



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, 625 Center Street, Oregon City
Wednesday, August 05, 2020 at 7:00 PM

EXECUTIVE SESSION: To immediately follow the regular meeting of the City Commission.

- i. Pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.*
- ii. Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.*

REGULAR MEETING OF THE CITY COMMISSION

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- Email at any time up to 12 p.m. the day of the meeting to recorderteam@orcify.org.*
- Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.*
- 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, PROCLAMATIONS, AND PRESENTATIONS

[3a.](#) ODOT I-205 Tolling Update Presentation

4. CITIZEN COMMENTS

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

5. ADOPTION OF THE AGENDA

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

- [7a.](#) Temporary Shower Trailer at Milner Veterinary Hospital located at 1034 Molalla Avenue in Oregon City.
- [7b.](#) Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to F&F structures, Inc.
- [7c.](#) League of Oregon Cities Priorities Packet

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.](#) Revised Explanatory Statement for Clackamas Water Environmental Services' Outfall Ballot Measure
- [8b.](#) Resolution No. 20-24, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic
- [8c.](#) Minutes of the May 6, 2020 Work Session

9. COMMUNICATIONS

City Manager

- [9a.](#) Upper Yard Charter Park Designation Update
- [9b.](#) Community Oriented Policing Services (COPS) Grant Award Opportunity

Commissioners

Mayor

10. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor 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 Web site.

Video Streaming & Broadcasts: The meeting is streamed live on Internet on the Oregon City's Web site at www.orcity.org and available on demand following the meeting. The meeting can be viewed live on Willamette Falls Television on channel 28 for Oregon City area residents. The meetings are also rebroadcast on WFMC. 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: Chief of Police Jim Band

Agenda Date: 08/05/2020

SUBJECT:

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

BACKGROUND:

To be updated.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/05/2020

SUBJECT:

Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/05/2020
From: Lucinda Broussard, Director of Toll Operations at ODOT

SUBJECT:

ODOT I-205 Tolling Update Presentation



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/05/2020

SUBJECT:

Temporary Shower Trailer at Milner Veterinary Hospital located at 1034 Molalla Avenue in Oregon City.

STAFF RECOMMENDATION:

Staff recommends approval for Love One to locate a temporary shower trailer at Milner Veterinary Hospital at 1034 Molalla Avenue in Oregon City for 1 day a week.

EXECUTIVE SUMMARY:

The COVID-19 event has severely impacted the social services available to the homeless community throughout the state, region and within Oregon City. The importance of personal hygiene has been identified as a necessary and effective method to reduce the spread of the COVID-19 virus. As social service facilities and resources have been reduced during this event, the provision of clean, safe and accessible shower facilities has been identified as a need within the homeless community. The Molalla Avenue property has been identified as a potential location to locate a shower trailer 1 day a week (Sunday). The shower trailer would be managed by Love One, a volunteer organization with support from the County.

BACKGROUND:

Father's Heart originally offered 108 showers weekly. With the COVID-19 restrictions, this service has been drastically limited, and only 40 showers per week are being provided. At the May 6, 2020 City Commission meeting the Commission approved a temporary shower trailer be located at Father's Heart. After that meeting, Father's Heart decided to open their facility and allow shower service to resume within, therefore not needing the temporary shower trailer. The Commission later approved a temporary shower trailer location at 902 Abernethy Road. After two weeks of providing services at this location there were no users.

Love One has identified an alternative location at Milner Veterinary Hospital, which is located at 1034 Molalla Avenue. The proposed operation plan includes bringing the

trailer to the Molalla Avenue property on Sundays. The trailer will be onsite for 5 hours and available from 4pm - 9pm. The trailer will not be located on the property when not in use. During shower operations staff will follow strict personal protection gear guidelines and the showers will be cleaned between each use per CDC guidelines. Towels, clothes, and laundry service would be provided. It is anticipated that the trailer would be brought to the property until such time that the social service providers that provided shower facilities pre COVID-19 are available again, this is not intended to be a permanent, long-term facility provided on the property. Additional information provided by Love One is attached.

OPTIONS:

1. Authorize the City Manager to move forward with allowing a shower trailer at 1034 Molalla Avenue.
2. Do not authorize the City Manager to move forward with allowing a shower trailer at 1034 Molalla Avenue.
3. Direct the City Manager to investigate alternatives that have not been identified or considered.



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Oregon City, OR 97045
503-657-0891

To: City Commission
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3. Direct the City Manager to investigate alternatives that have not been identified or considered.

Location:

Milner Veterinary Hospital
1034 Molalla Ave, Oregon City

Owner Steve Milner has offered the use of his property as a Hilltop location for hosting the shower cart on Sundays. Many folks in need of basic hygiene care (homeless population) are located in the Hilltop area, as stated repeatedly by OCPD and the City Commission.

Impact on neighbors will be zero to minimal. Operation of the cart will be contained to the Milner Vet parking lot, outside of usual business hours. The cart is quiet.

The group working on this shower cart effort is comprised of:

Brandi Johnson, Executive Director of LoveOne
Sara Gross-Samuelsan, Pastor, Storyline Community
Bill Stewart, Clackamas County Deputy District Attorney
Alex Gillow-Wiles, Providence Better Outcome Through Bridges
Mikaila Smith, Providence Better Outcome Through Bridges
Vahid Brown, Clackamas County Health, Housing & Human Services,
Dan Fowler, Oregon City Business Owner, Co-Founder Homeless Solutions Coalition of Clackamas County
Lynne Deshler, Administrator, Homeless Solutions Coalition of Clackamas County

Existing partnerships supporting operation of the shower cart in Oregon City include:

LoveOne
Storyline Community
Clackamas County Rotary Clubs
Homeless Solutions Coalition of Clackamas County
Clackamas Service Center
Oregon City Grocery Outlet
Local faith communities
Milner Veterinary Hospital

OCPD Support:

Chief Jim Band expressed his support in writing to Bill Stewart. He cautioned we will need city approval in the form of a permit. I have forwarded that email to Amy.

Context:

The shower cart is successfully operating at Clackamas Service Center on Tuesdays, Wednesdays and Saturday; Molalla Warming Center location on Mondays; and GracePointe Church in Milwaukie on the second Monday of the month.

Operation of the shower cart includes providing shampoo, soap, towels, clean underwear, and socks and undershirts so folks can leave the shower cart clean and hopeful. Efforts to reduce the transmission of COVID-19 have resulted in the closure of most points of access to soap and water for neighbors living unhoused, which has created a secondary health crisis: neighbors are experiencing an increase in hair and body lice, scabies and infections. Regular access to showers and hand washing produces improved health outcomes, as has already been seen by volunteers and experienced by neighbors in places where the shower cart already is operating.

Going forward:

Upon approval of the event permit, we will reach out to additional local volunteers and organizations for ongoing operational support. Our intent is to hold a test run of shower cart operations at the Milner Vet site in July and August and then re-evaluate event frequency based on demand.

Please let me know if you have any questions or need further information.

Nancy S. Bush, MBA, MA

Director

(she/her/hers)

Clackamas County Disaster Management • 503-655-8665 • nbush@clackamas.us
2200 Kaen Road, Oregon City, OR 97045

Follow Clackamas County: [Facebook](#) | [Twitter](#) | [YouTube](#)

Follow Disaster Management: [Facebook](#) | [Twitter](#)



Mobile Shower Co-op

WHO?

LoveOne Mobile Shower Co-op is a partnership of Clackamas County organizations and community members committed to providing services that address the whole person, including showers, personal care resources and community connection. We believe that basic hygiene is essential for physical, mental and emotional health.

We are:

- LoveOne Laundry
- Storyline Community
- Clackamas County Rotary Clubs
- Homeless Solutions Coalition of Clackamas County
- Clackamas Service Center
- Hope City Church
- GracePointe Church
- West Linn Lutheran Church
- Molalla Christian Church
- Also, others always joining

WHAT?

LMSC partners with community groups at multiple sites throughout Clackamas County where neighbors can shower, charge electronic devices and build relationships and supportive connections. Some locations also offer meals and social service support.

WHERE & WHEN?

- **Clackamas Service Center**
8800 SE 80th AVE, Portland
WED & TUE 10AM–1PM
SAT 5PM–8PM
- **Molalla Christian Church**
223 E 3RD ST, Molalla
MON 10AM–1PM
- **GracePointe**
10750 SE 42ND AVE, Milwaukie
7/13, 8/10, 9/14 6PM–8PM
- **West Linn Lutheran**
20390 Willamette DR, West Linn
7/15, 8/12, 9/16 4PM–7PM

We anticipate soon adding shower sites in Oregon City, Milwaukie, Oak Grove and Wilsonville.

HOW TO HELP:

- **Volunteer** at a site to run the shower carts, help with phone charging, distribute hygiene and undergarment resources, wash towels, prepare meals, offer friendship and hospitality.
- **Donate:** Support operation of the shower cart and the purchase of hygiene supplies. Please clearly mark donations with “shower cart.”
 - Visit **LoveOneCommunity.org** to make an online donation.
 - Mail checks to LoveOne, PO Box 212, Oregon City, OR 97045.

MORE INFORMATION:

For more information, please contact:

- Brandi Johnson at brandi@loveonecommunity.org or (503) 314-8649
- Sara Gross Samuelson at saramorgan05@gmail.com or (503) 567-2100



PART 1: APPLICANT fills out and submits application for review.

