

# MT. PLEASANT

COMPREHENSIVE PLAN AMENDMENT  
ZONE CHANGE  
MINOR SITE PLAN AND DESIGN REVIEW FOR THE ANNEX



Submitted to:  
The City of Oregon City  
221 Molalla Avenue, Suite 200  
Oregon City, OR 97045

## **TABLE OF CONTENTS**

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### **NARRATIVE**

- I. Project Information
- II. Background
- III. Responses to the Oregon City Municipal Code

### **FIGURES**

- Figure 1. Vicinity Map
- Figure 2. Aerial Image of Project Site
- Figure 3. Photo of Southern Entrance to the Annex
- Figure 4. Photo of Southern Corner of the Annex
- Figure 5. Photo of Northern Entrance to the Annex
- Figure 6. Photo of East Facade of the Annex
- Figure 7. Photo of West Facade of the Annex
- Figure 8. Current Zoning Map
- Figure 9. Current Comprehensive Plan Map
- Figure 10. Proposed Site Plan
- Figure 11. Proposed Landscape Plan
- Figure 12. Architectural Drawings and Proposed Materials
- Figure 13. Title Report with Legal Description

### **APPENDICES**

- A. Rivercrest Neighborhood Association Meeting Notes and Attendance Record
- B. State Historic Preservation Office Letter
- C. Kittelson and Associates Traffic Analysis
- D. Pre-Application Meeting Notes
- E. Property Leases
- F. Adjacent Property Information

## I. PROJECT INFORMATION

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- APPLICANT:** ZCS Engineering  
Zach Stokes, PE  
524 Main Street, Suite 2  
Oregon City, OR 97045
- OWNER:** City of Oregon City  
PO Box 3040  
221 Molalla Avenue, Suite 200  
Oregon City, OR 97045
- REQUEST:** To accommodate the Community Development Department relocation to the Mt. Pleasant Annex Building, ZCS Engineering, on behalf of the City of Oregon City, is seeking approval of:
1. A Comprehensive Plan Amendment for 0.42 acres from MR (Medium Density Residential) to QP (Public/Quasi-Public); and
  2. A Zone Change for 0.42 acres from R-3.5 (Dwelling District) and 8.07 acres from R-10 (Single Family Dwelling District) to I (Institutional) with a trip cap on am and pm peak hours from/to the proposed site; and
  3. Minor Site Plan and Design Review.
- PROPERTY INFO:** 1232 Linn Avenue/698 Warner Parrott Road  
Clackamas County Map 3-2E-6DB Tax Lot 100  
8.07 acres  
Existing comprehensive plan designation: QP  
Existing zoning designation: R-10  
Proposed zoning designation: I
- No Addresses - frontage on Warner Parrott Road  
Clackamas County Map 3-2E-6DB Tax Lots 2000, 2003, and 2008  
0.24, 0.17, and 0.01 acres, respectively (total: 0.42 acres)  
Existing comprehensive plan designation: MR  
Proposed comprehensive plan designation: QP  
Existing zoning designation: R-3.5  
Proposed zoning designation: I

## II. BACKGROUND

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### 1. Existing Conditions

The site, made up of 4 separate tax lots, is approximately 8.49 acres in size, and abuts Linn Avenue to the east, Warner Parrott Road to the south, and the eastern terminus of platted Marshall Street to the west. A public access easement exists on the property's west side connecting Warner Parrott Road to platted Marshall Street. There are sidewalks along a portion of Warner Parrott Road, the entirety of the Linn Avenue frontage, and across the vacated section of Warner Parrott Road.

The majority of the site is comprised of athletic fields, play areas, and landscaped areas. The site is generally flat, and is gated and fenced. There are two driveways off of Warner Parrott Road and two off of Linn Avenue.

The site has been utilized as an elementary school for a significant length of time. It is currently developed with three structures connected by breezeways totaling 32,000 square feet and a 4,500 square foot metal building which are all occupied by Myrlhurst Elementary School. Marylhurst Elementary leases a majority of the subject site from the City in a lease which is valid until June of 2019.

An additional 6,700 square foot structure located closest to the intersection of Linn Avenue and Warner Parrott, referred to as the Annex, has been underutilized by the City of Oregon City. Though a portion of the facility is used as training facility/gym for the Police Department a majority of the space is unused or minimally used for storage.

The subject site is currently constructed with 40 parking stalls, an additional 13 stalls fenced behind the northern portion of the building which are currently fenced, and 14 adjacent parallel on-street stalls.

Public water mains exists in Linn Avenue, Warner Parrott Road, and the vacated section of Warner Parrott Road. Public sewer mains exist in Linn Avenue, Warner Parrott Road, the vacated section of Warner Parrott Road, and adjacent to the eastern tax lot line of lot 2000. A public stormwater line exists in a portion of Linn Avenue and a portion of Warner Parrott Road. A public easement for storm water crosses the property's northwest corner.



