	0	1	2,605	1,481	0	0
608	629	1,869	972	1,656	751	426	13	3	0	6,319	2,471	3	0
610	213	449	196	430	241	90	4	0	0	1,623	817	1	0
632	329	726	360	650	440	218	6	0	0	2,729	1,333	1	0
Totals	2,989	6,781	3,304	6,285	3,323	1,666	73	14	2	24,437	10,619	9	0



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: Sherry Hall

Canvass Results

Official

Run Time 11:42 AM
Run Date 12/05/2022

Resolution No. 22-37, Exhibit A
Clackamas County

November 8, 2022 General Election

11/8/2022

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Official **Item 8a.**

Registered
216733 of 313875 = 69.05%

Precincts Reporting
86 of 86 = 100.00%

City of Oregon City, Commissioner - Vote for two

Precinct	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	4,127	4,127	6,608	62.45%
602	3,477	3,477	4,877	71.29%
604	239	239	308	77.60%
606	2,043	2,043	3,247	62.92%
608	4,398	4,398	5,920	74.29%
610	1,221	1,221	2,031	60.12%
632	2,032	2,032	3,656	55.58%
Totals	17,537	17,537	26,647	65.81%



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/21/2022
From: Public Works Director John M. Lewis, PE

SUBJECT:

First Amendment to the T-Mobile West, LLC Site Lease at Boynton Reservoir

STAFF RECOMMENDATION:

Authorize City Manager to sign the first amendment to the existing wireless telecommunications site lease with T-Mobile West, LLC.

EXECUTIVE SUMMARY:

T-Mobile West, LLC is requesting additional lease space to install a backup generator to operate existing antenna facilities at City-owned Boynton Reservoir located at 18847 Boynton Street. The attached first amendment and exhibit outline the lease parameters, type of generator, and location.

BACKGROUND:

Oregon City and T-Mobile West, LLC entered into a wireless communications site lease agreement to place an antenna facility and equipment shelter at the Boynton Reservoir site on March 1, 2006. This agreement allowed the placement of three quad pole antennae and an expansion of one antenna array, allowing for three additional antennas. All installations were subject to City Municipal Code and State land use law. In 2015, T-Mobile West, LLC requested a renewal of the site lease, which extended it to February 28, 2026.

Currently, T-Mobile West, LLC is requesting additional site area (an approximately 5' 6" x 18' 11" area) to install a standby generator to ensure connectivity in the event of power outages. Due to the additional area not being on the original lease, the City and T-Mobile West, LLC have negotiated an additional compensation of \$600 a month, or an additional \$7,200 a year. This will be roughly a 22% increase to the annual payment. The payment is also subject to a 4% escalation as outlined in section 4d of the original site lease agreement.

Staff has reviewed the proposal and confirmed that the additional site area will not negatively impact existing, or future, City operations of the Boynton Reservoir site.

OPTIONS:

1. Authorize the City Manager to sign amendment.
2. Authorize the City Manager to sign amendment with specific changes.
3. Deny City Manager ability to sign amendment. If the Commission chooses to deny, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$7,200 Additional Annual Revenue

FY(s): 2023-2026

Funding Source(s): Water Fund

THIS FIRST AMENDMENT TO WIRELESS TELECOMMUNICATIONS SITE LEASE (“First Amendment”) is effective as of the last date of the party to sign below (“Effective Date”), by and between The City of Oregon City, Oregon ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company as successor in interest to T-Mobile West Corporation (“Tenant”) (Collectively the “Parties”).

Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a WIRELESS TELECOMMUNICATIONS SITE LEASE, dated March 29, 2006 (the “Lease”) for leased premises (the “Premises”) located at 18847 Boynton St., Oregon City, OR 97045 (the “Property”).

B. Landlord and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant’s expansion of the Premises and the installation of equipment as described and depicted in Exhibit “C-1”, which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the “Antenna Facilities” under the Lease.

2. Rent and Costs. The Rent that Tenant pays Landlord will be increased by Six Hundred Dollars (\$600.00) per month as of thirty (30) days from the date of commencement of construction for the modification of the additional equipment. Thereafter, Rent shall be payable in accordance with the terms of the Lease. The parties hereby agree that, as of the date of this First Amendment, there are no payment obligations of Tenant under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Tenant shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Landlord. The increased rent amount shall be subject to the annual 4% increase as described in the Lease.

3. Tenant’s Notice Address. Tenant’s notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. PO01132A

4. Landlord Obligations. Notwithstanding anything to the contrary contained in the Lease, Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping, and common areas.

5. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining

terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

6. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

7. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

8. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

Landlord:
The City of Oregon City, Oregon

Tenant:
T-Mobile West LLC, a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

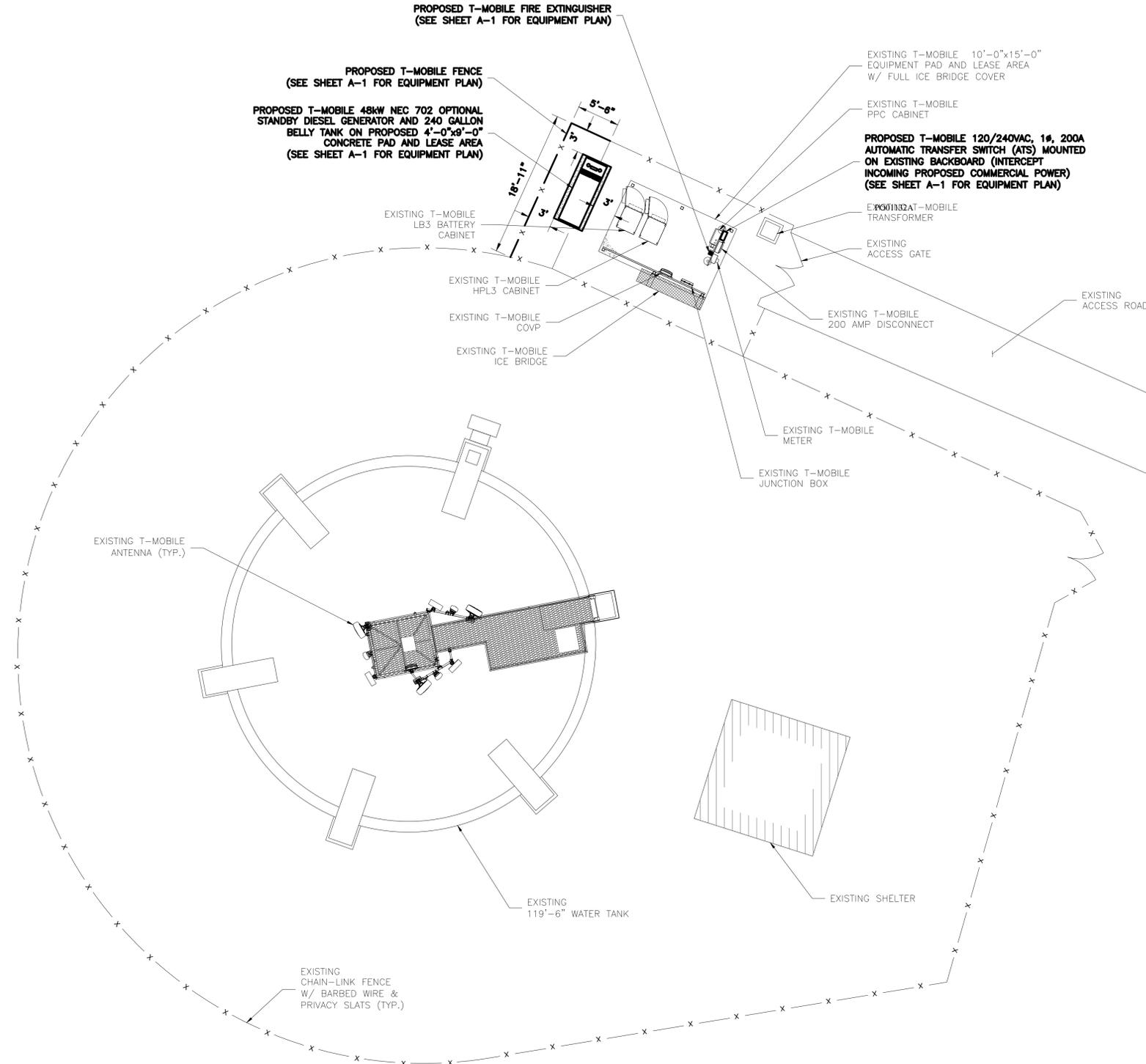
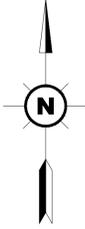
Title: _____

Date: _____

Date: _____

Exhibit C-1

T-Mobile Site No: PO01132A
Site address: 18847 Boynton



GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. (THERE IS NO HANDICAP ACCESS REQUIRED).
8. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
9. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
10. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE. NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
11. NO SIGNIFICANT NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS FACILITY.
12. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



T-MOBILE WEST LLC
830 NORTHEAST HOLLADAY STREET
PORTLAND, OREGON 97232



7543 WOODLEY AVENUE SUITE 201
VAN NUYS, CALIFORNIA 91406

SAC: KAYLEE GREER WALDO
T-MOBILE: JAKE WARREN
A&E: TRISTRAM HOKENSON

SCHEDULE OF REVISIONS		
REV. NO.	DATE	DESCRIPTION OF CHANGES
6		
5		
4		
3		
2		
1		
0	05-13-2022	FINAL CDs
A	04-12-2022	PRELIMINARY CDs

DRAWN BY:	SA
CHECKED BY:	SP
SCALE:	NOTED
JOB NO:	19W0133.001

DRAWING TITLE:

COMPOUND PLAN

DRAWING SHEET:

S-1

PO01132A
OREGON CITY
18851 BOYNTON STREET
OREGON CITY, OR 97045

SHEET NO. 5 OF 15

TRISTRAM HOKENSON, P.E.
OREGON PROFESSIONAL ENGINEER
LICENSE # 96778PE / EXPIRATION 06/30/2023

1 S-1 COMPOUND PLAN

SCALE: 1/8"=1'-0"



(SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY)
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)

**City of Oregon City, Oregon
Wireless Telecommunications Site Lease (Lease)**

THIS LEASE is between The City of Oregon City, Oregon, ("Landlord") and ~~Voicestream PCS, L.L.C., a Delaware L.L.C. d/b/a/ T-Mobile ("T-Mobile")~~, ("Tenant").
T-Mobile West Corporation

BACKGROUND

A. Landlord is the owner of a parcel of land located in the City of Oregon City, County of Clackamas, State of Oregon, legally described on the attached Exhibit A (the "Owned Premises"). A reservoir (the "Reservoir") as described on the attached Exhibit B is located on the Owned Premises.

B. Tenant desires to lease space on the roof ("Roof") of the Reservoir for the installation and operation of certain antennae facilities, which include directional antennae, connecting cables and appurtenances as well as portions of the Owned Premises for an equipment shelter and related equipment (collectively, "Antennae Facilities") for use in connection with its communications business.

C. Accordingly, the parties enter into this Lease on the terms and conditions set forth below.

AGREED

In consideration of their mutual covenants, the parties agree as follows:

1. Premises.

a. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Owned Premises, consisting of space (the "Premises") on the Roof of the Reservoir and space for an equipment shelter and cables, as shown on the Site Plan attached as Exhibit C. Tenant's signature on this Lease verifies the approximate square footage of the Premises. The Rent and any other charge provided by this Lease shall not be adjusted by reason of any claimed variation in square footage by either party. Tenant intends to locate its Antennae Facilities, as described more fully on the attached Exhibit D, on the Premises. Tenant may not add additional equipment and/or antennae from that shown on Exhibit D, or move to any other location, without the prior written approval of the Landlord, which consent shall not be unreasonably denied, conditioned or delayed.

b. Landlord shall have the right to lease other portions of the Roof to other Tenants, or to permit other portions of the Roof to be used by others.

2. Lease Not Franchise. This Lease is not a franchise, nor is it a permit to use the rights-of-way under Oregon City Code or ordinance of the City. Any franchise or permit shall be obtained separately from Landlord.

3. Term.

a. This Lease shall commence on March 1, 2006 (the "Commencement Date") and end on March 1, 2016. This lease shall be of an initial term of ten years from the Commencement Date. Tenant may renew this Lease for one additional ten-year term provided Tenant has not defaulted during the initial term. If Tenant wants to renew, Tenant shall notify Landlord in writing no later than 90 days prior to the expiration of the initial term.

b. Landlord may terminate this Lease at any time following the proposal or adoption by the State or Federal government of a law, rule, regulation or decision to the effect that due (in whole or in part) to a landlord having entered into a lease such as this one, the landlord is required to allow additional antennas or towers (of any sort or description) on its property. (The rule proposed by the Federal Communications Commission in 1999 in WT Docket 99-217 and CC Docket 96-98 (if applicable to cellular type towers or antennas) is an example of such a rule.)

4. Rent.

a. Tenant shall pay Landlord as annual rent for the Premises the sum of Eighteen Thousand Dollars (\$18,000.00) ("Rent"). Tenant shall pay Landlord Rent for the first year on the Commencement Date. Tenant shall pay Landlord Rent annually in advance on each anniversary of the Commencement Date. Rent shall be increased annually as provided by this section.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of one percent (1%) per month. The interest rate is subject to periodic adjustment to reflect Landlord's then current interest rate charged on overdue accounts.

c. For each additional antenna installed by Tenant beyond the initial array described in Exhibit D, Tenant shall pay an additional annual fee of Six Thousand Dollars (\$6,000.00) which shall increase annually under the same terms provided in this Lease and shall become part of the Rent.

d. The Rent shall be increased annually effective as of each anniversary of the Commencement Date by 4%.

g. Landlord designates the following address for payment of Rent and other charges required by this Lease:

City of Oregon City, Finance Department
320 Warner Milne Road
Oregon City, OR 97045-0304

or such other location as may be designated in the future in writing by Landlord. Payment shall be made by check made payable to the City of Oregon City, Oregon, or by other mutually agreeable method.

h. If this Lease terminates at a time other than one of the specified rental periods, Rent and other charges provided by this Lease shall be prorated as of the date of termination, and in the event of termination for reasons other than the default of Tenant, all prepaid Rent and other charges shall be first paid on its account and then if any remains, refunded to Tenant. In the event of default of Tenant, any prepaid Rent and other charges shall be retained as the property of Landlord.

5. Use of Premises.

a. After obtaining at its own expense any licenses or permits required by any governmental and/or regulatory agency to operate its Antennae Facilities, Tenant shall use the Premises for the installation, operation, and maintenance of its Antennae Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses.

b. Tenant shall have the right prior to the Commencement Date to enter the Premises at reasonable times designated by Landlord to perform surveys, tests and other engineering procedures at the Premises if necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and governmental approvals. Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, where required, to allow Tenant to perform these activities.

c. Subject to the prior determination in writing by the Landlord that the Roof can structurally support additional Antennae Facilities, Tenant may erect and operate three (3) quadpole antennae and may expand by a maximum of one (1) three-sector antenna array with three (3) antennas per sector.

d. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenant's use of the Premises. Tenant shall obtain written certification from the City of Oregon City, that its Antennae Facilities on the Premises cause no interference or loss of signal of any City owned or operated communications system prior to turning up power and transmitting any signal from the Tenant's Antennae Facilities on the Premises. Tenant agrees to cooperate with the City to provide and review all technical information including engineering data on intermodulation and power output of Tenant's Antennae Facilities to allow a determination by the City of the Tenant's Antennae Facilities probable impact on City owned and operated Communications facilities. Further, if at any time during the Tenant's occupancy of the Premises, it is determined by the City that the Tenant's Antennae Facilities are negatively impacting the City's communications facilities, Tenant agrees to immediately shut off power and transmission to and from Tenant's Antennae Facilities.

e. This lease does not grant any rights of access to light or air over any part of the Owned Premises. Landlord shall not be liable for interference with light and air.

6. Removal and Restoration.

a. The Tenant shall remove the Antennae Facilities from the Premises upon termination of the Lease. Removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the Antennae Facilities, and Landlord consents in writing to non-removal,

title to the affected Antennae Facilities shall thereupon transfer to Landlord and shall thereafter be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove the Antennae Facilities.

b. Upon removal of the Antennae Facilities (or portions thereof) as provided above in subsection a., Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord.

c. All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subsections a. and b. above shall be paid by Tenant.

7. Construction Standards. The Antennae Facilities shall be installed on and removed from the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antennae Facilities in a manner consistent with the color of the Reservoir or to otherwise shield the Antennae Facilities from view.

8. Installation of Equipment.

a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antennae Facilities as described on Exhibit D.

b. Tenant's installation of its Antennae Facilities shall be done in strict compliance with all applicable building, fire, sanitary and safety codes and regulations and other applicable laws, statutes, regulations and ordinances. All construction and maintenance relating to Tenant's Antennae Facilities shall be and remain the responsibility of Tenant, regardless of who performs installation and/or construction. Tenant shall apply for and obtain all permits necessary for the installation and/or construction of its Antennae Facilities, and submit permit plans to the City of Oregon City, or other appropriate government agency within ten (10) days of obtaining Landlord's written consent to Tenant's plans and specifications. All plans for construction, alteration or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon. Tenant shall pay all applicable fees due for construction permits.

c. Prior to beginning construction, Tenant shall provide Landlord with plans and specifications, an initial written construction schedule for work on the Premises and the estimated total cost of the work. All plans and specifications and schedules are subject to the prior written approval of Landlord, which approval shall not be unreasonably denied, conditioned or delayed. Landlord's written approval of the plans and specifications and schedules shall create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with all laws, rules and regulations of government agencies or authorities.

d. In the event emergency repairs are necessary for its Antennae Facilities, Tenant shall immediately notify Landlord in writing of the need for repairs. Tenant may immediately initiate emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency. Tenant shall comply with all laws relating to construction, including payment of permit or license fees.

e. Except in case of emergency, Tenant shall notify Landlord in advance in writing of Tenant's proposed construction, maintenance or repair activities to be performed on the Premises in

order to coordinate those activities with Landlord's operations. Tenant shall obtain Landlord's written approval of its proposed activities before beginning any work. Landlord's approval shall not be unreasonably withheld. The requirement for written notification does not apply to Tenant's normal maintenance that takes place outside of the fencing for the water tank.

f. Any damage done to the Reservoir and/or the Roof during construction, installation, repairs, relocation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's sole satisfaction. In connection with the installation and operation of the Antennae Facilities, Tenant shall not make any penetrations of the Roof without Landlord's prior written consent. All Roof penetrations that may be permitted by Landlord shall be undertaken only under the supervision of Landlord. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Landlord's Roof in connection with Tenant's construction, installation, repairs, relocation and/or operations of the Antennae Facilities.

g. Tenant shall not overload the floor of the Roof so as to cause any undue or serious stress or strain to the Reservoir, or any part thereof. Landlord shall have the right, at any time, to call upon any licensed engineer or architect of Landlord's choosing to decide whether the floor of the Roof, or any part thereof, is being overloaded so as to cause undue or serious stress or strain on the Reservoir or any part thereof. The decision of the engineer or architect shall be final and binding on Tenant. If in the opinion of the engineer or architect the stress or strain may endanger or injure the Reservoir, or any part thereof, Tenant agrees to immediately relieve the stress or strain by lightening the load in a manner satisfactory to Landlord.

h. Tenant shall not, without Landlord's prior written consent, place any marks, signs, advertisements, notices, decorations, or any other devices or attachments in or on the Premises, Reservoir or the Owned Premises, except those required by federal law. Any device placed on the Premises, Reservoir or Owned Premises with Landlord's consent shall be removed by Tenant at Tenant's expense upon termination of this Lease and all damage caused by removal shall be repaired at Tenant's expense.

i. Tenant shall keep the Premises free from all liens, including mechanics liens, arising from any act or omission of Tenant or those claiming under Tenant. Tenant shall pay as due all claims for work done, and for services rendered or material furnished to the Premises at Tenant's request. If Tenant fails to pay any claims or to discharge any liens, Landlord may do so and collect all costs of discharge, including its reasonable attorney fees. Payment or discharge by Landlord shall not constitute a waiver of any right or remedy Landlord may have on account of Tenant's default. Tenant may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall within ten (10) days after knowledge of filing of the lien, provide Landlord with an executed copy of a discharge of the lien, or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees or other charges that could accrue as a result of any foreclosure sale or sale under the lien. This Lease shall be subject and subordinate to any liens and encumbrances as are now on or as Landlord may hereafter impose on the Owned Premises or the Reservoir, and Tenant shall upon request of Landlord, execute and deliver agreements of subordination consistent with this section.

j. Within sixty (60) days after the Commencement Date, Tenant shall provide Landlord with as-built drawings of the Antennae Facilities and the improvements installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibit D. The "as

built" drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antennae Facilities.

9. Alterations, Additions, Improvements and Equipment Upgrades. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises located on the Roof or within the currently fenced area around the water tank, or any part thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, denied or delayed. If Landlord consents, all alterations, additions or improvements shall be made at Tenant's sole expense. Tenant may update or replace the Antenna Facilities, radios or other electronic equipment located on the Premises located outside the currently fenced area at any time and without prior consent. Tenant may update or replace the Antennae Facilities located on the Roof from time to time with the prior written approval of Landlord, provided that the replacement facilities are not greater in number or size than the existing Antennae Facilities located on the Roof and that any change in their location on the Roof is approved in writing by Landlord. Tenant shall submit to Landlord a detailed proposal for any replacement facilities and any supplemental materials, as may be requested, for Landlord's evaluation and approval. As technology advances and improved antennae are developed and reasonably available, Landlord may require in its sole discretion the replacement of existing Antennae Facilities with the improved Antennae Facilities, as long as the installation and use of the improved Antennae Facilities are practical and technically feasible. No equipment upgrade or replacement of equipment located on the Roof may be undertaken without an interference review and written approval of ComNet prior to the installation. Upon termination of this Lease, Tenant at its sole cost and expense shall remove any alterations, additions, improvements or equipment upgrades and shall repair with all due diligence and at its sole cost and expense any damage to the Premises or Reservoir caused by removal.

10. Maintenance.

a. Tenant shall, at its own expense, maintain the Premises and any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of or other leasing of the Roof by Landlord. Tenant shall not interfere with the use of the Roof, the Reservoir, related facilities or other equipment of other tenants.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. In the event the Landlord or any other tenant undertakes painting, construction or other alterations on the Premises, Tenant shall take reasonable measures at Tenant's cost to cover or protect Tenant's equipment, personal property or Antennae Facilities from paint and debris fallout which may occur during the painting, construction or alteration process.

e. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Owned Premises, Reservoir or Premises in connection with its operations as may be necessary, including to facilitate leasing parts of the Roof to others. Landlord shall have no duty to make repairs to the Owned Premises, Reservoir or Premises until Tenant has given written notice to Landlord of the repairs to be made or the condition to

be corrected. Landlord shall have no liability for failure to make any repair required of it if the repair is completed within a reasonable time following the notice from Tenant. Landlord shall not be required to make any repair it deems uneconomic. In the event Landlord determines not to make a repair, Landlord shall notify Tenant in writing, whose sole remedy shall be termination of this Lease on thirty (30) days written notice to Landlord. Termination under this section shall be deemed an optional termination and the provisions of section 19 shall apply. Tenant waives the right to make repairs or maintain at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

f. If Landlord elects to make modifications or repairs or work of any other kind to the Owned Premises, Tenant shall pay any additional cost for work caused solely by the presence of Tenant's Antennae Facilities on the Premises (Additional Cost). The Additional Cost shall be the difference between competitive bids obtained by Lessor from responsible contractors to perform the work, and bids to perform the work as though the Antennae Facilities were not present at the Premises. As an alternative to payment of Additional Cost, and with Landlord's prior written approval, Tenant may elect to temporarily remove or relocate its Antennae Facilities or any portion thereof from the Premises at no cost to Landlord. If any work proposed by Landlord requires the temporary removal or relocation of Tenant's Antennae Facilities, all costs of removal or relocation shall be paid by Tenant. If removal or relocation would interrupt Tenant's use of the Antennae Facilities, Landlord and Tenant agree to use their best efforts to negotiate an acceptable alternate solution to avoid or mitigate interruption of Tenant's use.

11. Premises Access.

a. Tenant shall have access to the Premises by means reasonably designated by Landlord, subject to notice requirements to Landlord in subsection b., below.

b. Tenant shall have reasonable access to the Premises in order to install, operate, and maintain its Antennae Facilities. Tenant shall have access to such Antennae Facilities located within the currently fenced area around the water tank or the Roof only with the prior written approval of Landlord. Tenant shall request access to the Premises located within the currently fenced area around the water tank or the Roof twenty-four (24) hours in advance, except in an emergency. Tenant shall have unrestricted access to their Antenna Facilities located outside of the currently fenced area around the water tank at any time and without seeking prior approval of the Landlord.

c. Landlord shall be allowed and granted access to the Premises as Landlord may deem necessary at all reasonable times to examine and inspect the Premises for safety reasons, to repair the Premises, Reservoir or Owned Premises, to post notices or nonresponsibility or to ensure that the Tenant's covenants are being met without abatement of Rent or other charges. Landlord may erect scaffolding or other structures where reasonably required by the work to be performed providing that Tenant's use of the Premises is not unreasonably impaired. Tenant waives any claims for damages, injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Any entry obtained by the Landlord by any means shall not under any circumstances be construed or deemed to be forcible or unlawful entry into or detainer of the Premises, or an eviction of the Tenant from the Premises or any portion thereof. Landlord shall not be liable for admitting by passkey or refusing to admit to the Premises, Tenant, its agents, employees or other persons claiming right of entry.

12. Utilities.

a. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by Landlord or the servicing utility, however, Landlord shall not be responsible for any costs associated with Tenant's acquisition of utility services.

b. In the event utilities are provided by Lessor, Tenant shall pay as additional rent the cost of utility service provided to the Premises and attributable to Tenant's use of the Premises (Utility Charge). Tenant shall pay the estimated cost of the Utility Charge annually in advance with the Rent. If separate utility services have not been installed as of the commencement date of this Lease, Landlord and Tenant shall estimate the Utility Charge. Annually, Landlord shall calculate the actual Utility Charge for the immediately preceding year based on readings from the utility meters and on the rates then charged by the applicable utilities. Any excess Utility Charge paid by Tenant shall be credited to Tenant's next yearly Utility Charge and any shortage shall be paid by Tenant to Landlord within ten (10) days of written notice of calculation. Upon the first anniversary of the commencement date of this Lease, and on each anniversary thereafter, Lessor may increase or decrease the estimated Utility Charge to equal the average actual Utility Charge for the preceding year.

c. Landlord shall in no way be liable for any loss, expense or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption or defect in the supply or character of the electric energy furnished to the Premises, Reservoir or Owned Premises regardless of its duration, or if the quantity or character of the electric energy supplied by a service provider is no longer available or suitable for Tenant's requirements. Any change, failure, interference, disruption, interruption, defect, unavailability or unsuitability as provided by this section shall not:

- (1) Constitute an actual or constructive eviction of Tenant, in whole or in part;
- (2) Entitle Tenant to any abatement of Rent or other charges;
- (3) Relieve or release Tenant from any of its obligations under this Lease; or
- (4) Entitle Tenant to terminate this Lease.

Tenant waives all benefits of any applicable existing or future law permitting the termination of this Lease due to any change, failure, interference, disruption, interruption, defect, unavailability or unsuitability as provided in this section.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

14. Approvals; Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antennae Facilities in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

15. Interference.

a. Tenant's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with Landlord's use of the Owned Premises or related repair and maintenance activities or with the activities of other tenants. Tenant agrees to cease all actions that materially interfere with Landlord's use of the Owned Premises immediately upon actual notice of interference, provided however, in that case, Tenant shall have the right to terminate the Lease.

b. Before approving the placement of Antennae Facilities, Landlord may obtain, at Tenant's expense, an interference study indicating whether Tenant's intended use will interfere with any existing communications facilities owned or operated by Landlord, or other existing tenants or any existing or planned uses of the Owned Premises, and an engineering study indicating whether the Roof is able to structurally support the Tenant's Antennae Facilities without prejudice to the Landlord's primary use of the Roof.

c. Landlord shall not permit its subsequent lessees, licensees, invitees or agents to use, any portion of the Property in any way which unreasonably interferes with the operations of Tenant. Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations.

d. Tenant's use and operation of its Antennae Facilities shall not interfere with the use and operation of any other communication facilities on the Roof which pre-existed Tenant's Antennae Facilities. If Tenant's Antennae Facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its Antennae Facilities until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Landlord may terminate this Lease.