APPLICATION - SPECIAL EVENT				Application Date: 07/08/2020
Applicant				
Name of Organization: LoveOne				
Type of Organization:	<input type="checkbox"/> Public agency	<input checked="" type="checkbox"/> Non-profit	<input type="checkbox"/> Business	<input type="checkbox"/> Private / Individual
Contact Name: Brandi Johnson	E-Mail: brandi@loveonecommunity.org			
Mailing Address: 1707 Harrison Street	City, State & Zip: Oregon City, OR 97045			
Phone: (503) 314-8649	Alt. Phone:			
Event				
Proposed Event Name: LoveOne Mobile Shower (*1st, 3rd & 5th Sundays)			Attendee Estimate: 25	
Dates: Sundays*	From: July 19, 2020	To: August 30, 2020	Exclusions: 7/12, 7/26, 8/9, 8/23	
Times: <small>Including Set-up / Take-Down</small>	From: 4:00pm	To: 9:00pm	Exclusions:	
TYPE OF EVENT (check all boxes that apply):				
<input type="checkbox"/> Athletic Walk / Race	<input type="checkbox"/> Festival / Carnival	<input type="checkbox"/> Reunion		
<input type="checkbox"/> Concert	<input type="checkbox"/> Film / Photo Shoot	<input type="checkbox"/> Vigil / Protest		
<input type="checkbox"/> Educational	<input type="checkbox"/> Parade	<input type="checkbox"/> Wedding		
<input type="checkbox"/> Fair	<input type="checkbox"/> Market	<input type="checkbox"/> Reception		
<input type="checkbox"/> Block Party	<input type="checkbox"/> Garage / Yard Sale	<input checked="" type="checkbox"/> Other - identify: mobile shower cart		
Description of Event (use additional sheet of paper if necessary): Provide showers, personal hygiene supplies and community connection to neighbors in need. Use of mobile shower cart requires residential electrical connection (extension cord), residential water connection (garden hose), and gray water discharge into sewer (drain located on site).		Location(s) of Event (use additional sheet of paper if necessary): Milner Veterinary Hospital 1034 Molalla AVE Oregon City, OR 97045		
FOR NON-STATIONARY EVENTS:				
Proposed Destination:		Route (describe route in detail and provide map):		
Ownership of Event Location(s) (check all boxes that apply):	<input checked="" type="checkbox"/> Private property	<input type="checkbox"/> Public property (parks, schools, etc.)	<input type="checkbox"/> Right-of-way (sidewalks, streets)	
ADDITIONAL ACTIVITIES (add any additional activities not listed):				
CHECK ONE	ACTIVITY			
<input type="checkbox"/> Y <input type="checkbox"/> N	Retail or wholesale sales - describe:			
<input type="checkbox"/> Y <input type="checkbox"/> N	Food on site:	<input type="checkbox"/> Pre-packaged	<input type="checkbox"/> Prepared on Site	
<input type="checkbox"/> Y <input type="checkbox"/> N	Beverages (Non-alcoholic) - describe serving container(s):			
<input type="checkbox"/> Y <input type="checkbox"/> N	Beverages (Alcoholic ¹) - describe serving container(s):			
<input type="checkbox"/> Y <input type="checkbox"/> N	Carnival-type rides - describe:			

¹ Must provide copy of liquor license.

<input type="checkbox"/> Y	<input type="checkbox"/> N	Dancing
<input type="checkbox"/> Y	<input type="checkbox"/> N	Music ² : <input type="checkbox"/> Live <input type="checkbox"/> Recorded
<input type="checkbox"/> Y	<input type="checkbox"/> N	Amplified sound (i.e., PA system) or other noise generator
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Tents and / or Canopies We MAY utilize a ~10x10 instant shelter/pop-up canopy to provide shade for volunteers.
<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Temporary electrical power - list source: extension cord
<input type="checkbox"/> Y	<input type="checkbox"/> N	Street / road closures ³
<input type="checkbox"/> Y	<input type="checkbox"/> N	Traffic control
<input type="checkbox"/> Y	<input type="checkbox"/> N	Activities on streets and / or sidewalks ⁴
<input type="checkbox"/> Y	<input type="checkbox"/> N	Open flames including barbecues and propane fueled equipment
<input type="checkbox"/> Y	<input type="checkbox"/> N	Portable restroom facilities - proposed location:
<input type="checkbox"/> Y	<input type="checkbox"/> N	Fireworks ⁵
<input type="checkbox"/> Y	<input type="checkbox"/> N	

Permission is hereby requested to hold an event described hereto. It is understood that this application is limited to the event described herein and that event organizers shall comply with the provisions of this application and all other applicable rules, regulations and standards of the City, County and State. The permittee assumes full responsibility for said compliance and for repair or replacement of any existing improvement damaged as a result of this event. In addition, event organizers shall comply with all items checked in Part 2 below, and with the terms of any other City permits issued.

I CERTIFY THE ABOVE INFORMATION IS CORRECT  Applicant's Signature: 

PART 2: CITY STAFF reviews application for completeness and lets applicant know if any additional documents are required.

In addition to this application, the following is a list of items the City may request of applicant. Once the application is reviewed by City staff, they will check off those items below that are applicable and must be submitted by applicant to make the application complete:

- Certificate of liability insurance in the amount of \$2,000,000 liability coverage for each occurrence / \$4,000,000 aggregate naming the City of Oregon City, its officers, agents and employees as additional insureds
- Clackamas County Public Health – Temporary Event Food Service License(s)
- Traffic control plan
- Right-of-way permit application
- Clackamas County permit
- ODOT permit
- Release and Indemnity Agreement
- OLCC license, plan, or permit as applicable
- Clackamas County Fire District No. 1 and/or Oregon City Police Department approval
- Proof that neighborhood has been notified of the event
- Oregon City Business License
- Other _____ Other _____

OFFICE USE ONLY			
Packet Complete:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Expiration Date: <input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> Other
Issued by:		Permit No.:	
Date:		Date:	

PART 3: Once application is determined to be complete, applicant signs indicating that they will abide by all conditions of the application and City staff issues a permit.

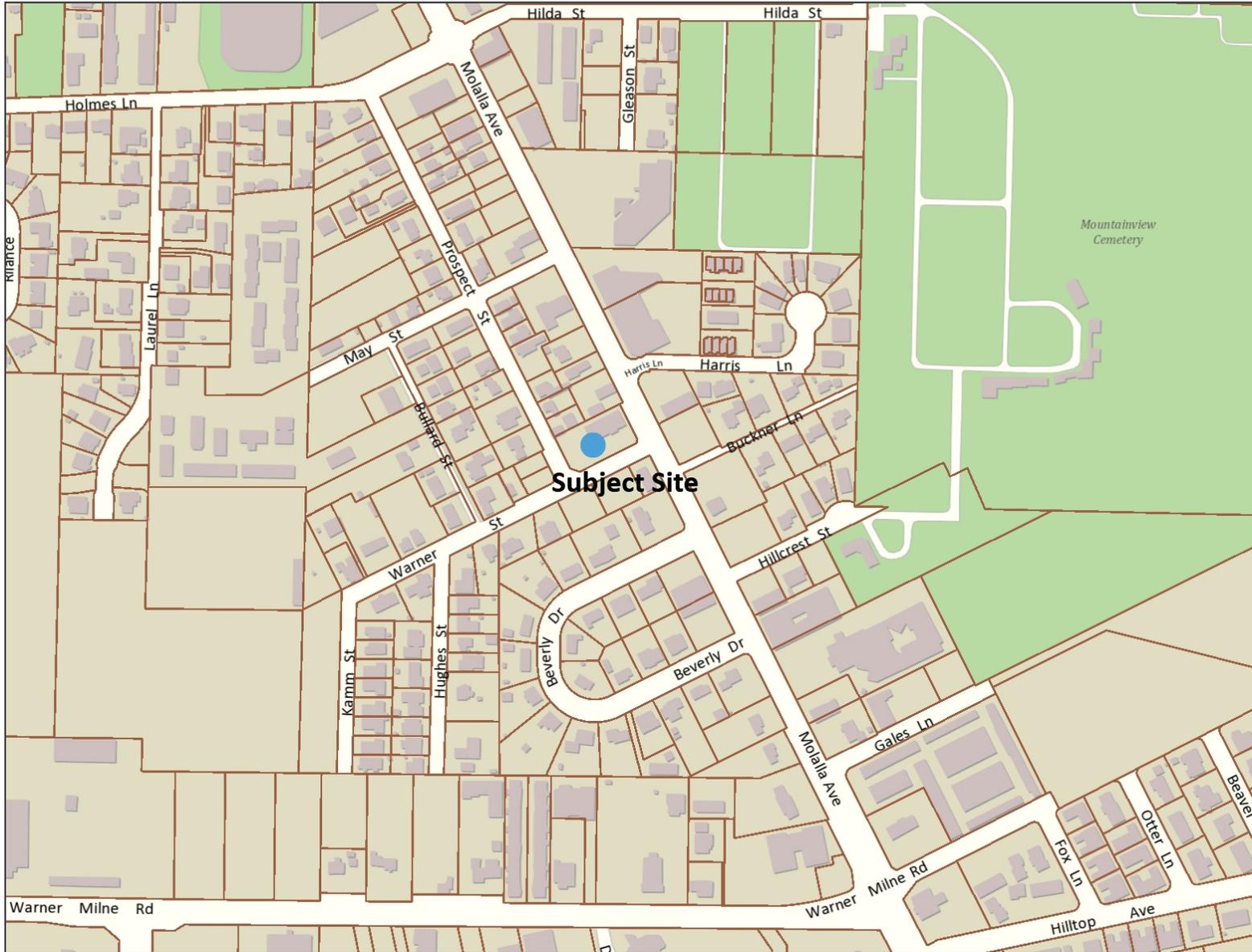
APPLICANT: I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE-REFERENCED CONDITIONS	
Applicant's Signature:	Date:

P:\PublicWorks\Forms\Development\Special Event Application 8-2-19.docx

²Live or amplified music requires residential notification. Contact City for instructions.
³Requires completion of Street Closure Application.
⁴Requires completion of Right-of-Way Permit Application.
⁵Oregon City fire marshal must approve fireworks in writing prior to event; may require proof that fireworks operator is State certified.

Oregon City GIS Map

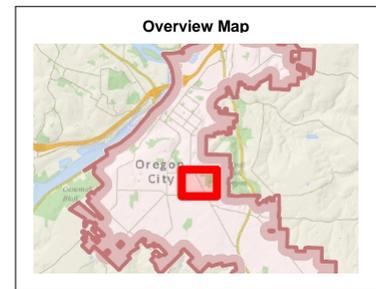
Item 7a.



Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes



0 400 800 Feet



1: 4,800

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



Map created 7/29/2020

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





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: 08/05/2020

SUBJECT:

Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to F&F structures, Inc.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to execute the real estate contract with F&F Structures, Inc. for the sale of the City property located at 320 Warner Milne Road, tax lots 3-2E-05C-00201 and 3-2E-05C-00500 for \$2,800,000.

EXECUTIVE SUMMARY:

The attached real estate contract is for the purchase of 320 Warner Milne Road to F&F Structures, Inc. The buyer is offering a non-refundable earnest money deposit of \$30,000 that would be applied toward the \$2,800,000 million dollar purchase price. The Buyer's due diligence period will be no more than eighty-six days and expire on October 30, 2020 and the sale will also close on October 30, 2020. Further details are in the attached contract.

BACKGROUND:

The Oregon City Police, Municipal Court, and Code Enforcement departments are currently operating in the building located at 320 Warner Milne Road, which was purchased by the City of Oregon City in the 1980s. Construction of a new public safety facility for the above-mentioned departments is underway at the site of the old Mt. Pleasant School, 1232 Linn Avenue, with a targeted completion date of September, 2020. Proceeds from the sale of the current property will be utilized for a portion of the new facility construction budget.