**Figure 1. Vicinity Map**

**Figure 2. Aerial Image of Project Site**



**Figures 3-7. Photos of the Annex**



Southern Entrance



East Facade



Southeast Corner



Northern Entrance



West Facade



Figure 8. Current Zoning Map

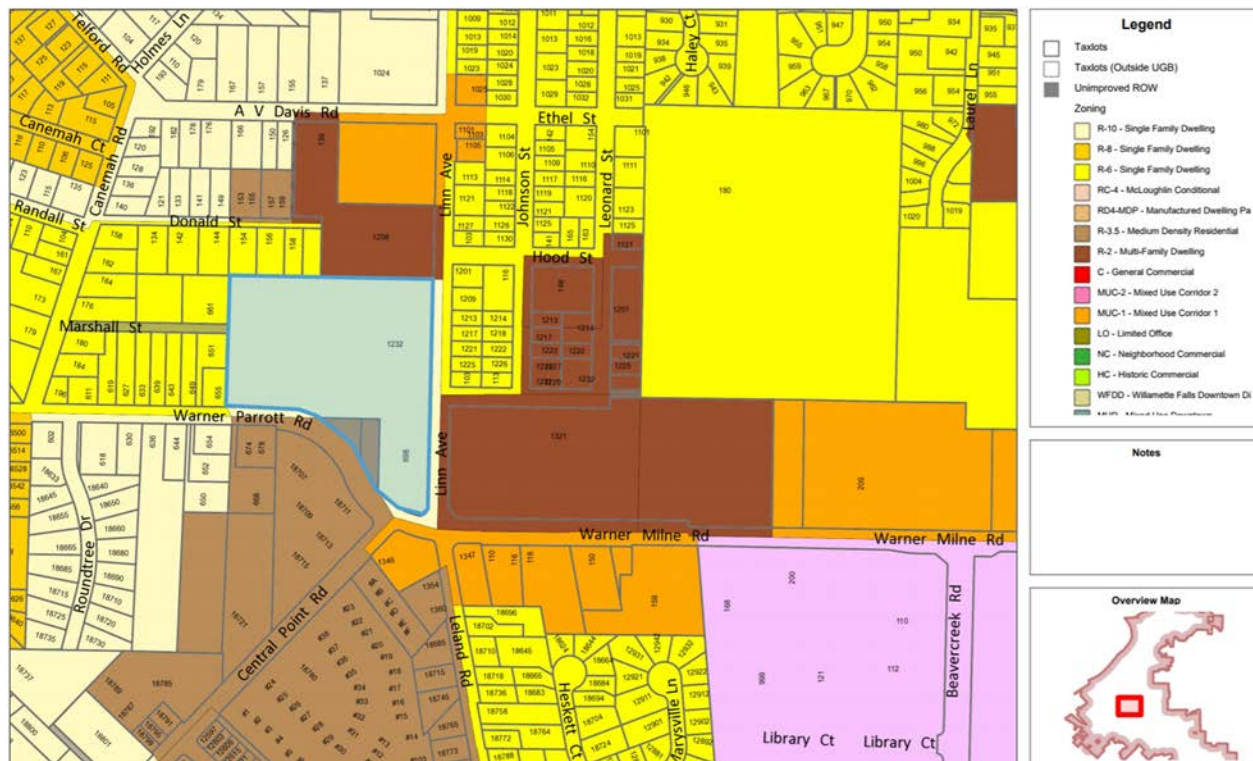
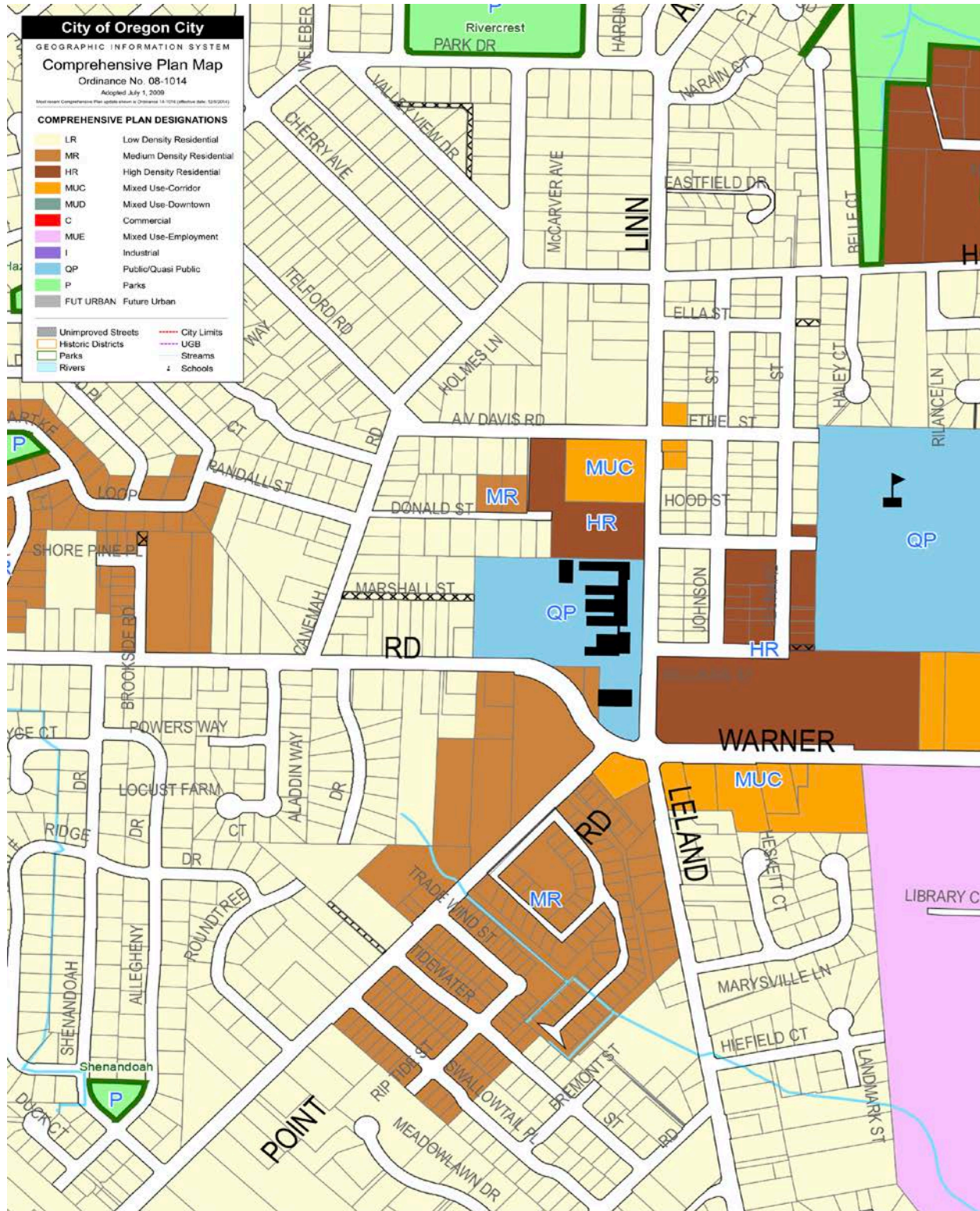


Figure 9. Current Comprehensive Plan Map



## 2. Project Description

The purpose of this application is to relocate the Oregon City Community Development Department to the Mt. Pleasant Annex. In order for the Planning and Building Divisions, which comprise the Community Development Department, to utilize the site, approval is sought for the following:

- An amendment to the Comprehensive Plan Map from MR (Medium Density) to QP (Public/Quasi-Public) for tax lots 2000, 2003, 2008 (0.42 acres);
- A Zone Change from R-3.5 (Dwelling District) for tax lots 2000, 2003, 2008 (0.42 acres) and from R-10 (Single Family Dwelling District) for tax lot 100 (8.07 acres) to I (Institutional); and
- Minor Site Plan and Design Review for exterior building alterations for the 6,700 square foot Annex on the south-east of the site including a new roof with an enhanced entryway, additional windows on the east and south façade (including replacement of a door) as well as minor site changes including additional landscaping, bicycle parking, benches, and interior sidewalks.

No new buildings or additions are proposed. Any future development will be analyzed for compliance with the applicable criteria with the associated public review process. This proposal will not affect the ability of the elementary school to remain onsite.

The transportation impact of the Comprehensive Plan Amendment and Zone Change is proposed to be mitigated by placing a limit on the number of automobile trips created by the uses on the 8.49 acres site. Known as a trip cap, the limit would restrict the transportation impact of the uses onsite at any given time to be no more than the transportation impact of the site when all the structures were used as an elementary school. In order to determine the transportation impact of the site, a study was conducted by Kittleson and Associates to determine the number of previous and future cars entering and exiting the site over the course of a day, as well as in the am and pm peak by utilizing the ITE Manual.