16. Default and Landlord's Remedies.

a. Tenant shall be in default if it defaults in the payment or provision of Rent or any other charges to Landlord when due, and does not cure such default within twenty (20) days; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure the other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, and without liability for damages, to re-enter the Premises and eject all persons therefrom, and either;

(1) Declare this Lease at an end, in which event Tenant shall pay Landlord a sum of money equal to the total of:

A. The amount of the unpaid Rent or other charges accrued through the date of termination;

B. The amount equal to the Rent or other charges lost during any period in which the Premises are not re-let if Landlord continuously uses reasonable efforts to re-let the Premises;

C. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease;

D. The difference between the Rent provided by this Lease and the amount actually received by Landlord on re-letting; or,

(2) Without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon terms and conditions as the Landlord may deem advisable, and any monies received from reletting shall be applied first to the expenses of reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency on the first day of the month following written notice of deficiency from Landlord to Tenant, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease. If rent received on reletting exceeds the Rent under this Lease, Tenant shall have no claim to the excess.

c. In the event of Tenant's default, Landlord may require Tenant to immediately remove its Antennae Facilities and proceed as required by subsection 5.g., or Landlord may elect to hold a security interest in the Antennae Facilities to secure all sums owed or to become owing to Landlord under this Lease. Perfection of the security interest shall be taking possession of the Tenant's property or as otherwise provided by law.

d. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for a previous breach.

e. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other charges due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney fees.

f. In the event Tenant remains in possession following default and Landlord does not elect to re-enter, this Lease shall remain in effect and Landlord may enforce all of its rights and remedies, including recovery of all unpaid Rent and other charges, and shall have the right to cure any non-monetary default and recover the cost of cure from Tenant.

g. Landlord may institute actions periodically to recover Rent, other charges or damages as they accrue throughout the lease term and no action for accrued Rent, other charges or damages shall be a bar to a later action for Rent, other charges or damages subsequently accruing. Landlord shall not be required to wait until the expiration of this Lease to institute action. Landlord may obtain a decree of specific performance requiring Tenant to pay damages as they accrue, or Landlord may elect in any one action to cover accrued damages plus damages attributable to the remaining term of the

Lease equal to the difference between the Rent under this Lease and the reasonable rental value of the Premises for the remainder of the term.

h. Without limiting the remedies elsewhere provided in this Lease, Landlord's remedies shall include the removal of Tenant's trade fixtures (as defined in Oregon law), equipment, furnishings and chattels from the Premises and storage and retention of same until all damages are paid. The damages recoverable by Landlord from Tenant shall include the cost of removal of the foregoing items, repair and restoration of the Premises, transportation to storage, and storage charges, with interest on all expenses from the date of expenditure by Landlord until repaid. Upon payment of all damages, Landlord shall release the trade fixtures, equipment, furnishings and chattels to Tenant. If payment in full is not received by Landlord, Tenant's property on the Premises is subject to the lien foreclosure remedies of ORS 87.162. Tenant waives all rights or claims against Landlord as to the failure or difficulty of mitigation of damages by reason of removal and Tenant may not assert that the Premises can not be rented to a third party because of removal of the Tenant's property.

i. The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy. Tenant's liability to Landlord shall survive termination of this Lease.

17. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums paid by Landlord, with all interest, costs and damages shall be deemed to be additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

18. Landlord Default and Tenant's Remedy. Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time. If Landlord defaults in any covenant or provision of this Lease and fails to cure or commence correction of the default within thirty (30) days of written notice by Tenant, Tenant's sole remedy shall be termination of this Lease. If more than thirty (30) days are required to cure, then Landlord shall not be in default if Landlord commences performance within thirty (30) days of notice and diligently pursues completion.

19. Optional Termination.

a. This Lease may be terminated:

(1) By Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Tenant's business, or the Premises become unacceptable for Tenant's communication system, including but not limited to signal interference, or if Tenant obtains unacceptable results in any survey or test prior to installation of Antennae Facilities on the Premises as provided in section 5.b.;

(2) By Landlord if it determines, in its sole discretion and for any reason, that the Roof is structurally unsound or otherwise not suitable for Tenant's use, including but not

limited to consideration of age of the structure, damage or destruction of all or part of the Roof from any source, or factors relating to the condition of the Roof;

(3) By Landlord if it determines in its sole discretion that continued use of the Roof by Tenant is in fact a threat to health, safety or welfare or violates applicable laws or ordinances or if Tenant's facilities are deemed by the Landlord to cause interference to the public safety communications system;

(4) By Landlord at its sole discretion if Tenant loses its license to provide PCS/cellular service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license; or

(5) If in the sole discretion of Landlord, Landlord determines that the Premises are needed for public purposes.

b. Upon optional termination of this Lease by either party, Tenant shall remove its equipment, personal property, Antennae Facilities, and improvements from the Premises on or before the date of optional termination, and shall repair any damage to the Premises caused by Tenant's Antennae Facilities, property or improvements, normal wear and tear excepted; all at Tenant's sole cost and expense. Any improvements, equipment, property or Antennae Facilities that are not removed by the end of Lease term shall become the property of Landlord.

20. Liquidated Damages: Termination. Tenant shall provide Landlord with written notice of optional termination pursuant to subsection 19.a. Notice shall be given to Landlord as provided by section 33. All Rent and other charges paid by Tenant prior to the optional termination date shall be retained by Landlord. Upon optional termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except as provided by this Lease and except that if the Lease is terminated by the Tenant under the provisions of 19a.(1), Rent payments to the Landlord shall continue as liquidated damages for the remainder of the Lease term, not to exceed 150% of the annual rent for the year in which optional termination occurs. The liquidated damages provision shall apply only to early termination by the Tenant under the provisions of 19a.(1).

21. Surrender on Termination.

a. Upon expiration of the Lease term or earlier termination as provided by this Lease, Tenant shall deliver all keys to Landlord and shall surrender the Premises to Landlord in first class condition and broom clean. Depreciation and wear from ordinary use for which the Premises were leased need not be restored, but all repairs and restoration that Tenant is responsible for shall be completed prior to surrender. Tenant's obligation under this subsection shall not apply in case of termination due to destruction of the Premises.

b. Tenant's failure to remove the Antennae Facilities from the Premises shall be an abandonment of the property and Tenant shall have no further rights thereto except as provided below. Landlord may elect between the following:

(1) Retain or dispose of the property as Landlord sees fit.

(2) Following twenty (20) days written notice to Tenant, remove the property and place it in storage for Tenant's account, in which case Tenant shall be liable for the cost of

removal, transportation and storage, plus interest as provided in this Lease from the date of expenditures.

c. If Tenant fails to vacate the Premises when required, Landlord's rights shall be as follows:

(1) Landlord may elect to treat Tenant as a Tenant from month to month subject to all the provisions of this Lease, except that the annual Rent shall be triple the Rent being charged when the Lease term expires, plus other charges as provided by this Lease.

(2) Landlord may elect to take legal action to eject Tenant from the Premises and to collect damages caused by Tenant's wrongful holding over.

d. Tenant's failure to remove property as required by this Lease shall constitute a failure to vacate.

e. Tenant shall be responsible for all consequential damages to Landlord as a result of Tenant's failure to surrender the Premises in accordance with this Lease, and this clause shall survive the termination of this Lease.

22. Reservoir Alteration and Repair. In the event Landlord, during the term of this Lease, is required by the City of Oregon City, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct or improve any part of the Reservoir, Owned Premises, or Premises, then the repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of Landlord without interference or claim for damages by Tenant.

23. Alteration, Damage or Destruction. If the Roof or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, the provisions of section 19 shall apply. Tenant shall promptly remove the Antennae Facilities from the Premises and shall restore the Premises to the same condition as existed prior to this Lease. This Lease (and Tenant's obligation to pay Rent and other charges) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

24. Condemnation.

a. In the event the Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the proceeds paid for the taking and the Landlord shall receive the full amount of the proceeds. Tenant shall hereby expressly waive any right or claim to any portion thereof and all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in

relocating or removing its equipment, personal property, Antennae Facilities, and improvements. Tenant may claim prepaid Rent against Landlord if this Lease is terminated pursuant to this section.

b. If either party receives a notice of an intended taking affecting the Premises, or any portion thereof, any service of legal process relating to condemnation or any other notification in connection with any taking, condemnation, purchase, sale or transfer in lieu of condemnation, that party shall promptly give timely notice to the other party.

25. Indemnity and Insurance.

a. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antennae Facilities.

b. Indemnification: Tenant shall, at its sole cost and expense, indemnify, defend and hold harmless Landlord and Landlord's officers, employees, and agents (hereinafter referred to as "Indemnitees"), from and against:

(1) Any and all liability, obligation, damages, penalties, claims, demands, action, suits, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Antennae Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation or the terms of this Lease.

(2) Any and all liabilities, obligations, damages, penalties, claims, demands, actions, suits, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants); which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, services, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Antennae Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

(3) Any and all liability, obligation, damages, penalties, claims, demands, actions, suits, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Oregon or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.

(4) Any and all liability for injury or damage to Tenant's property on the Premises unless caused by the sole negligence of Landlord.

(5) Any latent defect in the Premises.

(6) Tenant's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees.

(7) Tenant shall give Landlord prompt written notice in case of casualty or accident on the Premises.

c. Assumption of Risk. As a material part of the consideration in this Lease, Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Owned Premises, and Tenant hereby agrees to indemnify, defend and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's sole gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's Antennae Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. Notice, Cooperation and Expenses. Landlord shall give Tenant prompt written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

f. Insurance. During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(1) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000)

for each accident. Tenant, its sub-tenants if any, and all employers working pursuant to this Lease are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers; compensation coverage for all their subject workers.

(2) Comprehensive commercial general liability insurance including a fire legal liability endorsement with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage arising directly or indirectly from Tenant's activities or any condition of the Premises. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage. The insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under this Lease, and shall protect Tenant and Landlord from the claims of third persons. The insurance shall be without prejudice to coverage otherwise existing. Tenant shall provide a separate owner's contractors protective policy meeting the preceding requirements with Landlord as a named insured. Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Million Dollars (\$5,000,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(4) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(5) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Antennae Facilities which is damaged and caused the loss of revenue.

(6) All policies shall have a common renewal date and other than those for Worker's Compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

(7) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds. All policies, except for business interruption and worker's compensation policies, shall name Landlord and Landlord's officers, employees and agents as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Notwithstanding the naming of Additional Insureds, the insurance shall protect each Additional Insured in the same manner as if a separate policy had been issued to each, but the nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage shall apply as to claims between Additional Insureds on the policy.

h. Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this section, along with written evidence of payment of required premiums shall be filed initially upon execution of this Lease and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord in writing of any claim or litigation that may result in liability to Landlord.

i. Cancellation of Policies of Insurance. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same. Notice shall be given by to the Landlord as provided by section 33 of this Lease."

If the insurance is cancelled or terminated prior to termination of this Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, interrupted coverage for the duration of this Lease. Failure to maintain insurance and to maintain a current certificate of insurance on file shall be cause for immediate termination of this Lease by Landlord.

j. Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Oregon or surplus line carriers on the State of Oregon's Insurance Commissioner's approved list of companies qualified to do business in the State of Oregon. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

k. Deductibles. Tenant agrees to indemnify, defend and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. Contractors. Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this section with appropriate limits of insurance.

m. Review of Limits. Once during each calendar year during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. However, such increases in limits shall not exceed 4% per year.

n. The adequacy of all insurance coverage required by this Lease shall be subject to the approval of the City Attorney. Failure to maintain adequate, approved insurance shall be cause for immediate termination of this Lease.

26. Nuisance, Waste, Hazard.

a. Tenant shall refrain from any use which is improper, immoral, unlawful, objectionable or which is offensive, annoying or interferes with or obstructs the rights of Landlord or other tenants or owners, users or occupants of the Premises or nearby properties. Tenant shall not create or permit to be created any condition that would constitute a fire hazard, impair the strength or durability of the Reservoir, be dangerous or hazardous to the health of persons or property. Tenant shall not install any power machinery on the Premises except as specifically allowed by this Lease. Tenant shall not store gasoline or other highly combustible materials on the Premises at any time.

b. Tenant shall not use the Premises in any way or for any purpose that will cause the fire insurance rate on the Owned Premises to be increased or that would prevent Landlord from taking advantage of any rulings of any agency of the State of Oregon which would allow Landlord to obtain reduced premium rates for long term fire insurance policies.

c. The term "Hazardous Substances" as used in this Lease shall have the meaning set out at ORS 465.200 (15) (1999 Edition) or as it may be amended, including asbestos.

d. Tenant, at Tenant's own expense, shall comply with all laws regulating the use, generation, release, manufacture, refining, production, handling, processing, storage, transportation or disposal of Hazardous Substances. Tenant shall not cause or permit to occur any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions at the Premises, or arising from Tenant's possession or use of the Premises, including but not limited to soil and groundwater conditions.

e. Tenant shall not cause or permit to occur the use, generation, release, manufacture, refining, production, handling, processing, storage or disposal of any Hazardous Substances on, under or about the Premises, or the transportation to or from the Premises of any Hazardous Substances.

f. Tenant shall, at Tenant's sole expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities.

g. If any governmental authority or third party demands that a clean up plan be prepared and/or that a clean up be undertaken because of the release of any Hazardous Substances as a result of Tenant's use or occupancy of the Premises, then Tenant shall at its own expense, prepare and implement the required plans and all financial assurances in accordance with applicable requirements.

h. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, release, manufacture, refining, production, handling, processing or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed by this section within a reasonable time, Landlord may do so, and in that case, Tenant shall cooperate with Landlord to prepare the documents Landlord deems necessary or appropriate to determine the compliance therewith, and Tenant shall execute all documents on Landlord's request. No action by

Landlord, and no attempt by Landlord to mitigate damages under any applicable law shall constitute a waiver of any of Tenant's obligations under this section.

i. Tenant's obligations and liabilities under this section shall survive the expiration or termination of this Lease.

27. Hazardous Substances Indemnification. Tenant agrees to hold Landlord harmless from, defend and indemnify Landlord against any release of any Hazardous Substances and any damage, loss, or expense or liability resulting from any release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence of Landlord, its employees or agents.

28. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the Rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable. The holdover tenancy may be terminated at will at any time by Landlord. Landlord shall have the right to adjust the Rent or other charges upon thirty (30) days written notice to Tenant. In the event of holdover beyond June 30 of any year, Tenant shall be responsible for payment of real property taxes for the entire year without proration.

29. Subordination to Mortgage. Any mortgage now or subsequently placed upon the Owned Premises shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

31. Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the "as is" condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises. Tenant accepts the Premises subject to any and all existing permits, licenses, leases, easements, railroad or streetcar facilities, pipelines, telephone, telegraph, communications, power and signal lines or any similar facilities, together with any future installations thereof, provided future installations do not unreasonably interfere with Tenant's use of the Premises.

32. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that:

a. The Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications);

b. The dates to which rent and other charges have been paid; and/or

c. So far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

33. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given when actually delivered, or 48 hours after deposit in the United States mail, if personally delivered or mailed, certified mail, return receipt requested; to the following

addresses which from time to time may be changed by either Landlord or Tenant upon written notice to the other:

- If to Landlord, to: David Wimmer, Oregon City Finance Director, P.O. Box 3040, Oregon City, 97045-0304
- With a copy to: John M. Lewis, Oregon City Public Works Operations Manager, 122 S. Center Street, Oregon City 97045
- If to Tenant, to: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
Copy to: Legal Department
- With a copy to: VoiceStream PCS I L.L.C
19807 North Creek Pathway
Bothell, WA 98011
Attn: Lease Administration Manager

34. Assignment and Subletting.

a. Tenant shall have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company. Tenant may not otherwise assign this Agreement without Landlord's written consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Upon the completion of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Consent of Landlord to one assignment or sublet, transfer, use or occupation shall not be deemed to be a consent to any subsequent assignment, transfer, sublet, occupation or use.

b. Any assignment, transfer, sublet, occupation or use without the prior written consent of Landlord shall be void and shall at the option of Landlord terminate this Lease. This Lease or any interest therein, shall not be assignable as to the interest of Tenant by operation of law without the prior written consent of Landlord.

c. Landlord shall not unreasonably withhold its consent to assignment, transfer, sublet, occupation or use provided the Rent and other charges paid by the assignee or sublettee is not less than the Rent and other charges required by this Lease and the proposed tenant is compatible with Landlord's normal standards for the Premises. If Tenant proposes an assignment, transfer sublet, occupation or use. Landlord shall have the option of terminating this Lease and dealing directly with the proposed third party.

d. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity that may be in competition with Tenant, or any other party, provided that any new lease will not interfere with Tenant's use of the Premises as described in paragraph 15 above.

35. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

36. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of the breach unless expressly set forth in writing.

37. Taxes.

a. Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

d. Landlord shall retain the option to pay any taxes and bill Tenant for the amount paid. Tenant shall reimburse Landlord for the amount billed within sixty (60) days of the date of billing. If multiple leases are co-located within the Owned Premises, Tenant agrees to pay a prorated amount of taxes, if the taxes are not otherwise identified for each tenant by the taxing authority. Proration shall be determined by Landlord. Landlord shall provide tax information to Tenant upon written request.

38. Sale by Landlord. In the event of any sale of the Owned Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of the sale. The purchaser, at any sale of the Owned Premises shall be deemed, without further agreement of the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

39. Inability to Perform. The parties shall not be in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if due to any labor dispute, strike, lockout, civil commotion or operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or other cause reasonably beyond the control of the parties, provided not due to willful act or neglect.

40. Miscellaneous.

- a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease. If Tenant is a corporation, each individual person executing this Lease on behalf of the corporation shall be duly authorized to execute and deliver the Lease on behalf of the corporation, in accordance with the bylaws of the corporation, and the corporation warrants and agrees that this Lease is binding on the corporation.
- b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.
- c. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon.
- d. Any provision of this Lease that is held by a court of competent jurisdiction to be void, illegal unenforceable or invalid shall not affect, invalidate or impair any other provision of this Lease and the remaining provisions of this Lease shall continue in full force and effect.
- e. The prevailing party in any litigation arising under this Lease shall be entitled to its reasonable attorney fees and costs, including appeals, if any.
- f. This lease shall not be amended or modified except by agreement in writing signed by the parties. The Director of the Bureau of Communications and Networking shall have the authority to execute amendments to this Lease on behalf of Landlord.
- g. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights of use of the Premises. A Memorandum of Lease may be recorded by either party.
- h. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- i. Unless specifically provided to the contrary in this Lease, no right or remedy or election provided by this Lease shall be deemed to be exclusive, but shall, whenever possible, be cumulative with all other rights and remedies of law or in equity.
- j. Time is of the essence in this lease.
- k. Whenever the word Tenant is used in this Lease, it relates also to the Tenant jointly and severally, if there is more than one Tenant, and to the heirs, personal representatives, successors in interest and assigns; the obligations imposed by this Lease shall be joint and several; and the pronouns used in this Lease shall be construed as the context and the sense and general purport of this Lease requires.
- l. Exhibits, which are referred to in this Lease, are attached hereto and by this reference incorporated herein.
- m. Whenever consent, approval or direction by Landlord is required under the provisions of this Lease, that consent, approval or direction shall be in writing from the Director of the Bureau of Communications and Networking.

n. Upon Tenant's payment of Rent and other charges required by this Lease, and Tenant's observation and performance of all the covenants, conditions and provisions on Tenant's part to be observed and performed, Tenant shall have quiet possession of the Premises for the entire term of this Lease, subject to all provisions of this Lease.

o. Section headings and capitalization in this Lease are provided to assist the reader and shall have no effect upon the construction or interpretation of this Lease.

p. Landlord and Tenant are the only parties to this Lease and are the only parties entitled to enforce its provisions. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct or indirect or otherwise, to third parties, unless third parties are expressly described as intended beneficiaries of this Lease.

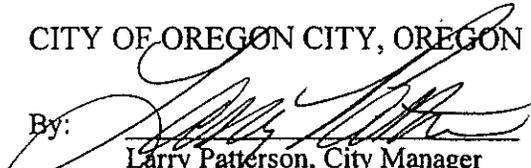
q. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force during the term of this Lease.

r. Tenant shall comply, at Tenant's sole expense, with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA), as it may be amended, including any duty the ADA may impose on Landlord or Tenant as a result of Tenant's use, occupation or alteration of the Premises. Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other party with copies (as applicable) of any notices alleging violation of the ADA relating to any portion of the Reservoir, the Owned Premises, or the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Reservoir, the Premises or the Owned Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Reservoir, the Premises or the Owned Premises. In the event of any assignment or sublet of the Premises, Tenant and Tenant's assignee or sublettee shall agree to comply with the ADA, at their sole expense, and agree to be jointly and severally liable under this Lease for any duty the ADA may impose on Tenant or Tenant's assignee or sublettee as a result of their use, occupation or alteration of the Premises. Landlord reserves the right to withhold consent to a proposed assignment or sublet if the assignment or sublease fails to contain provisions required by this Lease to ensure ADA compliance at Tenant's or Tenant's assignee's or sublettee's sole expense. Landlord further reserves the right to withhold consent to a proposed assignment or sublet if the proposed use, occupation or alteration by the assignee or sublettee will require alterations to the Premises, Reservoir or Owned Premises to comply with the ADA which are inconsistent with Landlord's management interests.

s. Tenant agrees to comply with all rules and regulations respecting the use of the Premises that may be promulgated by Landlord from time to time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the premises from time to time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease. Landlord reserves the right to change its rules and regulations in its sole discretion without prior notice to Tenant. A copy of any current applicable rules and regulations relating to the Premises is attached hereto as Exhibit E.

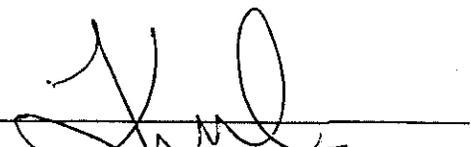
LANDLORD:

CITY OF OREGON CITY, OREGON

By: 
Larry Patterson, City Manager

Date: 2/23/06

TENANT:

By: 
Title: Director Engineering & Ops

Date: 3/29/06

EXHIBIT A

LEGAL DESCRIPTION OF OWNED PREMISES

A tract of land in the M.M. McCarver D.L.C. No. 41 in the Southeast one-quarter of Section 1, T. 3 S., R. 1 E., of the W.M., in the County of Clackamas and State of Oregon, described as follows:

Beginning at a basalt stone in the centerline of Warner-Parrott Road, said stone being the Northwest corner of M. M. McCarver D.L.C. No. 40, said D.L.C. being in Section 6, T3 3 S., R. 2 E., of the W.M., at a point which is South 89° West, a distance of 53.99 chains (3893.34 feet) from the Northeast corner of said M. M. McCarver D.L.C. 40; thence South 0° 22' East 16.23 chains (1071.18 feet) to a stone marked "X" at the southwest corner of a tract of land described in Deed to Clyde H. Cummings, et ux, recorded December 5, 1949 in Book 426, page 142, Deed Records, said stone being on the sectionline between Section 1, T. 3 S., R. 1 E., of the W.M., and Section 6, T. 3 S., R. 2 E., of the W.M. said stone being North 987.39 feet, more or less, of the Southeast corner of said Section 1, and the true point of beginning of the tract of land herein to be described.

Thence South 44° 43' 24" West 176.73 feet to an iron rod; thence South 0° 43' 36" East 166.03 to an iron rod; thence South 42° 34' 36" East 184.80 feet to a stone marked "X", said stone being on the sectionline between Section 1, T. 3 S., R. 1 E., of the W.M. and Section 6, T. 3 S., R. 2 E., of the W.M. and North 559.68 feet, more or less, from the Southeast corner of said Section 1; thence along the East line of said Section 1, North 0° 22" West 427.71 feet, more or less, to a stone, said stone being the true point of beginning.

EXHIBIT B

Boynton Reservoir is a steel standpipe with a total capacity of 2.0 million gallons. The reservoir has a street address of 18847 Boynton Street.

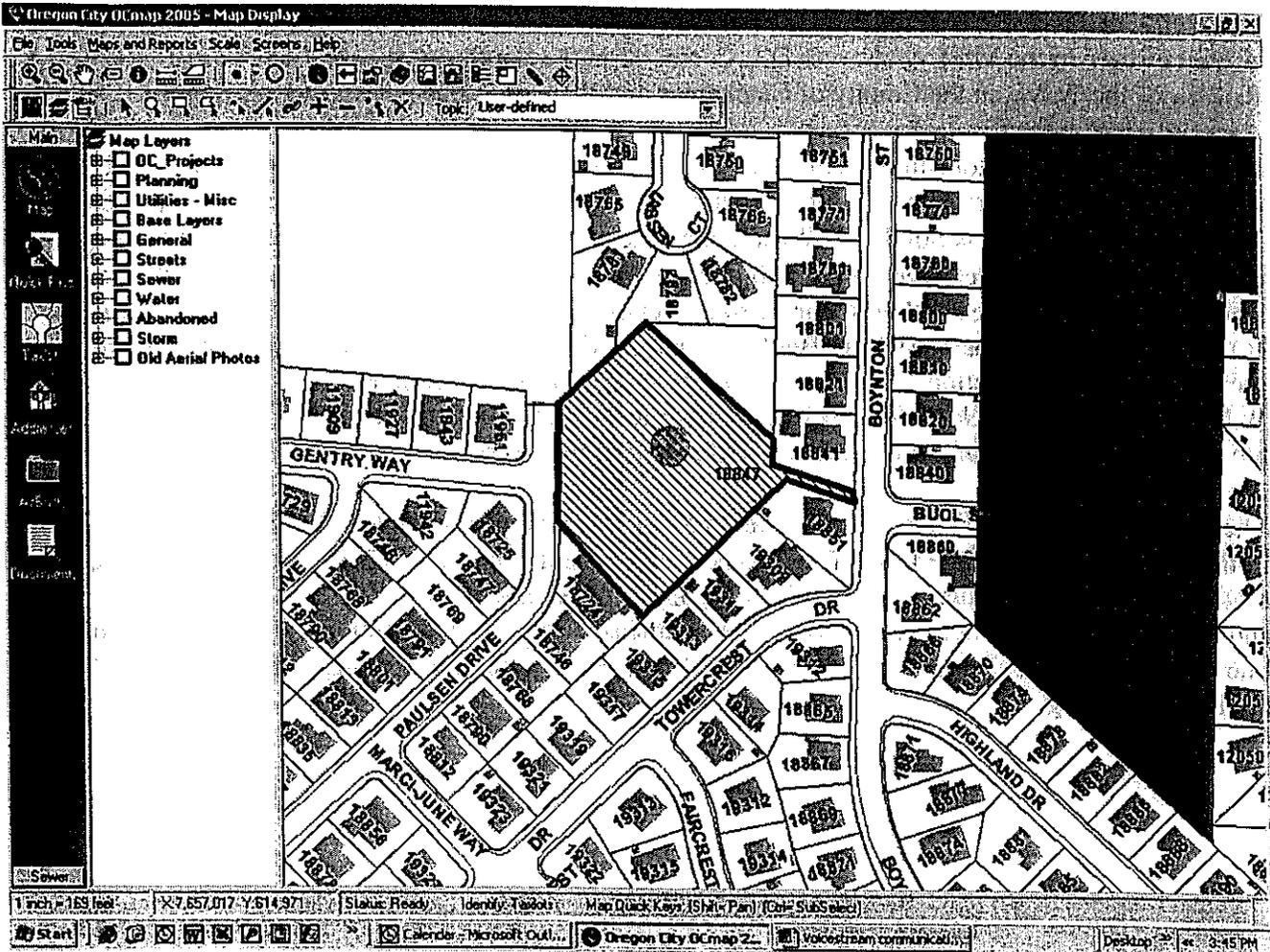


EXHIBIT C

See VoiceStream Wireless Project Plans

Site Name: Oregon City-WT

Site Number: PO01132

Pan Sheets: T-1, G-1, C-1 through C-7, E-1 through E-4, & L-1

EXHIBIT D

An unstaffed radio telecommunications facility consisting of a three-sector antenna array with (3) antennas per sector (9 antennas total) mounted on an existing water tower with the transmitter equipment mounted inside a fenced lease are adjacent to the existing fenced water tower.