This offer is a new proposed contract from F&F Structures. There was a previous contract with F&F Structures for the purchase of this property which is no longer in force or effect.

OPTIONS:

- 1. Authorize the City Manager to execute the real estate contract with F&F Structures, Inc.
- 2. Deny the real estate contract with F&F Structures, Inc.
- 3. Provide direction to staff of any amendments or additional information that is needed.

BUDGET IMPACT:

Amount: \$

FY(s):

Funding Source(s):

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "**Contract**") is entered into as of August 5, 2020 ("**Effective Date**"), by and between **City of Oregon City**, an Oregon municipal corporation ("**Seller**"), and **F & F Structures, Inc.**, an Oregon corporation ("**Buyer**"). Collectively, Buyer and Seller shall be referred to herein as Parties ("**Parties**").

Now therefore, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1 Property. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller approximately 3.20 acres of real property generally located along Warner Milne Road, Oregon City, Oregon (Assessor's Parcels 00846847 and 00846981 totaling 1.86 and 1.34 acres, respectively) including all improvements located thereon, including but not limited to three trailers that are located on foundations and all appurtenances thereto (the "**Realty**"). The Realty is sometimes referred to herein as the "**Property**." The Realty is legally described in Exhibit A to the Title Report (as such term is defined below).

2 Purchase Price. The purchase price for the Property is Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00, "**Purchase Price**"). The Purchase Price shall be paid as follows:

a. A Non-Refundable Earnest Money Deposit in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "**Earnest Money Deposit**") shall be deposited by Buyer with First American Title Insurance Company, located at 9200 SE Sunnybrook, Ste 400 Clackamas, OR 97015, Attention: Debbie Chase, phone (503) 353-2386 and email dchase@firstam.com (the "**Title Company**") contemporaneous with the mutual execution of this Contract. The Earnest Money Deposit is nonrefundable except as expressly set forth herein. At Closing (as hereinafter defined), the Earnest Money Deposit will be applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company which shall be in form and content reasonably acceptable to Buyer, Seller and the Title Company.

b. The balance of the Purchase Price, subject to closing proration and credits, shall be paid in cash in immediately available funds at Closing.

3 Seller's Representations, Warranties and Covenants. Seller hereby

makes the following representations, warranties and covenants in connection with Buyer's purchase of the Property, and no others, express or implied:

- a. Seller has the authority necessary to enter into this Contract and comply with Seller's obligations hereunder;
 - a. There are no pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings, which would affect the Property;
 - b. There are no other undisclosed agreements between Seller and any other party, that affect the use of the Property;
 - c. Until the Closing Date (as hereinafter defined), the Property will be maintained in substantially the same condition as it is in on the Effective Date of this Contract, subject to ordinary wear and tear and casualty damage;
 - d. Except for matters of record, there is no litigation pending or, to Seller's actual knowledge, threatened, which would affect the Property or the use thereof by Buyer;
 - e. Promptly after the Effective Date, Seller shall use reasonable efforts to review its files and shall provide Buyer with copies of any environmental assessments or other Property related reports, studies or investigations in Seller's possession ("**Seller's Documents**"). Seller shall provide the same to Buyer as an accommodation to Buyer and without any representation or warranty of any kind as to the accuracy or completeness of Seller's Documents;
 - f. Seller shall perform all acts reasonably necessary and requested by Buyer to ensure that any existing Property development rights, fees and credits Seller may possess are assigned to Buyer at the Closing;
 - g. Seller shall use reasonable efforts to either (i) clear title to the Property of any and all mechanics liens of record against the Property as of the Closing Date (the "**Mechanics Liens**") or (ii) procure title insurance over all such Mechanics Liens;
 - h. To Seller's actual knowledge, there is no well or septic system on the Property; and
 - i. To Seller's actual knowledge, the Property has not been used for methamphetamine production.

All representations, warranties, and covenants made by Seller in this paragraph 3 shall be true as of the Closing Date hereof and shall survive the Closing of this transaction for a period of one (1) year. If any representations, warranties, or covenants made by Seller become

untrue to Seller's knowledge after the Effective Date, Seller shall provide Buyer written notice of the same and Buyer's sole remedy shall be to: (a) terminate this Contract and receive a return of the Earnest Money Deposit, or (b) waive the inaccuracy for failure to perform such representation, warranty or covenant.

4 Survey Contingency. Buyer, at its sole expense, may obtain a survey of the Realty prepared by a land surveying company registered in the same state as the Realty. Buyer shall have Sixty-five (65) days from the Effective Date to deliver to Seller in writing any objection to a matter shown on the survey, which materially affects the Property or Buyer's use of the Property. If Buyer fails to timely deliver notice to Seller of any survey objections (or elects not to obtain a survey), then Buyer is deemed to have waived all rights to object to any matters shown on the survey (or that would be shown on a current survey). Seller may elect in Seller's sole discretion whether or not to attempt a cure of such survey objections. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of a survey objection, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure the survey objections by the Closing Date, then Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured survey objections and waived any rights against Seller relating thereto.

5 Phase I Environmental Assessment. Buyer, at its sole expense, may obtain a Phase I Environmental Assessment of the Realty. Buyer shall have the right to conduct sampling of the water, soil, air or building improvements with Seller's approval, which approval Seller shall not unreasonably withhold or delay. Buyer shall have Sixty-five (65) days from the Effective Date to deliver to Seller in writing any objection to a matter shown on the survey, which materially affects the Property or Buyer's use of the Property. If Buyer fails to timely deliver notice to Seller of any survey objections (or elects not to obtain a survey), then Buyer is deemed to have waived all rights to object to any matters shown on the survey (or that would be shown on a current survey). Seller may elect in Seller's sole discretion whether or not to attempt a cure of such survey objections. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of a survey objection, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller

pursues a cure and is unable to cure the survey objections by the Closing Date, then Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be deemed forfeited by Buyer in favor of Seller and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured environmental objections and waived any rights against Seller relating thereto.

6 Appraisal. Buyer, at its sole expense, may obtain a real estate appraisal of the Realty and conduct a review of the economics, financial assumptions, general and local market conditions, and project build-out feasibility related to the development of the Property. If Buyer deems, in its sole and absolute discretion, that its intended use of the Property appears to be economically viable and feasible then notification shall be provided to Seller in writing, on or before the last day of the Due Diligence Period, stating that this contingency has been removed. If Buyer deems that it is not feasible to move forward based on the findings of the appraisal or financial assumptions Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be deemed forfeited by Buyer in favor of Seller and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction.

7 Title Contingency. Within five (5) business days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer preliminary title report (the "**Commitment**") for a standard owner's title insurance policy for the Property issued by the Title Company using a nationally recognized title insurance underwriter, together with copies of the instruments listed in the schedule of exceptions in such Commitment. Buyer shall have until the later of sixty (60) days from the Effective Date or fifteen (15) days after receipt of the Commitment to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver timely notice of Title Objections to Seller, Buyer shall be deemed to have fully accepted the Commitment and all matters disclosed therein. If Buyer timely delivers Title Objections, Seller shall have fifteen (15) days after receipt of Buyer's objection notice to notify Buyer in writing what, if anything, Seller shall do to cure the Title Objections. Failure of Seller to respond within said period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit money shall be forfeited by Buyer in favor of Seller and the parties shall have no further obligations

hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure a Title Objection by the End of the Due Diligence Period, then Buyer shall have the option to either terminate this Contract (in which case the Earnest Money Deposit shall be deemed forfeited by Buyer in favor of Seller and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto.

Notwithstanding anything to the contrary herein, the following matters shall be deemed "**Permitted Exceptions**" and Buyer shall have no right to object to any of said matters on the Commitment:

- a. municipal and zoning ordinances and agreements entered under them, building and use restrictions and covenants, and State and/or Federal statutes and regulations;
- b. recorded easements for the distribution of utility and municipal services;
- c. property taxes and special assessments levied in the year of Closing and subsequent years; and
- d. such other matters as disclosed by the Commitment and waived or deemed waived by Buyer pursuant to this paragraph 5.

At Closing, Seller shall cause the Title Company to issue a current owner's title insurance policy (standard form) in the amount of the Purchase Price insuring Buyer as the fee simple owner of the Realty as of the date of recording the deed, subject to the Permitted Exceptions ("**Title Policy**").

8 Buyer's Due Diligence Period. Buyer shall have until October 30, 2020, no more than eighty six days, to satisfy itself concerning all aspects of the Property and prospective purchase as set forth in paragraphs 4, 5, 6, 7 and 8 ("**Buyer's Contingencies**") of this Contract (the "**Due Diligence Period**"). Buyer shall waive or deem satisfied the Buyer's Contingencies by providing written notice to Seller of Buyer's waiver or satisfaction of said contingencies (the "**Waiver Notice**"). If Buyer does not deliver a Waiver Notice for any reason during the Due Diligence Period, the Contract shall be deemed terminated and the Earnest Money Deposit shall be immediately released to Seller and Buyer shall promptly provide Seller with copies of all reports, investigations, or studies received by Buyer in connection with its investigation of the have no further obligations hereunder except those provisions that expressly survive.

9 No Representations or Warranties; AS-IS Condition.

a Buyer is hereby purchasing the Property in "**AS-IS, WHERE-IS**" condition and "**with all faults**," unless state otherwise within this Contract and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representations and warranties set forth in paragraph 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied Buyer's survey, title, inspection and feasibility contingencies set forth in paragraphs 4 through 7 above. In closing and completing this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth in paragraph 3 above.

b Except for the express representations and warranties set forth in paragraph 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property or any improvements thereon. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

c Buyer (and any party claiming through or under Buyer) hereby agrees that following the Closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller relating to or arising on account of the condition of or title to the Property. This paragraph 9(a) through (c) shall survive the Closing of this Contract.

10 Closing. Provided that Buyer timely issued a Waiver Notice or an Early Waiver Notice, the closing of this transaction (the "**Closing**" or "**Closing Date**") shall take place on October 30, 2020. The Closing shall be at the offices of the Title Company. At Closing, Buyer shall deliver to the Title Company wired funds or other immediately available funds in the amount of the Purchase Price, as adjusted by any proration and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. At Closing,

Seller shall deliver to the Title Company an Oregon statutory form of Special Warranty Deed conveying the Realty to Buyer, subject only to the exceptions permitted herein, an exception for matters that would be shown by a true and correct survey, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All proration required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date. Seller shall pay for recording the deed. Seller shall pay the title insurance premium for the Title Policy to be issued to Buyer. Buyer shall pay for all other endorsement charges and the title insurance premium for any loan policy, including endorsement charges related thereto. All escrow fees and Title Company closing charges shall be shared equally by Seller and Buyer.