Future development on the site shall be limited to uses that in aggregate produce no more than the AM and PM peak hour trips. All new or alterations to the existing uses on the property shall submit an accounting of the trips generated through previously approved land use actions and business licenses for the entire subject site associated with the proposal and demonstrate that the proposal complies with both the maximum AM and PM peak hour trip caps. In order to keep an accurate tally of trips over time, the City will review this accounting either: (1) as part of the land use review required for the development, in cases where no business license is required; (2) as part of reviewing an application for a business license, in cases where no land use review is required; or (3) both, where a land use approval and a business license are required.

The Comprehensive Plan guides the City with goals, policies, and a map identifying general types of development. Properties are assigned a Comprehensive Plan designation to broadly define the character of a site as well as a more specific zoning

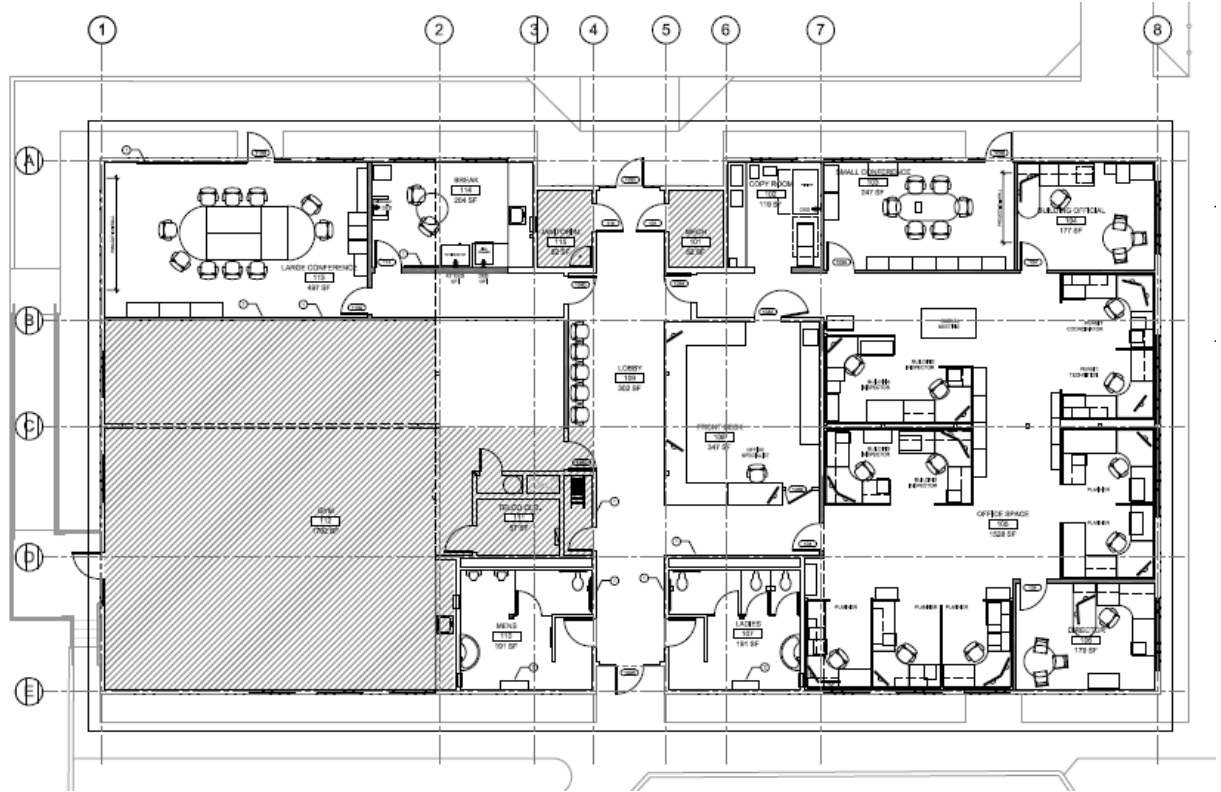
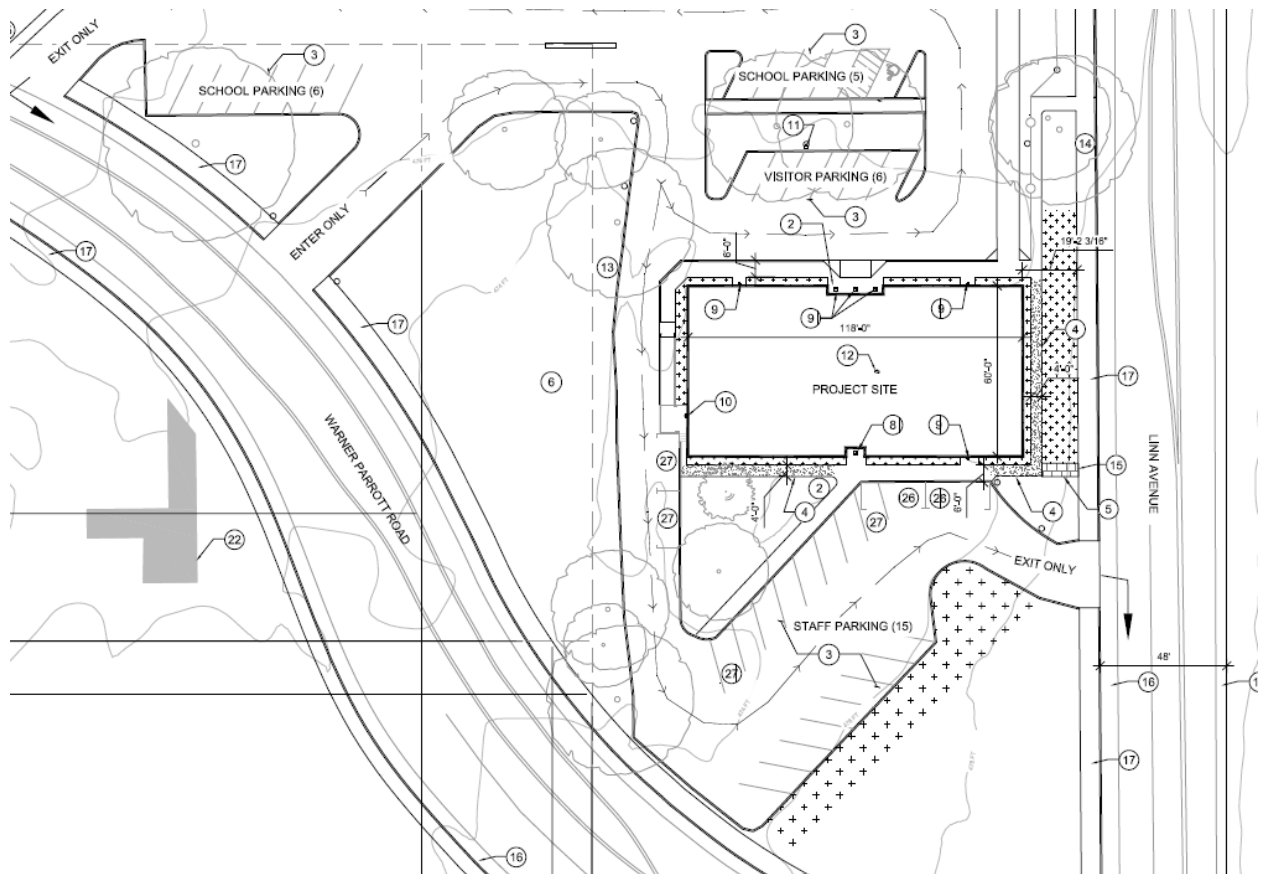