EXHIBIT E

Project shall be constructed in accordance with Oregon City design and construction standards. Tenant is responsible for obtaining all required permits from the City of Oregon City Community Development Department. In addition, all on-site development shall be authorized and approved by the City of Oregon City Public Works Director prior to beginning construction.



T-Mobile West Corporation, a wholly owned subsidiary of T-Mobile USA, Inc.

12920 SE 38th Street,
Bellevue, WA 98006
Telephone: (877) 373-0093
Attn: Property Management
propertymanagement@t-mobile.com

November 5, 2015

Via USPS Certified Mail – 7012 0470 0002 2851 0687

City of Oregon City
320 Warner Milne Rd
Oregon City, OR 97045

Re: Wireless Telecommunications Site Lease (“Agreement”) between The City of Oregon City, Oregon (“Landlord”) and T-Mobile West Corporation, as successor in interest to Voicestream PCS I LLC, a subsidiary of T-Mobile USA, Inc. (“Tenant”)

Site No: PO01132A
Site Address: 18847 Boynton Street, Oregon City, OR 97045

Dear Landlord:

In accordance with Section 3a of the above referenced Agreement, this letter shall serve as official notice of Renewal. The Renewal Term of this Agreement shall commence 3/1/2016 through 2/28/2026.

For any future needs or questions, please contact me at the phone number and/or email address listed in the top right corner of this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam Brown'.

Adam Brown
Property Management

REC'D NOV 09 2015



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/21/2022

SUBJECT:

Contract with Axon Enterprise, Inc. for Fleet 3 In-Car Video Cameras, Associated Hardware, and Services

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to enter into the agreement with Axon Enterprise, Inc. for the purchase of Axon Fleet 3 in-car video cameras, associated hardware, installation, applicable licenses, extended warranty, training, and unlimited digital evidence for a five-year period in an amount not to exceed \$245,640.00 (\$49,128 annually).

EXECUTIVE SUMMARY:

Staff is seeking Commission approval of a five-year contract with Axon Enterprise, Inc. for Fleet 3 in-car video cameras to meet the needs of the Oregon City Police Department, the City of Oregon City, and our community.

The purchase is being made through the League of Oregon Cities (fka NPP) Contract No. PS2027.

BACKGROUND:

In the current age of policing, body and vehicle cameras are more the expectation of the public than the exception. The demand for police accountability and transparency has never been higher. In an effort to meet the needs and expectations of our community, the Oregon City Police Department has established and implemented a body-worn camera program.

The goal of implementing an in-car camera program is to support our current body-worn camera program. These programs will help law enforcement to improve public safety, enhance transparency, reduce crime, bolster prosecution efforts, and strengthen

relationships between law enforcement and the community. As with body-worn camera programs, in-car camera programs can also be an effective tool to improve the understanding of interactions between law enforcement and members of the community and can aid in timely resolutions of inquiries and complaints.

Currently, the department utilizes cameras two different ways, body-worn cameras, and in-car cameras. Our body-worn camera program was fully implemented earlier this year. Currently, we only have in-car cameras in our traffic cars while our patrol cars do not have them. Full implementation of this program will require all marked patrol cars to be equipped with an Axon Fleet 3 in-car camera system. The in-car video recordings will be stored, the District Attorney's Office and/or City Prosecutor will have the ability to receive the information, and there is a long-term plan in place to sustain the program. The Axon body-worn cameras and Fleet 3 in-car cameras will be fully integrated. The vehicle in-car cameras better capture the driving behaviors that officers are witnessing and will aid in their enforcement actions. The cameras will also capture evidence and perspectives that are not caught by the body-worn cameras.

The contract provides Fleet 3 in-car cameras, hardware, installation, applicable licenses, extended warranty, training, and unlimited digital storage for each marked patrol car. In addition, the agreement provides Automatic License Plate Reading (ALPR) licensing. ALPR will give us the ability to identify, locate, and recover entered stolen vehicles, vehicles entered that are involved in a criminal interest, and assist with our investigations.

The Oregon City Police Department currently utilizes an older and different in-car camera system in our traffic cars. This contract will allow us to put cameras in the rest of our marked patrol fleet. This current system is not fully integrated with our current Axon and evidence.com (digital evidence) system. Having two different systems requires us to have additional storage requirements for the two different types of digital evidence. Utilizing the Axon Fleet 3 system will allow us over time only need one digital storage system.

The Fleet 3 in-car camera program will be implemented based on sound policies, industry accepted practices, and within state and federal laws.

Total expenditures of this five-year agreement, listed below will be included in the 2023-25 biennial budgets as well as the 2025-27 biennial budget and 2028 fiscal year.

Our Axon sales representative has identified a 7% increase in overall costs for their Fleet 3 in-car cameras systems starting January 1, 2023.

The purchase is being made through the League of Oregon Cities (fka NPP) Contract No. PS2027.

Year 1 (next biennium budget): \$49,128.00 – hardware, data storage, and licensing.

Year 2: \$49,128.00 – hardware, data storage, and licensing.

Year 3: \$49,128.00 – hardware, data storage, and licensing.

Year 4: \$49,128.00 – hardware, data storage, and licensing.

Year 5: \$49,128.00 – hardware, data storage, and licensing.

OPTIONS:

- 1. Approve the contract with Axon Enterprise, Inc.
- 2. Deny the contract with Axon Enterprise, Inc.

BUDGET IMPACT:

Amount: \$245,640.00
Current FY: \$0
FY(s): 2023-24, 2024-25, 2025-26, 2026-27, 2027-28
Funding Source(s): General Fund - Equipment Reserves



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-438566-44882

Item 8c.

Issued: 11/17/2022

Quote Expiration: 12/30/2022

Estimated Contract Start Date: 01/15/2024

Account Number: 113165

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Oregon City Police Dept.-1234 Linn Ave 1234 Linn Ave Oregon City, OR 97045-3637 USA	Oregon City Police Dept. - OR PO Box 3040 Oregon City, OR 97045-0304 USA Email: sdavis@ci.oregon-city.or.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Shaun Davis Phone: (503) 657-4964 Email: sdavis@orc-city.org Fax: (503) 655-0530

Quote Summary

Program Length	60 Months
TOTAL COST	\$245,640.00
ESTIMATED TOTAL W/ TAX	\$245,640.00

Discount Summary

Average Savings Per Year	\$7,970.88
TOTAL SAVINGS	\$39,854.40

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$49,128.00	\$0.00	\$49,128.00
Jan 2025	\$49,128.00	\$0.00	\$49,128.00
Jan 2026	\$49,128.00	\$0.00	\$49,128.00
Jan 2027	\$49,128.00	\$0.00	\$49,128.00
Jan 2028	\$49,128.00	\$0.00	\$49,128.00
Total	\$245,640.00	\$0.00	\$245,640.00

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$2	Item 8c.
\$245,640.00	
\$245,640.00	

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	23	60	\$157.88	\$129.00	\$129.00	\$178,020.00	\$0.00	\$178,020.00
A la Carte Software									
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	60		\$49.00	\$49.00	\$67,620.00	\$0.00	\$67,620.00
Total							\$245,640.00	\$0.00	\$245,640.00

Delivery Schedule

Item 8c.

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	23	01/15/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	23	01/15/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	23	01/15/2024
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	23	01/15/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	23	01/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	23	01/15/2024	01/14/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	46	01/15/2024	01/14/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	01/15/2024	01/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	23

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	23	01/15/2025	01/14/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	23	01/15/2025	01/14/2029

Payment Details

Item 8c.

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	\$13,524.00	\$0.00	\$13,524.00
Year 1	Fleet3B	Fleet 3 Basic	23	\$35,604.00	\$0.00	\$35,604.00
Total				\$49,128.00	\$0.00	\$49,128.00

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	\$13,524.00	\$0.00	\$13,524.00
Year 2	Fleet3B	Fleet 3 Basic	23	\$35,604.00	\$0.00	\$35,604.00
Total				\$49,128.00	\$0.00	\$49,128.00

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	\$13,524.00	\$0.00	\$13,524.00
Year 3	Fleet3B	Fleet 3 Basic	23	\$35,604.00	\$0.00	\$35,604.00
Total				\$49,128.00	\$0.00	\$49,128.00

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	\$13,524.00	\$0.00	\$13,524.00
Year 4	Fleet3B	Fleet 3 Basic	23	\$35,604.00	\$0.00	\$35,604.00
Total				\$49,128.00	\$0.00	\$49,128.00

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	23	\$13,524.00	\$0.00	\$13,524.00
Year 5	Fleet3B	Fleet 3 Basic	23	\$35,604.00	\$0.00	\$35,604.00
Total				\$49,128.00	\$0.00	\$49,128.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Item 8c.

Contract League of Oregon Cities (fka NPP) Contract No. PS20270 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/17/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work (“SOW”) has been made and entered into by and between Axon Enterprise, Inc. (“AXON”), and Oregon City Police Dept. - OR the (“AGENCY”) for the purchase of the Axon Fleet in-car video solution (“FLEET”) and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency’s purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY’s existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form (“Acceptance Form”). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/21/22

SUBJECT:

Additional Parking Kiosk Replacement Purchase Per Commission Request

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the quote with Northwest Parking Equipment Company to purchase 5 additional kiosks.

EXECUTIVE SUMMARY:

The Commission requested a quote for the purchase of an additional 5 parking kiosks in addition to the approval of the 16 parking kiosks from December 7, 2022, Commission Meeting. The Commission preferred the mid-block kiosk installation option, this additional purchase satisfies that approach.

BACKGROUND:

The Code Enforcement Division has reached out to Northwest Parking Equipment Company (NPEC) for a formal quote for 5 additional parking kiosks. NPEC has quoted the cost per unit would be the same as the original RFP bid. The shipping would be the only variable.

Below is a breakdown of the proposed costs for the additional 5 Kiosk Pay Stations. An official bid from NPEC for this project is expected the week of December 19.

- Cost Per Kiosk/Pay Station \$12,970.00
 - On Site Set Up/Training/Testing \$150.00 Per Unit
 - Roll Tickets/Receipts \$58.44 Per Unit
 - Freight/Shipping \$150.00 Per Unit
- Total Estimated Costs: \$66,642.20

The original RFP bid is included for reference.

OPTIONS:

- 1. Approve the proposal with Northwest Parking Equipment Company
- 2. Deny the proposal with Northwest Parking Equipment Company

BUDGET IMPACT:

Amount: \$66,640.20
FY(s): 2022-23
Funding Source(s): General Fund – Equipment Reserve



Northwest Parking Equipment Company

NW Distributors
Electronic Pay Stations

October 18, 2022

Kelly Dilbeck
City of Oregon City
1234 Linn Avenue
Oregon City, OR 97045

Hi Kelly,

Thank you for the opportunity to respond to this Request For Proposals For Parking Kiosk Equipment, Software, and Services due on October 21, 2022, 4:00pm. The information below will be our response for the PROPOSAL CONTENT as requested in this RFP. Our VenTek venSTATIONS meet and exceed the City of Oregon City’s specifications. All proposed new venSTATIONS require no additional costs (software & hardware) to the City to be integrated to our TicketManager Enforcement & Citation platform which the City is utilizing and specifying in this Request For Proposal. No other non VenTek vendor can meet this Request For Proposal Scope of Service request.

VI. PROPOSAL CONTENT:

1. Introductory Letter:

My name is Roy Whipple, Jr. and I am the President and owner of Northwest Parking Equipment Company, Inc. in Seattle Washington. I am the authorized individual to represent NWPE in any negotiations and contract signing.

2. Vendors Background, Approach, and Qualifications:

NWPE is a second generation family owned business. My father became Park Ur Selfs/VenTeks authorized distributor in the Pacific Northwest in 1959. Our only business is the sale, servicing, and support of the VenTek Pay Stations. Our approach is simple and straight forward-to provide the most dependable Pay Stations available with service and support that is second to no one. Whether you purchase one machine or fifty machines, your level of service and attention from us will not waiver.

VenTek, along with their local distributor NWPE, have been providing, servicing, and supporting electronic Pay Stations to the City of Oregon City for over (24) years now. Our local office is in Seattle, Washington and the VenTek factory is based in Petaluma, California. Our capabilities and resources have been demonstrated to the City for these past (24) years by providing robust equipment with local servicing and staff training when needed.

Company/Capacity-Relative Experience:

VenTek International employs approximately (50) individuals between their Petaluma, California and Vancouver, Canada offices. All manufacturing is done in the USA in Petaluma, California. Park Ur Self/VenTek was founded in Northern California in 1958. NWPE became their first distributor in 1959. Both companies have worked together in the sale and support of Pay Stations for over (62) years now. I as the second generation of ownership at NWPE have been the only authorized VenTek distributor in the Pacific Northwest now for (32) years.

Both VenTek and NWPE are very proud to have had this special and long term manufacturer/distributor relationship which is not common in our industry today. This is evident in our approach to assist our potential and existing customers with project management, installation, staff training, and most importantly, ongoing customer care and support.

Equipment/Kiosks-Relative Products:

Please see attached brochures along with the venSTATION specifications. All Pay Stations are compatible with our TicketManger platform for parking management control, citation issuing, and payments as you are currently using. As your staff is very familiar, as well as your parking patrons to our existing equipment, customer care and training to the public will be very minimal as you have experienced in the past with the venSTATIONS. Additional training to your staff will be provided on site by NWPE personnel during installation.

Training-Relative Experience:

We are able to provide training on the usage and maintenance of the venSTATIONS in a virtual format if desired? I however believe that "on site" training on the Pay Stations provides a better fundamental approach for our customers staff as then I am there and can answer any questions or concerns that may arise. In addition, "on site" training presents a more "hands on" approach when dealing with components, maintenance, servicing, etc.

The timeliness to execute the training will be immediately after the Pay Stations are installed for City staff. I will be the one to provide this training on site and every new Pay Station will not be put into service until it is functioning as desired and tested. City staff may also accompany me for additional training as I will be the one performing the final testing on each and every new Pay Station.

Project Management Approach:

This of course differs with each client and their goals. For the City of Oregon City, it will be very simple, efficient, and quite fast to administer.. The reason behind this is that City personnel and field staff is already very familiar with our hardware (venSTATIONS) and software (venVUE & TicketManger). We are simply adding/expanding to your current infrastructure. This also allows your patrons not to have to be reeducated on new payment machines, screen flows, directions, etc. The venSTATIONS are by far the most intuitive and easy to use Pay Stations available due to their automated user interface which is programmable via "Quick Picks". Customers merely select the predetermined Quick Picks programmed on the LCD interface and then insert their payment whether is be a card payment or a combination of bills and coins type payment. We will also work with the City as we have for years to ensure a successful deployment of all venSTATIONS as we will be on site until every one is functioning accordingly.

A few recent public institutions installations are as follows:

- City of Mukilteo
- City of St. Helens
- Town of LaConner
- City of Depoe Bay
- City of Warrenton

All of the above customers have new Pay By License venSTATIONS in a wide variety of applications from parking to boat moorage including integration with one customer for their existing License Plate Recognition system. This wide variety of applications demonstrates the versatility of our equipment as well as our engineering abilities to adapt in competitive markets.

References:

-Michael Kuehn
Transportation Manager
Portland Community College
(971)722-4242

*Ongoing sale and support of Pay Stations for (29) years.

-Matt Niehaus
Public Works Director
City of Mukilteo
(425)305-2613
Lighthouse Point Park project.

-Brian Lease
Public Works Director
(360)940-3001
Marina Moorage project.

-Jane Sweet
Harbormaster
City of Warrenton
(503)861-3822
Parking & Moorage project.

3. Fees for Services:

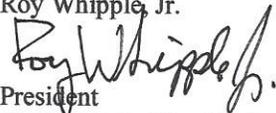
The total project fees have been provided and mailed via a separate sealed envelope marked “**Estimated Fees**” and split into two proposals of which are the total Pay Station costs with freight and on site installation inclusive of the approximate freight costs. The second proposal is for a “spare parts kit with ticket stock”.

4. Insurance Requirements:

These will be presented upon request.

Thank you again for the opportunity to provide this Request For Proposal. I would also like to thank you for your past business and the trust you have placed in us! Please do not hesitate to contact me if you have any questions or concerns.

Roy Whipple, Jr.



President
Northwest Parking Equipment Company
Office-(206)363-5265

venSTATION Pay Stations

The Pay Stations we are presenting to the City of Oregon City will work in tandem to your existing venSTATION and your current TicketManager platform. The new Pay Stations once installed will be connected to the existing venVUE® account. We can, of course, customize the rate tables according to the location of the Pay Stations and the particular needs for that area. No integration issues, your current staff is already familiar with the Pay Stations and venVUE®. The only training needed would be for the staff in the new locations.

The key to the profitability of any parking facility is the ability to collect revenues by implementing automated parking meters with customizable rate tables. Our parking applications are designed to simplify payment collection and reduce the need for parking attendants. We offer **pay and display** systems that issue permits that customers post right on their dashboards. Our **pay-by-space** systems allow customers the convenience of paying the parking fee by entering a designated space number with no need to return their cars to display a ticket. **Pay by License** systems that assess fees based on a license plate number are also available and included within this project.

VenTek Pay Stations are coupled with a powerful browser-based software, the venVUE® Central Management System (CMS). The venSTATIONS stylish looks and versatility are complemented by high-performance payment processing capabilities combined with smart online options and capabilities.

VenTek is certain that our Pay Station product line will meet the City's needs for years to come as your current Pay Stations are approximately (12+) years old.

Our venSTATION Pay Stations are very easy to operate and intuitive for customers to use as you have experienced. Options can be configured to meet the City's needs for parking coupons, validated parking and will take value cards, credit/debit cards, cash or coupons. Our stations are PCI-DSS Level 1 and PA-DSS Data Security certified.

Features & Benefits of VenTek Pay Stations:

- Ease of installation, operation and maintenance: nearly all parts are modular, easily replaced if necessary, with minimal to no tools required. Knock-out plates are pre-installed to accommodate future add-on modules.
- Capability to upgrade equipment with continued technological advancements.
- Stable, trouble-free operation in harsh environmental conditions and exposures.
- Unique and aesthetically pleasing appearance.
- Standard backup battery.
- ADA-compliance when installed at grade level.
- Familiar "ATM-style" customer interface.
- Optional solar panel or solar/AC hybrid charging system.



A fan system is included for proper ventilation in high-heat environments, whereas a heater is standard for extremely cold environments (not available on solar machines). Our Pay Stations allow customers to

choose payment type, coin, bill or credit card. The Pay Station interacts with parking enforcement with real-time information on payments, not just at the Pay Station. This allows for time limit free parking only once, then need to pay.

License Plate Payment systems allow the customer to pay for parking by entering their license plate at any Pay Station. Systems like this can add flexibility to your parking system and increase revenue by preventing time sharing.

Below is a description of our proposed Pay Stations for the City's parking lots.

- The Pay Stations can be programmed to be used for Pay by License, Pay by Space or as noted above, Pay and Display or other type pass as noted above.
 - The receipt can have almost any information the City would like printed on each receipt including advertising or coupons that can be perforated and torn off for redemption at a local business. This information can be programmed through the rate table and downloaded to the PAY STATION, which can be done through our customer service group or if someone is available in the City office to be trained, it can be done locally. Also the City may have custom printed receipt tape that will offer a static message to each visitor to the parking facility.
 - Additionally, the PAY STATION itself can be wrapped with a cover that display directions or other information to the park visitors.

Pay Station Specifications

The venSTATION cabinet is 11 gauge stainless steel which resists all corrosion.

- The venSTATION cabinet is made in three pieces, top, cabinet and door and it is mounted to a cement slab with 5/8" anchor bolts that are only accessible on the inside of the cabinet. The interior of the door edges overlap the interior cabinet edges to ensure that the door cannot be pried off and to keep out the elements. The construction keeps our rain as snow as well.
- We have Pay Stations in the most desolate of climates in both extreme cold and intense heat that have been successfully working for years. For extremely cold area, an interior heater is available to assist with keeping the pay station at more optimal working temperatures. They can work at 40° F, in Canada to 130° F in Death Valley National Park (without a heater -5° F, -20° C). We also have pay stations in Cities and Parks up and down the East Coast.
- The surface is powder coated; the venSTATION with gray textured paint with a yellow trim standard. Other colors can be chosen at additional cost and delivery time.
- The design of the faceplate is simple and it has a familiar ATM type face that is familiar to your visitors. Easy to read and easy to operate.
- There are no exposed bolts on the outside all installation bolts are on the inside.
- In addition to paint colors the Pay Stations may have customer wraps added to increase branding for the City.



- Pay Stations are built in one compartment, however the coin vault and bill vault are double keyed so technicians that performing maintenance work on the Pay Stations will not have the keys to remove the bill or coin vaults.
 - And when the collections person removes the vault(s) they do not have the keys to open the vault. Those keys can be left at the administration office.
 - Doors and locks are vandal resistant, there are no exposed hinges.
 - The Pay Station cabinet lock is a Medeco lock keyed with a proprietary combination exclusively for new installations.
 - The cabinet has one locking point that actuates a five point stainless steel locking system which requires a key and a hex wrench to access.
 - Our Pay Station is designed to discourage any vandalism, the door is fitted so that no tool can be used to pry the locks or the door off.
 - The credit card insertion areas are indented and it would be obvious if a skimmer or other implement was in use.
-
- Pay Stations meet all ADA compliance requirements in height, reach, audio and vision.
 - The center line of control is less than 48" above the pedestrian access route.
 - The Pay Station is operable with one hand with no tight grasping, pinching, or twisting of wrist required to operate.

Security

- The Pay Station cabinet lock is a Medeco lock keyed with a proprietary combination exclusively for new installations.
- The collection areas are stainless steel and are double locked for security.
- The cabinet has one locking point that actuates a five point stainless steel locking system which requires a key and a hex wrench to access. Electronic locks are available at cost.
- Both coin and bills can be collected at the same time as long as the collection staff has both keys.

Card reader

- The card reader is housed where it will not be affected by the elements
- The card reader is located in the main cabinet.
- It will read dual striped cards and smart cards with magnetic stripes, smart memory and microprocessor cards.
- The PAY STATION will still accept other payments if the credit card slot is not working.
 - A message will display on the screen regarding the use of credit cards.
 - A message/alert will be sent to the back office of the problem and we can also program the system to send text messages or emails to the appropriate staff to let them know of the issue.



Display

- VenTek's screen is back lit, 6" LCD (grayscale) screen. This tilted backlit screen makes it extremely easy to read in any lighting situation from high sun to low light. The letters and number are clear and sharp. With four lines of type at 22pt font as shown here, the message is easily read by the customer, even vision impaired and color blind customers can easily see the message. We can also offer additional lighting above the face plate of the Pay Station if needed for very dark situations.
- It is back lit with a Lexan cover to prevent glare and scratches
- The Pay Station's Display Module features a high visibility Liquid Crystal Display (LCD) with graphical capability. The LCD can be configured to display either 8 lines containing 40 characters text in so called, "Single Height, Single Width" format, or 8 lines of 24 characters text in "Double Height, Double Width" format, to improve usability for the visually impaired. In conjunction with this text mode, the LCD also supports a "pixel-addressable" mode capable of rendering graphical images.
- The message on the screens is programmable through the rate table and can be uploaded in real time to each Pay Station as needed. These changes can be made by contacting your local distributor (NWPE) or VenTek Client Relations group or by a trained staff member on site.
- The flow of the message can be programmed from Welcome to message complete transaction complete message.
- Operating status messages can be programmed to show on the screen for both users and maintenance personnel.
- Displays customer transaction information
- First language on the screens is English, additional languages can be added as long as they are Latin (alphanumeric) based.
- A red light can be added when there is a fault at the pay station.

**\$6.00 TO ENTER
PLEASE INSERT
CREDIT CARD OR BILLS
OR TAP EMPIRE PASS**

Keyboard

- VenTek's keyboards are push button, and back lit for easier viewing in low light conditions.
- They are resistant to freezing rain, sand, snow and other elements.
- We have two options either a 3x4 key pad with numbers 1-12 (most often used for ticket vending), alphanumeric (used for pay by plate parking). Our alphanumeric plate is backlit for easier viewing.
- Buttons are made of non-heat conductive material and will not become too hot because of being exposed to sunlight.

Printer

- The Pay Station printer utilizes thermal printing technology and stores the dot pattern structure in an EPROM & FONT prom. The printer is easily removed for servicing. The thermal paper we offer is capable of withstanding temperatures up to 180° F without turning black. The receipt length is adjustable, with a standard width of 2 3/8".

- The Pay Station is capable of printing on standard and sticky back thermal paper of various lengths.
- We offer pre-printed tickets that include logos and graphics. We can print bar codes and QR codes as requested.
- The receipts are printed internally and ejected to customer.
- Our high durability paper cutter will perform one million cuts without requiring sharpening or maintenance.
- The printers are not self-cleaning, however, we offer cleaning kits for the printers which are simple to use.
- Each printer has a mechanism to discharges static.
- The printer paper roll is capable of dispensing a minimum of 4,500 receipts per roll.
- It takes less than 60 seconds to replace a printer roll once the cabinet is open.
- The Pay Station is capable of printing all the information the County requires as noted above.
- Receipt design is programmable via the rate table and can be changed as needed.

Electronic components

- All components in the Pay Station are 'plug and play'. Removal and replacement is quick and easy with no special tools needed.
 - Most plugs are designed to lock in one-way, however to make doubly sure nothing is connected incorrectly, all wires and plugs are labeled with designations.
- All circuit boards and components are sealed and have proven to work well in humidity, however, if possible we recommend using AC with an internal heater when pay stations are used in areas of 20° below zero.
- Pay Stations are built with gaskets and foam molding around all openings as moisture barriers to the outside. Should any moisture get into the cabinet there are barriers built in to drain it away.
- All internal components are up off the bottom of the cabinet as well to ensure there would be nothing sitting in water should any get in the cabinet.
- The PAY STATION cabinets are insulated for better temperature control in harsh climates and have operated in extreme environmental conditions from -40° F, in Canada to 130° F in Death Valley National Park (without a heater -5° F, -20° C).

Cellular Connected

- Each Pay Station is equipped with a modem and software for 4G communications.
 - All Pay Stations are linked via venVUE® our central management system. This system is linked via Cloud based web service so that information is available in real time from the Pay Stations to the back office.
 - Transactions and alarms are communicated to the back office via internet access and the system can also be programmed to send text messages or emails to appropriate personnel for any specific alarms.

- Any connectivity charges will be included in the pricing sheet.
- Ethernet communication is an option if the cables are available.

Communications

- Our systems run in real-time via cloud service so all authorizations are done in real-time.
- If communications are down, the Pay Station will continue to accept transactions and will maintain all data until communications are restored at which time all data will be transmitted.
- Credit cards will be processed as requested through the City's merchant of record to be deposited in the City's bank of choice. We do not charge per charge transaction fees to the City or their customers.
- The security readers on Pay Stations are inserted into the face of the machine with a flat surface. The materials on the reader match the materials on the face plate of the machine. Any skimmer device would be obvious to the user. There is no additional room for anything other than the card to fit into the card slot.
- VenTek uses AWS Cloud, which gives our customers security is at its highest levels, including point to point encryption. Through redundancy, load-balancing, and data duplication, VenTek safeguards your data through one of the strongest platform available.

Data Security

- Data leaving the Pay Stations via Amazon Web Services (AWS) S3 server-side encryption uses one of the strongest block ciphers available, 256-bit Advanced Encryption Standard (AES-256), to encrypt your data.
- VenTek's Transaction Processing System is both PCI DSS and PA-DSS compliant and is certified by the PCI Standards Council. As a Level 1 PCI-DSS service provider, VenTek's two PCI data security certifications represent the strongest in the industry. In the eyes of the PCI Standards Council, this puts VenTek on the highest data security tier of any payment system provider.



Please refer to VenTek's name on listings of PCI-certified service providers by accessing the following websites:

PCI-DSS <http://www.visa.com/splisting/searchGrsp.do>

PA-DSS <https://www.pcisecuritystandards.org>

Software - Back Office Operations

VenTek's venVUE® central management software meets all of the requirements above. See below for further description for venVUE® Secure Web Revenue Portal.

VenTek International offers a complete management system for your revenue collection network called venVUE®. This web-based platform provides real-time Pay Station status, remote active and passive monitoring, remote Pay Station configuration and report generation for status, operational statistics, revenue collection and reconciliation. Whether your network is one or one-thousand, venVUE® can help you manage and maintain your revenue collection system. System uses American English language and the back office will be able to access venVUE® through their existing PCs with URLs and ID supplied initially by VenTek. This program and all of its data is available to the City at any time.