11. Taxes. Seller shall pay in full all general taxes and all installments of special assessments, of whatever kind, due and payable with respect to the Property prior to the Closing Date. Seller shall pay all general real property taxes and all installments of special assessments payable with respect to the Property which shall be prorated as of the Closing Date.

12. Casualty. If the Property is damaged by fire or other casualty after the Effective Date of this Contract but prior to the Closing Date, such that the cost to restore the Property to its condition immediately prior to the casualty is in excess of one percent (1%) of the Purchase Price, Buyer shall have the option to:

a. proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before Closing) payable to Seller as a result of the casualty; or

b. terminate this Contract by written notice delivered to Seller within ten (10) days after Buyer receives notice of the casualty, in which event the Earnest Money Deposit shall be refunded to Buyer.

If the Property is damaged by fire or other casualty prior to the Closing Date and the cost of restoration does not exceed one percent (1%) of the Purchase Price, this Contract shall remain in full force and effect upon the terms stated herein and at Closing, Seller shall assign to Buyer the insurance proceeds (or the right to receive the same, if they are not received before Closing) payable to Seller as a result of the casualty.

13. Condemnation. If any of the Realty is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning

authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the Closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by Closing), or (b) canceling this Contract and receiving back the Earnest Money Deposit.

14 Access to Property. From the Effective Date to the date of closing, Buyer and Buyer's authorized agents and contractors shall be permitted access to the Property during regular business hours and upon reasonable notice to Seller for the purpose of conducting any of the following at Buyer's election: a survey of the Property, a Phase I environmental assessment of the Property and/or a physical inspection and related improvements located on the Property, including paragraph 6 above. Buyer acknowledges that Buyer must be accompanied by a representative of Seller during any inspections of the Property.

15 Indemnification and Insurance. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations under this Contract. Prior to entering the Property for any purposes under this Contract, Buyer shall provide Seller evidence that Buyer maintains a commercial general liability insurance policy of not less than \$2,000,000 combined single limit which insurance shall: (i) name Seller an additional insured, and (ii) be primary and noncontributing to any insurance maintained by Seller. This paragraph 15 shall survive the Closing or termination of this Contract.

16 Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served, to Buyer and Seller at the following addresses:

BUYER: F & F Structures, Inc.
 1300 John Adams Street 97045, STE 104
 Oregon City, Oregon
 Attn: Dan Fowler, Email: danf@springmgt.com

SELLER: City of Oregon City
 c/o Oregon City Police Department
 320 Warner Milne Road

Oregon City, OR 97045
Attn: Jim Band, Police Chief
Email: jband@orcitey.org

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Either party may change the above addresses by written notice to the other. All notices shall be additionally and contemporaneously sent by email and upon the request of either party, the other party shall promptly confirm receipt of any notice.

17. Default. If Buyer defaults in the performance of its obligations hereunder, Seller shall be entitled to terminate this Contract, and retain the Earnest Money Deposit as liquidated damages, as the Parties agree that in the event of a default hereunder actual damages would be difficult to determine with any reasonable certainty and that the Earnest Money Deposit, after review and consideration, is a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. If Closing does not occur due to a default by Seller in the full and timely performance of any of its obligations hereunder, Buyer, as its sole and exclusive remedy, may elect to terminate this Contract and receive a refund of the Earnest Money Deposit, provided that if (a) Closing does not occur solely as a result of Seller's failure to execute and deliver the Special Warranty Deed on the Closing Date in accordance with Section 10 of this Contract, and (b) Seller's failure to execute and deliver the Special Warranty Deed is not related to Mechanics Liens, and (c) Buyer has affirmatively waived in writing all of the contingencies under this Contract, and (d) Buyer has performed all of its obligations under this Contract, including without limitation, payment of the Purchase Price, then upon notice to Seller not more than ten (10) business days after Buyer becomes aware of such failure by Seller and provided such action is filed within thirty (30) days thereafter, Buyer may seek specific performance of Seller's obligation to execute and deliver a Special Warranty Deed (but not to resolve the Mechanics Liens or to perform any other obligation under this Contract). Buyer's failure to seek specific performance under this Section shall constitute Buyer's election to seek a return of the Earnest Money Deposit as its sole remedy upon Seller's default. In consideration of the foregoing right to seek specific performance, Buyer waives any right it may now or hereafter have to seek any damages from Seller.

18 Real Estate Commissions. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Seller hereby agrees to defend, indemnify and

hold Buyer harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Seller in connection with the Property or this transaction. Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

19 Entire Agreement. This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Contract may be amended only by a further written document signed by each of the parties.

20 Successors and Assigns. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives. Buyer shall have the right to assign its interest in this Contract to any entity owned or controlled by Buyer, provided that Buyer shall not be released from any liability under this Contract upon such assignment.

21 Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

22 Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

23 Time is of the Essence. Time is of the essence of each and every provision of this Contract.

24 Waiver. Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

25 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Contract or to rescind this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

26 Prior Agreements. This Contract supersedes and replaces all written

and oral agreements previously made or existing between the parties, if any (and specifically including the Prior Contract (as such term is defined below)).

27. Applicable Law. This Contract shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

28. Changes in Writing. This Contract and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

29. Counterparts. This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

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

30. Lease-Back. Seller uses the Property for its police station. Seller is constructing a new police station. Seller anticipates that its new police station will be

completed prior to October 30, 2020. If Seller's new police station will not be completed by October 30, 2020, Seller shall have the right to lease the Property after closing for three separate thirty (30) day periods. Seller shall provide Buyer written notice of its exercise of its lease back right no later than October 23, 2020 with respect to the first 30-day period; no later than November 23, 2020, with respect to the second 30-day period; and no later than December 21, 2020 with respect to the third 30-day period. Such lease shall be made pursuant to the terms of Stevens Ness Form No. 1338 – Commercial Lease, Short Form. The monthly rent under the lease shall be \$14,000. There shall be no security deposit. Seller shall use the leased premises for its police department. Seller as lessee shall maintain liability insurance of not less than \$2,000,000.

Prior Contract. Seller and Buyer previously entered into a Real Estate Contract dated December 18, 2019 as amended (the "Prior Contract"). Seller and Buyer confirm that: (i) the Prior Contract is no longer in force or effect and (ii) neither Seller nor Buyer have a claim against the other party under the Prior Contract.

The remainder of this page intentionally left blank.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the day and year first above written.

Date:

Buyer:
F&F Structures, Inc.

By: _____

Name & Title:

Date:

SELLER:
City of Oregon City

By: _____

Name & Title:



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/05/2020

SUBJECT:

League of Oregon Cities Priorities Packet

STAFF RECOMMENDATION:

Staff asks the City Commission to review the proposed list of suggested priorities and provide feedback for the League of Oregon Cities legislative agenda for the 2021 session.

BACKGROUND:

Each year the League of Oregon Cities (LOC) sends out a request to each city to review the recommendations of top legislative priorities and asks that cities provide input to the LOC Board of Directors as it prepares to adopt the next year's legislative agenda. The request is attached and asks that the City of Oregon City recommend four (4) top priorities from the list provided.

City staff have reviewed this list and respectfully suggest the following priorities ranked in order of importance to the organization:

1. D. COVID-19 Economic Recovery Investments
2. J. Infrastructure Financing and Resilience
3. Q. Mental Health Service Delivery
4. B. Broadband Infrastructure and Technical Assistance Funding
5. M. Local Speed Setting Authority
6. N. Long Term Transportation Infrastructure Funding
7. U. Property Tax Reform
8. W. Right-of-Way/Franchise Fee Authority Preservation
9. Z. Water Utility Rate and Fund Assistance

OPTIONS:

1. Accept the first four priorities on the proposed list to inform the LOC.

2. Choose a new or reordered four priorities from the provided packet to inform the LOC.
3. Decline to provide a proposed list of priorities to the LOC.

Please mark 4 boxes with an X or check mark that reflects the top 4 issues that your city recommends be added to the priorities for the LOC’s 2021 legislative agenda.

City of: _____

Legislation

A. Beer and Cider Tax Increase	
B. Broadband Infrastructure and Technical Assistance Funding	
C. Building (Reach) Code – Energy Efficiency Local Option	
D. COVID-19 Economic Recovery Investments	
E. Digital Equity and Inclusion	
F. Expedited Siting for Shelter and Affordable Housing	
G. Green Energy/Renewables – Expanded Local Option	
H. Housing and Services Investment	
I. Increased Budgetary Flexibility During Budgetary Emergency	
J. Infrastructure Financing and Resilience	
K. Local Climate Action Planning Resources	
L. Local Energy Generation Project Support	
M. Local Speed Setting Authority	
N. Long Term Transportation Infrastructure Funding	
O. Low-Income Energy Efficiency and Affordability Programs	
P. Marijuana Tax Local Rate Limitation Increase	
Q. Mental Health Service Delivery	
R. Municipal Broadband and Municipal Pole Protection	
S. New Mobility Services	
T. Photo Enforcement Safety Cameras	
U. Property Tax Reform	
V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”	
W. Right-of-way/Franchise Fees Authority Preservation	
X. State Highway Funds Formula	
Y. Tort Liability Reform	
Z. Water Utility Rate and Fund Assistance	

In addition to your ranking of the priorities shown above, please use this space to provide us with any comments (supportive or critical) you may have on these issues, or thoughts on issues or potential legislative initiatives that have been overlooked during the committee process.):

A. Beer and Cider Tax Increase

Legislation:

The League proposes increasing the state taxes on beer and cider to assist with rising public safety costs, improve public health, reduce alcohol consumption by minors, and provide alcohol tax equity with wine and liquor.

Background:

Oregon’s tax has not been increased since 1978 and is currently \$2.60 per barrel which equates to about 8 cents on a gallon of beer. The tax is by volume and not on the sales price, meaning the tax is less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need to raise the tax to \$30.00 per barrel or 54 cents per six pack (a more than 10-fold increase). Given recent challenges to the craft brewing industry tied to bar and restaurant closures it may be appropriate to delay or phase-in the increase. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues, but the state takes 50% of beer and wine taxes off the top prior to this distribution. Cities have significant public safety costs related to alcohol consumption, and the beer tax does not come close to covering its fair share of these costs.

Presented by the Finance and Taxation Committee

B. Broadband Infrastructure and Technical Assistance Funding

Legislation:

Seek additional state support and funding for increased broadband infrastructure deployment and technical assistance.