designation. For example, properties designed as “LR” Low Density Residential in the Comprehensive Plan may be within the “R-1”, “R-8” or “R-6” Single-Family Districts. Properties designated identified as “MR” Medium Density Residential in the Comprehensive Plan may have a zoning designation of “R-5” or “R-3.5” Dwelling Districts. Currently, more than 8 acres of the site has a Comprehensive Plan designation of “QP” Public/Quasi-Public but a zoning designation of “R-10” Single-Family Dwelling District.

Public and Quasi-Public (QP) — publicly owned lands other than city parks, such as schools, cemeteries, undeveloped lands, open space, government buildings and public utility facilities, such as the sewage treatment plant and water reservoirs.

The proposal would alter the designations of the site so the entire site is within the “QP” Public/Quasi-Public designation and the “I” Institutional District. According to Chapter 17.39 of the Oregon City Municipal Code the “I” Institutional District is designated as:\

The purpose of this district is designed to facilitate the development of major public institutions, government facilities and parks and ensure the compatibility of these developments with surrounding areas. The I—Institutional zone is consistent with the public/quasi public and park designations on the comprehensive plan map.





### III. RESPONSES TO THE OREGON CITY MUNICIPAL CODE

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#### **CHAPTER 17.68.020 ZONE CHANGES AND AMENDMENTS**

##### **17.68.010 Initiation of the Amendment.**

*A text amendment to this title or the Comprehensive Plan, or an amendment to the zoning map or the Comprehensive Plan map, may be initiated by:*

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division presented on forms and accompanied by information prescribed by the planning commission.*
- D. A Legislative request by the Planning Division*

*All requests for amendment or change in this title shall be referred to the Planning Commission.*

**Response:** The applicant, on behalf of the property owner, is submitting this application to initiate an amendment to the Comprehensive Plan and Zone Change for the subject site in accordance with OCMC 17.68.010.c. The property owners agree by and through their signature on the main application.

**17.68.020.A** *The proposal shall be consistent with the goals and policies of the comprehensive plan.*

##### **Goal 1: Citizen Involvement**

**Goal 1.1** *Citizen Involvement Program Implement a Citizen Involvement Program that will provide an active and systematic process for citizen participation in all phases of the land-use decision making process to enable citizens to consider and act upon a broad range of issues affecting the livability, community sustainability, and quality of neighborhoods and the community as a whole.*

*Policy 1.1.1 - Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.*

**Goal 1.2** *Community and Comprehensive Planning - Ensure that citizens, neighborhood groups, and affected property owners are involved in all phases of the comprehensive planning program.*

*Policy 1.2.1 - Encourage citizens to participate in appropriate government functions and land-use planning.*

**Goal 1.3** *Community Education - Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.*

**Goal 1.4** *Community Involvement - Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.*

*Policy 1.4.1 - Notify citizens about community involvement opportunities when they occur.*

**Response:** The Oregon City code includes provisions to insure that citizen involvement is guaranteed for individual citizens, neighborhood associations, property owners, and special interest groups. The proposal was presented to the City Commission at a series of meetings, as well as before the Citizen Involvement Committee and Rivercrest Neighborhood Association prior to submittal of the application. Once deemed complete, notice of the application will be sent to the Citizen Involvement Committee, neighborhood associations, a variety of agencies and members of the public, surrounding property owners (within 300 feet), and posted for public notification on the city's website as well as in a paper. The physical site will also be posted prior to the required public hearing. Citizens have been, and will be, afforded multiple opportunities to be involved with the review process.

### **Goal 2: Land Use**

**Goal 2.1:** *Ensure that property planned for residential, commercial, office and industrial uses is used efficiently and that land is developed following principles of sustainable development.*

**Response:** The existing site has the following designations:

7.49 acres	Comp. Plan: Quasi-Public	Zoning: R-10
0.4 acres	Comp. Plan: Medium Density Residential	Zoning: R-3.5 Dwelling District

The proposal would amend the Comprehensive Plan designation for 0.4 acres from “MR” Medium Density Residential to “QP” Public/Quasi-Public so the entire site would be within the QP Comprehensive Plan designation and the zoning for the site is proposed to be amended to “I” Institutional. The site is owned by the City of Oregon City and the proposal would allow for government offices onsite. The site is located near many non-residential uses, creating an opportunity to efficiently utilize land and infrastructure while support a cohesive use with nearby properties. Currently, the site is encumbered by school structures, parking lots, driveways, drive aisles, and play fields and areas associated with the school structures as well as a training facility/gym for the Police. The proposal would allow for government office use of the site, a use similar in impact to the existing use. Warner Parrott Road serves as an effective transition from the residential zone to the south to the proposed Institutional zone.



**Goal 2.3:** *Corridors: Focus transit-oriented, higher intensity, mixed-use development along selected transit corridors.*

**Response:** Both Linn Avenue and Warner Parrott Road are classified as minor arterials and Tri-Met currently runs adjacent to the subject site with a bus stop along the Linn Avenue frontage. The subject site is adjacent to much higher density designations such as “MUC-1” Mixed Use Corridor District and “R-2” Multi-Family Residential District and near other higher density uses such as Mixed Use Employment as well as General Commercial. Aside from the zoning, the site has been historically used as an elementary school, a use with impacts similar to that of government offices. The current school and proposed local government offices are transit-oriented, higher intensity development, appropriate for the location proposed.

**Goal 2.4:** *Neighborhood Livability - Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.*

*Policy 2.4.2 Strive to establish facilities and land uses in every neighborhood that help give vibrancy, a sense of place, and a feeling of uniqueness; such as activity centers and points of interest.*

*Policy 2.4.4 Where environmental constraints reduce the amount of buildable land, and/or where adjacent land differs in uses or density, implement Comprehensive Plan and zoning designations that encourage compatible transitional uses.*

*Policy 2.4.5 - Ensure a process is developed to prevent barriers in the development of neighborhood schools, senior and childcare facilities, parks, and other uses that serve the needs of the immediate area and the residents of Oregon City.*

**Response:** The site is currently primarily utilized as an elementary school with a small police training facility/gym. The area is characterized by a variety of commercial and institutional uses and zoning designations coupled with a transit line to support nearby residences and the greater community. The variety of nearby uses include churches, an assortment of commercial businesses, offices, residences, and a school. Linn Avenue and Warner Parrott Road serve as natural transition to adjacent residential, multi-family, institutional, and commercial uses. The proposed Comprehensive Plan amendment and Zone Change would allow the City to utilize the Annex for the Community Development Department while retaining an elementary school as the primary use of the site and the vibrancy of the immediate area. Future uses of the site are limited to those identified within the Institutional District.