The User Interface

venVUE® provides a window into the network of meters via the Central Control Unit (CCU) and the system database. With venVUE® users can view status and transactional data in real-time, render reports to support audits and generate an array of statistical data

The screenshot displays the venVUE Revenue Collection System interface. The top header shows 'VENTEK - Snohomish' and 'venVUE® Revenue Collection System'. A left-hand navigation menu lists various system functions like Configuration, Coupon Sales Support, and Management. The main content area is titled 'Pay Stations' and shows details for a specific station: 'Pay Station Name: Wyatt AC VS', 'Lot: Wyatt Park', and 'Model: VenStation'. It provides real-time data such as 'Last Heartbeat Time: Jun 18, 2019 14:12:04' and 'Today's Transaction Value: \$60.00'. A detailed status table lists components like Battery, Bill Acceptor, and Card Reader, all showing 'OK' or 'Present' status. A legend on the right explains status colors: green for 'In Service, Pay Station Normal', yellow for 'In Service, Maintenance Required', red for 'Out of Service/Error', pink for 'Out of Service, Intrusion Detected', blue for 'Offline', light blue for 'Busy', and grey for 'Unknown (Disabled, Insecure)'. A 'Refresh' button and a link to the 'Rate Table: 2014-03 WyattPark 400' are also visible.

Controlled Information Access

venVUE® allows for different levels of user access. Access to each module of venVUE® can be granted or restricted ensuring that employees only have access to the amount of detail necessary.

Remote Configuration

venVUE® provides remote access to certain configuration aspects of your network of meters. Users can alter rate information, enable or disable meters from the network, add/delete/modify lots, and control electronic coupon usage.

Real-Time Status and Monitoring

Using venVUE® a revenue network can be monitored in real-time and from remote locations at any time day or night. VenTek pay terminals provide database information and routine status reports using access to the internet via a direct connection, Wi-Fi or digital cellular. Should unauthorized access to a pay terminal take place, the system is able to generate an email or text message to alert authorities.

Audit and Reporting

All transactional and statistical data is uploaded to the CCU in real-time. This provides a second level of audit control for revenue collected at each terminal, as-well-as a much more extensive suite of audit and reconciliation reporting from venVUE®. All transaction detail is automatically uploaded to the CCU and is instantly available through a number of standard reports. Each audit period is also automatically closed through the cash collection process, and reports are generated at both the terminal level and through the CCU. Custom reports are available; however the system comes standard with a variety of reports that provide detailed information regarding revenue, enforcement, terminal details, statistics and sales transactions. venVUE® generates all reports in PDF format. Optionally, venVUE® can export any of the existing report data fields into a variety of other file formats (tab delimited, Excel, etc.) to allow the user to import data into other applications.

The venVUE® remote management system's reporting capabilities include:

- System Statistics
 - Usage patterns
- Revenue Reconciliation
 - Cash Pickup
 - Payment Card Settlements
- Transaction Lookup
 - By Payment Made: Cash, electronic
 - Cash Transactions with change payload by denomination
- Terminal Data
 - Machine status indications (Door open/close, etc.)
 - Peripheral status indications (Bill/coin Acceptor jam, printer fault condition, etc.)

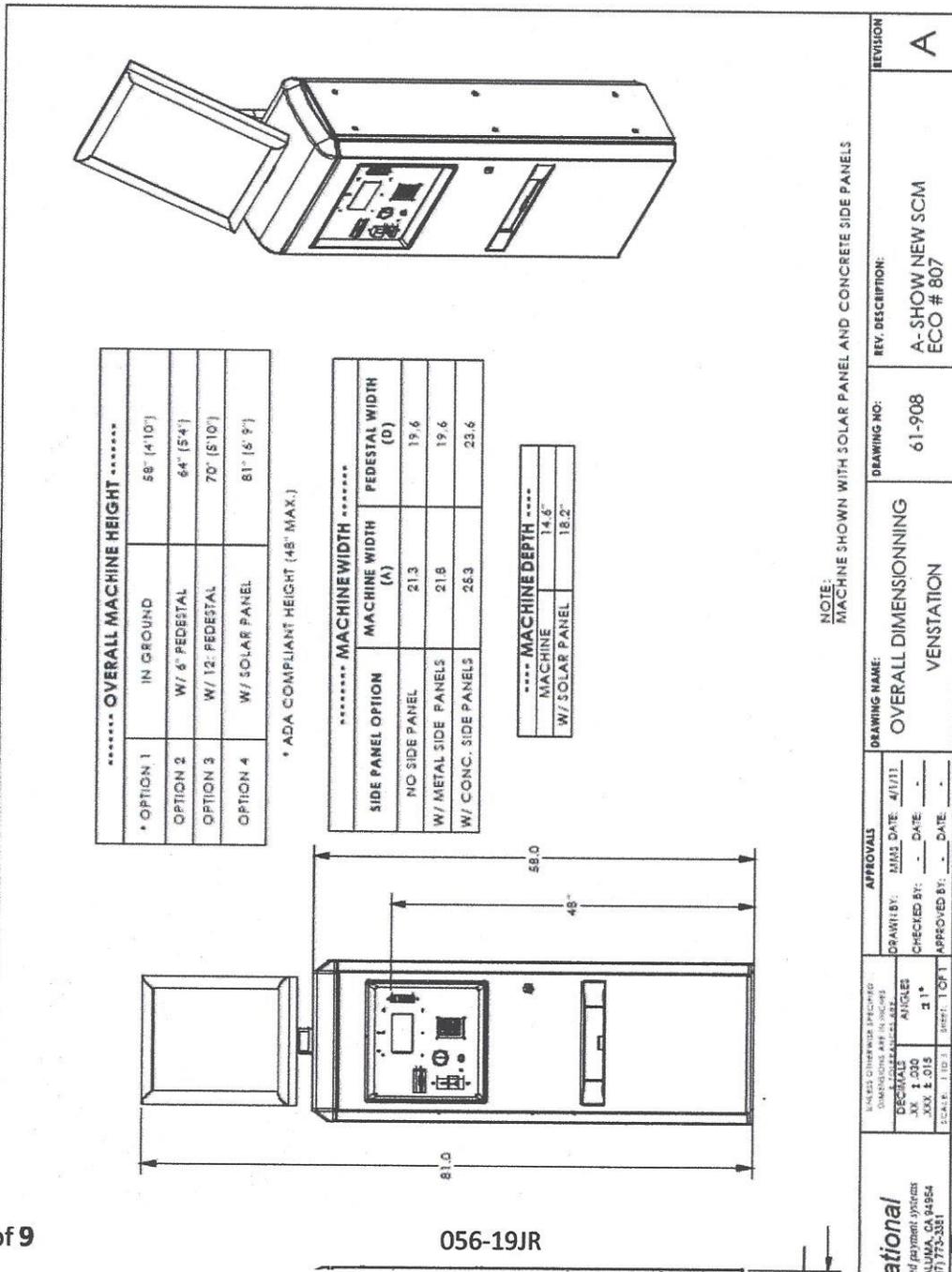
With venVUE® as your digital assistant, you have a secure revenue collection system that is simple to manage and flexible enough to grow with your business. You have the complete package with VenTek and the venVUE® web interface.

- All warnings and alarms are communicated to the back office as well as via text and/or email to assigned County staff.
- Pay Stations perform a "heartbeat" normally every 30 minutes. This heartbeat tests every function of the station and reports back to the back office if there are any concerns. It is recommended that every 5 minutes may be a stress load to the solar battery and a longer time frame is suggested. The time of the heartbeat can be programmed. Alarms are available 24/7 – 365.

Reports

- All reports on the home page for the City will show in a dashboard status
- Each standard report is available via the navigation pane on the left of the home screen. Reports can be chosen by clicking on the drop down menu.
- Each time the dashboard is open it will open to the home screen.
- Standard reports show as either chart or graph depending on the information being presented.
- All Standard reports listed are available in venVUE®. (See Attachments for examples.)
- Customized reports can be created for the City, also all data can be saved into.csv files to be down loaded to other applications as well.

venSTATION Overall Dimensions



venSTATION

Innovation and excellence

Pay & Display ○ **Pay by Space**
Pay by Plate ○ **Pay on Foot** ○ **Pay in Lane**



RELIABLE



REAL-TIME



SECURE



VERSATILE

- *PCI Compliant Card Processing*
- *PCI-DSS Level 1 & PA-DSS Certifications*
- *Real Time Authorization & Automated Settlement*
- *Relational System Database*
- *Supports all major credit cards & EMV Ready*
- *Customer-controlled value cards & coupon codes*
- *Supports all forms of internet connectivity*

- *USA Based Central Communications Facility*
- *10 Gauge steel with 1/4" steel reinforcement*
- *Audible & remote alarm capability*
- *Sealed and locked cash system*
- *Complete Audit & Transaction History*
- *Approximately 25"W x 58"H x 15"D*
- *Full ADA with max keypad height of 54"*

- *Solar Power, 110v A/C w/Battery Backup*
- *Hybrid Solar System with A/C Backup*
- *US, Canadian & International Currency*
- *Optional change giving in coins or bills*
- *Backlit LCD display w/ 22pt Font*
- *ATM-style menu driven interface*
- *Custom graphics & colors available*

Contact us today!

(707) 773-3373 ○ sales@ventek-intl.com

Twitter: @ventekintl

 **VenTek International**
engineering the future of automated payment systems

www.ventek-intl.com

1260 -A Holm Rd, Petaluma, CA

Proudly built in the USA

venSTATION

Innovation and excellence

Item 8d.

PAY BY LICENSE

REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

- PCI-DSS Level 1 & PA-DSS Data Security Certifications
- Real Time Payment Authorization & Automated Settlement
- Relational System Database
- Central Communications Facility

MULTIPLE PAYMENT METHODS

- Coins & Bills
- SmartCards & Value Cards
- Validations: Cards & Remote
- Credit Cards
- Debit Cards
- Electronic Coupons

MULTIPLE VENDING MODES

- Permit Issuance
- License Plate Recognition
- Handheld and/or Vehicle Mouted Enforcement
- Integration with LPR Optical Readers and Enforcement Systems
- DMV Integration for Residency Validation

NETWORK SUPPORT FOR 2 TO 200+

- DSL, Cable, Frame Relay
- Wi-Fi 802.11 (WPA/WPA2)
- Satellite and Dial-up for Remote Locations
- Digital Cellular Wireless (GPRS/CDMA)

REMOTE RATE MANAGEMENT PROGRAMMABLE BY...

- Variable Rates
- Flat Rates
- Multiple Picks
- Variable Time Durations
- Times of Day
- Days of Week
- Specific Dates (Special Events)

REAL-TIME LOCAL/ REMOTE REPORTING & NOTIFICATION

- Audit Reports
- Sales Reports
- Cash Collection Reports
- Service Alerts
- Intrusion Detection
- Enforcement Reports



Interface

Large, easy to read LCD display
ATM-style menu driven interface
Custom graphics & colors available
Full QWERTY Illuminated Keypad

Payment Processing

US & Canadian & International Currency
Customer-controlled electronic pay cards
PCI Compliant Credit Card Processing
VISA, Mastercard, AMEX and Discover
Tokens: Programmable value

Change Giving (Optional)

All Coin Denominations
Programmable Coin Acceptor
600 Coin Capacity Coin Hopper

Ticket Printer

Low maintenance thermal printer
In excess of 5,000 tickets per paper roll

Security

10 Gauge steel with 1/4" steel reinforcement
Maximum security Medeco lock
Audible & remote alarm capability
Sealed cash system
High-strength, Double-locking Coin bag
1,000 Note Double-locking Bill Cassette
Audit reports & Complete Transaction Log History

Dimensions

Approximately 25" w x 58" h x 15" d
Full ADA with max keypad height of 54"

Power Sources

110v A/C (w/optional Battery Backup)
Solar - Battery



www.ventek-intl.com

For more information please contact us today
(707) 773-3373 info@ventek-intl.com

Proudly built in the USA

1260 -A Holm Rd, Petaluma, CA 94954

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Simple Electronic Payment Options

Item 8d.

Customer selects payment option at Pay Station

Options can be configured as code/card entry required, optional, or not allowed

If allowed Customer enters code using keypad or swipes card

Valid code/card provides discount amount programmed for 1 to 100 percent value

Code is verified; if approved transaction is complete.

Simple electronic payment options are available to VenTek clients and their customers.

Easy for you to operate. Easy for your customers to use.

Can be added anytime to your VenTek Revenue Collection System

For use as:
Annual passcards
Parking coupons
Validated parking
Free Parking/Entry

Works with:
Pay and Display
Pay by Space
Pay by Plate
Pay on Foot

For more information please contact us today
(707) 773-3373 sales@ventek-intl.com

Made in the USA

VenTek International
engineering the future of automated payment

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**Northwest
Parking
Equipment
Company**

NW Distributors
Electronic Pay Stations

Item 8d.

October 18, 2022

Kelly Dilbeck
City of Oregon City
1234 Linn Avenue
Oregon City, OR 97045

Hi Kelly,

Thank you for the opportunity to respond to this Request For Proposals For Parking Kiosk Equipment, Software, and Services due on October 21, 2022, 4:00pm. The two cost proposals provided within are split into two separate quotes. One quote for the Pay Stations, installation, and training and the second quote is for the "spare package" which is discounted 10%.

Please do not hesitate to contact me if you have any questions or concerns. Thank you again.

Roy Whipple, Jr.

A handwritten signature in black ink that reads "Roy Whipple, Jr." with a stylized flourish at the end.

President

Northwest Parking Equipment Company, Inc.
13500 Lake City Way NE
Suite 208
Seattle, WA 98125
(206)363-5265

Northwest Parking Equipment Company
 13500 Lake City Way NE
 Suite 208
 Seattle, Washington 98125
 (206) 363-5265

PROPOSAL

Item 8d.

Submitted to:

Kelly Dilbeck	Date: October 18, 2022
City of Oregon City	
1234 Linn Avenue	
Oregon City, OR 97045	

Customer P.O.

No.

Delivery Site:

To be specified. Is a forklift available or do you require a lift gate delivery truck?

QUANTITY	DESCRIPTION OF ITEM	AMOUNT
16	ALL PAY Pay By License venSTATIONS inclusive of 4G Online wireless kits at \$12,970.00 each including one that is the current "pilot" Pay Station.	207,520.00
16	Optional solar powered kits with 40 AHR batteries.	Included
16	Optional lockable bill acceptors with 1,000 capacity vaults with keys.	Included
16	Optional lockable coin acceptor vaults.	Included
16	Optional Pay By License alpha numeric keypads.	Included
1	On site setup of components, customization and programming, staff training and testing at \$150.00 each.	2,400.00
16	Rolls tickets at \$58.44 each for a total of \$935.04	No Charge
	**Quote valid for (30) days.	
	**Freight costs are "estimated" and may increase or decrease according to market conditions.	
	**Additional "Online Monthly" Fees apply to new Pay Stations over the current quantity being replaced.	

FREIGHT
WSST
TOTAL

2,289.00
N/A
\$212,209.00

OTHERS TO SUPPLY: Installation of AFMs.

WARRANTY: One year parts and labor.

In the event that legal action must be taken to collect any and/or all of the contract price, Northwest Parking Equipment Company shall be entitled to reasonable attorneys' fees, court costs and preparation time. Preparation time will be calculated at Northwest Parking Equipment Company's shop rate and is in addition to attorneys' fees and late charges. Unless otherwise stated on invoices, all invoices will be payable, in full, thirty (30) days from invoice date. In addition, a 1.5% late charge per month will be assessed on all past due accounts. Northwest Parking Equipment Company's performance under this agreement is contingent upon strikes, accidents, delays of carriers and other delays unavoidable or beyond the reasonable control of Northwest Parking Equipment Company.

ACCEPTANCE

PAYMENT TERMS: Zero deposit with order.

\$Full payment due within 30 days of shipment.

The above prices, descriptions, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the items specified by this proposal in accordance with the terms herein.

ACCEPTED:

NORTHWEST PARKING EQUIPMENT COMPANY

[Company Name]

Roy Whipple, Jr.

By: _____

President
 October 18, 2022

Date _____

Date _____

Northwest Parking Equipment Company
 13500 Lake City Way NE
 Suite 208
 Seattle, Washington 98125
 (206) 363-5265

PROPOSAL

Item 8d.

Submitted to:

Kelly Dilbeck	Date: October 18, 2022
City of Oregon City	
1234 Linn Avenue	
Oregon City, OR 97045	

Customer P.O. No. _____

Delivery Site:

To be specified.

<u>QUANTITY</u>	<u>DESCRIPTION OF ITEM</u>	<u>AMOUNT</u>
	<i>SPARE COMPONENT PACKAGE</i>	
2 Each	LCDs, Controllers, Dual Hybrid Card Readers, Pay By License Keypads, Bill Acceptors With Locking Vaults, Coin Acceptors, Printers, and 1x4 keypads.	14,654.40
1	Less 10% discount	-1,465.44
	**Quote valid for (30) days.	

FREIGHT	Included with order.
WSST	N/A
TOTAL	\$13,188.96

OTHERS TO SUPPLY:

WARRANTY: One year parts and labor.

In the event that legal action must be taken to collect any and/or all of the contract price, Northwest Parking Equipment Company shall be entitled to reasonable attorneys' fees, court costs and preparation time. Preparation time will be calculated at Northwest Parking Equipment Company's shop rate and is in addition to attorneys' fees and late charges. Unless otherwise stated on invoices, all invoices will be payable, in full, thirty (30) days from invoice date. In addition, a 1.5% late charge per month will be assessed on all past due accounts. Northwest Parking Equipment Company's performance under this agreement is contingent upon strikes, accidents, delays of carriers and other delays unavoidable or beyond the reasonable control of Northwest Parking Equipment Company.

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PAYMENT TERMS: Zero deposit with order.
 \$Full payment due within 30 days of shipment.

The above prices, descriptions, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the items specified by this proposal in accordance with the terms herein.

ACCEPTED:

 [Company Name]
 By: _____

 Date

NORTHWEST PARKING EQUIPMENT COMPANY

 Roy Whipple, Jr.,
 President
 October 18, 2022

 Date



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 12/21/2022

SUBJECT:

Resolution No. 22-38, Supplemental Budget for the 2021-23 Biennium

STAFF RECOMMENDATION:

Move to approve Resolution No. 22-38, A Resolution to Adopt a Supplemental Budget for the 2021-23 Biennium

EXECUTIVE SUMMARY:

The Mayor and City Commission adopted the 2021-23 Biennial Budget on June 2, 2021. Conditions not known at the time the budget was prepared have occurred that require changes in financial planning. Oregon Budget Law allows the City Commission to make budget adjustments by resolution.

BACKGROUND:

Additional information on each adjustment is provided in “Exhibit A - Budget Adjustment Summary” attached to Resolution 22-38. The adjustments include:

- Increase Elevator Services Contract Funding in Transportation Fund
- Increase Vehicle Maintenance Expense in Fleet Service Fund
- Increase Pass Through Surcharge Revenue to the State
- Increase Pass Through Metro Excise Tax Revenue
- Increase Police Emergency Server work in Community Facilities Fund
- Reallocate ARPA funding

OPTIONS:

1. Approve Resolution No. 22-38 as is
2. Deny Resolution No. 22-38
3. Provide edits to Resolution No. 22-38

BUDGET IMPACT:

Amount: Information on each adjustment is provided in the Budget Adjustment Summary attached to this staff report

FY(s): 2021-23 biennium

Funding Source(s): Various

RESOLUTION NO. 22-38

A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET FOR THE 2021-23 BIENNIUM

WHEREAS, the City Commission adopted a budget for the 2021-23 Biennium and made appropriations by Resolution No. 21-29 on June 2, 2021; and

WHEREAS, ORS 294.338, ORS 294.463 and ORS 294.466 provide the legal basis for changes in appropriations, and ORS 294.471 and ORS 294.473 provide the legal basis for supplemental budgets, by Commission Resolution; and

WHEREAS, the need now exists to transfer and appropriate funds for the purposes and in the amounts shown in the attached Budget Adjustment Summary; and

WHEREAS, conditions not ascertained at the time the budget was prepared have occurred that require changes in financial planning, resulting in a change in appropriation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City that the Budget Adjustment Summary as attached as Exhibit A be made a part hereof and authorized. This resolution shall take effect immediately upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of December 2022.

DENYSE MCGRUFF, Mayor

Attested to this 21st day of December 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Oregon City Budget Adjustment Summary 2021 - 2023 Budget Adjustment 4

Description	Account	Original Budget	Increase	Decrease	Revised Budget
1) Elevator Services Contract Funding					
General Fund					
Transfer to Transportation Fund	E 100-900-9926	\$ 322,008	\$ 13,000	\$ -	\$ 335,008
Contingency (Ending Fund Balance)	E 100-190-9998	\$ 7,652,108	\$ -	\$ 13,000	\$ 7,639,108
Transportation Fund					
Transfer from General Fund	R 260-526-4910	\$ 322,008	\$ 13,000	\$ -	\$ 335,008
Technical	E 260-526-6004	\$ 412,500	\$ 13,000	\$ -	\$ 425,500
2) Increase Vehicle Maintenance Expense in Fleet Service Fund					
Fleet Fund					
Internal Service Charge Revenue	R 610-561-4580	\$ 523,910	\$ 140,000	\$ -	\$ 663,910
Vehicle Maintenance Expense	E 610-561-6134	\$ 230,000	\$ 140,000	\$ -	\$ 370,000
Transportation Fund					
Contingency (Ending Fund Balance)	E 260-526-9998	\$ 449,873	\$ -	\$ 60,000	\$ 389,873
Vehicle Maintenance Expense	E 260-526-6134	\$ 130,000	\$ 60,000	\$ -	\$ 190,000
Water Fund					
Contingency (Ending Fund Balance)	E 510-551-9998	\$ 7,418,149	\$ -	\$ 50,000	\$ 7,368,149
Vehicle Maintenance Expense	E 510-551-6134	\$ 64,000	\$ 50,000	\$ -	\$ 114,000
Stormwater Fund					
Contingency (Ending Fund Balance)	E 530-553-9998	\$ 1,957,469	\$ -	\$ 27,000	\$ 1,930,469
Vehicle Maintenance Expense	E 530-553-6134	\$ 120,000	\$ 27,000	\$ -	\$ 147,000
General Fund - Code Enforcement & Facilities					
Contingency (Ending Fund Balance)	E 100-190-9998	\$ 7,639,108	\$ -	\$ 3,000	\$ 7,636,108
Vehicle Maintenance Expense	E 100-190-6134	\$ 2,000	\$ 3,000	\$ -	\$ 5,000
3) Pass Through Surcharge Revenue to the State					
Building Fund					
State Surcharge Revenue	R 230-411-4575	\$ 250,000	\$ 115,000	\$ -	\$ 365,000
State Surcharge Expense	E 230-411-6702	\$ 250,000	\$ 115,000	\$ -	\$ 365,000
4) Pass Through Metro Excise					
Building Fund					
Metro Excise Revenue	R 230-411-4573	\$ 150,000	\$ 80,000	\$ -	\$ 230,000
Metro Excise Expense	E 230-411-6708	\$ 150,000	\$ 80,000	\$ -	\$ 230,000
5) Police Emergency work in server room					
Community Facilities Fund					
Miscellaneous	R 310-210-4790	\$ -	\$ 67,000	\$ -	\$ 67,000
Capital Improvements/Infrastructure	E 310-210-7032	\$ 100,000	\$ 67,000	\$ -	\$ 167,000

Descriptions:

- 1) Three year contract with Downtown Oregon City for Elevator Staffing Services. The contract is on a calendar year schedule for three years (2023, 2024 & 2025). This adjustment recognizes the increase costs for the biennial budget 2021-2023.
- 2) Oregon City's vehicles are serviced by the Fleet internal service fund. Vehicle maintenance expenses are higher than anticipated in their budget for this biennium, particularly for serviced fleet vehicles in transportation. This adjustment recognizes additional internal service charge revenue to the Fleet Fund. This adjustment also transfers money from Contingency/Ending Fund Balance to appropriate the additional vehicle maintenance costs in the utility funds that incurred further expenses.
- 3) A surcharge fee of 12% is applied to building permits issued in the State of Oregon. Permits are issued any time a construction activity under the State building code is authorized and will be inspected. The pass through revenue is significantly higher this biennium than the prior period, primarily due to higher than anticipated construction in the City. This adjustment increases the budget for pass through funds.
- 4) A construction excise tax of 0.12% is applied to building permits issued in the Metro region. Permits are issued any time a construction activity under the State building code is authorized and will be inspected. The pass through revenue is significantly higher this biennium than the prior period, primarily due to higher than anticipated construction in the City. This adjustment increases the budget for pass through funds.
- 5) Police Emergency Generator Power and Emergency Server Room Modifications. Anticipate approximately \$67,000 reimbursement from the architect. This budget is currently overbudget due to this event but will be corrected with this budget adjustment.

<u>Description</u>		<u>Account</u>	<u>Original Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
6) ARPA						
General Fund						
	Transfer to Comnty Fac Fund	E 100-900-9931	\$ 300,000	\$ 75,000	\$ -	\$ 375,000
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 7,636,108	\$ -	\$ 75,000	\$ 7,561,108
Community Facilities Fund						
	Transfer from General Fund	R 310-320-4910	\$ -	\$ 75,000	\$ -	\$ 75,000
	Building Improvements	E 310-320-7032	\$ 100,000	\$ 75,000	\$ -	\$ 175,000
General Fund						
	Building Improvements	E 100-190-7032	\$ 261,000	\$ 400,000	\$ -	\$ 661,000
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 7,561,108	\$ -	\$ 400,000	\$ 7,161,108
General Fund						
	Transfer to Community Development Fund	E 100-900-9922	\$ 622,000	\$ 17,500	\$ -	\$ 639,500
	Transfer to Building Fund	E 100-900-9923	\$ -	\$ 32,500	\$ -	\$ 32,500
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 7,161,108	\$ -	\$ 50,000	\$ 7,111,108
Community Development Fund						
	Transfer from General Fund	R 220-410-4910	\$ 622,000	\$ 17,500	\$ -	\$ 639,500
	Building Improvements	E 220-410-7032	\$ 4,025	\$ 17,500	\$ -	\$ 21,525
Building Fund						
	Transfer from General Fund	R 230-411-4910	\$ -	\$ 32,500	\$ -	\$ 32,500
	Building Improvements	E 230-411-7032	\$ 7,475	\$ 32,500	\$ -	\$ 39,975
General Fund						
	Equipment	E 100-215-7054	\$ -	\$ 225,000	\$ -	\$ 225,000
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 7,111,108	\$ -	\$ 225,000	\$ 6,886,108
General Fund						
	Transfer to Transportation Fund	E 100-900-9926	\$ 335,008	\$ 25,000	\$ -	\$ 360,008
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 6,886,108	\$ -	\$ 25,000	\$ 6,861,108
Transportation Fund						
	Transfer from General Fund	R 260-526-4910	\$ 335,008	\$ 25,000	\$ -	\$ 360,008
	Technical	E 260-526-6004	\$ 425,500	\$ 25,000	\$ -	\$ 450,500
General Fund						
	Transfer to Transportation Fund	E 100-900-9926	\$ 360,008	\$ 600,000	\$ -	\$ 960,008
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 6,861,108	\$ -	\$ 600,000	\$ 6,261,108
Transportation Fund						
	Transfer from General Fund	R 260-526-4910	\$ 360,008	\$ 600,000	\$ -	\$ 960,008
	Capital Improvements / Infrastructure	E 260-527-7040	\$ 6,593,000	\$ 600,000	\$ -	\$ 7,193,000
General Fund						
	Transfer to Equipment Replacement Fund	E 100-900-9932	\$ 24,000	\$ 158,549	\$ -	\$ 182,549
	Contingency (Ending Fund Balance)	E 100-190-9998	\$ 6,261,108	\$ -	\$ 158,549	\$ 6,102,559
Equipment Replacement Fund						
	Transfer from General Fund	R 320-210-4910	\$ 700,000	\$ 158,549	\$ -	\$ 858,549
	Equipment	E 320-210-6580	\$ 192,000	\$ 158,549	\$ -	\$ 350,549

See description on following page

Description (from previous page):

6) At the October 5, 2022 meeting of the City Commission, the Commission determined the final allocation for the ARPA

Project	Allocation
Water Infrastructure	\$ 5,600,000
Broadband Feasibility Study	200,000
Tourism	100,000
Transportation	300,000
Identified in adopted budget	6,200,000
Oregon Main Street grant match for Court House	60,000
Homelessness (Father's Heart Relocation)	400,000
Hold for Unanticipate Future Opportunity	50,000
City-wide Essential Employee Pay	50,000
For future budget adjustment	560,000
Library post-Covid reconfiguration	75,000
Elevator Security Enhancements	25,000
Downtown Parking Kiosks	225,000
Downtown bathroom	400,000
Community meeting spaces	50,000
City match on Federal dollars for Quiet Zone	600,000
C800 implementation/construction additional costs	158,549
Budget Adjustment in Reso 22-38	1,533,549
Total ARPA funds awarded	\$ 8,293,549



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/21/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Second Reading of Ordinance No. 22-1009, Replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003)

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the second reading of Ordinance 22-1009 and LEG22-00003 adopting a new comprehensive plan.