Background:

The deployment of broadband and telecommunications networks and services (public and/or private) throughout Oregon is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. Research shows areas of the state either not served or underserved by competitive broadband technology. A significant barrier to the deployment of broadband infrastructure is funding. Cities need additional funding and support from various sources, including the state and federal government, allocated for increased or new, reliable, low latency broadband infrastructure that reaches speeds of at least 25 Mbps download and 3 Mbps upload or any updated speed standards as adopted by the FCC. Many federal grant programs require localities to have a broadband strategic plan in place before they are eligible for funds. Therefore, there is a need for funding sources to help cities with technical assistance as well as infrastructure.

Presented by the Telecom, Broadband & Cable Committee

C. Building (Reach) Code – Energy Efficiency Local Option

Legislation:

The LOC will pursue/support legislation to allow communities to adopt the Reach Code as the mandatory residential or commercial building code within the city’s jurisdictional boundaries. The Reach Code would represent a building energy code that would be at least 10 percent more efficient than the statewide building code. Under this proposal, cities would be able to adopt the more efficient Reach Code or would continue to use the standard statewide building code as the base code.

Background:

Under current state law, cities are preempted from adopting local building codes. Instead, development is subject to statewide codes, including for new residential and commercial development. In 2009, legislation was passed to implement a new, optional code (Reach Code) that would allow developers to exceed statewide codes and streamline the construction of higher-performance buildings through efficiencies

gained in the building exterior envelope as well as heating, ventilation, air conditioning, piping insulation and lighting. The Reach Code is optional for builders to use, but a local government can't mandate a builder to use it. This legislative recommendation would allow a city to adopt the Reach Code within their jurisdiction in order to promote additional energy efficiency for new residential and commercial structures. If a city does not wish to adopt the Reach Code, the statewide code would remain in place. The LOC Energy & Environment Committee discussed whether this recommendation would impact housing costs and believes that long-term cost savings may be gained through increased energy efficiency in newly built units. Ultimately, the decision on whether to utilize the standard code or the enhanced (Reach) code would be at the discretion of the city.

Presented by the Energy and Environment Committee

D. COVID-10 Economic Recovery Investments

Legislation:

The League will advocate for continued economic recovery strategies and investments for small business and workforce assistance in response to the economic impacts of the COVID-19 pandemic.

Background:

The COVID-19 pandemic has had a devastating impact on Oregon's small businesses and workforce. While the federal government and the state have made recent investments to support small business, these resources have yet to meet current needs and more resources will be needed to support long term economic recovery for Oregon's communities. The League will work in coordination with economic development partners to advocate for continued investments to support long-term recovery and economic development.

Presented by the Community Development Committee

E. Digital Equity and Inclusion

Legislation:

Support legislation and policies that are inclusive and equitable to all, individuals and communities, so that they have the information technology capacity needed for full participation in our society, democracy and economy.

Background:

Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology has evolved, the digital divide has become more complex and nuanced. It is no longer about the existence of technology in certain places. Now, the discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills and training they need to effectively use it. The LOC will partner with schools, healthcare, and other stakeholders to ensure technologies are relevant, available, affordable, and accessible to the diverse populous and communities of Oregon. Additionally, the LOC will advocate for digital literacy programs to help learn these new technologies.

Presented by the Telecom, Broadband & Cable Committee

F. Expedited Siting for Shelter and Affordable Housing

Legislation:

The League will pursue legislation to expedite the siting of emergency shelter and other affordable housing that follows the intent of the 2020 shelter siting bill ([HB 4001](#)) but retains more local decision making in the process. The League will pursue this priority in coordination with affordable housing partners and other land use stakeholders.

Background:

The League worked closely with city and county partners during the 2020 session to gain improvements to [HB 4001](#), which sought to preempt all local siting and zoning regulations and the land use appeals process, for approving the siting of emergency shelters for a one-year period. HB 4001 received strong legislative support in 2020. Draft omnibus legislation for a potential future special session has included the text of HB 4001 and the League expects to see HB 4001 reintroduced in the 2021 session.

This priority will empower cities and counties to proactively introduce alternative legislation, similar to existing statute in California, which requires jurisdictions to identify places where shelters can locate instead of mandating that jurisdictions allow shelters to be sited anywhere. The California model requires cities and counties to accommodate their need for emergency shelters on sites where the use is allowed without a conditional use permit and requires cities and counties to treat transitional and supportive housing projects as a residential use of property.

Presented by the Community Development Committee

G. Green Energy/Renewables – Expanded Local Option

Legislation:

The LOC will pursue/support policies that increase local control opportunities for cities that want to establish a community-scale green energy program. This program would be optional for cities that choose to pursue it. Cities who choose to, would be allowed to adopt resolutions that would opt-in residential, commercial, and industrial customers to a voluntary renewable energy option if it is provided by an investor owned utility that serves the city and its electric customers. Under this proposed program, a city would be able to pursue a more aggressive green energy portfolio and would better position cities to meet local climate action goals.

Background:

Under current law, customers of investor-owned utilities can opt-in to voluntary renewable energy options for their customers. These options allow customers to invest in additional green energy generation. In 2019, the state of Utah passed legislation ([SB 411](#)) that allows cities and counties to opt-in to programs on a community-scale basis, while still allowing individual customers to opt-out. Under this proposal, any city within the territory of an investor-owned utility, would be able to pursue this option for community-scale renewable energy (net-100% renewable).

Presented by the Energy and Environment Committee

H. Housing and Services Investment

Legislation:

The League will support increased investments for affordable housing, homeless assistance, and related services including funding for: shelter, homeless services, case management, rent assistance, the development and preservation of affordable housing, and permanent supportive housing.

Background:

Cities large and small were facing escalating homelessness rates before the COVID-19 pandemic and the current economic downturn will only increase the number of Oregonians facing eviction or experiencing homelessness. State general fund programs like the Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) have seen record investments in previous legislative sessions. The legislative emergency board also voted recently to dedicate \$12M in general funds to support rent assistance and safe shelter in response to COVID-19.

Oregon's lack of available housing, high rents and high home prices are causing housing instability and homelessness to increase. The Legislature has made record investments in recent years to fund the LIFT

affordable housing program and preserve Oregon’s existing affordable housing infrastructure. These programs are funded through general obligation bonds and lottery backed bonds.

Permanent Supportive Housing is a key strategy for ending chronic homelessness that reduces downstream costs to public systems like public safety, emergency health care and corrections. The 2019 Legislature invested over \$50M to stand up a three-pronged permanent supportive housing program that includes 1) development costs to build, 2) rent assistance to keep units deeply affordable, and 3) wrap around services that are key to ensuring residents’ long-term stability. The state should continue investing in this model to bring more Permanent Supportive Housing across the state and ensure that the housing developed with the original \$50M continues receive the necessary ongoing funding for rent assistance and supportive services.

Presented by the Community Development Committee

I. Increased Budgetary Flexibility During Budgetary Emergency

Legislation:

The League proposes relaxing budgetary constraints in state law so that cities may better be able to withstand revenue losses related to natural disasters and public health emergencies. These losses will inevitably force many cities to cut services and lay off staff, the legislature can reduce the effect of losses by increasing flexibility for use of funds during and after a declared emergency.

Background:

Cities anticipate a tremendous loss in revenue due to the COVID-19 pandemic. Reduced revenues already include losses to lodging taxes, gas taxes, park fees, development fees, parking fees, utility charges, and so on. Further out, there is widespread concern that there will be impacts to the real estate market going into 2021, and by extension a reduction in 2021-22 property tax revenues. Cities want maximum flexibility in using funds that are subject to statutory limitations but will negotiate terms on individual funding sources including payback requirements if necessary. This flexibility should apply during and after declared emergencies, including both the current pandemic and future natural disasters.

Presented by the Finance and Taxation Committee

J. Infrastructure Financing and Resilience

Legislation:

The League will advocate for an increase in the state’s investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, and Regionally Significant Industrial Site loan program. The advocacy will include seeking an investment and set aside through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background:

Cities continue to face the challenge of how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments. This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment.

Presented by the Community Development Committee

K. Local Climate Action Planning Resources

Legislation:

The LOC will seek grant funding and technical assistance resources for cities to pursue, adopt or expand local climate action plans. In addition, the LOC will pursue opportunities to work with the Oregon Climate Change Research Institute (through Oregon State University) to provide cities and counties with local/regional data that can better inform the adoption and implementation of climate adaptation and mitigation at the local level.

Background:

According to the Oregon Department of Energy's [2018 Biennial Energy Report](#) (BER), since the early 1990s, major international and U.S. scientific assessments have concluded that both climate change mitigation and adaptation efforts are necessary in response to climate change. The BER goes on to explain that adaptation is often thought of as actions "to prepare for and adjust to new conditions, thereby reducing harm or taking advantage of new opportunities or simply to reduce society's vulnerability to climate change impacts." Local climate action plans, adopted by cities or counties, can help communities better understand how climate change will impact their communities, and can provide localized solutions to help mitigate against the impacts of climate change. The LOC is aware of fourteen cities that have adopted local climate action plans. There are other cities that are interested in doing the same but that do not have the financial and/or staffing resources that are necessary.

Presented by the Energy and Environment Committee

L. Local Energy Generation Project Support

Legislation:

The LOC will support/pursue funding, technical assistance and other tools that make local energy generation more feasible for cities to pursue.

Background:

Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation. Under this recommendation, the LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation.

Presented by the Energy and Environment Committee

M. Local Speed Setting Authority

Legislation:

Support legislation that provides legislative authority for ODOT to delegate local speed setting authority to Oregon cities that meet state criteria. I Improve safety and speed limit consistency in Oregon cities by establishing a clear delegation process that is consistent with recently adopted statewide speed zone rules. ([OAR 734-020-0014](#), [734-020-0015](#), and [734-020-0016](#)). This will be permissive legislation allowing cities to opt-in and thus will not be a mandate.

Background:

The state of Oregon and cities across the state are all committed to improving safety on our streets. National and international research has shown that setting appropriate speed limits on city streets is a critical tool for improving safety and saving lives. During the 2020 legislative session, [HB 4103](#) gained widespread support for setting up a collaborative process with ODOT and cities that opt into a process for gaining local speed setting authority. Despite strong support, HB 4103 did not pass due to the legislative clock running out. Going forward, LOC will work with safety advocates and cities and use HB 4103 from the 2020 session as a template for legislation in 2021. Delegated authority should be made available to all cities that meet ODOT's criteria; participation by cities is permissive (not required). Cities should be able to determine speeds that are adequate and safe for their communities, working within the OAR speed zone framework. This will improve safety and make speed setting more consistent across local government jurisdictions.