The “I” Institutional District proposed for the site is within the QP Comprehensive Plan Designation, of which approximately 8 acres of the site is already designated. The proposed comprehensive plan and zone change would support the surrounding uses and zoning without altering the impacts to the community. The applicant has proposed a trip cap to limit the amount of transportation impacts of the proposal to not exceed that of the elementary school.

**Goal 2.7:** *Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location.*

*Policy 2.7.1 Maintain a sufficient land supply within the city limits and the Urban Growth Boundary to meet local, regional, and state requirements for accommodating growth.*

*Policy 2.7.2 Use the 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels.*

**Response:** The proposal includes an amendment to the Comprehensive Plan Map from MR (Medium Density) to QP (Public/Quasi-Public) and a Zone Change from R-3.5 (Dwelling District) for tax lots 2000, 2003, 2008 (0.42 acres) and from R-10 (Single Family Dwelling District) for tax lot 100 (8.07 acres) to I (Institutional). Currently 8.07 acres have a comprehensive plan designation of Public/Quasi-Public and are used as an elementary school but is zoned “R-10” Single-Family Dwelling District. The Institutional District is consistent with the “QP” Public/Quasi-Public designation of the Comprehensive Plan, of which a vast majority of the subject site is already within the Public/Quasi-Public Comprehensive Plan designation. The proposal would allow the subject site to be under a single cohesive Comprehensive Plan designation as well as the associated zoning designation. The rezoning of 8.49 acres is not expected to negatively impact the supply of residentially zoned property and is a minor addition to the Institutional zoned property supply.

**Goal 3: Agricultural Land: requires local governments “to preserve and maintain agricultural lands.”**

**Response:** This goal is not applicable; there is no agricultural land associated with this proposal.

**Goal 4: Forest Lands**

**Response:** This goal is not applicable; no forest lands are designated within the City limits.

**Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources**

**Response:** There are no designated scenic, historic or natural resources impacted with the proposed development. The stormwater manual equally protects the site for water quality purposes under the current use and with the proposed zoning designation.

**Goal 6: Quality of Air, Water and Land Resources**

**Goal 6.1 Air Quality-** *Promote the conservation, protection and improvement of the quality of the air in Oregon City.*

*Policy 6.1.1 Promote land-use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping and education.*

**Response:** The proposed comprehensive plan and zone change amendments allow for the relocation of City facilities and the reuse of an existing Annex building. The proposal would allow a more efficient use of property located in a commercial areas and on a transit route reducing the need for distance travel by single-occupancy vehicle, thus promoting the conservation, protection and improvement of the quality of the air in the city.

**Goal 7: Natural Hazards**

**Response:** This goal is not applicable. There are no natural hazards associated with this site.

**Goal 8: Parks and Recreation**

**Response:** The proposed amendments preserve the ability to develop/maintain the site for public use, including parks and playfields.

**Goal 9: Economic Development**

*Improve Oregon City's Economic Health - Provide a vital, diversified, innovative economy including an adequate supply of goods and services and employment opportunities to work toward an economically reasonable, ecologically sound and socially equitable economy.*

**Response:** The proposed Comprehensive Plan and Zone Change amendments would bring 8.49 acres of property into the Institutional zone and remove it from the residential zone, allowing the property to be utilized in association with higher employment opportunities such as government office.

**Goal 10: Housing**

**Goal 10.1:** *Provide for the planning, development and preservation of a variety of housing types and lot sizes.*

**Policy 10.1.1**

*Maintain the existing residential housing stock in established older neighborhoods by maintaining existing Comprehensive Plan and zoning designations where appropriate.*

**Policy 10.1.3**

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

**Policy 10.1.4**

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

**Response:** Since 2002, both land use decisions to increase density and policies have encouraged additional housing development. For example, units have been created through approval of zone changes that allowed greater density as well as through the creation of a variety of housing types ranging from single-family to multi-family and care facilities. With the adoption of the Comprehensive Plan in 2004, the City amended the Municipal Code to allow construction of one accessory dwelling unit in every place in which a single-family home is allowed and adopted cottage housing with density bonuses. These two unit types provided an opportunity for more diverse, and often affordable, housing opportunities within existing neighborhoods.

Moreover, the City has planned for at least 5,762 dwelling units as follows:

- The City created and approved concept plans for three areas (South End, Beaver Creek, Park Place) recently brought into the UGB. The Park Place Concept Plan provides capacity for 1,091 dwelling units, the South End Concept Plan provides capacity for 1,210 dwelling units and the Beaver Creek Road Concept Plan provides capacity for 1,023 dwelling units for a total of 3,324 units within the urban growth boundary.
- Since October 1, 2002, the City has granted permits for more than 2,600 dwelling units.

In addition, the City adopted a new mixed use zones, including the MUC-1, MUC-2, MUD, HC, NC and C that allows for the development of housing which is limited by building height, parking standards, lot coverage, etc (though there are some restrictions in NC). While not counted as contributing to needed housing goals in the City's Housing Technical Report (2002), the capacity from the new mixed use zones, is estimated at a potential 8,000 dwelling units within the City limits. Approximately 66% of the City is currently within the R-10, R-8, R-6, R-3.5 and R-2 zoning designations while only 7.35% of the City is zoned "I" Institutional District. Therefore, the approval of this Comprehensive Plan amendment and zone change will expand the housing types and options available within the City.

**Zoning in City Limits – Acres:**

C = 160.86 (2.49%)  
 CI = 164.66 (2.55%)  
 County = 245.38 (3.79%)  
 GI = 220.32 (3.4%)  
 HC = 8.82 (0.14%)  
 I = 475.31 (7.35%)  
 MUC1 = 168.46 (2.6%)  
 MUC2 = 44.66 (0.69%)  
 MUD = 510.19 (7.89%)  
 MUE = 156.88 (2.43%)  
 R2 = 262.22 (4.05%)  
 R3.5 = 424.15 (6.56%)  
 R6 = 893.99 (13.82%)  
 R8 = 1095.97 (16.95%)  
 R10 = 1589.11 (24.57%)  
 ROAD = 13.18 (0.2%)  
 WFDD = 30.44 (0.47%)

**Goal 10.2** *Provide and maintain an adequate supply of affordable housing.*

**Policy 10.2.1**

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

**Response:** As demonstrated in the analysis in Goal 10.1, the City has provided opportunities to allow an increase in the number of dwelling units within Oregon City as well as adopted standards which allow for smaller dwelling units which will likely be lower in cost. Approximately 8 acres of the subject site is within the "R-10" Single-Family Dwelling District, while less than 0.5 acres of the site is within the "R-3.5" Dwelling District. Though the school is used as a school, the zoning designation permits the property to be subdivided for the construction of homes. The 10,000 square foot minimum lot size in the R-10 district generally results in the development of homes which are high in price.