EXECUTIVE SUMMARY:

OC2040 replaces the current Oregon City Comprehensive Plan (adopted 2004) by adopting a new Comprehensive Plan. The Comprehensive Plan is a “living” document; as demographics, economics, and technologies change, so do the priorities and needs of the community. Oregon City has seen significant economic and demographic change in the past 15 to 20 years. This update is intended to reflect those changes and reset the policy framework to align with community values. The attached findings demonstrate how the OC2040 Comprehensive Plan update is consistent with the applicable criteria established for updating a comprehensive plan. Those criteria are found in Chapter 17.68 of the Oregon City Municipal Code.

The Planning Commission recommended approval of LEG22-00003 a new Comprehensive Plan, OC2040 at their meeting on November 14, 2022.

BACKGROUND:

Overview

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community’s vision. City leaders use the Comprehensive Plan to

coordinate public investments, establish the services a City provides, and make decisions about how and where land is developed.

All Oregon cities and counties are required to have a comprehensive plan that is consistent with Statewide Planning Goals. Once adopted, all of a City or County's community and area plans, zoning codes, permits, and public improvements are required to be consistent with the Comprehensive Plan.

Zoning and development code serve as the major implementation mechanism of the Comprehensive Plan. It is also implemented through area specific plans like the Thimble Creek Concept Plan and the South End Concept Plan and topic specific plans like the Transportation System Plan or the Sanitary Sewer Plan.

In addition to providing guidance to decision makers in areas of policy, the Comprehensive Plan is also used by public agencies, organizations, residents, businesses, and developers. The plan will periodically undergo a major review to reflect changing aspirations and values in the community. The last major update to Oregon City's Comprehensive Plan was done in 2004. More information can be found in the Introduction section of the draft plan.

Developing Goals and Policies

The goals and policies are a direct expression of the community's desires, as captured in a vision statement. Oregon City adopted a vision statement in August 2021 that influenced the development of goals and policies. The vision statement and process can be found in the section OC2040 Vision.

Development of the OC2040 plan was a two-year process that began with a community visioning effort that engaged over 1,000 Oregon City community members. Between the fall of 2020 and summer of 2021, Oregon City residents and business owners participated in numerous outreach and engagement activities to help identify common values and priorities for Oregon City's future. Engagement activities included community conversations, online surveys, interactive poster displays, and a social media vision board. To guide the process and provide broad perspective and consistent feedback, a 30-member project advisory team (PAT) was convened to represent a diverse cross-section of community interests and areas of expertise.

To vet the draft goal and policy statements developed through this process, an online Comprehensive Plan Forum was open to the public for two months in early 2022. During that time, City staff also met with City Committees to review the draft goals and policies. This feedback shaped additional revisions and were then presented through a series of work sessions to Planning Commission and City Commission for further refinement and inclusion in the final document.

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies that are concise

statements which provide a specific course of action. In implementation, each policy may lead to one or more action items, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy.

The OC2040 Comprehensive Plan Update

The OC2040 Comprehensive Plan is organized around four themes outlined in the vision statement:

1. Healthy Community
2. Diverse Economy
3. Connected Infrastructure
4. Protected Environment

Each theme constitutes a chapter of the OC2040 Comprehensive Plan. Each chapter covers a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. A matrix is included that compares Comprehensive Plan chapters to the Statewide Planning Goals.

When developing goal and policy concepts, an iterative, open, and transparent process ensured community priorities were captured through four Comprehensive Plan Summits, online surveys, and multiple meetings with the Project Advisory Team (PAT) to review, vet and refine the concepts. New and revised goals and strategies were also supported through a review of the existing Comprehensive Plan goals and policies, review of best practices, and input from City staff. Feedback from PAT members was particularly important to development of draft goals and policies; they have been involved with this project for more than 16 months and represent a diverse set of community interests.

At the Planning Commission meeting on November 14, 2022, the Planning Commission recommended approval with a vote of 4-0 (two members absent) with changes as suggested through public comment. A community member suggested wording revisions to Chapter 1 Healthy and Welcoming Communities:

The City Commission approved edits at the first reading of the ordinance on December 7, 2022. The edits were made in Chapter 1 to Goal 2, Policy 2.4, and Policy 2.5 and in Chapter 3 to Strategy 3.5A and are incorporated into this final version.

OPTIONS:

1. Approve the second reading of Ordinance 22-1009 adopting a new comprehensive plan, OC2040.

ORDINANCE NO. 22-1009

AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING A NEW COMPREHENSIVE PLAN BY REPEALING THE 2004 COMPREHENSIVE PLAN AND REPLACING IT WITH THE OC 2040 COMPREHENSIVE PLAN, COMPREHENSIVE PLAN MAP, OREGON CITY URBAN RESERVES MAP, AND ANCILLARY DOCUMENTS

WHEREAS, Oregon Revised Statutes (ORS) 197.175 requires cities to prepare, adopt, and implement comprehensive plans consistent with statewide planning goals adopted by the Land Conservation and Development Commission (LCDC); and

WHEREAS, as required by 17.50.170- Legislative Hearing Process, a public hearing was held before the Planning Commission on November 14, 2022 to take testimony and evidence on the Comprehensive Plan; and

WHEREAS, over two years the City engaged with over 1,000 Oregon City community members to identify common values and priorities for Oregon City’s future which led to an adopted vision statement that shaped OC 2040 Comprehensive Plan (“OC 2040”); and

WHEREAS, the Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years; and

WHEREAS, OC 2040 complies with Oregon City Municipal Code Chapter 17.68.020- Zone Changes and Amendments Criteria, existing goals for Citizen Involvement and Land Use, and the Statewide Planning Goals ; and

WHEREAS, the Planning and City Commissions both held public noticed work sessions to discuss, review and revise the Goals, Policies and Strategies of OC 2040; and

WHEREAS, the Planning Commission held one public hearing and based on the oral and written testimony they received, adopted minor revisions to the Comprehensive Plan and unanimously recommended approval to the City Commission, and

WHEREAS, adopting the OC 2040 Comprehensive Plan, Comprehensive Plan Map, Oregon City Urban Reserves Map, and Ancillary Documents is in the best interest of Oregon City to ensure that the goals and policies of the City can be realized.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the OC 2040 Comprehensive Plan and all appendices as provided in Exhibit A and Exhibit B, hereby repeals and replaces the June 2004 Comprehensive Plan in its entirety including all public utility plans and other plans adopted by reference.

Section 2. The City Commission adopts the analysis and findings for LEG22-00003 to explain how Comprehensive Plan complies with applicable law.

Read for the first time at a regular meeting of the City Commission held on the 7th day of December, and the City Commission finally enacted the foregoing ordinance this 21st day of December 2022.

DENYSE C. MCGRUFF
Mayor

Attested to this day of ,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A: OC 2040 Comprehensive Plan

Exhibit B: OC 2040 Comprehensive Plan Ancillary Documents



OREGON CITY 2040 COMPREHENSIVE PLAN

LETTER FROM THE MAYOR

On behalf of the Oregon City Commission, it is a great pleasure to present Oregon City's OC 2040 Comprehensive Plan. The last time the city's plan was completely updated was in 2004. Oregon City was a very different place. The population was 28,000 and today it is about 38,000. We have been discovered!

This document is the collective work of over 1,000 citizens over a period of two years. Those comments, opinions, and thoughts were reviewed by the Project Advisory Team (PAT) who helped create a shared vision that supports all of our community members and equitability reflects our aspirations and supports our needs. The PAT was comprised of a large and diverse group of volunteers who helped craft a road map for our future. The creation of this OC 2040 vision and plan was about listening more than talking. It was about respecting and learning from our differences and diversity.

Our current community and our future community does and will support our "Hometown Feel", and heritage. We will continue to be a place that is safe and connected; where all types of families are welcome; where family-wage jobs and a variety of housing types/options are available; where people can walk to parks; where the environment is protected; and where businesses thrive.

We look forward to working with you to ensure Oregon City continues to be a great place to live, work, play, and visit for everyone.



Our best regards,

Denyse C. McGriff, Mayor



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INTRODUCTION

What is a Comprehensive Plan?

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community's vision. This framework of goals and policies is rooted in a factual basis that helps inform other critical planning documents and implementing tools that serve as a coordinated, overarching strategy for the community. City leaders use the Comprehensive

Plan to coordinate public investments and make decisions about how and where land is developed. Land use planning regulations and procedures connect the aspirations set forth in the vision and goal statements of a Comprehensive Plan to the administrative review process for development applications. This is the mechanism for translating a community's vision through land use planning operations. These procedures establish mechanisms for ensuring consistency between the goals and policies of the Comprehensive Plan with the development code, capital improvement plans, and infrastructure plans, among others.

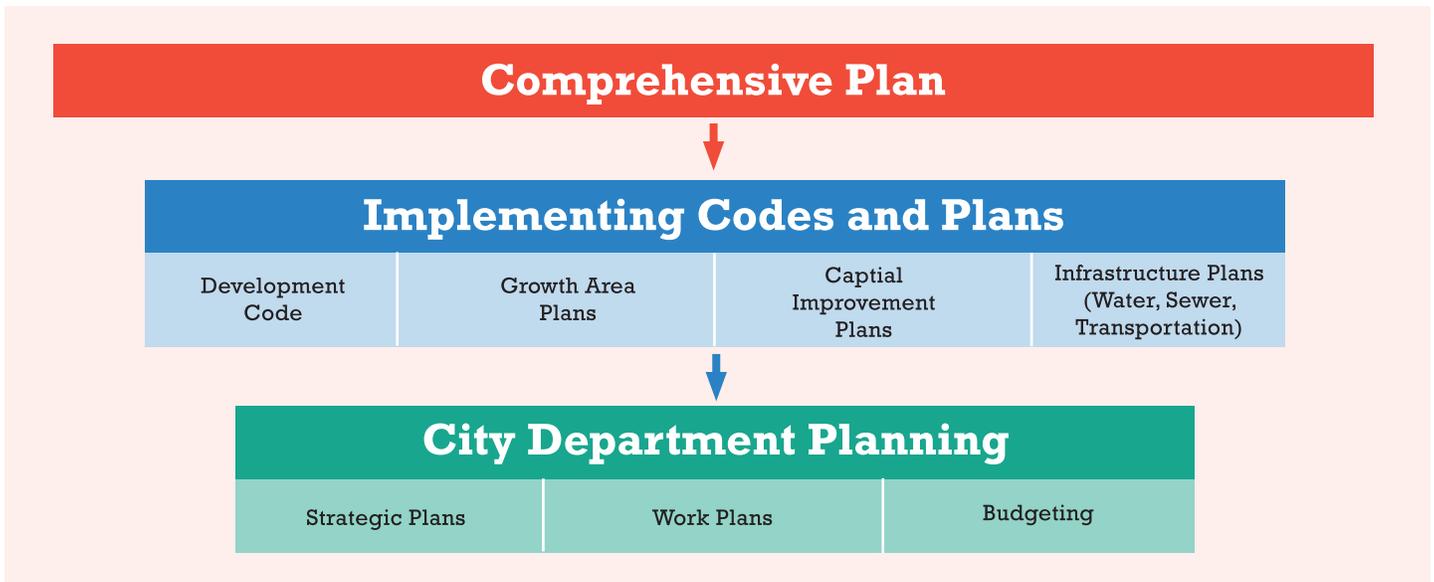


A Brief Overview of Oregon’s Land Use Planning Requirements

Comprehensive planning in Oregon was mandated by the 1973 Legislature with the adoption of Senate Bill 100 (ORS Chapter 197). Under this Act, the Land Conservation and Development Commission (LCDC) was created and directed to adopt Statewide Planning Goals and Guidelines. These Goals and Guidelines were adopted by LCDC in December 1974 and became effective January 1, 1975.

To date, Oregon has adopted nineteen Statewide Planning Goals, and all Oregon cities and counties are required to have a Comprehensive Plan that is consistent with these Goals. Statewide Planning Goals include topics such as land use planning, citizen

involvement, housing supply, economic development, transportation systems, natural resources management, recreation, and more. Each Statewide Planning Goal includes a set of guidelines that, in conjunction with community priorities, help direct the content within Comprehensive Plans. Once adopted, all of a City or County’s community and area plans, zoning codes, permits, and public improvements are required be consistent with the Comprehensive Plan. This structure ensures that cities and counties implement the State’s policy goals first through the Comprehensive Plan, and then by more detailed supporting and implementing documents.



How are Comprehensive Plans used?

Zoning and development code serves as the major implementation mechanism of the Comprehensive Plan. LCDC Goals and Guidelines require “ordinances controlling the use and construction on the land, such as building codes, sign ordinances, subdivision and zoning ordinances” be adopted to carry out the Plan. Oregon City’s zoning map shows the type, location and density of land development and redevelopment permitted and may be updated to reflect the framework established by the Comprehensive Plan. The Comprehensive Plan is also implemented through area-specific and topic-specific plans, which guide public investments. Area specific planning efforts take place for a smaller part of the city, like a district or neighborhood, such as the Thimble Creek Concept Plan and the South End Concept Plan. Oregon City also adopts plans that are topic or infrastructure-specific, such as Transportation, Sanitary Sewer, and Water Master Plans. These plans contain many components, such as background information, assessment of existing conditions or system deficiencies, overarching goals or evaluation criteria, potential capital improvement projects, as well as strategies, code amendments, and land use or zoning map changes. These plans should follow the ethos of the Comprehensive Plan and should not contradict its goals. The components of area-specific or topic-specific plans either can be adopted by ordinance or resolution. They can also result

in an amendment to the Comprehensive Plan or its implementation tools to ensure they stay current over time. Area or topic-specific plans direct the work of a City’s departments, like Planning, Public Works and Parks and Recreation, through action plans and departmental budgeting.

Thirteen of the nineteen Statewide Planning Goals apply to Oregon City. These include:

- Goal 1: Citizen Involvement
- Goal 2: Land Use Planning
- Goal 5: Natural Resources, Scenic and Historic Areas, And Open Spaces
- Goal 6: Air, Water, And Land Resource Quality
- Goal 7: Areas Subject to Natural Hazards
- Goal 8: Recreational Needs
- Goal 9: Economic Development
- Goal 10: Housing
- Goal 11: Public Facilities
- Goal 12: Transportation
- Goal 13: Energy Conservation
- Goal 14: Urbanization
- Goal 15: Willamette River Greenway

All community members may use the Plan to:

- Support or advocate for specific programs in the City’s work plan;
- Review and comment on proposed land use projects, infrastructure improvements, and public service provisions;
- Learn about planning topics, issues, and trends in Oregon City, as well as specific land use designations for their property and neighborhood; and
- Inform development of applications for grants or other funding.

Who uses the Comprehensive Plan?

In addition to its use by City Commission, appointed commissions, committees, boards, and City staff, a Comprehensive Plan should be designed to be used by individuals and groups, including public agencies, organizations, residents, businesses, and developers.

- **Public Agencies:** The State of Oregon and Metro may refer to the Comprehensive Plan when determining the consistency of a supporting document or development project. Service coordination partners, such as Clackamas County or the Oregon City School District, may also use the plan to determine whether a proposed requirement, project, or program is consistent with the Plan.
- **Organizations:** The Comprehensive Plan includes goals and strategies to address a variety of community needs. Private and nonprofit organizations may refer to the Comprehensive Plan to learn more about the City’s planned actions and investments supporting their mission and may identify opportunities to collaborate for more effective efforts.

- **Community Members:**
 - o *Property Owners.* The Comprehensive Plan describes the land use changes that may affect the form and character of neighborhoods, the strategies for attracting businesses that provide jobs and needed goods and services, and plans for infrastructure improvements that support existing residents and allow for future growth.
 - o *Businesses.* The Comprehensive Plan includes the policies for guiding investments the City will make to support businesses and indicates where and how these investments will be made. Businesses may also refer to the Comprehensive Plan Map to determine how policy or land use changes may shape the business environment in an area.
 - o *Developers.* Since the Comprehensive Plan guides where and how development may take place, developers may use the Comprehensive Plan to determine the land use designations for particular sites or areas. Certain projects are required to demonstrate consistency with Comprehensive Plan goals and policies. The Plan also contains or references background information that could inform a development application or the development process.



Elements of a Comprehensive Plan

In addition to goals and strategies for a broad range of topics, Comprehensive Plans are required to include other components. This includes technical analyses and background research to help set the policy framework, as well as implementing plans that provide detailed guidance for specific systems and geographies. While these analyses and background documents are generally incorporated in a Comprehensive Plan by reference, they provide a foundation for the development of goals and policies.

In addition to referencing a factual basis and establishing goals and policies, a Comprehensive Plan also includes a Comprehensive Plan map that spatially designates residential, employment, and mixed-use development and resource lands in a way that best implements the goals and policies included in the Comprehensive Plan.

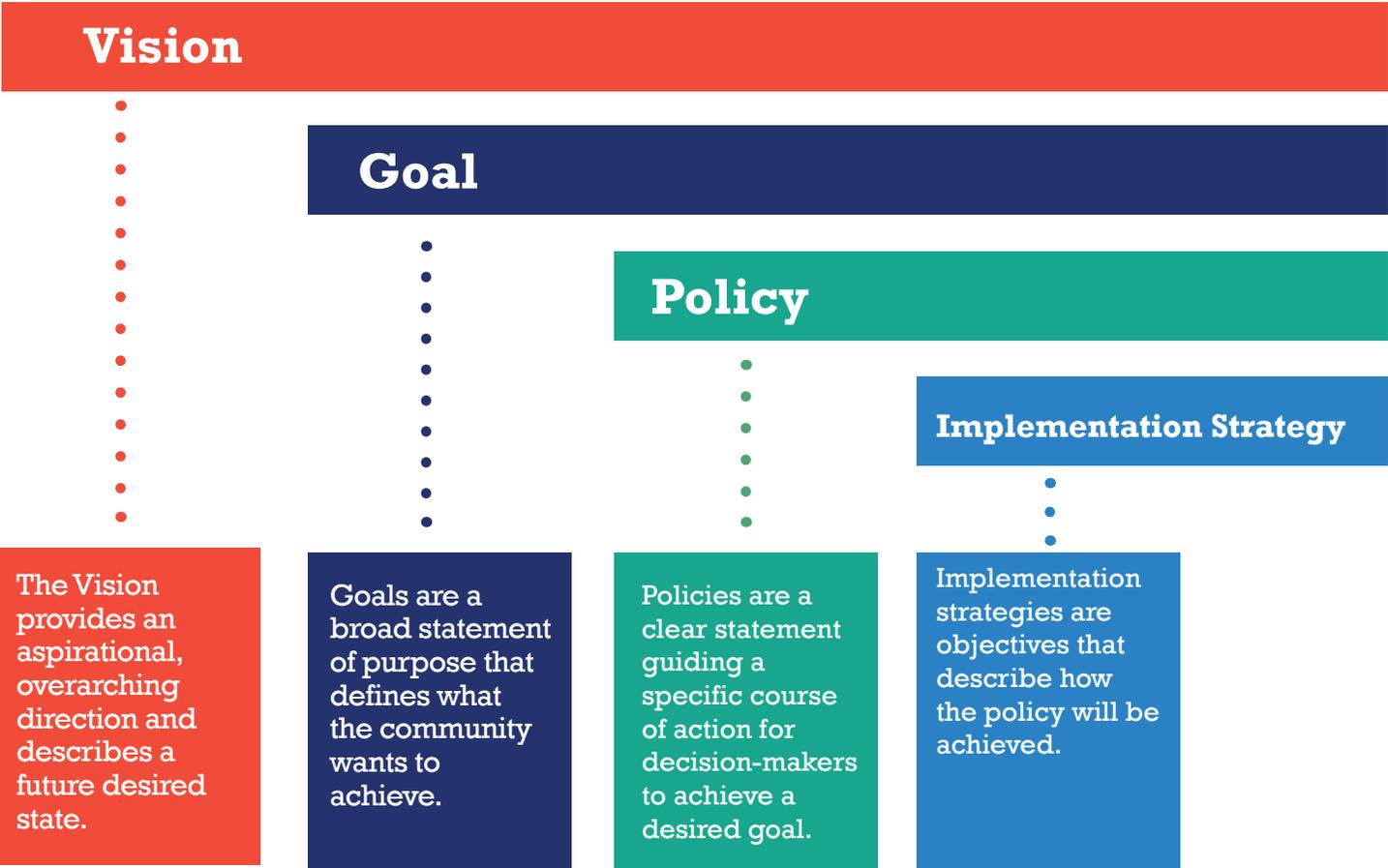
In terms of document organization, some communities prepare Comprehensive Plans that follow the order and title of the statewide planning goals, whereas other communities organize the document by broader topics relevant to their community.

Developing Goals and Policies

The heart of the Comprehensive Plan is the community's vision for the future. The goals and policies are a direct expression of the desires of the community, as captured in a vision statement, and are organized in a nested hierarchy.

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies, which are concise statements that provide a specific course of action. In implementation, each policy may lead to one or more implementation strategies, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy. Implementation strategies can be included in Comprehensive Plans but are also established separately as part of a departmental action plan.

Because the Comprehensive Plan directs land use by law, there is no hierarchy implied in the order of the sections and none of the goals or policies has priority except as stated in particular policies. When used to make decisions, all relevant goals and policies must be accounted for and considered.



Why are we updating our plan now?

The Comprehensive Plan is a living document. As demographics, economics and technology change, so do the attitudes and aspirations of the community. The Plan will periodically undergo a major review as required by state law to assure it remains a relevant and workable framework for growth and development. If rapidly changing conditions warrant reconsideration of the Plan’s Goals and Policies every 10 years (generally), modifications may be initiated by the City Commission or Planning Commission. Any citizen or group may request the Council or Commission initiate a Plan amendment,

but formal direction for study may only come from these official bodies.

Not all Comprehensive Plan updates begin with a community-wide visioning process. However, communities like Oregon City that have seen significant economic and demographic change over a 15-20 year period will often initiate a broad community engagement effort to establish a new vision for the future, understand community priorities and reset the policy framework of the Comprehensive Plan.

OC2040 Vision

The OC2040 process engaged over a thousand Oregon City community members to understand what makes Oregon City special and what we want to see in the future.

Developing the OC2040 Vision

Between Fall 2020 and Summer 2021, Oregon City residents and business owners participated in numerous outreach and engagement activities around the OC2040 process. This included community conversations, an online survey, interactive poster displays around town, and a social media vision board. Paper copies of the online survey were available in apartment complexes around Oregon City, along with gift card incentives to local businesses for participants who completed surveys. All the engagement activities prompted participants to share what they love about Oregon City today and what they want to see in the future. Over a thousand community members engaged in the OC2040 process through these outreach activities.



Approximately 30 groups, clubs, committees and/or organizations met to discuss the future of Oregon City through community conversations, including:

- Three Rivers Art Guild (TRAG)
- Oregon City Farmers' Market Board
- Oregon City Business Alliance Board
- Abernethy Center employees
- The Fowler Family (3 generations of Oregon City residents)
- Building Blocks 4 Kids
- Elyville (formerly Barclay Hills) Neighborhood Association
- Homeless Solutions Coalition of Clackamas County
- Oregon City Planning Commission
- Oregon City Parks and Recreation Advisory Committee
- Oregon City Historic Review Board
- Friends of the Ermatinger
- Downtown Oregon City Association
- Oregon City Development Stakeholder Group
- Park Place Neighborhood Association
- Transportation Committee
- Park Place Neighborhood Association
- Steering Committee
- River Crest Memory Care
- OCHS Student Council
- Oregon City Neighborhood Association
- Officers
- Natural Resources Committee
- CCC Associated Student Government Meeting 1
- CCC Associated Student Government Meeting 2
- Rivercrest Neighborhood - Elderly Residents
- Black Lives Matter Rally
- Unite Oregon City
- CCC Multicultural Center / International Students
- Oregon City Optimists Club
- Oregon City Parks Foundation
- Apartment Complex – rental units
- Village at the Falls



To guide the OC2040 Vision and Comprehensive Plan, a 30-member Project Advisory Team (PAT) was convened to represent a broad cross-section of community interests and areas of expertise. As a large and diverse body of appointed volunteers, the PAT was instrumental in guiding engagement efforts, reviewing community input, crafting the vision statement and the goals and policies of the new Comprehensive Plan. The PAT guided all work products and acted as liaisons to specific constituencies and interest groups to champion the OC2040 process.

Project Advisory Team:

Members of the Project Advisory Team included the following representatives and/or community advocates:

- Advocate for Persons with Physical Disabilities
- Clackamas Community College
- Rental Housing / Public Assistance
- Active Transportation / Bicycle / Pedestrian
- Alternative Housing Developer
- City Commission
- Planning Commission
- Latinx / Hispanic Business Association / Chamber of Commerce
- Russian Speaking Business or Representative
- Elderly / Aging in Place Advocate
- Confederated Tribes of Grande Ronde
- Youth Representative
- Oregon City Citizen Involvement Committee (CIC)
- Oregon City Historic Review Board (HRB)
- Oregon City Natural Resources Committee (NRC)
- Oregon City Parks and Recreation Advisory Committee (PRAC)
- Oregon City Transportation Advisory Committee
- Residential Developer / Home Builders Association / Realtor
- Large Employer
- Small Employer
- Downtown Oregon City Association (DOCA)
- Faith Based / Youth Pastor / LGBTQ / Latinx
- At Large Community Member
- LGBTQ+ Advocate
- Advocate for Persons with Mental Disabilities
- Homeless Community Advocate
- Community Health Advocate
- African American / Homebuilder
- Asian American / Pacific Island Community

Feedback from all outreach activities was compiled, reviewed and coded for key themes, topics and ideas. With this input, the Project Advisory Team (PAT) drafted a Community Vision Statement around four (4) overarching themes: Healthy and Welcoming Community, Diverse Economy, Connected Infrastructure, and Protected Environment.

Upon completion of a draft vision statement, an online Community Vision Forum was launched, available in both English and Spanish. The Forum provided an opportunity to learn about the OC2040 project, review key themes from all the engagement efforts to date, and comment on the draft OC2040 Vision Statement.

Overall, there was a high level of support for each of the four vision statement themes, with over 80-90% of respondents indicating that they “loved” or “liked most of” the vision statement. Feedback from the Community Vision Forum and the PAT guided additional revisions to the OC2040 Vision Statement.

In August 2021, City Commission adopted the final OC2040 Vision, crafted from months of broad outreach and engagement with residents and business owners. The four key themes that emerged from community outreach and became the organizing principles of the Vision Statement also serve as the framework for the Comprehensive Plan.

The Role of Equity in the Context of Planning:

A key objective of the process was to frame the OC2040 Comprehensive Plan through an equity lens. The engagement process was designed to engage community members early and often using a variety of means, and to lift up the voices of underrepresented populations, such as communities of color, those living in subsidized housing, and the homeless, so as to better understand how to support all our community members. Key objectives of the community engagement process included:

- Developing a robust and equitable community outreach program.
- Providing timely, transparent, and accurate information.
- Ensuring a representative cross-section of Oregon City residents, businesses, and partners.
- Consulting the community in policy updates.
- Ensuring community members understand how decisions are made, feel their concerns are heard, and know how their feedback influenced decisions.
- Conducting outreach in a culturally and linguistically appropriate manner, using methods and locations that are safe and familiar.
- Employing accessible and appropriate tools and technologies.