Presented by the Transportation Committee

N. Long Term Transportation Infrastructure Funding

Legislation:

Support expansion and consideration of revenue-generating options to fund multimodal transportation infrastructure, which includes state and local facilities. Support state and local projects that are part of the Statewide Transportation Improvement Program.

Background:

Oregon has made two significant state-wide transportation investments in the last 15 years. In 2009, the [Jobs and Transportation Act](#) (JTA) passed. This was a successful effort from local governments and the business community to invest in maintenance and capacity building projects state-wide. In 2017, [HB 2017](#) established Oregon's first ever comprehensive, multimodal, transportation investment with what is known as "Keep Oregon Moving," which was a \$5.3 billion package. Although HB 2017 will not have its full funding until 2024 LOC and other transportation advocates will need to constantly explore other sources of revenue including a possible future replacement of Oregon's gas tax with a road user charge system. Oregon has been pioneering a vehicle miles traveled (VMT) tax within the [MyOReGo](#) pilot program. The program is voluntary and can provide several benefits to users. Ultimately the long-term structure for transportation investment may well take on a similar structure.

Presented by the Transportation Committee, endorsed by the Community Development Committee

O. Low-Income Energy Efficiency and Affordability Programs

Legislation:

The LOC will provide support for programs that seek to expand upon low-income energy and heating assistance programs, including programs targeted to make energy more affordable for rental properties. In addition, the LOC will work to support programs that provide for energy bill payment assistance and expand opportunities for low-income Oregonians to access resources for home weatherization.

Background:

According to Oregon Housing & Community Services, approximately 396,182, or about 25 percent of all households, are considered energy-burdened because of their energy-related expenditures (as of 2018). A household is considered energy burdened if six percent or more of its gross income is consumed by energy-related expenses. In recent years, legislation has been introduced in Oregon that would have provided additional assistance to low-income homeowners and renters that struggle with energy affordability. Unfortunately, legislation did not pass. The need for such assistance has increased as a result

of the economic hardships resulting from COVID-19. In addition to bill payment assistance, there is a need for programs that will support low-income home weatherization in order to make energy bills more affordable in the long-term.

Presented by the Energy and Environment Committee

P. Marijuana Tax Local Rate Limitation Increase

Legislation:

The League proposes increasing the current 3% cap on local marijuana taxes. This would give local voters greater choice in choosing a rate that reflects their needs or their community.

Background:

Retailers licensed by the Oregon Liquor Control Commission (OLCC) are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Cities and counties (unincorporated areas only) may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden at a maximum of 20% is the lowest of West Coast states. Washington imposes a 37% state excise tax, but with a state sales tax of 6.5% and local rates of up to 1.9% the total rate can reach over 45%. California has a retail tax of only 15%, but with a state sales tax of 7.5% and local taxes up to 15.25% the total rate can reach up to 37.75%. Oregon consistently ranks among the lowest of the states for marijuana prices. Cities are sensitive to the desire to not push consumers to the black market and will work with the legislature on an increased cap that balances that concern with local revenue needs.

Presented the Finance and Tax Committee

Q. Mental Health Service Delivery

Legislation:

Support the delivery of mental health services in order to reduce negative police interactions and ensure that those in need receive the help they require.

Background:

The Committee and the LOC membership have prioritized the delivery of mental health services periodically over the last 5 years. Items contained in this priority have included crisis intervention training for police officer, mobile police and social worker teams to proactively work with people in danger of going into crisis, jail diversion, mental health courts and greater access to care. In the immediate past short session, the LOC worked with its coalition partners to obtain \$9 million in additional funding for aid-and-assist, community care and jail diversion but was unsuccessful due to a lack of quorum.

While the measurements are subjective and not in general agreement, most surveys of behavioral health and alcohol and drug addiction service availability place Oregon near or at the bottom of state rankings. As a result, Oregon ranks third in the nation for [alcohol related deaths](#), and above the national average in [suicides](#). Anecdotally, most police chiefs that have participated in LOC conversations on this topic report a growing number of calls for service stemming from people in mental health crisis. The COVID-19 pandemic has exacerbated some of these issues with Portland Police Bureau reporting a 41% increase in suicide related calls (including attempts and threats) over this time last year. This priority would include but not be limited to:

Investment: The stark truth is that Oregon has never financially supported mental health services at a level commensurate with need. More beds and more capacity will allow for greater delivery. The spending plan may be complicated but many advocates bristle at the idea of “mental health reform” when it’s never been funded as a priority. The League does not have a specific number at this time but is in conversation with partners to develop one.

Decimalization of Mental Illness: People suffering from mental illness that interact with the criminal justice system typically spend more time incarcerated and suffer a disruption in treatment. Jail diversion has been something the League has advocated for in previous sessions and but will require changes in law, training and investments.

Workgroups Outcomes: There are currently several workgroups developing behavioral health reform plans that have yet to be completed, much of that work has been interrupted by COVID 19. LOC staff can update the Committee on these their work continues but cannot make recommendations on them now.

Alcohol Availability: The prevalence of cheap and potent alcoholic beverages that are produced and sold for the express purpose of achieving rapid intoxication has been a concern for Oregon Recovers, an advocacy group for those recovering from addiction. OLCC sells several 750 ml bottles for under \$10 and some as low as \$5. Creating a minimum price per international unit of alcohol has had an impact on consumption of cheap, potent beverages in Scotland and is believed to have had an impact on consumption there. Raising the price of low cost but high-volume products would also increase city shared revenue and provide additional funding for behavioral health services.

Mental Health Parity: Oregon and the federal government have enacted statutes to ensure that mental health services are treated as a health issues in a manner identical to physical health by health insurers. The legislative intent behind these laws has not been met as evidence by reports of denied coverage. Ensuring effective parity would increase treatment an access.

Presented by the General Government/Human Resources Committee, endorsed by the Community Development Committee

R. Municipal Broadband and Pole Protection

Legislation:

Oppose legislative efforts to restrict existing municipal authority to provide broadband services, and own and operate poles in the rights-of-way.

Background:

As the public grows more dependent on the Internet for expanding parts of their lives, community choices for gaining access at a reasonable price, for both consumers and producers, are dwindling. Some municipalities choose to become service providers themselves. Municipal broadband is sometimes the only way to bring high speed internet to a community and it can serve as an access point to neighboring communities. Additionally, municipal broadband adds competition to the market and can help lower prices for community members. As there is a push for more connectivity and bridging the digital the divide, the LOC will protect localities rights to be internet service providers for their own communities. Additionally, as more and more small cell and 5G technology is deployed in the rights-of-way, the LOC will protect the right of municipalities to own, operate and regulate attachments that are allowed on their poles.

Presented by the Telecom, Broadband & Cable Committee

S. New Mobility Services

Legislation:

Support for a variety of new mobility services that promote a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure they best serve the local context.

Background:

Transportation mobility has been rapidly changing over the last few years. The emergence of ridesharing services such as Transportation Network Companies (TNCs) now provide the public with more options to

get from point “a” to point “b.” New platforms continue to emerge such as scooters, shared bikes, electric delivery tricycles for package delivery and the possibility of future driverless delivery and vehicle fleets. Cities must have the flexibility to address the impacts of emerging technologies on their communities such as increased congestion and air pollution while protecting consumers and maintaining a safe transportation network that recognizes the unique needs of individual communities.

Presented by the Transportation Committee

T. Photo Enforcement Safety Cameras

Legislation:

Support continuation and expansion of fixed speed and red-light cameras and mobile speed radar state-wide to improve public safety in high-crash corridors. Explore changes that enable more streamlined processing of citations. Allow for local governments to form IGA’s with other local governments to facilitate the use of safety cameras and mobile radar in their communities.

Background:

The Oregon Transportation Safety Action Plan sets a goal of no deaths or life-changing injuries on Oregon’s transportation system by 2035. In 2015, the Oregon Legislature granted the city of Portland the authority to implement a fixed speed safety camera program ([HB 2621](#)). Portland’s fixed speed camera systems have been operating on “urban high crash corridors” for the past several years. Data collected at these locations shows a distinct change in driver behavior that has reduced the risk of collisions (See [PBOT Report](#)). Under existing statutes, photo radar is allowed in the cities of Albany, Beaverton, Bend, Eugene, Gladstone, Medford, Milwaukie, Oregon City, Portland and Tigard. LOC’s goal is to bring this authority state-wide providing all cities with the choice of operating speed radar in their communities to improve safety and reduce the risk of high-speed crashes.

Presented by the Transportation Committee

U. Property Tax Reform

Legislation:

The League of Oregon Cities proposes that the Legislature refer a constitutional measure and take statutory action to reform the property tax system as part of the 2021 session. With the passage of the Corporate Activities Tax Oregon has taken a step towards long term financial stability at the state and school district level, but local budgetary challenges persist and the legislature must take action to allow cities and other local governments to adequately fund the services that residents demand.

Background:

The property tax system is broken and in need of repair due to Measures 5 and 50, which are both now over 20 years old. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes all local choice, and is incomprehensible to the majority of taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. Therefore, the League will take a leadership role in forming coalitions to help draft and advocate for both comprehensive and incremental property tax reform option packages. The League will remain flexible to support all legislation that improves the system, with a focus on a property tax package that includes, but may not be limited to these elements:

- To restore local choice, a system that allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression (requires constitutional referral).
- To achieve equity, a system that has taxpayers’ relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).

- To enhance fairness and adequacy, a system that makes various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the League supports a new reasonable homestead exemption (percentage of RMV with a cap) but also supports limiting or repealing various property tax exemptions that do not have a reasonable return on investment.

Presented by the Finance and Tax Committee, endorsed by the Community Development Committee

V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”

Legislation:

The LOC will work with other stakeholders, including the Oregon Association of Clean Water Agencies address challenges resulting from wipes and other non-flushable items. Legislation pursued will likely focus on requirements for manufacturers to clearly label product packaging to indicate that the product should not be flushed, however, the LOC will additionally explore other viable opportunities to address the public health, environmental and economic challenges resulting from improper disposal of these products.

Background:

In recent years, public wastewater systems have experienced significant increases in sewer line clogs, environmental impacts, infrastructure impacts and costs associated with wipes being flushed down toilets. Most wipes don't break down when flushed, and even wipes that are labeled as “flushable” can clog pipelines and pumps and can cause sewage overflows in residences and the environment. The COVID-19 pandemic has made this challenge even worse due to shortages of toilet paper and increased use of disinfecting wipes. The EPA and other national organizations, as well as statewide and local wastewater agencies, are working to get the message out to avoid costly as well as environmental impacts of wipes in our sewer and treatment systems. In March of 2020, the state of Washington passed legislation requiring manufacturers to label products with a “do not flush” logo if the product does not meet national “flushability” standards (i.e. breaking down in the sewer system).