The value of a single-family home in Oregon City is \$371,200, less than a majority of similarly sized cities and less than the average in Clackamas County which is \$392,400.



Figure 6: July 2017 Home Values from Zillow.com

<b>City</b>	<b>Home Value (July, 2017)</b>
Lake Oswego	\$597,300
West Linn	\$500,200
Happy Valley	\$485,900
Tualatin	\$434,800
Sherwood	\$414,700
Tigard	\$402,700
<b>Oregon City</b>	<b>\$371,200</b>
Newberg	\$305,500

**Goal 11: Public Facilities**

**Goal 11.1:** *Serve the health, safety, education, welfare and recreational needs of all Oregon City residents through the planning and provision of adequate public facilities.*

**Policy 11.1.3:** *Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land-use planning goals and regulations. Facilities that serve the public will be centrally located and accessible, preferably by multiple modes of transportation.*

**Response:** The proposed comprehensive plan and zone change amendments would allow additional public facilities to be located on the site. The amendments would have a positive effect by allowing a public use property accessible by multi-modes of transportation, and central to a majority of the Community Development customers. The majority of the surrounding area is built-out and public facilities and services such as sanitary sewer, storm sewer, and water are in place and do not need to be extended.

**Policy 11.1.4:** *Support development on underdeveloped or vacant buildable land within the city where public facilities and services are available or can be provided and where land-use compatibility can be found relative to the environment, zoning, and Comprehensive Plan goals.*

**Response:** The proposal supports the relocation of the City's Community Development Department to the 6,700 square foot structure previously occupied by a school, while the existing elementary school onsite will continue to operate. The comprehensive plan and zone change amendments make it possible for the underutilized site to house additional community governmental services in a location accessible to the public.

**Goal 11.11 Civic Facilities** Strategically locate civic facilities to provide efficient, cost-effective, accessible, and customer friendly service to Oregon City residents.

**Response:** The comprehensive plan and zone change amendments make it feasible for the site to house civic facilities in an established neighborhood, providing efficient, cost-effective (re-use of existing structures), accessible service to the city's residents.

**Policy 11.11.1** Locate City facilities in a way that ensures customer service and provides easy access to the majority of residents. Access should be provided for the physically impaired and for those traveling by transit, bicycle, or foot.

**Response:** The proposed comprehensive plan and zone change amendments allow government services to be provided on an existing site in a developed section of the city. The site is easily accessible for residents of all abilities and whom travel by multiple modes of transportation.

Policy 11.11.2 Investigate options for obtaining or building a new City Hall.

**Response:** Since the Comprehensive Plan was adopted, a new City Hall was established. The proposed comprehensive plan and zone change amendments create an option for the relocation of City Hall and other city departments to the site. However, development is limited on the site by a transportation trip cap which has been proposed.

Policy 11.11.3 Implement measures to maximize and leverage resources and increase services to the public.

**Response:** The city owns the subject property and currently leases a portion for use as a school. The zone change and comprehensive plan amendments would allow for continued use of a portion of the site as a school and the relocation of the Community Development Department after interior and exterior remodeling is complete. The amendments would also permit the relocation of other city departments to the site in the future, if desired. Future development is subject to additional review processes.

Policy 11.11.4 Incorporate measures to meet long-term rising demand for services. Provide for future needs of increased staff, space and storage when purchasing or building new city facilities.

**Response:** The city owns the subject property and currently leases a majority for use as an elementary school. The zone change and comprehensive plan amendments would allow for continued use of a portion of the site as a school and the relocation of the Community Development Department after interior and exterior remodeling of the vacant structure is complete. The amendments would also permit the relocation of other city departments to the site in the future, if desired.

**17.68.020.B.** *That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed in the zone, or can be made available prior to issuing a certificate of occupancy. Service shall be sufficient to support the range of uses and development allowed by the zone.*

**Response:** As the trip cap limits the amount of development allowed onsite, demand for public facilities and services will not be significantly increased as a result of the proposed comprehensive plan and zone change amendments. No new services are required for the proposed relocation of Community Development and the range of uses and development allowed by the zone is capable of being serviced prior to issuance of a certificate of occupancy.

**17.68.020.C** *The land uses authorized by the proposal are consistent with the existing or planned function, capacity and level of service of the transportation system serving the proposed zoning district.*

**Response:** The applicant is proposing to establish a trip cap limiting the amount of traffic of future uses to that created by the prior and existing school use. The trip cap then makes the land uses authorized by the proposed comprehensive plan and zone change amendment



consistent with the existing and planned function, capacity and level of service of the transportation system. The proposed amendments will not result in significant impacts on the transportation system. Please refer to the trip cap findings within this report.

**17.68.020.D** *Statewide planning goals shall be addressed if the comprehensive plan does not contain specific policies or provisions which control the amendment.*

**Statewide Planning Goal 1: Citizen Involvement.** Goal 1 calls for "the opportunity for citizens to be involved in all phases of the planning process." It requires each city and county to have a citizen involvement program containing six components specified in the goal. It also requires local governments to have a committee for citizen involvement (CCI) to monitor and encourage public participation in planning.

**Response:** Addressed in Comprehensive Plan Goal 1.

**Statewide Planning Goal 2: Land Use Planning.** Goal 2 outlines the basic procedures of Oregon's statewide planning program. It says that land use decisions are to be made in accordance with a comprehensive plan, and that suitable "implementation ordinances" to put the plan's policies into effect must be adopted. It requires that plans be based on "factual information"; that local plans and ordinances be coordinated with those of other jurisdictions and agencies; and that plans be reviewed periodically and amended as needed.

**Response:** Addressed in Comprehensive Plan Goal 2.

**Statewide Planning Goal 3: Agricultural Lands.** Goal 3 defines "agricultural lands." It then requires counties to inventory such lands and to "preserve and maintain" them through farm zoning. Details on the uses allowed in farm zones are found in ORS Chapter 215 and in Oregon Administrative Rules, Chapter 660, Division 33.

**Response:** Addressed in Comprehensive Plan Goal 3.

**Statewide Planning Goal 4: Forest Lands.** This goal defines forest lands and requires counties to inventory them and adopt policies and ordinances that will "conserve forest lands for forest uses."

**Response:** Addressed in Comprehensive Plan Goal 4.

**Statewide Planning Goal 5: Open Spaces, Scenic and Historic Area, and Natural Resources.**

Goal 5 covers more than a dozen natural and cultural resources such as wildlife habitats and wetlands. It establishes a process for each resource to be inventoried and evaluated. If a resource or site is found to be significant, a local government has three policy choices: preserve the resource, allow proposed uses that conflict with it, or strike some sort of a balance between the resource and the uses that would conflict with it.