An equity lens was also applied when developing the goals and strategies of the Comprehensive Plan, helping address two key attributes that mark the term:

Disproportionality: When the outcomes of a project or plan create or amplify disparities in only part of community, the disproportionate impacts can lead to further social and economic impairment of some groups while others receive the full benefit of the effort.

Institutionalized: Inequity is often embedded in methodologies that justify systemic strategies, and ignore negative outcomes and disproportionate impacts.



OC2040 Vision Statement

The OC2040 process engaged over a thousand Oregon City community members to understand what makes Oregon City special and what we want to see in the future. In August 2021, City Commission adopted the OC2040 Vision, crafted from months of broad outreach and engagement with residents and business owners.

The Vision Statement is organized around four key themes that emerged from community outreach, and these themes serve as the framework for the new OC2040 Comprehensive Plan.



Healthy and Welcoming Community

By 2040, Oregon City is a place of vitality, support, and opportunity. As the ancestral homelands of many Native American Tribes, and the location of the “End of the Oregon Trail,” Oregon City lives and breathes its rich and varied history. Oregon City honors its past and looks to the future through education, art, cultural programming and the preservation of our National Register Historic District and local Conservation District. Residents have access to quality education, and partners such as Oregon City School District and Clackamas Community College engage community members of all ages in lifelong learning. This culture of learning leads to engaged residents and a diverse, equitable and inclusive community. People from historically disadvantaged communities have equitable access to quality-of-life services that are essential for health, livability and economic advancement. Police, fire and medical services help neighbors feel safe and connect residents to services that promote health and well-being. Oregon City is a city of welcoming neighborhoods, both new and historic, that foster community, connect to nature and are grounded in a strong sense of place.



Diverse Economy

By 2040, Oregon City's economy is vibrant, diversified, and resilient. Oregon City is a thriving town where residents live, work and play while having access to the amenities of the greater metro region. A robust economy creates upward mobility and living-wage jobs. Businesses of all sizes flourish in a progressive environment, and thriving commercial and industrial districts are enhanced by partnerships with educational institutions. A strong tourism industry celebrates the Willamette Falls and Landings Heritage Area and provides economic opportunities for the community. Visitors come to Oregon City to experience the town's historic and cultural attractions, and enjoy community events, the lively downtown and local dining and shopping throughout the City. Good jobs are balanced with a variety of diverse housing choices that ensures residents have more options to remain in their neighborhoods and be near family, friends, caregivers, and services. Affordable childcare and youth opportunities allow children growing up in Oregon City to stay and thrive. Residents can age in place and meet their housing needs through different stages of life, and our houseless neighbors find shelter, services and jobs in a strong and supportive economy.



Connected Infrastructure

By 2040, Oregon City residents are connected physically and digitally. In the same way the Municipal Elevator ties neighborhoods together within the city, Oregon City connects people to places through a network of safe and convenient streets, sidewalks, bike paths and multi-use trails. Public transit facilities bring residents and visitors to their destinations efficiently, and community members of all ages and abilities can walk, bike and roll safely between school, work, play and home. A culture of equity, coordination, thoughtful planning and fiscal responsibility guide growth and development while preserving our small-town feel. Infrastructure and utilities such as water, sewer and stormwater are maintained and improved in established neighborhoods and strategically planned in developing areas. Access to state-of-the-art communication infrastructure closes the digital divide, strengthening education and engagement, and provides a lifeline to emergency services. Oregon City is a collaborative and effective partner that coordinates with neighboring jurisdictions, and regional, statewide and federal agencies to advance transportation, utility and communication infrastructure.



Protected Environment

By 2040, Oregon City preserves the integrity of its natural resources, and connects people to nature. Oregon City is a leader in protecting the environment and reducing the community's carbon footprint because of the City's ability to adapt and be innovative. A Climate Action Plan guides the City's investments in clean energy, waste reduction, air and water quality. The City promotes an efficient use of land that responds to the town's landscape and topography and weaves natural resources into the fabric of its neighborhoods. The powerful Willamette Falls and clean Willamette and Clackamas Rivers are the jewels of Oregon City, supporting healthy habitats for fish, wildlife and native vegetation. Oregon City is known for its extensive tree canopy and majestic groves, meandering creeks and streams and undisturbed wildlife. A network of accessible trails and greenways connect local parks, waterways and open spaces and inspire residents and visitors to boat, hike, bike, fish and recreate throughout the City.

DEVELOPING THE OC2040 COMPREHENSIVE PLAN



Overview of the Process

Upon adoption of the OC2040 Vision Statement, the next phase of the process focused on developing goal and policy concepts for the Comprehensive Plan, based on the framework set forth by the Vision Statement.

With PAT guidance, broad outreach was conducted over the course of seven months to gather and identify ideas and priorities about each of the four themes. A series of virtual Comprehensive Plan Summits in Fall 2021 encouraged discussion around community priorities for the topics covered

by each theme. A corresponding online survey provided an additional avenue for input. The Project Advisory Team (PAT) attended the summits and reviewed the community feedback from the events and online survey to develop draft goal and policy statements. New and revised goals and policies were also supported through a review of the existing Comprehensive Plan, best practices, and input from City staff.

To vet the draft goal and policy statements developed through this process, an online Comprehensive Plan Forum was open to the public for two months in early 2022. During that time, City staff also met with City Committees to review the draft goal and policy statements. This feedback shaped additional revisions and were then presented through a series of worksessions to Planning Commission and City Commission for further refinement and inclusion in the final document.



From a Vision to a Comprehensive Plan

The OC2040 Visioning Process included extensive community engagement that resulted in over 1000 touches with the community.

Combed through the community priorities identified through outreach to develop the OC2040 Vision Statement around four themes: Healthy and Welcoming Community, Diverse Economy, Connected Infrastructure and Protected Environment.

The four themes are mapped to the required Statewide Planning Goals.

Goals and policies are identified through a series of community-wide Comprehensive Plan Summits.

A first draft of goals and policies are developed by the Project Advisory Committee, City Staff and the project team.

A second draft of goals and policies are reviewed by the Project Advisory Committee, City staff, City-wide committees, Planning Commission, City Commission and the broader public.

The final goals and policy language is incorporated into a new OC2040 Comprehensive Plan.

City Commission reviews and approves the new OC2040 Comprehensive Plan through a series of worksessions and public hearings.

State of Oregon's Department of Land Conservation and Development (DLCD) approves the new OC2040 Comprehensive Plan.

The adopted OC2040 Comprehensive Plan's goals and policies inform development code, regulations, work plans and budgets.

Future projects and programs are implemented that reflect the policy direction of Oregon City.



Linking the Plan to Statewide Planning Goals

The OC2040 Comprehensive Plan is organized around four key themes outlined in the vision statement:



HEALTHY AND WELCOMING COMMUNITY



DIVERSE ECONOMY



CONNECTED INFRASTRUCTURE



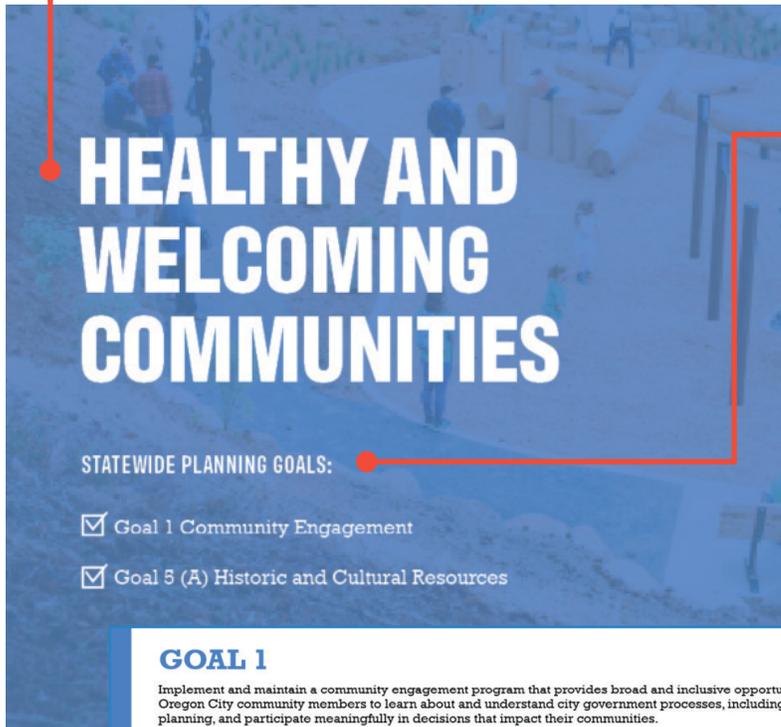
PROTECTED ENVIRONMENT

Each theme constitutes a “chapter” of the OC2040 Comprehensive Plan. These chapters cover a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. Because of the interconnected nature of the topics, some statewide planning goals apply across more than one theme (potential overlapping goals denoted “A” and “B”). A matrix of the vision themes to potential topics and statewide planning goals is shown below:

Vision Theme/ Comprehensive Plan Chapter	Statewide Planning Goals
 <p>HEALTHY AND WELCOMING COMMUNITY</p>	<p>Goal 1: Citizen Involvement</p> <p>Goal 5: Scenic and Historic Resources (A)</p>
 <p>DIVERSE ECONOMY</p>	<p>Goal 2: Land Use Planning</p> <p>Goal 9: Economic Development</p> <p>Goal 10: Housing</p> <p>Goal 14: Urbanization</p>
 <p>CONNECTED INFRASTRUCTURE</p>	<p>Goal 11: Public Facilities and Services</p> <p>Goal 12: Transportation</p> <p>Goal 13: Energy Conservation (A)</p>
 <p>PROTECTED ENVIRONMENT</p>	<p>Goal 5: Natural Resources and Open Space (B)</p> <p>Goal 6: Air, Water and Land Resource Quality</p> <p>Goal 7: Natural Hazards</p> <p>Goal 8: Recreational Needs</p> <p>Goal 13: Energy Conservation (B)</p> <p>Goal 15: Willamette River Greenway</p>

How to Use this Document

Each chapter opens with a short summary of the relevant topics, then lists a series of goal statements. Each goal includes a suite of policies and implementation strategies, where applicable.



Chapter Header. The four themes uncovered through the OC2040 visioning process constitute the chapter headers of the OC2040 Comprehensive Plan.

Statewide Planning Goals. Local comprehensive plans must be consistent with Oregon’s Statewide Planning Goals. The applicable statewide goals for each chapter are listed here. Those denoted with an (A) or (B) indicate that the statewide planning goal applies to more than one chapter.

Goal. Goals are broad statements of purpose that define what the community wants to achieve.

Policies. Policies are clear statements guiding a specific course of action for decision-makers to achieve a desired goal. Policies are regulatory.

Strategies. Strategies are a statement of measurable activity or a more specific benchmark to be reached in pursuit of the strategy. Strategies are not regulatory.

OC2040 GOALS, POLICIES, & STRATEGIES

CHAPTER 1: HEALTHY AND WELCOMING COMMUNITIES

STATEWIDE PLANNING GOALS:

- Goal 1 Community Engagement
- Goal 5 (A) Historic and Cultural Resources



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Community Engagement

Oregon City established a Citizen Involvement Program in the 1980s to recognize the importance of providing residents and stakeholders opportunities to be informed, and involved, in the planning process. The program is comprised of two components: neighborhood associations and a Citizen Involvement Committee (CIC). The CIC is responsible for developing, implementing, and evaluating the Citizen Involvement Program and ensuring consistency with Statewide Planning Goal 1 Citizen Involvement. The CIC coordinates and communicates various aspects of community participation and advises the City Commission, Planning Commission, and other advisory bodies. The CIC typically meets the first Monday of each month and information about the meetings is available on the City’s CIC webpage. Citizen participation is also encouraged by neighborhood associations which provide another, more localized, path for promoting community education and participation in planning activities. The neighborhood associations are not entities of the City but are supported through agreements and the CIC. There are twelve active neighborhood associations in Oregon City, each with its own board, bylaws, schedule of activities, and set of priorities.

Historic and cultural resources

Oregon City stands out in the region because of its rich history, dedication to preservation, and desire to retain historic neighborhood character. Oregon City was a gathering space for indigenous communities and the capital of the Oregon Territory from 1849-1850 and the first incorporated town west of the Missouri River. There are many sites, buildings, and landmarks existing today that have ties back to that important time in history. Oregon City is designated as a Certified Local Government (CLG); the CLG program integrates local governments with the National Historic Preservation Program to strengthen decision-making regarding historic places at the local level. Participation in this program allows Oregon City to apply for grants administered by the State Historic Preservation Office, which have funded surveys of the McLoughlin District and Historic Downtown District.

Today, Oregon City has one local historic district and one conservation district, including:

- *Existing Historic District: Canemah.* Historic Districts are areas where buildings with national or local historical and/or architectural significance are concentrated. A Historic District is recognized for retaining its “sense of place,” meaning that a traditional atmosphere of distinct character is evident. Generally, a Historic District designation requires, through the Historic Overlay Ordinance, that proposed construction, exterior alterations, and demolitions within the district’s boundaries be reviewed. To be designated as a Historic District, an area must:
 - have architectural features that are well-related and have continuity
 - appear as a discrete entity
 - exhibit visual harmony in the character of public ways consistent with the architectural character of the area
 - have generally compatible uses, including intended uses
 - have a majority of properties with historic significance

Canemah is an important example of a relatively intact riverboat town with architectural resources dating from the 1860s. Having evolved from a community for the elite of the riverboat industry to a workers’ community, Canemah retains essentially the same sense of place it had in the latter half of the 19th century. Situated above the Falls of the Willamette, it was an important portage town and the major shipbuilding center on the upper Willamette River. Canemah was listed as a Historic District in the National Register of Historic Places in 1977. The area was zoned in 1954 for industry along the river, commercial and multi-family along McLoughlin Boulevard, and multi-family along Third Avenue and portions of Fifth Avenue. In 1982, a majority of the area was rezoned as residential except for a small strip on McLoughlin Boulevard, which was rezoned to Historic Commercial. In the last 20 years, many homes within the district have been rehabilitated, but some have not been maintained to a level that ensures their significance and status as contributing structures. New construction and exterior alterations need to be reviewed for their long-term effect on the neighborhood and National Register Historic District status.

- *Existing Conservation District: McLoughlin.* A Conservation District designation is intended to protect the buildings within the district through an ordinance that requires a review of proposed construction, exterior alterations to designated structures, and demolitions. Although not as comprehensive as a Historic District, a Conservation District can ensure that a neighborhood's significance does not erode.

Many of Oregon City's historic and architecturally significant buildings are above the bluff in the McLoughlin neighborhood. The original Oregon City plat includes the neighborhood area up to Van Buren Street, and it is within this area that early residential development took place, beginning in the 1850s. As the Downtown area changed from a residential to commercial district, home building increased above the bluff. All of the churches that originally stood in the Downtown eventually relocated to the McLoughlin area as well.

- *Present Status:* A survey was undertaken in 2002, to update the original survey, to determine the current status of buildings and the potential for the area to be listed as a National Register Historic District. In 2003, Oregon City High School moved from the McLoughlin neighborhood to a new facility on Beaver Creek Road. Moving the school provides the City an opportunity to work with the school district to reuse the historic high school building. The City supports any rehabilitation of the campus that would continue its role as a community gathering place and keep it consistent with the Secretary of Interior Standards for Rehabilitation and the Goals and Policies of the Historic Review Board.

There are many historic buildings and landmarks outside the designated Historic Districts. Historic designation generally requires review of the exterior of structures and alterations by the Historic Review Board in order to maintain the integrity of the district. Designation and protection of historic buildings and landmarks is an ongoing effort in Oregon City. Other areas of the City have been surveyed to identify the appropriateness of additional districts but have not been designated. Designation of new structures and districts is feasible through the Historic Review Board and requires property owner consent. Oregon City also has important prehistoric and historic resources, including Willamette Falls as a center for Native American culture. Archeological resources associated with this history have, in the past, been overlooked and resources have been lost due to damage from development. Currently, there are several state and federal laws that provide some level of protection for archeological sites and notice of development is sent to the State Historic Preservation Office as well as five Tribes with interests in Oregon City.

GOAL 1

Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.

POLICIES:

POLICY 1.1 Support the Citizen Involvement Committee (CIC) and Neighborhood Associations to engage and educate Oregon City community members in land use planning.

STRATEGY 1.1.A Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.

POLICY 1.2 Actively seek input from a diverse range of participants and enhance engagement opportunities for community members with barriers (language, disability, income, age, technology) through services and methods that bolster inclusive participation.

STRATEGY 1.2.A Solicit and support citizen participation on citizen advisory committees and commissions. Identify desirable expertise from the Portland metro area as needed to best serve the interests of Oregon City.

POLICY 1.3 Seek opportunities to develop and enhance relationships with community-based organizations (CBOs) who are working in Oregon City and the larger region.

POLICY 1.4 Utilize innovative forms of communication technology to enhance the City's public engagement efforts.

STRATEGY 1.4.A Explore meaningful engagement techniques and tools that allow for multiple forms of public engagement through in person events, on-line tools, and hybrid options.

POLICY 1.5 Provide on-going education to the community regarding land use projects and processes and ensure clear communication about when and how to be involved at key points in the process.

STRATEGY 1.5.A Notify citizens about community involvement opportunities when they occur.

POLICY 1.6 Include nearby communities in public engagement efforts, where appropriate, to provide an outside perspective to Oregon City land use planning.

STRATEGY 1.6.A Develop a program for reaching out to representatives of nearby communities such as the City of West Linn, City of Gladstone, recognized Hamlets or Villages in Clackamas County, and Community Planning Organizations in unincorporated Clackamas County to participate in public planning processes on regional issues.

GOAL 2

Acknowledge, protect, enhance, and commemorate Oregon City’s historic, artistic, and cultural resources.

POLICIES:

POLICY 2.1 Promote the Willamette and Clackamas Rivers as a community benefit for cultural connection and understanding.

POLICY 2.2 Recognize and celebrate the history of tribal presence in Oregon City and seek opportunities to educate community members and elevate understanding.

POLICY 2.3 Facilitate historic preservation programs for retention of federal, state, and locally designated historic districts and sites.

STRATEGY 2.3.A Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.

STRATEGY 2.3.B Maintain Oregon City’s status as a Certified Local Government in the National Historic Preservation Program.

STRATEGY 2.3.C Encourage property owners to preserve historic structures in a state as close to their original construction as possible while allowing the structure to be used in an economically viable manner.

POLICY 2.4 Identify and protect important artistic and cultural resources and historic amenities through programs, designation, interpretive signage, and other means to increase awareness and generate appreciation.

STRATEGY 2.4.A Support the preservation of Oregon City’s historic resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

STRATEGY 2.4.B Support the preservation and initiatives of Oregon City’s artistic resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

POLICY 2.5 Provide activities and programs for residents and visitors that weave together historic, artistic, and cultural resources, education, and recreation.

STRATEGY 2.5.A Recognize the value of diverse cultural and historic resources and modern civic amenities. Integrate educational and recreational opportunities with the City’s preservation efforts.

GOAL 3

Strengthen wellbeing, quality of life, and livability¹ across all Oregon City neighborhoods by creating places that are safe and comfortable with convenient access to community services.

POLICIES:

POLICY 3.1 Support the City’s network of community-based organizations, programs, and centers that provide services for Oregon City residents.

POLICY 3.2 Improve equitable access to health care for all residents through cross-sector partnerships and coordination with service providers.

STRATEGY 3.2.A Work with Clackamas County as needed to ensure that county services are sited appropriately and that citizens of Oregon City continue to have access to County health and human services.

STRATEGY 3.2.B Coordinate with the master planning efforts by Willamette Falls Hospital to address environmental, neighborhood and health provider concerns about expansion plans, parking, traffic, and circulation.

POLICY 3.3 Provide opportunities for learning and civic engagement for all ages through City services and partnerships with local schools.

1. Livability is defined as “the building and maintaining of community amenities that enhance the quality of life through actions to improve local environments and provide safe conditions in places where people live.” (Oregon City Urban Renewal Plan, Amended 2022)

POLICY 3.4 Support and promote availability of affordable healthy food for all Oregon City neighborhoods.

STRATEGY 3.4.A Allow and encourage the development of small retail centers in residential neighborhoods that provide goods and services for local residents and workers.

POLICY 3.5 Build and enhance partnerships between police, government agencies, neighborhoods, and civic/business organizations to enhance community safety and positive health outcomes.

POLICY 3.6 Support services and programs that serve Oregon City’s unhoused residents in meeting daily needs while offering stable and lasting solutions.

GOAL 4

Integrate diversity, equity, and inclusion (DEI) best practices when evaluating all city functions, including land use policies, programs, and regulations.

POLICIES:

POLICY 4.1 Implement DEI practices in City business and operations, and when evaluating and selecting public improvement projects.

POLICY 4.2 Support opportunities for home ownership and rental availability for all household sizes, types and incomes through housing policies and regulations.

POLICY 4.3 Establish land use patterns and regulations that promote a balance of jobs and housing across Oregon City to strengthen access to employment.

CHAPTER 2: DIVERSE ECONOMY

STATEWIDE PLANNING GOALS:

Goal 9 Economic Development

Goal 14 Urbanization

Goal 10 Housing

Goal 2 Land Use



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Economic Development

Oregon City’s role in regional and statewide commerce is significant, in part because of its location on the banks of the Willamette River and its history as a hub for the exchange and transfer of goods from the upper and lower Willamette River and associated land routes. Oregon City supports a diverse industrial and commercial business base that is comprised primarily of small to medium-sized businesses. Approximately one-third of total employment in Oregon City is in the public sector, including Clackamas County, the Oregon City School District and Clackamas Community College.

In 2006, Oregon City developed an Economic Development Strategy to focus on Oregon City’s designation as Regional Center by Metro’s 2040 Growth Concept Plan. The *Oregon City Futures: A Strategy for Economic Development, Phase I Summary and Recommendations* report identified broad goals for economic development for Oregon City:

1. Increase the community’s assessed value
2. Increase the diversification of businesses and industries
3. Increase number and quality of jobs
4. Develop sound businesses with staying power
5. Enhance the appeal and attractiveness of community
6. Provide an environment for strong business and industrial growth
7. Leverage urban renewal and public dollars to maximize the total investment and development effort.
8. Create tax increment with each investment or create an environment in which private investment will follow public investment (urban renewal).

Housing

Oregon City recognizes that the health of its community depends heavily on the health of its neighborhoods and its ability to provide housing that meets the diverse needs of all residents. The goals and strategies of the 2004 Plan were largely focused on protecting the character of existing residential neighborhoods and planning for new neighborhoods, both of which are supported by a range of housing types and neighborhood services. The need to maintain that balance still applies today and played a large role in development of housing strategies for the OC2040 Plan.

In 2021, the City adopted a Housing Needs Analysis (HNA) to understand how much housing will be needed in the future and if the City has enough available land to accommodate the community's housing needs through 2041. The HNA provides recent information about Oregon City's housing market and forecasted housing needs, along with data on Oregon City's demographic and socioeconomic trends, to support future planning efforts related to housing as well as options for addressing unmet housing needs in Oregon City. Key findings of the HNA include:

- Growth in housing will be driven by growth in households. The number of households in Oregon City's Planning Area is forecast to grow from 14,778 households to 22,213 households, an increase of 7,435 households between 2021 and 2041.
- Oregon City is planning for growth of 7,435 new dwelling units. To accommodate those units over the 20-year planning period, Oregon City will average 372 new dwelling units annually, and will plan for more single-family attached and multifamily dwelling units in the future to meet the city's housing needs. The factors driving the shift in types of housing needed in Oregon City include changes in demographics and decreases in housing affordability. The aging of senior populations and the household formation of young adults will drive demand for renter and owner-occupied housing, such as small single-family detached housing, townhouses, duplexes, and apartments/condominiums. Both groups may prefer housing in walkable neighborhoods, with access to services.
- Oregon City is meeting Metro's requirements for net density and housing mix. OAR 660-007-0035 sets specific density targets for cities in the Metro UGB and requires that cities within the Metro UGB "provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing." Based on the HNA findings, Oregon City is exceeding average density targets at an average net density of 9.5 dwelling units per net acre, and the City is assuming that 20% of new dwelling units will be single-family attached, 10% of new units will be duplexes, triplexes, or quadplexes, and 20% of new units will be multifamily.
- Oregon City has an unmet need for affordable housing. About 34% of Oregon City's households are cost burdened, with 50% of renters cost burdened and 28% of owners cost burdened. Oregon City's level of cost burden is similar to other communities in Clackamas County.
- Oregon City met the requirements of House Bill 2001 and as of 2022, the City adopted zoning code to comply with the requirements of HB 2001.

Urbanization

Cities in Oregon must estimate future growth and the need for land and apply appropriate zoning to that land in order to meet the need. Building from inventories of buildable land and studies like Housing Needs Analysis and an Economic Development Strategy, urban growth boundaries must be established, and cities must designate urbanizable land from rural land.

While Oregon City continues to grow and evaluate jobs and housing needs, there are many factors that are considered during the process of urbanization:

- Balancing existing development with new growth
- Ensuring an adequate supply of housing that is affordable to and meets the needs of a range of households
- Providing opportunity for businesses and vibrant, mixed-use centers
- Extending public services in a way that is efficient and economical
- Protecting open spaces and natural resources
- Balancing property rights with public goals
- Physical constraints (Oregon City cannot expand west or north because of rivers and adjacent cities of West Linn and Gladstone)

A 1990 Urban Growth Management Agreement between Oregon City and Clackamas County guides land use designations and extension of public services to urbanizing areas. Per that agreement, Oregon City (rather than the County) provides public services in urbanizing areas and applies Comprehensive Plan designations to those areas. Clackamas County applies zoning to land within the UGB (but outside city limits) to generally designate it as Future Urbanizable (FU-10) until the City annexes those properties and applies City zoning.

Metro's Urban Growth Management Functional Plan, Title 11, establishes the regulations for how and when cities can expand their urban growth boundaries to ensure a 20-year adequate land supply. The most recent UGB expansions in Oregon City were the addition of the Park Place neighborhood (500 acres in 2002); the Beaver Creek Road area, which is now called Thimble Creek (453 acres in 2004, re-adopted in 2020); and the South End neighborhood (611 acres in 2016). Currently, there are no UGB expansions under consideration for Oregon City.

Land Use

Oregon City promotes community vitality through good design, efficient use of land, and strategies and actions that ensure new development contributes to the City's overall character and quality of life. The City also acknowledges the critical role of corridors and the opportunity they provide for transit-oriented, higher-intensity, mixed-use development patterns. Connections - particularly multi-modal connections - between neighborhoods, Downtown, the waterfront, and other activity centers are emphasized in planning efforts so that residents and visitors can easily move around and meet their daily needs without having to travel long distances.

All land use types are regulated through the Zoning Map, and are generally categorized as residential, commercial, industrial, institutional/civic, or open space/natural areas. The City's land use categories include:

- Low Density Residential (LR) — primarily single-family detached homes and middle housing.
- Medium Density Residential (MR) — residential developments with dwelling unit types such as attached single-family units, rowhouses, and townhouses.
- High Density Residential (HR) — typically high-density, multiple dwelling residential. Permitted uses include apartments, condominiums, and single-family attached and rowhouse dwellings.

- **Commercial (C)** — commercial uses serving local, city-wide, and regional needs, such as retail and service commercial. Typically, this classification is associated with newer, suburban development and located along arterial streets.
- **Industrial (I)** — uses related to manufacturing, processing, and distribution of goods. Employment-based uses are encouraged. Intensive or heavy industrial uses are allowed in certain zones. Zones in the Comprehensive Plan Land-Use Map district are designed to comply with requirements of Title 4 of Metro’s Urban Growth Management Functional Plan (1998).
- **Mixed Use Corridor (MUC)** — higher density mixed uses that are supportive of transit and conducive to pedestrian traffic. Urban density residential and commercial goods and services are typical uses. Zones in the Comprehensive Plan Land-Use Map district are intended to be compatible with Metro’s Corridor design type.
- **Mixed Use Employment (MUE)** — employment-intensive uses such as offices, research and development, light manufacturing, and associated commercial uses.
- **Mixed Use Downtown (MUD)** — urban density, mixed uses that are conducive to pedestrian and transit uses. This category is intended to be used to implement the Oregon City Downtown Community Plan (1999), the Oregon City Waterfront Master Plan (2002), and Metro’s Regional Center concept, particularly in terms of connecting the Downtown with the waterfront. A design overlay is included in this area and is intended to promote development consistent with Oregon City’s traditional Downtown form.
- **Public and Quasi-Public (QP)** — publicly owned lands other than city parks, such as schools, cemeteries, undeveloped lands, open space, government buildings and public utility facilities, such as the sewage treatment plant and water reservoirs.
- **Parks (P)** — City parks.
- **Future Urban Holding (FUH)** — undesignated, pending development and approval of a “concept plan,” a Metro requirement that cities plan land uses in areas being converted from rural to urban uses.