Presented by the Water/Wastewater Committee

W. Right-of-Way/Franchise Fees Authority Preservation

Legislation:

Oppose legislation that, in any way, preempts local authority to manage public rights-of-way and cities' ability to set the rate of compensation for the use of such rights-of-way.

Background:

In its commitment to the protection of Home Rule and local control, the LOC consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of public rights-of-way management authority discussions, legislative proposals to restrict this authority arise. Efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; to set terms of right-of-way use and to set the rate of compensation. In recent years the FCC has passed rulemaking through various orders like the Small Cell Orders ([FCC 18-133](#) and [FCC 18-111](#)) and the Cable Franchising Order ([FCC 19-80](#)) that erode cities' right-of-way and franchising authority. Local governments around the U.S. are fighting these orders in court. There is a fear that the language of these orders will be codified in state legislatures. This would mean if the orders are overturned in court at the federal level, they will still impact cities in states that have passed laws codifying the orders.

Presented by the Telecom, Broadband & Cable Committee

X. State Highway Funds Formula

Legislation:

Consider opening the state highway fund distribution formula to allow for an additional percentage to cities. Currently the split is 50-30-20 with the State receiving 50%, Counties receiving 30% and the balance going to Cities 20%.

Background:

Oregon has had a distribution formula for the state highway fund for decades. [This fund](#) combines the revenues generated from the state's gas tax, weight-mile tax on heavy trucks, licenses, fees, and bond proceeds. Approximately 77 percent of the total revenue collected by Oregon Department of Transportation (ODOT) is from state sources, while only 23 percent comes from federal sources. During the 2017 session base level funding for the least populated counties was established along with a \$5 million-dollar small city fund for cities under 5,000 in population with a maximum award of \$100,000 and no match requirement. LOC will engage with other transportation interests to determine if there is adequate support to advance legislation that would revisit the current 50-30-20 distribution.

Presented by the Transportation Committee

Y. Tort Liability Reform

Legislation:

COVID-19 and existing federal court decisions have added risk exposure to cities in areas where their authority has been limited or have not received adequate support. This priority seeks to ensure that cities are not held liable in these areas.

Background:

CIS has already had a COVID related claim filed against it for a COVID related exposure. While there may be many legitimate reasons for a person to seek damages related to the outbreak, local governments have been hampered by inadequate supplies of PPE, testing capability, direct financial support, and legislative relief.

Additionally, the Boise decision that prevents cities from enforcing no camping rules and ordinances subject cities to additional tort liability. The ruling holds that if a person has no place else to go, a city must allow them to sleep somewhere. While there is a logical basis for the core of the ruling, if a city allows a person to sleep in an area that is not designed for camping, such as a park, the person may seek damages. Please note that recreational users of parks may not seek damages due to Oregon's recreational immunity statute that were corrected in 2017.

Finally, in previous sessions, legislation has been introduced but not passed to require cities to permit shelters in areas where they may not be appropriate and "codify" the Boise decision in state law. This legislation did not include immunity from tort liability while removing city authority.

Presented by the General Government/Human Resources Committee

Z. Water Utility Rate and Fund Assistance

Legislation:

The League will work during the 2021 legislative session to provide water utility funding assistance for ratepayers that are experiencing ongoing or recent economic hardships. In addition, the LOC will work to identify opportunities for additional investments in public infrastructure, including water supply, wastewater treatment, stormwater management, green infrastructure opportunities and resilience for water systems. Finally, the LOC Water & Wastewater Policy Committee has identified a need for additional,

targeted grant funding assistance that will benefit smaller communities. This includes additional funding to conduct rate studies, feasibility studies and funding to help communities comply with new regulatory requirements, including the requirement to include a seismic risk assessment and mitigation plan within regular water master plan updates.

Background:

In response to economic impacts associated with the spread of COVID-19, many of Oregon's drinking water and wastewater utility providers have offered additional assistance to ratepayers. The LOC is aware that most water utility providers have temporarily ceased water service shut offs (disconnections) for non-payment or past due bill collection during this period of economic hardship. Impacts associated with residential ratepayer revenue losses and decreased water consumption from businesses that have either closed or limited operations has resulted in revenue losses for many Oregon water utility providers. Some water utilities have outstanding debt from prior infrastructure investments and have expressed concerns that reductions in revenue may impact the ability to make the ongoing debt payments. In addition, the economic hardships that are being experienced by many Oregonians, especially in low-income and minority communities, will be ongoing; highlighting the need for additional ratepayer assistance investments that focuses on equity and our most vulnerable populations.

The LOC will work to identify funding for water utility ratepayer assistance and will work to establish a framework for the distribution of funds and will seek to ensure that this crisis does not exacerbate existing inequities, especially for Black, Indigenous, other Communities of Color and for rural Oregonians.

In addition, while COVID-19 has created unique revenue challenges for water utility providers, a key issue that most cities continue to face is how to fund infrastructure improvements (including maintaining, repairing and replacing existing infrastructure and building new infrastructure to address capacity and regulatory requirements). Increasing resources in programs that provide access to lower-rate loans and infrastructure-specific grants will assist cities in investing in vital infrastructure improvements which will also help bolster economic recovery. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments.

The LOC will pursue additional funding through the state's Special Public Works Fund, which provides funding assistance through Business Oregon for a variety of public infrastructure needs and will explore state bonding capacity opportunities for water-specific infrastructure needs. In addition, LOC will pursue funding for small communities that face regulatory and operational challenges. Examples of small-community funding assistance opportunities may include expanded grant opportunities through existing funding programs and additional funding assistance to help communities with regulatory compliance and engage in utility best practices, including rate studies.

Presented by the Water/Wastewater Committee, endorsed by the Community Development Committee

Acknowledgements

Thank you to all that participated in the policy committee process.

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CITY OF OREGON CITY

Staff Report

625 Center Street
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To: City Commission
From: City Recorder Kattie Riggs

Agenda Date: 08/05/2020

SUBJECT:

Revised Explanatory Statement for Clackamas Water Environmental Services' Outfall Ballot Measure

STAFF RECOMMENDATION:

Staff recommends approval of the revisions made to the explanatory statement.

EXECUTIVE SUMMARY:

After receiving feedback from the Oregon Secretary of State's office through their Safe Harbor program, there were some revisions to the explanatory statement needed to ensure neutral language and an un-bias explanatory statement was being submitted for the Clackamas County voter's pamphlet.

BACKGROUND:

On June 17, 2020 the City Commission approved Resolution No. 20-14, calling for an election with the question shall Oregon City authorize underground placement of a wastewater pipeline in Jon Storm Park under section 41 of the Oregon City Charter, and adopting a ballot title. Along with this Resolution the Commission also approve an explanatory statement to be submitted to the Clackamas County voter's pamphlet.

Since then, City staff and Clackamas Water Environmental Services' (WES) staff have submitted several items to the Secretary of State's office for their Safe Harbor program. Although the Secretary of State's (SOS) office would not review ballot titles or explanatory statements, they were able to review enough other materials that had the exact same language as was used in the already approved explanatory statement.

After reviewing this information with the City Attorney's office, the City Recorder is bringing the revised explanatory statement to the Commission for approval of the changes. Both a redlined version and clean version of the explanatory statement are attached to this staff report. This will need to be submitted to Clackamas County

Election's Office no later than September 3, 2020 to be included in the voter's pamphlet for the November 3, 2020 Election.

OPTIONS:

1. Approve the revised explanatory statement.
2. Edit and approve explanatory statement.
3. Deny the revised explanatory statement.

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

~~This measure would allow~~ Clackamas Water Environment Services ("WES"), the regional wastewater treatment provider for the residents of ~~the Oregon~~ City, is proposing to construct and obtain easements for an outfall pipeline underneath Jon Storm Park. Chapter X of the Oregon City Charter ~~requires voter approval for both the granting of~~ calls for a vote of the people regarding the easements and for the construction of permanent structures unrelated to recreation on park property.

WES already has the necessary funding for the outfall project, so this proposed measure, if passed, would not increase taxes ~~is not requesting approval of expenditure of funds and does not increase wastewater treatment or rates.~~ The project, which is estimated at \$21,500,000 would be fully funded as part of WES' Capital Improvement Plan. ~~The only request of proposed ballot measure provides~~ City residents the opportunity ~~is approval~~ to vote on allowing ~~of~~ access to complete ~~that a~~ portion of the project underneath Jon Storm Park.

Constructed in 1984, WES' current outfall carries ~~thoroughly~~ cleaned wastewater from the Tri-City Water Resource Recovery Facility ("Tri-City Facility") in Oregon City to the Willamette River. The outfall is nearing its capacity during ~~heavy rain~~ peak wet weather events, ~~which prevents water from flowing freely through the system and results in an increased risk of wastewater backing up into pipes and manholes.~~

To address this issue, WES is ~~undertaking a project~~ proposing to construct a larger outfall pipeline for the Tri-City Facility. ~~Based on a comprehensive routing study, placing the outfall pipeline underneath Jon Storm Park is the most cost-effective and least impactful on the environment and area businesses.~~ The new outfall location, as proposed, would be in a deeper part of the river further away from the cold-water refuge for migrating fish at the mouth of the Clackamas River.

WES' consultants ~~are~~ would ~~performing~~ an archeological investigation in compliance with the National Historic Preservation Act to prevent any disruption to culturally sensitive resources in the area. If the measure passes, WES would ensure compliance with all regulatory requirements and work with the Confederated Tribes of Grand Ronde Tribal Historic Preservation Office. ~~The new outfall location will also provide water quality and general environmental benefits at its new location upstream of the existing outfall, further away from a cold-water refuge for migrating fish at the mouth of the Clackamas River.~~

~~Pending voter approval to work in Jon Storm Park,~~ WES would target construction for the proposed outfall to be ~~would take place~~ in 2023 and 2024 with anticipated impacts lasting a few months. ~~WES anticipates the construction impacts to last a few months and t~~ The extent of the construction impacts will ~~would~~ depend on the method of construction and. ~~N~~ o permanent visible impacts to the park property would result from the project.

~~In addition to~~ If the measure passes, WES would ~~returning~~ Jon Storm ~~P~~ ark property to its original condition and provide for mitigation improvements. The Oregon City Parks and Recreation Advisory Committee recommends the mitigation improvements could be a tree inventory, mediation of hazardous trees, and master planning of the Jon Storm and Clackamette Parks area. ~~the project would also include enhancements to the park and surrounding areas, which may include native landscaping, riverbank restoration, trails and other needs identified by the City.~~

At the request of WES, the Oregon City Commission approved sending this measure to the voters. A “yes” vote would allow the construction of an outfall pipeline underneath Jon Storm Park and the granting of associated permanent and temporary construction easements necessary to complete the project.