**Response:** Addressed in Comprehensive Plan Goal 5.

**Statewide Planning Goal 6: Air, Water and Land Resources Quality.** This goal requires local comprehensive plans and implementing measures to be consistent with state and federal regulations on matters such as groundwater pollution.

**Response:** Addressed in Comprehensive Plan Goal 6.

**Statewide Planning Goal 7: Areas Subject to Natural Hazards.** Goal 7 deals with development in places subject to natural hazards such as floods or landslides. It requires that jurisdictions apply "appropriate safeguards" (floodplain zoning, for example) when planning for development there.

**Response:** Addressed in Comprehensive Plan Goal 7.

**Statewide Planning Goal 8: Recreational Needs.** This goal calls for each community to evaluate its areas and facilities for recreation and develop plans to deal with the projected demand for them. It also sets forth detailed standards for expedited siting of destination resorts.

**Response:** Addressed in Comprehensive Plan Goal 8.

**Statewide Planning Goal 9: Economic Development.** Goal 9 calls for diversification and improvement of the economy. It asks communities to inventory commercial and industrial lands, project future needs for such lands, and plan and zone enough land to meet those needs.

**Response:** Addressed in Comprehensive Plan Goal 9.

**Statewide Planning Goal 10: Housing.** This goal specifies that each city must plan for and accommodate needed housing types, such as multifamily and manufactured housing. It requires each city to inventory its buildable residential lands, project future needs for such lands, and plan and zone enough buildable land to meet those needs. It also prohibits local plans from discriminating against needed housing types.

**Response:** Addressed in Comprehensive Plan Goal 10.

**Statewide Planning Goal 11: Public Facilities and Services.** Goal 11 calls for efficient planning of public services such as sewers, water, law enforcement, and fire protection. The goal's central concept is that public services should to be planned in accordance with a community's needs and capacities rather than be forced to respond to development as it occurs.

**Response:** Addressed in Comprehensive Plan Goal 11.

**Statewide Goal 12: Transportation.** The goal aims to provide "a safe, convenient and economic transportation system." It asks for communities to address the needs of the "transportation disadvantaged."

**Response:** To avoid impacts to the transportation facilities beyond those that would be possible under the present zonings, the applicant proposes to establish a trip cap limiting the amount of traffic of future uses to that created by the prior and existing school uses. By limiting the amount of trips that would be allowed from future development within the area proposed for comprehensive plan and zone changes, equal to that of possible under the present zoning, the

transportation impacts of the amendments would be no greater on the transportation system than what present zoning would allow. The proposed amendments will not result in significant impacts on the transportation system

***Statewide Planning Goal 13: Energy Conservation.*** Goal 13 declares that "land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles."

**Response:** The proposal is to amend the comprehensive plan map and zone map, permitting additional public uses on the property. By re-using the existing Annex building to house the Community Development Department and potentially other city departments, energy is being conserved. The proposed building changes, where possible, will utilize energy efficient practices, and the site changes will increase the connectivity to and through the site. The proposed amendments encourage the re-development and re-use of the site at a location easily accessed by residents.

***Statewide Planning Goal 14: Urbanization.*** This goal requires cities to estimate future growth and needs for land and then plan and zone enough land to meet those needs. It calls for each city to establish an "urban growth boundary" (UGB) to "identify and separate urbanizable land from rural land." It specifies seven factors that must be considered in drawing up a UGB. It also lists four criteria to be applied when undeveloped land within a UGB is to be converted to urban uses.

**Response:** The city owns the property in question and proposes to meet the future growth needs by relocating the Community Development Department and potentially other city departments to a site previously and currently used as a school. The proposed amendments would allow in-fill and re-use of an existing under-utilized property, reducing some pressure to expand the urban growth boundary. The re-development of the site contributes to the urbanization of the city and balances the negative effects by limiting the transportation impact to the existing impact of the school.

***Statewide Planning Goal 15: Willamette River Greenway.*** Goal 15 sets forth procedures for administering the 300 miles of greenway that protects the Willamette River.

**Response:** This goal is not directly applicable to the proposed amendments and use of the property as the site is not within the designated Willamette River Greenway.

***Statewide Planning Goal 16: Estuarine Resources***

***Statewide Planning Goal 17: Coastal Shorelands***

***Statewide Planning Goal 18: Beaches and Dunes***

***Statewide Planning Goal 19: Ocean Resources***

**Response:** These goals are not applicable as the site is not located in any of the identified areas.

### **OAR 660-012-0060(1)-(3) TRANSPORTATION PLANNING RULE (TPR)**

*The purpose of the TPR is "to implement Statewide Planning Goal 12 (Transportation) and promote the development of safe, convenient and economic transportation systems that are*

*designed to reduce reliance on the automobile so that the air pollution, traffic and other livability problems faced by urban areas in other parts of the country might be avoided.” A major purpose of the Transportation Planning Rule (TPR) is to promote more careful coordination of land use and transportation planning, to ensure that planned land uses are supported by and consistent with planned transportation facilities and improvements.*

**Response:** Kittelson and Associates created a Transportation Analysis Letter analyzing the development proposal. The proposal entails altering the zoning designation for the entire subject site to “I” Institutional, as well as amending the Comprehensive Plan for approximately 0.42 acres from “MR” Medium Density Residential to “QP” Public/Quasi Public. In order to mitigate the impacts of the proposed development, the applicant has proposed a trip cap to limit the transportation impact to that of the previous/existing use of a school.

Future development on the site shall be limited to uses that in aggregate produce no more than the AM and PM peak hour trips. All new or alterations to the existing uses on the property shall submit an accounting of the trips generated through previously approved land use actions and business licenses for the entire subject site associated with the proposal and demonstrate that the proposal complies with both the maximum AM and PM peak hour trip caps. In order to keep an accurate tally of trips over time, the City will review this accounting either: (1) as part of the land use review required for the development, in cases where no business license is required; (2) as part of reviewing an application for a business license, in cases where no land use review is required; or (3) both, where a land use approval and a business license are required.

#### **OAR CHAPTER 660, DIVISION 7, “METROPOLITAN HOUSING RULE”**

*The purpose of this division is to ensure opportunity for the provision of adequate numbers of needed housing units and the efficient use of land within the Metro urban growth boundary, to provide greater certainty in the development process and so to reduce housing costs.*

**Response:** The proposed amendments and use of the property in question reduces the amount of residentially zoned property in the city by 8.49 acres. However, the site is currently encumbered by school structures, parking lots, driveways, drive aisles and play-fields and areas associated with and required by the existing uses on the property. As identified above, the proposed amendments are expected to allow the efficient use of land by permitting the re-use of an existing under-utilized property.

#### **REGIONAL TRANSPORTATION PLAN**

*The Regional Transportation Functional Plan (RTFP) directs how Oregon City should implement the RTP through the TSP and other land use regulations. The RTFP codifies existing and new requirements which local plans must comply with to be consistent with the RTP. If a TSP is consistent with the RTFP, Metro will find it to be consistent with the RTP.*

**Response:** The City adopted an amendment to the Transportation System Plan in 2013; the plan was found to be consistent with the Regional Transportation Functional Plan at adoption.