GOAL 1

Provide opportunities for a variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.

POLICIES:

POLICY 1.1 Regularly update City-wide economic studies to guide development of strategies and policies that improve economic health and resiliency.

STRATEGY 1.1.A Conduct an Economic Opportunities Analysis to understand which industries and services will thrive in Oregon City's area, and how to best use land within the City's Urban Growth Boundary.

POLICY 1.2 Ensure a suitable amount of land is dedicated to employment uses.

STRATEGY 1.2.A Work with Metro to ensure that there is enough land available within the Urban Growth Boundary to meet the need for industrial and/or commercial development. If there is not enough, identify areas outside the boundary that may be appropriate to annex. The selection of these areas will be based on market factors, protection of environmentally sensitive areas, compatibility with adjoining and nearby uses, public facilities and infrastructure, proximity to expressways and transit, site requirements of specific types of industries, and the desires of the property owners.

STRATEGY 1.2.B Ensure that land zoned or planned for employment use is used for industrial purposes, and that exceptions are allowed only where some other use supports employment development. New non-industrial uses should especially be restricted in already developed, active industrial sites.

POLICY 1.3 Support retention and expansion of local businesses, as well as recruitment of new businesses, across a variety of sizes and types

POLICY 1.4 Provide fair and equitable opportunities to compete for city contracts for all businesses.

STRATEGY 1.4.A Ensure diversity, equity and inclusion actions are incorporated into City contracting practices

POLICY 1.5 Create and maintain cooperative partnerships with other public agencies and private business groups interested in promoting economic development.

STRATEGY 1.5.A Target public infrastructure investments and create public/private partnerships to leverage maximum benefits from public investment and to help ensure that the Regional Center develops to its maximum capacity and realizes its full potential.

STRATEGY 1.5.B Seek input from local businesses when making decisions that will have a significant economic impact on them.

STRATEGY 1.5.C Use public-private partnerships as a means to leverage private investment when appropriate.

POLICY 1.6 Promote the city’s destinations, natural resources, and historic and cultural amenities to grow the tourism industry.

STRATEGY 1.6.A Encourage the development of a strong and healthy Historic Downtown retail, office, cultural, and residential center.

STRATEGY 1.6.B Working with major stakeholders, develop and implement a strategy to help the Historic Downtown Area enhance its position as a retail district. Such a strategy might include funding for a “Main Street” or similar program.

STRATEGY 1.6.C Ensure land uses and transportation connections that support tourism as an important aspect of the City’s economic development strategy. This includes important cultural and historical amenities.

STRATEGY 1.6.D Encourage private development of tourism related uses such as: hotel, bed and breakfast, restaurant facilities and other visitor services.

POLICY 1.7 Support a healthy and balanced workforce through a variety of programs and policies.

STRATEGY 1.7.A Attract high-quality commercial and industrial development that provides stable, high-paying jobs in safe and healthy work environments, that contributes to a broad and sufficient tax base, and that does not compromise the quality of the environment.

STRATEGY 1.7.B Support a program for providing affordable childcare options to foster a stable workforce.

GOAL 2

Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.

POLICIES:

POLICY 2.1 Plan for housing supply that supports and implements the recommendations of the current Housing Needs Analysis.

STRATEGY 2.1.A Ensure housing policies allow for increased opportunities for home ownership by regularly evaluating housing supply, market demand, buildable land, and infrastructure costs through a Housing Needs Analysis.

POLICY 2.2 Ensure that land use designations and zoning code provisions allow and encourage a wide range of housing types.

STRATEGY 2.2.A Designate residential land for a balanced variety of densities and types of housing, such as single-family attached and detached, and a range of multi-family densities and types, including mixed-use development.

POLICY 2.3 Support retention of existing homes and opportunities for community members to “age in place”.

POLICY 2.4 Support and encourage transit-oriented development opportunities.

STRATEGY 2.4.A Ensure planning for transit corridors includes facilities and access management, aesthetics (including signage and building facade improvements), infill and redevelopment opportunities, high-density residential development, and business assistance to existing businesses.

STRATEGY 2.4.B Provide incentives that encourage the location of affordable housing developments near public transportation routes. Incentives could include reduction of development-related fees and/or increases in residential density (density bonuses).

POLICY 2.5 Support development of subsidized and affordable housing.

STRATEGY 2.5.A Aim to reduce the isolation of income groups within communities by encouraging diversity in housing types within neighborhoods consistent with the Clackamas County Consolidated Plan, while ensuring that needed affordable housing is provided.

STRATEGY 2.5.B Retain affordable housing potential by evaluating and restricting the loss of land reserved or committed to residential use. When considering amendments to the Comprehensive Plan Land-Use Map, ensure that potential loss of affordable housing is mitigated.

STRATEGY 2.5.C Allow increases in residential density (density bonuses) for housing development that would be affordable to Oregon City residents earning less than 50 percent of the median income for Oregon City.

STRATEGY 2.5.D Investigate variable System Development Charges (SDCs) and other incentives to support middle housing and affordable housing development.

GOAL 3

Guide growth and development in a manner that implements the City’s 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.

POLICIES:

POLICY 3.1 Promote efficient use of land and public infrastructure and plan for appropriate infill development, redevelopment, and new development.

STRATEGY 3.1.A Create incentives for new development to use land more efficiently, such as by having minimum floor area ratios and maximums for parking and setbacks.

STRATEGY 3.1.B Encourage the vertical and horizontal mixing of different land-use types in selected areas of the city where compatible uses can be designed to reduce the overall need for parking, create vibrant urban areas, reduce reliance on private automobiles, create more business opportunities and achieve better places to live.

STRATEGY 3.1.C Use redevelopment programs such as urban renewal to help redevelop underutilized commercial and industrial land.

STRATEGY 3.1.D Establish priorities to ensure that adequate public facilities are available to support the desired industrial development.

STRATEGY 3.1.E Encourage sub-area master planning for larger developments or parcels, including re-development, where it may be feasible to develop more mixed uses, or campus-style industrial parks, with shared parking and landscaping areas. Allow developments to vary from prescriptive standards if planned and approved under this provision.

STRATEGY 3.1.F Support density transfers for lots of record that are located within the Natural Resource Overlay District.

POLICY 3.2 Promote development of walkable neighborhoods to reduce transportation demand and enhance localized access to community services and amenities.

STRATEGY 3.2.A Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes.

POLICY 3.3 Designate land uses in a manner that balances opportunities for housing and jobs and ensures development is consistent and compatible with the community's needs and resources.

STRATEGY 3.3.A Protect existing and planned undeveloped and underdeveloped industrial lands from incompatible land uses and minimize deterrents to desired industrial development.

STRATEGY 3.3.B Ensure that land-use patterns create opportunities for residents to live closer to their workplace.

STRATEGY 3.3.C Maintain a sufficient land supply within the city limits and the Urban Growth Boundary to meet local, regional, and state requirements for accommodating growth.

POLICY 3.4 Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location.

STRATEGY 3.4.A Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:

- Low Density Residential (LR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Commercial (C)
- Mixed Use Corridor (MUC)
- Mixed Use Employment (MUE)
- Mixed Use Downtown (MUD)
- Industrial (I)
- Public and Quasi-Public (QP)
- Parks (P)
- Future Urban Holding (FUH)

GOAL 4

Encourage and support new development that incorporates supportive community features and sustainability principles in site design and building construction.

POLICIES:

POLICY 4.1 Promote best practices for integrating residential infill development into the fabric of existing neighborhoods.

STRATEGY 4.1.A Use a combination of incentives and development standards to promote and encourage well-designed residential developments that result in neighborhood livability and stability.

POLICY 4.2 Incorporate resource efficiency and sustainability in the built environment by emphasizing energy-saving features and practices in construction and development regulations.

STRATEGY 4.2.A Encourage designs that achieve a minimum “Certified” level of LEED (Leadership in Energy and Environmental Design) certification.

STRATEGY 4.2.B Encourage commercial and industrial development that enhances livability of neighborhoods through the design of attractive LEED™-certified buildings and environmentally responsible landscaping that uses native vegetation wherever possible, and by ensuring that development is screened and buffered from adjoining residential neighborhoods and access is provided by a variety of transportation modes.

STRATEGY 4.2.C Encourage siting and construction of new development to take advantage of solar energy, minimize energy usage, and maximize opportunities for public transit.

POLICY 4.3 Utilize urban design principles that create comfortable and attractive public spaces that are reflective of Oregon City’s community vision

POLICY 4.4 Support and promote site and building design alternatives that balance high-quality and durable construction with affordability.

GOAL 5

Establish, and amend when appropriate, the Urban Growth Boundary in the unincorporated area around the city that contains sufficient land to accommodate growth during the planning period for a full range of city land uses, including residential, commercial, industrial, and institutional.

POLICIES:

POLICY 5.1 Ensure the Urban Growth Boundary conforms to Title 11 of the Code of the Metropolitan Service District and provides sufficient land to accommodate 20-year urban land needs, resulting in efficient urban growth and a distinction between urban uses and surrounding rural lands, and promoting appropriate infill and redevelopment in the city.

STRATEGY 5.1.A Include an assessment of the fiscal impacts of providing public services to unincorporated areas upon annexation, including the costs and benefits to the city as a whole as a requirement for concept plans.

POLICY 5.2 Reduce the need to develop land within the Urban Growth Boundary by encouraging redevelopment of underdeveloped areas within the existing city limits.

POLICY 5.3 Plan for public services to lands within the Urban Growth Boundary through adoption of a concept plan and related Capital Improvement Program, as amendments to the Comprehensive Plan.

STRATEGY 5.3.A Maximize new public facilities and services by considering new development within the Urban Growth Boundary at reasonable densities allowed by the Comprehensive Plan.

STRATEGY 5.3.B Ensure that the extension of new services does not diminish the delivery of those same services to existing areas and residents in the city.

POLICY 5.4 Annex lands to the city through a process that considers the effects on public services and the benefits to the city as a whole and ensures that development within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter.

STRATEGY 5.4.A Promote compact urban form and support efficient delivery of public services by ensuring that lands to be annexed are within the City's Urban Growth Boundary, and contiguous with the city limits. Do not consider long linear extensions, such as cherry stems and flag lots, to be contiguous with the city limits.

STRATEGY 5.4.B Evaluate and in some instances require that parcels adjacent to proposed annexations be included to:

- i. avoid creating unincorporated islands within the city;
- ii. enable public services to be efficiently and cost-effectively extended to the entire area; or
- iii. implement a concept plan or sub-area master plan that has been approved by the Planning and City Commissions.

STRATEGY 5.4.C Expedite the annexation of property as provided by state law in order to provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system.

POLICY 5.5 Create and maintain cooperative, collaborative partnerships with other public agencies responsible for servicing the Oregon City area.

STRATEGY 5.5.A Amend as necessary the 1990 Urban Growth Management Agreement with Clackamas County to control land uses in the unincorporated area around the city to ensure that conversion of rural lands to urban uses upon annexation is orderly and efficient and in conformance with the Comprehensive Plan for Oregon City.

STRATEGY 5.5.B Coordinate public facilities, services and land-use planning through intergovernmental agreements with the school district, Clackamas Community College, Clackamas County Fire District #1, Tri-Cities Services District and other public entities as appropriate.

STRATEGY 5.5.C Coordinate with Clackamas County and Metro to contain city boundaries and future urban land uses to areas on relatively level land north of the steep lands of Beaver Creek and its tributaries that border the southern portion of the city and the steep lands of the tributaries to Abernethy Creek that border the east and southeasterly portions of the city. *Please refer to the Oregon City Urban Reserves map in the Appendix.*

CHAPTER 3: CONNECTED INFRASTRUCTURE

STATEWIDE PLANNING GOALS:

- Goal 12 Transportation
- Goal 11 Public Facilities and Services

- Goal 13 (A) Energy



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Transportation

The 2013 Oregon City Transportation System Plan (TSP) is an ancillary plan to the Comprehensive Plan and serves as the guide for development and management of the City's transportation facilities for the 20-year planning horizon. There are several additional documents and projects that have been added to the TSP since 2013, such as the Linn Avenue, Leland Road & Meyers Road Corridor Plan, the McLoughlin-Canemah Trail Plan, and alternate mobility targets for the intersection of Highway 213 and Beaver Creek Road. The TSP provides a framework for:

- The roadway system, including alignments and classifications
- Design standards for roadways, based on classification
- Planning and design for multi-modal transportation that emphasizes non-vehicle modes of travel
- Rail and air transportation considerations
- Marine transportation related to the Willamette and Clackamas Rivers, both for commercial and recreational uses
- Information technologies to improve the overall transportation system function and efficiency
- Parking demand management, maintenance, and metering

In 2017, Oregon City prepared a Transportation Demand Management Plan (TDM) to examine opportunities and challenges related to parking, access, and transportation systems in the vicinity of Willamette Falls and downtown Oregon City. The document highlights recommended strategies and a general phasing plan for those strategies to help the City plan for redevelopment of the site, leverage existing opportunities, and mitigate potential impacts to the transportation system.

Public Facilities and Services

Oregon City is committed to providing its residents with safe and accessible public services that are developed in a timely, orderly, and efficient manner and contribute to Oregon City's quality of life. The City is served by the following types of public facilities and services, provided by the City or other entities:

- Wastewater collection and treatment, water distribution, and stormwater management
- Solid waste disposal
- Transportation infrastructure
- Fire protection and emergency services
- Police protection
- Electricity, gas and telecommunications
- Health care
- Education, Library
- Parks and recreation

The City plans for, and regulates, many public facilities and services through master plans and public works design standards and specifications. This guides public investments and capital improvement projects. Funding for these public facilities and services is done in a number of ways:

- The General Fund is a limited revenue source from property taxes and shared by a multitude of other governmental agencies and special districts.
- Urban Renewal funding comes from designating specific areas as deficient in assessed values and development ability and creating a plan for increasing property tax values and revenues through public infrastructure improvements and private development incentives. The Urban Renewal tax mechanism affords municipalities the opportunity to collect revenues for highly needed, value-based improvements for which other resources are insufficient. The improvements, in turn, provide a higher tax base for future City budgets.
- The Capital Improvement Program provides a detailed financial analysis of proposed projects. It is generally a short-term plan (one to five years) for public facility improvements and extension.
- Special levies or bond issues can be submitted to voters to raise funds for specific projects. These tools have traditionally been used for large projects such as school funding, construction or purchase of recreational facilities, and sewer or water system replacement.
- Grants may be available for many projects meeting certain federal and/or state guidelines.
- Local Improvement Districts (LIDs) are useful for many projects deemed necessary for small areas.
- User fees can be assessed for many services. Water, wastewater, stormwater, street maintenance, power, gas, telephone, garbage removal, health services, and some governmental services (courts and permit issuance) can be funded in this manner.
- System development charges (SDCs) are collected when building permits are issued and are used to construct infrastructure required to serve new development and growth of system needs. The SDC is directly related to the Capital Improvement Program for transportation, water, wastewater, stormwater, and parks.
- Tax increases may also be used, although they are usually insufficient and highly unpopular.
- Zoning, subdivision control, site plan review. Although funding is not directly addressed, many planning mechanisms, including zoning, subdivision control, site plan review, and others are used to require or encourage installation of many public facilities and services.
- Better coordination of services and improved operating efficiency are highly desirable, when possible.
- Builders and residents. The cost of public facilities serving new developments should be borne as much as possible by builders and residents of developments. Development proposals should be approved only if the vital public facilities necessary for additional land development and population growth are existing or committed.

Energy

Oregon City recognizes that energy consumption is affected by many factors – land use patterns, placement of buildings, modes of transportation, protection of natural resources, and many others. The City is committed to energy conservation, particularly as the cost of non-renewable energy sources continues to increase and renewable sources become more prominent and available. The Willamette River is one such source of renewable energy; currently, the Willamette Falls Hydroelectric Project generates about 122 million kilowatt-hours per year – enough to power about 11,000 homes.

The goals and strategies of the OC2040 Plan emphasize the following types of energy conservation methods:

- Land use techniques, particularly promoting mixed-use development to make efficient use of land and reduce distances between homes and daily destinations.
- Transportation elements that emphasize efficiency of the system and use of alternative modes of travel (biking, walking, rolling).
- Promoting sustainable building practices and use of sustainable materials.
- Incentives for projects that utilize energy conservation practices.

GOAL 1

Provide a safe, comfortable, and accessible transportation network that serves all modes of travel, including non-motorized modes.

POLICIES:

POLICY 1.1 Plan for and develop multi-modal connectivity throughout Oregon City, with an emphasis on access to community services, amenities, and key points of interest.

STRATEGY 1.1.A Make investments to accommodate multi-modal traffic as much as possible to include bike lanes, bus turnouts and shelters, sidewalks, etc., especially on major and minor arterial roads, and in regional and employment centers.

STRATEGY 1.1.B Provide an interconnected and accessible street system that minimizes vehicle miles traveled and inappropriate neighborhood cut-through traffic.

STRATEGY 1.1.C Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion.

STRATEGY 1.1.D Identify and prioritize improved connectivity throughout the city street system.

POLICY 1.2 Reduce Oregon City's carbon footprint by supporting and emphasizing non-motorized modes.

STRATEGY 1.2.A Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas.

STRATEGY 1.2.B Provide a well-defined and accessible bicycle network that links residential areas, major bicycle generators, employment centers, recreational areas, and the arterial and collector roadway network.

STRATEGY 1.2.C Construct bikeways and sidewalks and require connectivity of these facilities to reduce the use of petroleum-fueled transportation.

POLICY 1.3 Promote safety by implementing street design that equally considers and serves non-motorized and motorized users.

STRATEGY 1.3.A Identify and implement ways to minimize conflict points between different modes of travel.

STRATEGY 1.3.B Improve the safety of vehicular, rail, bicycle, and pedestrian crossings.

POLICY 1.4 Ensure transportation investments are equitably applied across Oregon City neighborhoods.

STRATEGY 1.4.A Ensure efficient use of local transit by providing frequent, reliable links between the land uses and community associated with the Hilltop, Downtown, the Hospital, the Beaver Creek educational and employment centers, and the adjacent neighborhoods.

POLICY 1.5 Support opportunities for safe, affordable, and accessible transit service, including regional efforts to expand public transportation networks.

STRATEGY 1.5.A Promote and encourage a public transit system that ensures efficient accessibility, mobility, and interconnectivity between travel modes for all residents of Oregon City.

STRATEGY 1.5.B Explore options for better connections throughout the region through Transportation System Plan updates and projects.

POLICY 1.6 Improve public parking programs and transportation demand management in downtown Oregon City while managing impacts to adjacent residential areas.

GOAL 2

Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.

POLICIES:

POLICY 2.1 Regularly update all City infrastructure and utility master plans.

POLICY 2.2 Adjust system development charges to ensure the benefit of new development is captured while impacts to the system are proportionally shared.

POLICY 2.3 Ensure public infrastructure investments are equitably applied across Oregon City neighborhoods.

STRATEGY 2.3.A Implement the City's wastewater policies through the City of Oregon City Sanitary Sewer Master Plan.

STRATEGY 2.3.B Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing Urban Growth Boundary and plan strategically for future expansion areas.

STRATEGY 2.3.C Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing Urban Growth Boundary and plan strategically for future expansion areas.

STRATEGY 2.3.D Identify neighborhoods that are underserved by transportation and other infrastructure investments to ensure equitable future investments.

POLICY 2.4 Increase resiliency to climate change, natural hazard events, and cyber intrusions in public utility infrastructure.

POLICY 2.5 Coordinate City-wide communication and outreach efforts around utility rates and other operational changes.

POLICY 2.6 Support public-private partnerships to expand availability of highspeed internet service City-wide.

STRATEGY 2.6.A Encourage development of broadband networks in street rights-of-way in a coordinated way to provide state-of-the-art technology to residents.

GOAL 3

Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.

POLICIES:

POLICY 3.1 Seek and support opportunities to increase access to digital communications for all Oregon City residents and businesses.

POLICY 3.2 Maintain a high level of police and fire protection in all areas of the city.

POLICY 3.3 Support and promote emergency preparedness and climate change resiliency efforts and programs.

POLICY 3.4 Coordinate with service providers to ensure high levels of public utility and infrastructure service.

STRATEGY 3.4.A Work with the Clackamas Water Environment Services to provide enough collection capacity to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage into surface water.

POLICY 3.5 Pursue adequate funding to pay for public facilities and services.

STRATEGY 3.5.A Enhance efficient use of existing public facilities and services by considering development at reasonable levels permitted in the Comprehensive Plan, implementing minimum residential densities, and adopting an Accessory Dwelling Unit Ordinance to infill vacant land.

STRATEGY 3.5.B Provide incentives for private sector contributions to multi-modal transportation links and facilities, for example, establishing new standards in the zoning code.

GOAL 4

Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

POLICIES:

POLICY 4.1 Identify and seek opportunities for sustainable practices in management and operation of public facilities and services.

STRATEGY 4.1.A Support development on underdeveloped or vacant buildable land within the city where public facilities and services are available or can be provided and where land-use compatibility can be found relative to the environment, zoning, and Comprehensive Plan goals.

STRATEGY 4.1.B Adopt a progressive water rate structure that will encourage water conservation.

STRATEGY 4.1.C Wherever possible, design and develop public facilities to take advantage of solar energy, develop co-generation, and conserve energy in operations and public access

POLICY 4.2 Continue to implement green, sustainable, and low-impact approaches to stormwater management.

STRATEGY 4.2.A Ensure parking lot designs that mitigate stormwater impacts. Take measures to reduce waterflow and increase water absorption using bioswales, vegetated landscaped islands with curb cuts to allow water inflow, and increase tree planting

POLICY 4.3 Prioritize street design in new development and redevelopment that implements localized stormwater treatment and other sustainable practices.

STRATEGY 4.3.A Increase the use of bioswales for stormwater retention where practical.

POLICY 4.4 Coordinate infrastructure to support the equitable development of “Climate-Friendly Areas,” as defined by DLCD².

STRATEGY 4.4.A Promote mixed-use development, increased densities near activity centers, and home-based occupations (where appropriate).

STRATEGY 4.4.B Create commercial nodes in neighborhoods that are underserved to reduce vehicle miles traveled.

STRATEGY 4.4.C Plan for complementary mixed uses when considering annexation of new, under- or undeveloped areas so that new urban residential areas have closer access to jobs and services.

2. DLCD defines Climate-Friendly Areas as an area where residents, workers, and visitors can meet most of their daily needs without having to drive. They are urban mixed-use areas that contain, or are planned to contain, a greater mix and supply of housing, jobs, businesses, and services. These areas are served, or planned to be served, by high quality pedestrian, bicycle, and transit infrastructure to provide frequent, comfortable, and convenient connections to key destinations within the city and region. (Retrieved July 21, 2022 from: <https://www.oregon.gov/lcd/LAR/Documents/SixPageOverview.pdf>)

POLICY 4.5 Support opportunities to increase densities near activity and transit centers.

STRATEGY 4.5.A Support mixed uses with higher residential densities in transportation corridors and include a consideration of financial and regulatory incentives to upgrade existing buildings and transportation systems.

STRATEGY 4.5.B Promote public transit (such as: bus, light rail, streetcar, bus rapid transit, commuter rail, ferry, river transportation, etc.) that serves Oregon City and locate park-and-ride facilities at convenient neighborhood nodes to facilitate access to regional transit.



CHAPTER 4: PROTECTED ENVIRONMENT

STATEWIDE PLANNING GOALS:

Goal 5 (B) Natural Resources

Goal 8 Parks and Recreation

Goal 6: Air, Water, Land
Resources

Goal 13 (B): Energy
Conservation

Goal 7 Natural Hazards

Goal 15 Willamette River
Greenway



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Parks and Recreation

Oregon City has a variety of parks, trails and open space governed by a Parks and Recreation Master Plan (2008). Currently in the process of being updated (2022), the Plan serves as a guide to implementing Oregon City's goal of providing a broad range of parks and recreational spaces, activities, and programs to meet the current and future needs of its residents. The plan emphasizes the unique assets in Oregon City and identifies opportunities to further leverage those assets and build new ones. A set of mission statements provides the framework for the plan and will also serve as a starting point for new OC2040 goals and strategies that are developed for this project. Those mission statements are:

- Strengthen community image and sense of place, promote cultural unity
- Protect and preserve natural and cultural resources
- Foster social, intellectual, physical and emotional development
- Strengthen safety and security in park and recreation spaces
- Support economic development
- Provide educational experiences through recreation
- Promote health, wellbeing, and community problem solving
- Be good stewards of public resources

In addition, the City adopted a Trails Master Plan in 2004. The Plan proposes the development of a hierarchical trail system that integrates regional trails, community trails, and local trails in a series of loops. The Plan recommends improvements that will upgrade the existing system where needed, fill in the missing gaps, and connect to significant environmental features, schools, public facilities, local neighborhoods, and business districts in Oregon City and throughout the region.

Natural Resources

Oregon City enjoys a richness of natural resources and a topography that provides scenic views and sites that create a sense of place and civic identity for residents and visitors. The City strives to identify, enhance and protect its natural and scenic resources to ensure their continued existence and contribution to Oregon City's character and livability. This includes the protection of wetlands, streams, water quality, and vegetation (trees and riparian corridors), as well as air, water, and land quality. While air quality standards are established by the Oregon Department of Environmental Quality, Oregon City is committed to meeting those standards and to promoting land use and transportation practices that contribute to better air quality (reduction in vehicle miles, for example).

Water resources critical to Oregon City's residents include:

- Willamette and Clackamas Rivers
- Tributaries of Abernathy, Newell, and Beaver Creeks
- Various bogs and wetlands
- Groundwater supply under the City

Natural resources are inventoried and protected through the City's Natural Resource Overlay District, Chapter 17.49 of the Zoning Code which discourages development within vegetated corridors associated streams and wetlands; the Geologic Hazards Overlay District in Chapter 17.44 which reviews development on slopes and in landslide areas; the Flood Management Overlay District in Chapter 17.42 which protects development within the floodplain and recently flooded areas; and implementation of the City's National Pollutant Discharge Elimination System (NPDES) permit which includes processes related to stormwater.

The Willamette and Clackamas rivers, major waterways of regional significance, border two sides of the city and create an aesthetic and recreational setting of great value to the city. Together, these rivers and streams contribute to the uniqueness of Oregon City and to the variety of natural resource, recreational, and open space values enjoyed by residents and visitors.

With Oregon City situated along the banks of the Willamette River, the City is also subject to statewide rules governing the waterway. In 1973, the Oregon State Legislature designated the Willamette River Greenway (WRG) to protect approximately 300 miles of greenway along the Willamette River from Eugene to the confluence with the Columbia River. The intent was to protect the corridor's natural, scenic and recreational qualities and to preserve its historical sites, structures, facilities, and objects for education and enjoyment. Oregon City complies with statewide rules through specific standards and regulation for development within the WRG that are established in the Willamette River Greenway Overlay District, Chapter 17.48 of the Oregon City Zoning Code.

In Oregon City, the Clackamas River along the northern boundary of the city, as well as Abernathy, Newell, Holcomb, Potter, and other creeks provide both spawning and rearing habitat for steelhead trout, coho salmon, and cutthroat trout. Riparian corridors, the areas on either side of a stream, are critical to protecting the stream ecosystem and quality of habitat for salmonids and other stream-dependent species. Surface water from the Lower Clackamas River is the source of potable water for Oregon City and West Linn. The Clackamas River is a recreational waterway and offers a boat ramp at Clackamette Park and Riverside Park at the end of Water Avenue.

Natural Hazards

Oregon City is subject to a number of natural hazards. The City works to minimize the risks and impacts of natural hazards by limiting development in areas where hazardous events are most likely to occur and by working with the residents of these areas.