A “no” vote would deny the requested authorization to construct the pipeline underneath Jon Storm Park and associated easements necessary to complete the project. The project as proposed would not take place.

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

Clackamas Water Environment Services (“WES”), the regional wastewater treatment provider for the residents of Oregon City, is proposing to construct and obtain easements for an outfall pipeline underneath Jon Storm Park. Chapter X of the Oregon City Charter calls for a vote of the people regarding the easements and for the construction of permanent structures unrelated to recreation on park property.

WES already has the necessary funding for the outfall project, so this proposed measure, if passed, would not increase taxes or rates. The project, which is estimated at \$21,500,000 would be fully funded as part of WES' Capital Improvement Plan. The proposed ballot measure provides City residents the opportunity to vote on allowing access to complete a portion of the project underneath Jon Storm Park.

Constructed in 1984, WES' current outfall carries cleaned wastewater from the Tri-City Water Resource Recovery Facility (“Tri-City Facility”) in Oregon City to the Willamette River. The outfall is nearing its capacity during peak wet weather events.

To address this issue, WES is proposing to construct a larger outfall pipeline for the Tri-City Facility. The new outfall location, as proposed, would be in a deeper part of the river further away from the cold-water refuge for migrating fish at the mouth of the Clackamas River.

WES' consultants would perform an archeological investigation in compliance with the National Historic Preservation Act to prevent any disruption to culturally sensitive resources in the area. If the measure passes, WES would ensure compliance with all regulatory requirements and work with the Confederated Tribes of Grand Ronde Tribal Historic Preservation Office.

WES would target construction for the proposed outfall to be in 2023 and 2024 with anticipated impacts lasting a few months. The extent of the construction impacts would depend on the method of construction and no permanent visible impacts to the park property would result from the project.

If the measure passes, WES would return Jon Storm Park property to its original condition and provide for mitigation improvements. The Oregon City Parks and Recreation Advisory Committee recommends the mitigation improvements could be a tree inventory, mediation of hazardous trees, and master planning of the Jon Storm and Clackamette Parks area.

At the request of WES, the Oregon City Commission approved sending this measure to the voters. A “yes” vote would allow the construction of an outfall pipeline underneath Jon Storm Park and the granting of associated permanent and temporary construction easements necessary to complete the project.

A “no” vote would deny the requested authorization to construct the pipeline underneath Jon Storm Park and associated easements necessary to complete the project. The project as proposed would not take place.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/05/2020

SUBJECT:

Resolution No. 20-24, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 20-24, which will extend the State of Emergency Declaration to October 8th, 2020 due to the COVID-19 Pandemic

EXECUTIVE SUMMARY:

The rapidly changing COVID-19 event continues to impact the Oregon City community and daily operations of the City. Clackamas County is currently in the first Phase of three of the State's Reopening Oregon plan, which has allowed some businesses in the County to reopen. Oregon City staff is recommending to extend the State of Emergency to October 8th, 2020 so that staff can continue to work with federal, state and local agencies in a coordinated effort to reduce the spread of the COVID-19 virus in our community and throughout the region. As of July 27, 2020 there have been 1,283 confirmed cases of COVID-19 in Clackamas County and 34 deaths.

BACKGROUND:

The rapidly changing COVID-19 event continues to impact the Oregon City community and daily operations of the City. Clackamas County is currently in the first Phase of three of the State's Reopening Oregon plan, which has allowed some businesses in the County to reopen. In response to the pandemic, a limited number of City facilities are partially open while staff continues to work both in the office and remotely.

Oregon City staff is recommending to extend the State of Emergency so that staff can continue to work with federal, state and local agencies in a coordinated effort to reduce the spread of the COVID-19 virus in our community and throughout the region. As of July 27, 2020 there have been 1,283 confirmed cases of COVID-19 in Clackamas County and 34 deaths. This is not a "public health emergency" declaration. This

declaration enables the City to streamline resources, staffing and establish emergency policies and procedures to respond to the pandemic.

Staff prepared this resolution with an end date of October 8th, 2020, the Commission can review the emergency declaration at the October 7th, 2020 City Commission meeting and choose to extend the declaration again or leave the end-date in place.

OPTIONS:

- 1. Approve the extension of the State of Emergency to October 8th, 2020
- 2. Deny and do not extend the State of Emergency

BUDGET IMPACT:

Amount: \$

FY(s): EnterTextHere

Funding Source(s): EnterTextHere

RESOLUTION NO. 20-24

A RESOLUTION EXTENDING THE EMERGENCY DECLARATION IN THE CITY OF OREGON CITY

WHEREAS, the outbreak of Coronavirus, also known as COVID-19, threatens the loss of life, human suffering, financial loss, and other harms in the City of Oregon City; and

WHEREAS, the federal government, state of Oregon and Clackamas County have each declared a state of emergency relating to COVID-19 in their respective jurisdictions and since extended these declarations; and

WHEREAS, the City of Oregon has been taking steps to help mitigate and avoid some of the most drastic consequences of COVID-19 through actions that result in the slowing of transmission of the coronavirus in Oregon in order to protect the most vulnerable Oregonians, and to protect the state's health care system capacity; as well as other results; and

WHEREAS, Clackamas County is currently in Phase 1 of the State's Reopening Oregon plan, which has allowed certain businesses and activities to open on a limited basis.

WHEREAS, on Friday, March 27, 2020, the City Commission adopted Resolution No. 20-08, declaring an emergency for the City with an end date of May 7, 2020; and

WHEREAS, on Wednesday, May 6, 2020, the City Commission adopted Resolution No. 20-13, extending the emergency declaration for the City with an end date of June 18, 2020 and on June 17, 2020 the City Commission adopted Resolution No. 20-21, extending the emergency declaration for the City with an end date of August 6th, 2020. The situation leading to the declaration of an emergency will extend for a longer period of time.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The emergency declared by the Oregon City Commission on March 27, 2020 and then extended on May 6, 2020 and June 17th, 2020, with an expected end date of August 6th, 2020, is hereby extended until October 8th, 2020, in order to allow the City to adequately address the situations caused by the Coronavirus (COVID-19).

Section 2. The emergency declaration issued by the Oregon City Commission on March 27, 2020, Resolution No. 20-08, is otherwise unchanged and remains in full force and effect through the end of the extended emergency period.

Section 3. This declaration is effective on August 5th, 2020 and shall remain in effect until October 8th, 2020 unless superseded sooner.

Approved and adopted at a regular meeting of the City Commission held on the 5th day of August 2020.

DAN HOLLADAY, Mayor

Attested to this 5th day of August 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



City of Oregon City

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

Item 8c.

Meeting Minutes - Draft

City Commission

Wednesday, May 6, 2020

6:00 PM

Commission Chambers

Work Session

1. Convene Work Session

Mayor Holladay called the meeting to order at 6:08 PM.

2. Roll Call

Present: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

Staffers: 8 - City Manager Tony Konkol, City Recorder Kattie Riggs, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, Finance Director Wyatt Parno, Human Resources Director Patrick Foiles and Greg Williams

3. Discussion Item

3a. May 2020 Oregon City Operations Complex Development Project Update

John Lewis, Public Works Director, introduced the agenda item.

Gerard Mulrooney, Plan B Consultancy, and Brandon Dole, Scott Edwards Architecture, gave an update on the Oregon City Operations Complex Development Project which included a project overview, project update, site layout, landscaping, variances, office layout for the first and second floors, simulations of the facades, ADA ramp, budget summary, value engineering options, and items that could be cut to reduce costs.

There were questions regarding the design, comparing this site to the current Public Works site and how there would still be a need for equipment storage, ADA ramp, longevity of the building materials, and using the space behind the reservoir instead of using the Center Street yard for storage.

4. Adjournment

Mayor Holladay adjourned the meeting at 7:01 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 08/05/2020

SUBJECT:

Upper Yard Charter Park Designation Update

STAFF RECOMMENDATION:

No action required

EXECUTIVE SUMMARY:

Upper yard project update.

BACKGROUND:

The City Commission directed staff to move forward with the process to designate the Public Works upper yard as a charter park and to provide monthly updates on the status of the project.

1. The advertisement for the public to purchase the Camp Adair building(s) is prepared.
2. A quitclaim deed to revert the Armory property back to the city is expected to be ready to sign in approximately 2 weeks.
3. The historic inventory and documentation of the Camp Adair buildings has been completed by staff.
4. Surveying of the property has begun. A preliminary survey is anticipated by August 14th.
5. A phase 1 environmental assessment has begun with preliminary results expected by August 14th. The assessment will inform the scope of work for the demolition contract.

OPTIONS:

BUDGET IMPACT:

Amount: \$

FY(s):

Funding Source(s):



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 08/05/2020
From: Chief of Police Jim Band
City Manager Tony Konkol

SUBJECT:

Community Oriented Policing Services (COPS) Grant Award Opportunity

STAFF RECOMMENDATION:

Informational Purposes for Budget Impact

EXECUTIVE SUMMARY:

COPS Hiring Program Grant Award Opportunity

BACKGROUND:

In response to the increased number of calls concerning people in mental health crisis, the police department has reallocated a police position to hire a full-time mental health specialist. This will be a masters-level caseworker to assist the police with immediate crisis response, long-term case management, and assistance to the homeless population. This position would also assist and train all Oregon City staff on an ongoing basis. City staff have begun the hiring process for this position.

The police department had intended to ask for that officer position to be replaced in the next budget cycle. The police department was just awarded the maximum \$125,000 amount for a federal COPS grant. Utilizing the COPS grant would allow the City to backfill the police position that was reallocated to the mental health specialist position in the current budget cycle rather than waiting for the 21-22 budget. Accepting this grant would commit the city to additional monetary liability in the existing and next budget cycle.

Oregon City Preliminary Budget Impact Estimate:

Year 1 - \$28,554.68

Year 2 - \$66,627.59 (next budget cycle)

Year 3 - \$95,182.27 (next budget cycle)

The remaining total over these three years of salary and benefits will be paid by the grant, not to exceed \$125,000.

The retention requirement of the grant after the 36 months of federal funding expires is an additional 12 months at a minimum. The salary and benefits are based off of an entry level officer. If the department hired a lateral officer at a higher wage, the budget impact to the City would include the difference between the benefits of an entry versus experienced officer.

Staff is providing this information due to the impact to the existing and future budget.

BUDGET IMPACT:

Amount: \$28,554.68

FY(s): 20-21

Funding Source(s): **General Fund – Existing Police Department Budget**