Oregon City was incorporated into Clackamas County's Natural Hazards Mitigation Plan in 2009. Since that time, Clackamas County adopted a new Clackamas County Natural Hazards Mitigation Plan in 2012 and 2019. The latest Oregon City Addendum to the NHMP was approved by FEMA on September 25, 2019. The plan describes potential hazards in Oregon City, lists goals, objectives and mitigation measures, and describes an action plan. The plan also contains maps of the 100-year and 1996 flood areas, potential landslide areas, relative earthquake hazard, and the location of hazardous materials, natural gas pipelines, and essential facilities. The most prominent hazards that face Oregon City include:

- **Flooding:** most flooding in Oregon City is the result of overflows of one or more of its three major streams—the Willamette River, Clackamas River, and Abernethy Creek—although localized, minor flooding can occur during storms. Flooding is most likely between October and April and generally results from a series of heavy rainfall events that can be aggravated by concurrent snowmelt in the watershed.
- **Unstable Soils:** unstable soils are types of soils or soils in locations, such as on steep slopes, that are not stable enough to support development, and may be hazardous to surrounding uses. Areas of unstable foundation soils have been mapped for Oregon City and the City has a Geologic Hazards Overlay District to provide “safeguards in connection with development on or adjacent to steep hillside and landslide areas and other identified known or potential hazard areas, thereby preventing undue hazards to public health, welfare and safety.”
- **Seismic Activity:** Oregon is in a region with a history of intense seismic activity. The most hazardous area coincides with the most severe flood-prone area north of Abernethy Creek, due primarily to the alluvial soil and high-water table that are most vulnerable to liquefaction during an earthquake. Areas in the McLoughlin neighborhood and on the Hilltop are far less vulnerable to groundshaking because they are underlain by basalt flows with little soil cover.
- **Wildfires:** dry summers, dense vegetation, and the invasion of non-native weeds in parts of Oregon City make the community vulnerable to wildfires. Wildfires are particularly likely in areas with steep slopes and limited groundwater, leading to dry vegetation in late summer, where there is combustible brush or debris, and where structures with flammable exterior materials are present. Oregon City's vulnerability to wildfires is greater in areas of “wildland-urban interface,” where dwellings are in the middle of heavily treed or vegetated areas and where steep, vegetated terrain can contribute to a “chimney effect” as fires burn uphill. The same conditions could apply to areas near Waterboard Park, Canemah Bluffs, Park Place, and canyons such as Singer Creek and Newell Creek.
- **Wind and Ice Storms:** in fall and winter, major storms from the Pacific Ocean bring high winds to the Oregon coast but are generally moderated by the time they reach Oregon City. However, some storm events result in damaging high winds, freezing rain and ice storms throughout western Oregon, which can result in loss of life and property damage. These storms affect the entire City but damage can be more severe where trees are blown over and trees limbs droop onto power and telephone lines. Electrical power service can be interrupted because of downed lines, which can lead to additional safety and comfort complications for the City and for residents. Traffic signals, emergency communications, roads, and other public facilities are especially vulnerable.
- **Volcanic Activity:** Oregon City's landscape was shaped by volcanic activity; much of Oregon City lies on a series of basalt flows that resulted from volcanic eruptions many thousands of years ago. While volcanic events are rare, they can occur at any time and with enormous force. It is unlikely that Oregon City would be directly affected by a volcanic eruption in the region. More likely are secondary effects from airborne ash that would severely affect air quality. Ash, mudflows, and pyroclastic flows would affect the Clackamas River watershed, thus potentially compromising the supply of water for Oregon City and West Linn.

GOAL 1

Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.

POLICIES:

POLICY 1.1 Provide additional parklands to adequately serve the City's current and estimated future population based on adopted service levels and community needs.

STRATEGY 1.1.A When property adjacent to an existing neighborhood or community park becomes available, consider adding property to the park and developing it to meet the current needs of existing neighborhoods.

STRATEGY 1.1.B Identify and protect land for parks and recreation within the Urban Growth Boundary.

STRATEGY 1.1.C Require or encourage developers to dedicate park sites as part of the subdivision review process. When possible, require or encourage developers to build parks to City standards and give them to the City to operate and maintain.

POLICY 1.2 Provide equitable distribution of parks and trails across the city.

STRATEGY 1.2.A Ensure the adequacy of pedestrian and bicycle connections to local, county, and regional trails.

STRATEGY 1.2.B Ensure adequate park and trail development in high density development and neighborhoods lacking access to these amenities.

POLICY 1.3 Provide a network of signage and trails to enhance connections within parks, and between parks, neighborhoods, and public amenities.

POLICY 1.4 Reduce barriers to park use and improve safety and accessibility of parks resources for all users, regardless of ability, comfort level, or native language.

STRATEGY 1.4.A Manage open space areas for their value in linking citizens and visitors with the natural environment, providing solace, exercise, scenic views and outdoor education. Built features in open space sites should harmonize with natural surroundings.

GOAL 2

Conserve, protect, and enhance the function, health, and diversity of the City’s natural resources and ecosystems.

POLICIES:

POLICY 2.1 Develop and adopt a Climate Action Plan for Oregon City.

POLICY 2.2 Implement site development and design practices that incorporate natural ecosystem enhancement, minimize impacts on natural resources, and avoid degradation or loss of wetlands, watershed, and habitat.

STRATEGY 2.2.A Adopt and/or establish standards for all new development that promote the use of pervious surfaces and prevent negative ecological effects of urban stormwater runoff on streams, creeks and rivers.

STRATEGY 2.2.B Encourage use of native and hardy plants such as trees, shrubs and groundcovers to maintain ecological function and reduce maintenance costs and chemical use.

POLICY 2.3 Bolster efforts to reduce landfill demand through re-use, recycling, and composting methods.

STRATEGY 2.3.A Commit to long-term sustainability and recognize the link between reduction of solid waste, reuse and recycling of materials, and protection of natural resources.

POLICY 2.4 Protect and enhance the urban forest tree canopy.

STRATEGY 2.4.A Encourage the maintenance and improvement of the city’s tree canopy to improve air quality.

POLICY 2.5 Support water conservation and storm water management efforts within the Willamette Basin.

STRATEGY 2.5.A Prevent erosion and restrict the discharge of sediments into surface- and groundwater by requiring erosion prevention measures and sediment control practices.

STRATEGY 2.5.B Where feasible, use open, naturally vegetated drainage ways to reduce stormwater and improve water quality.

POLICY 2.6 Promote outdoor lighting that is designed to reduce the negative impacts of light pollution.

STRATEGY 2.6.A Encourage new developments to provide even and energy-efficient lighting that ensures safety and discourages vandalism. Encourage existing developments to retrofit when feasible.

STRATEGY 2.6.B Adopt lighting practices in streets and other public facilities, and encourage them in private development, that reduce glare, light pollution, light trespass, and energy use, while maintaining even lighting ensuring good visibility and safety for the public.

POLICY 2.7 Support programs and methods that will improve air quality in Oregon City.

STRATEGY 2.7.A Promote land-use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping and education.

POLICY 2.8 Protect the Clackamas and Willamette Rivers and their tributaries including Newell Creek as the centerpieces of Oregon City's natural environment.

STRATEGY 2.8.A Conserve open space along creeks, urban drainage ways, steep hillsides, and throughout Newell Creek Canyon.

STRATEGY 2.8.B Encourage preservation over mitigation when making decisions that affect wetlands and a “no net loss” approach to wetland protection.

POLICY 2.9 Establish, restore, and maintain a network of connected wildlife habitat corridors.

STRATEGY 2.9.A Conserve natural resources that have significant functions and values related to flood protection, sediment and erosion control, water quality, groundwater recharge and discharge, education, vegetation, and fish and wildlife habitat.

GOAL 3

Ensure the safety of residents and property by supporting plans, programs, and investments that minimize the impacts of future natural hazard events and aid in rapid response and recovery.

POLICIES:

POLICY 3.1 Utilize public-private partnerships to educate residents on the importance of community hazard planning and resilience.

POLICY 3.2 Restrict development in unsafe areas and where development would increase hazard impacts, such as steep slopes, landslides, wetlands, streams, and floodplains.

STRATEGY 3.2.A Protect existing development from natural hazards through mitigation measures identified in the Clackamas County Hazard Mitigation Plan.

POLICY 3.3 Invest in retrofits and infrastructure redundancies to minimize service losses during an extreme weather or natural hazard event.

STRATEGY 3.3.A Require local service lines in new subdivisions be placed underground.

POLICY 3.4 Prioritize restoration of critical services following a natural hazard event.

STRATEGY 3.4.A Ensure that key public facilities (emergency service) are located outside recognized hazard areas.

STRATEGY 3.4.B Ensure that key public services, such as water and sewer; and key public facilities such as police, fire, and hospital structures have the capability to back-up electricity during emergencies.

POLICY 3.5 Collaborate with adjacent jurisdictions to coordinate emergency communication systems and distribution of resources in the event of an emergency or natural disaster.

GOAL 4

Ensure the environmental and economic health of the Willamette River Greenway (WRG) as a key feature of Oregon City and the broader region

POLICIES:

POLICY 4.1 Protect the significant fish and wildlife habitat of the Willamette River by maximizing the preservation of trees and vegetative cover.

POLICY 4.2 Preserve major scenic views, drives and sites of the WRG.

POLICY 4.3 Encourage access to and along the river consistent with the Oregon City Park and Recreation Master Plan.

POLICY 4.4 Restrict new substations and power line towers in the WRG and river view corridor.

POLICY 4.5 Protect and maintain parks and recreation areas and facilities along the Willamette River to minimize effects in the WRG, in accordance with the Oregon City Park and Recreation Master Plan.

Acknowledgements

PROJECT ADVISORY TEAM

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 Daphne Wuest
 Patti Gage
 Chris Staggs

CITY COMMISSION

Denyse McGriff, *Mayor*
 Adam Marl
 Rocky Smith
 Frank O'Donnell

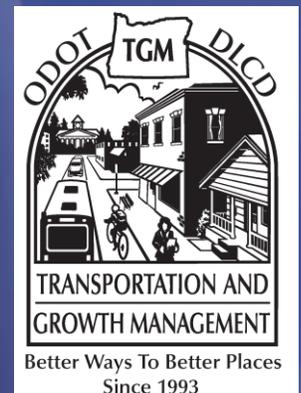
CITY STAFF

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 Christina Robertson-Gardiner, *Senior Planner*
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 Karen Tolvstad, *Veritas Collaborations*

This project was funded through a grant from the Transportation Growth Management (TGM) program, which is a joint effort of the Oregon Department of Transportation (ODOT) and the Department of Land Conservation and Development (DLCD). The TGM program works at the intersection of land use and transportation planning to help Oregon cities and counties create thriving, livable places.

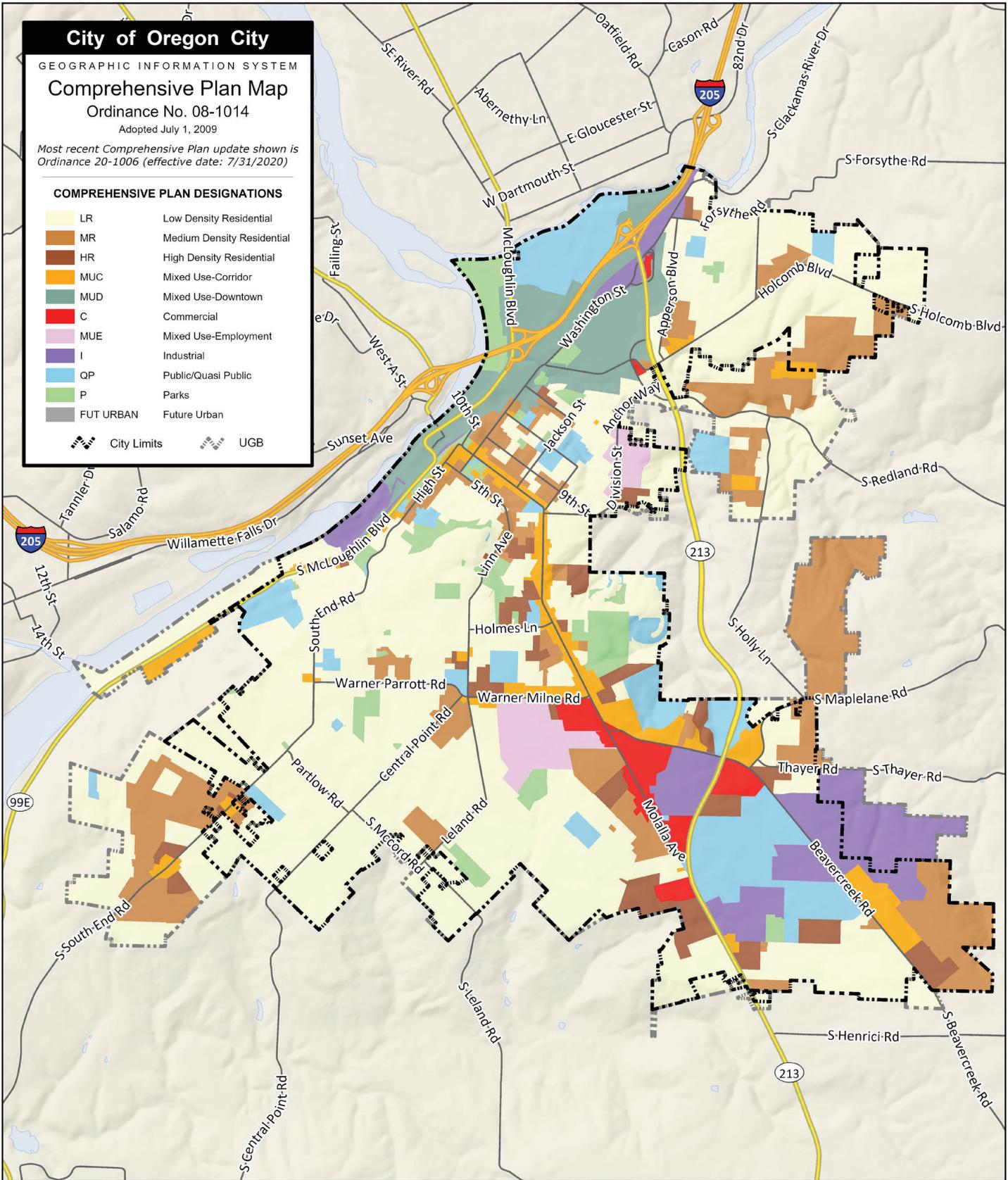


Appendix

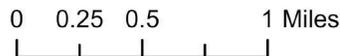
APPENDIX A. COMPREHENSIVE PLAN MAP
APPENDIX B. OREGON CITY URBAN RESERVES MAP
APPENDIX C. ANCILLARY DOCUMENTS

APPENDIX A. COMPREHENSIVE PLAN MAP

Item 9b.



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



City of Oregon City
 P.O. Box 3040
 625 Center St
 Oregon City, OR 97045
 503-657-0891
www.orcity.org



City of Oregon City Ancillary Documents for OC 2040 Comprehensive Plan adopted in 2022.

The following documents are Ancillary Plan also called Topic or Area specific plans. See *How are Comprehensive Plans Used* on p6 for a description of Ancillary Plans.

Ancillary plans are adopted by the City Commission for such things as parks and recreation, transportation systems, water facilities, and sewer facilities. Usually prepared by City departments through a public process, ancillary plans are approved by the City Planning Commission and adopted by the City Commission to provide operational guidance to city departments in planning for and carrying out city services. These plans are updated more frequently than the comprehensive plan.

As of November 2, 2022

Ancillary Document	Webpage (as of September 2022)	Year Adopted	Ordinance	In effect?
Oregon City Trails Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4274032	2004	04-1011	Yes
Oregon City Downtown Community Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4872834	1999	99-1034	Yes
Waterfront Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4869226	2001	01-1033	Yes
Park and Recreation Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4869394	2008	08-1004	Yes
McLoughlin- Canemah Trail Plan, Ancillary	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/7146126	2018	18-0001	Yes
Park Place Concept Plan	https://www.orcity.org/planning/south-end-concept-plan	2008	07-1007	Yes
Sanitary Sewer Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4869541	2014	14-1012	Yes

Ancillary Document	Webpage (as of September 2022)	Year Adopted	Ordinance	In effect?
Sewer Moratorium Public Facilities Strategy	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/4368/san_sew_moratorium_flyer-2.1.2016.pdf https://ormswd.synergydcs.com/HPRMWebDrawer/Record/5169754	2014-2016 (several extensions)	16-1006 14-1006 14-1012 15-1002 15-1015 16-1005	Mostly completed
South End Concept Plan and Code Amendments	https://www.orcity.org/planning/south-end-concept-plan	2013	13-1016 13-1017	Yes
Stormwater Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/8752488 https://www.orcity.org/sites/default/files/file_attachments/public_works/page/4190/oregon_city_stormwater_master_plan_2020.pdf	2019	19-1014	Yes
Thimble Creek Concept Plan – Readoption (and renaming) of the Beaver Creek Road Concept Plan	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/3239/thimble_creek_concept_plan_readopted_july_12020_ord_20-1006.pdf	2020	20-1006	Yes
Water Master Plan – Amendment 2021	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/3682/adopted_2021_amendment_to_the_2012_water_master_plan_1-20-2021_for_web.pdf	2021	21-1001	Yes
Water Distribution System Master Plan	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/3682/final_water_distribution_system_maste_plan_-_january_2012.pdf	2012	12-1001	Yes

Transportation System Plan, Ancillary Documents	Webpage (as of September 2022)	Year Adopted	Ordinance	In effect?
Transportation System Plan and Code Amendments	https://www.orcity.org/publicworks/2013-transportation-system-plan	2013	13-1002 13-1003	Yes
Park Place Urbanization Plan, Ancillary to TSP	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/9133908	2021	21-1016	Yes
Transportation Demand Management Plan		2017		In progress
Alternative Mobility Targets for 213 / Beavercreek Road	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/6953644 https://www.orcity.org/publicworks/project/ps-16-024	2018	18-1004	Yes
Linn Avenue, Leland Road and Meyers Road Corridor Plan 2015	https://www.orcity.org/publicworks/project/ci-13-013	2015	14-1013	Yes
Meyers Road Extension Corridor Plan	http://www.orcity.org/sites/default/files/file_attachments/public_works/page/4283/projects_amendments_from_meyers_rd_corridor_plan_final_1.pdf	2015	15-1013	Completed
South End Concept Plan Amendments to the Transportation System Plan	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/4283/sec_tsp_amendments_0.pdf	2013	13-1002 13-1003	Yes



HRB Interview Notes

Applicant: _____ **Reviewer:** _____

Frank

1. Why are you applying for a position on the Historic Review Board?

Rocky

2. What is your background in Historic Preservation?

Denyse

3. How do the criteria, standards, and design guidelines assist the public and applicants know what they can do with their historic property?

Adam

4. Have you previously served on an appointed Board? What was the most rewarding part of the position? The most frustrating?

Mike

5. How would you approach a potential contentious hearing, knowing that there are passionate opinions on both sides of the issue?

Adam

6. What do you believe is the role of the HRB? and the role of Neighborhood Associations as it related to HRB decisions?

Denyse

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

STATE OF OREGON
COUNTY OF CLACKAMAS



CERTIFICATE OF ELECTION



*I, Jakob S. Wiley, City Recorder of the City of Oregon City, do and hereby certify that at the General Election held in said City on the eighth of November A.D. 2022, DENYSE C. MCGRIFF was duly elected to the office of **MAYOR** in and for said City, as appears on the official canvass of returns of said Clackamas County, now on file and of record in this office, and that she is the duly elected*

MAYOR OF THE CITY OF OREGON CITY.

In witness whereof, I have hereunto set my hand and official seal this twenty-first day of December A.D. 2022

JAKOB S. WILEY, CITY RECORDER

STATE OF OREGON
COUNTY OF CLACKAMAS



CERTIFICATE OF ELECTION



*I, Jakob S. Wiley, City Recorder of the City of Oregon City, do and hereby certify that at the General Election held in said City on the eighth of November A.D. 2022, **ADAM MARL** was duly elected to the office of **CITY COMMISSIONER** in and for said City, as appears on the official canvass of returns of said Clackamas County, now on file and of record in this office, and that he is the duly elected*

CITY COMMISSIONER FOR THE CITY OF OREGON CITY.

In witness whereof, I have hereunto set my hand and official seal this twenty-first day of December A.D. 2022

JAKOB S. WILEY, CITY RECORDER

STATE OF OREGON
COUNTY OF CLACKAMAS



CERTIFICATE OF ELECTION



*I, Jakob S. Wiley, City Recorder of the City of Oregon City, do and hereby certify that at the General Election held in said City on the eighth of November A.D. 2022, **ROCKY SMITH JR.** was duly elected to the office of **CITY COMMISSIONER** in and for said City, as appears on the official canvass of returns of said Clackamas County, now on file and of record in this office, and that he is the duly elected*

CITY COMMISSIONER FOR THE CITY OF OREGON CITY.

In witness whereof, I have hereunto set my hand and official seal this twenty-first day of December A.D. 2022

JAKOB S. WILEY, CITY RECORDER



NOTICE

NOTICE IS HEREBY GIVEN for the second and final reading of **ORDINANCE NUMBER 22-1009** of the City of Oregon City, Clackamas County, Oregon, three copies of which are available for inspection at the Office of the City Recorder, 625 Center Street, Oregon City, Oregon.

Said Ordinance will be considered by the City Commission at its meeting on December 21, 2022 at 7:00 p.m.

The title of said Ordinance is as follows:

ORDINANCE NO. 22-1009: AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING A NEW COMPREHENSIVE PLAN BY REPEALING THE 2004 COMPREHENSIVE PLAN AND REPLACING IT WITH THE OC 2040 COMPREHENSIVE PLAN, COMPREHENSIVE PLAN MAP, OREGON CITY URBAN RESERVES MAP, AND ANCILLARY DOCUMENTS

All interested persons are invited to attend and provide input.

POSTED this 14th day of December, 2022, by direction of the City Recorder. Places of posting are as follows:

1. City Hall, 625 Center Street, Oregon City, Oregon.
2. Pioneer Community Center, 615 Fifth Street, Oregon City, Oregon.
3. Oregon City Library, 606 John Adams St., Oregon City, Oregon.

For special assistance due to disability, please call City Hall at 503-657-0891 48 hours prior to meeting date.

JAKOB WILEY
City Recorder
City of Oregon City
625 Center Street
Oregon City, OR 97045

PLEASE DO NOT REMOVE PRIOR TO DECEMBER 22, 2022

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to **3 MINUTES**.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 12/21/2022

Item Number From Agenda 4 public comment

NAME: James Farley

ADDRESS: Street: 165 Barker Ave

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER: 360-901-3357

E-MAIL ADDRESS: FARLEY-JAMES@Rocketmail.com

SIGNATURE: James Farley

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 12/21/22

Item Number From Agenda 4 public comment

NAME: Aubree Humphreys & Terrence Gleason

ADDRESS: Street: 130 Barker Ave.

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER: 503-473-7039

E-MAIL ADDRESS: aubree.humphreys@gmail.com

SIGNATURE: Aubree Humphreys

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to **3 MINUTES**.
- Give to the Clerk in Chambers **prior** to the meeting.

Date of Meeting December 21, 2022

Item Number From Agenda Public Comment

NAME: Tori Weatherspoon

ADDRESS: Street: 147 Barker Ave

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER: 971-344-4554

E-MAIL ADDRESS: vsprout09@gmail.com

SIGNATURE: Tori Weatherspoon

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 12/21/2022

Item Number From Agenda _____
Barker Avenue Traffic Public comment

NAME: Carrie Young

ADDRESS: Street: 379 Barker Ave

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER: 503-855-9866

E-MAIL ADDRESS: carrieyoung@comcast.net

SIGNATURE: [Handwritten Signature]

Oregon City Commission

Citizen Comments Regarding Barker Avenue
12/21/22

James Farley
165 Barker Avenue, Oregon City
farley_james@rocketmail.com
360-901-3357

Speaking on behalf of the residents of Barker Avenue

For many months now the residents of Barker Avenue have endured a horrific traffic situation enhanced by the closure of South End Road.

Barker Avenue is classified as a “connector” road, but it is NOT a main arterial and has no sidewalks, bicycle lanes nor shoulder to accommodate street parking. It serves as the main walking and bicycle route for its families, elderly, and for walking pets. It also serves these purposes for the neighboring residents of Deerbrook, Clearbrook, Barker Road and many others.

Since the closure of South End Road the traffic situation has become a safety nightmare and unbearable for its residents with:

- Traffic volumes in excess of 200 cars per hour
- Constant excessive speeding
- Reckless driving
- Drivers ignoring the Detour, Local Access Only and Stop signage

We have sought the assistance of OC Police and Public Works to address this situation. Pursuant to these discussions over 80% of the residents signed a petition to install speed humps to help alleviate the situation. Yet in spite a couple of enforcement blitzes and the installation of temporary speed humps, these problems remain unabated and have even created new ones, e.g., cars driving down the center of the road to straddle the humps or speeding to pass cars between humps.

The repair of South End Road is currently projected to extend into the middle of 2023, if not beyond. Further, heavy use of Center Street, up the same hill, has made it evident that this road will require closure and repair as well, further promulgating the need for traffic detours.

From: Bruce Gregory bruceg23@gmail.com
Subject: Barker Traffic
Date: December 9, 2022 at 2:04 PM
To: farley_james@rocketmail.com



Hi James,

We appreciate all your efforts to curb traffic on Barker Ave. I do think the Speed Humps have slowed traffic, but not diminished the flow of traffic. We live at the corner of Barker and Hazelwood and many people still run the stop sign in spite of efforts by the OC Police to give tickets. It has all been very frustrating. We would like to keep the Speed Humps permanently which is apparently against city code. We support any ideas you have and appreciate everything done thus far.

Sincerely,

Bruce and Mary Gregory

380 Barker Ave

(503) 415-0559

From: Ria McClain riamcclaindesigns@gmail.com
Subject: Barker Ave Traffic
Date: December 14, 2022 at 9:48 AM
To: farley_james@rocketmail.com



Hi James,

We're the new neighbors at 215 and wanted to show our support for your traffic efforts.

John and Ria McClain

215 Barker Avenue 97045

Ria: 503-702-0749

riamcclaindesigns@gmail.com

We support our neighbors' efforts to tackle the residential traffic issues in our neighborhood. As the newest members of this coalition, we don't have enough information to suggest any additional recommendations but are fully supportive of permanent solutions such as stop signs on Barker. Thank you for allowing us to be a part of this conversation, we'll be traveling on 12/21 and will miss the next City Commission meeting but will follow this closely.

Many thanks,

Ria + John McClain

From: Erica Lemons ericalemons@comcast.net
Subject: Re: Oregon City Commission meeting 12/21
Date: December 20, 2022 at 12:44 PM
To: James Farley farley_james@rocketmail.com



James- I really appreciate your taking the lead on this and would like to add my two cents in even though I will not be attending the meeting.

I don't feel as though it is at all safe to walk down Barker Ave. Over the summer added two dogs to our family and no longer feel as though I can walk them on this road. I have had to dodge traffic, been honked at by cars and even been yelled at for just walking down the street with my puppies. I hesitate to get the mail anytime after dark and for sure no longer tend to the yard anywhere near the road.

The speed of the vehicles coming from South End rd. I feel has increased even after the humps have been installed.

Thank you,

Erica Lemons

On 12/20/2022 11:04 AM James Farley <farley_james@rocketmail.com> wrote:

Hello Neighbors,

I am writing to remind everyone about the OC Commission meeting tomorrow evening at 7PM at the Libke Public Safety Facility. Your presence at this meeting could make a significant difference in whether changes are supported by the commission. Anyone can present during the Citizen Comment period by signing up on-site 15 minutes before the meeting. Citizen Comments are the first agenda item, so no one is obligated to stay for the entire commission meeting. At this time I am prepared present comments on behalf of the neighborhood (3 minute limit) and provide a copy for the record (attached for your feedback). Aubree and Terrence, and Carrie Young have indicated that they plan to attend the meeting to share their stories. In addition, I plan to share printed comments from the McCain's and Gregory's for the record who are unable to attend in person. Anyone else who feels moved to share your stories about Barker traffic- now is the time!!

Please reach out if you have any questions or concerns.

Regards, James

James Farley
+01-360-901-3357
Farley_James@Rocketmail.com

The information transmitted in this e-mail is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient, you are hereby notified that any review, retransmission, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please destroy and delete this message from any computer and contact the sender immediately by return e-mail.