#### **URBAN GROWTH MANAGEMENT METRO FUNCTIONAL PLAN**

*3.07.810.C states that after one year following acknowledgement of a functional plan requirement, cities and counties that amend their comprehensive plans and land use regulations shall make such amendments in compliance with the new functional plan requirement.*

**Response:** The City of Oregon City's comprehensive plan and land use regulations associated with comprehensive plan and zone change amendments are in compliance with the UGB Metro Functional Plan.

### **METRO FUNCTIONAL PLAN**

*3.07.120(e), "Housing Capacity" A city or county may reduce the minimum zoned capacity of a single lot or parcel so long as the reduction has a negligible effect on the city's or county's overall minimum zoned residential capacity.*

**Response:** Please refer to the findings in Chapter 10 of the Comprehensive Plan above.

### **CHAPTER 17.62 SITE PLAN AND DESIGN REVIEW**

*17.62.015 - Modifications that will better meet design review requirements.*

*The review body may consider modification of site-related development standards. These modifications are done as part of design review and are not required to go through the Variance process pursuant to section 17.60.020. Adjustments to use-related development standards (such as floor area ratios, intensity of use, size of the use, number of units, or concentration of uses) are required to go through the Variance process pursuant to section 17.60.020. Modifications that are denied through design review may be requested as Variance through the Variance process pursuant to section 17.60.020. The review body may approve requested modifications if it finds that the applicant has shown that the following approval criteria are met:*

- A. The modification will result in a development that better meets design guidelines; and*
- B. The modification meets the intent of the standard. On balance, the proposal will be consistent with the purpose of the standard for which a modification is requested.*

**Response:** No modifications of site-related development standards are proposed for this application.

*17.62.030 - When required.*

*Site plan and design review shall be required for all development of real property in all zones except the R-10, R-8, R-6, R-5 and R-3.5 zoning districts, unless otherwise provided for by this title or as a condition of approval of a permit. Site plan and design review shall also apply to all conditional uses, cottage housing development, multi-family and non-residential uses in all zones. No building permit or other permit authorization for development shall be issued prior to site plan and design review approval. Parking lots and parking areas accessory to uses regulated by this chapter also shall require site plan and design review approval. Site plan and design review shall not alter the type and category of uses permitted in zoning districts.*

**Response:** The applicant proposes exterior alterations to a non-residential use (government office) in the proposed Institutional zone, triggering the requirement for a site plan and design review.

*17.62.035 - Minor site plan and design review.*

**Response:** The proposal modifications of an institutional or public structure for the purpose of enhancing the aesthetics of the building and not increasing the interior usable space and qualifies as a Minor Site Plan and Design Review.

*17.62.040 - Plans required.*

**Response:** The applicant submitted plans meeting the requirements.



**Figure 10. Site Plan**

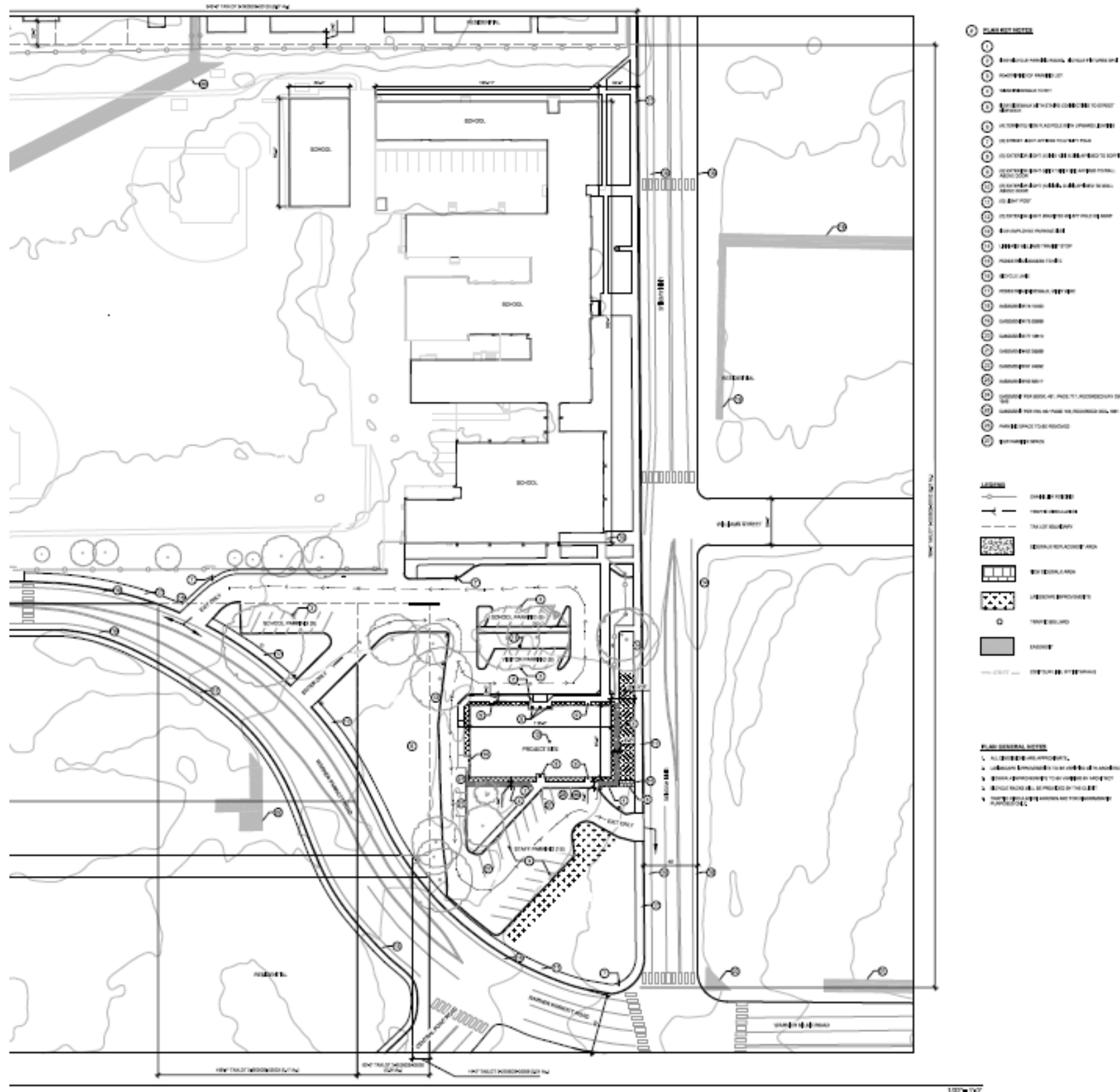


Figure 10a. Site Plan

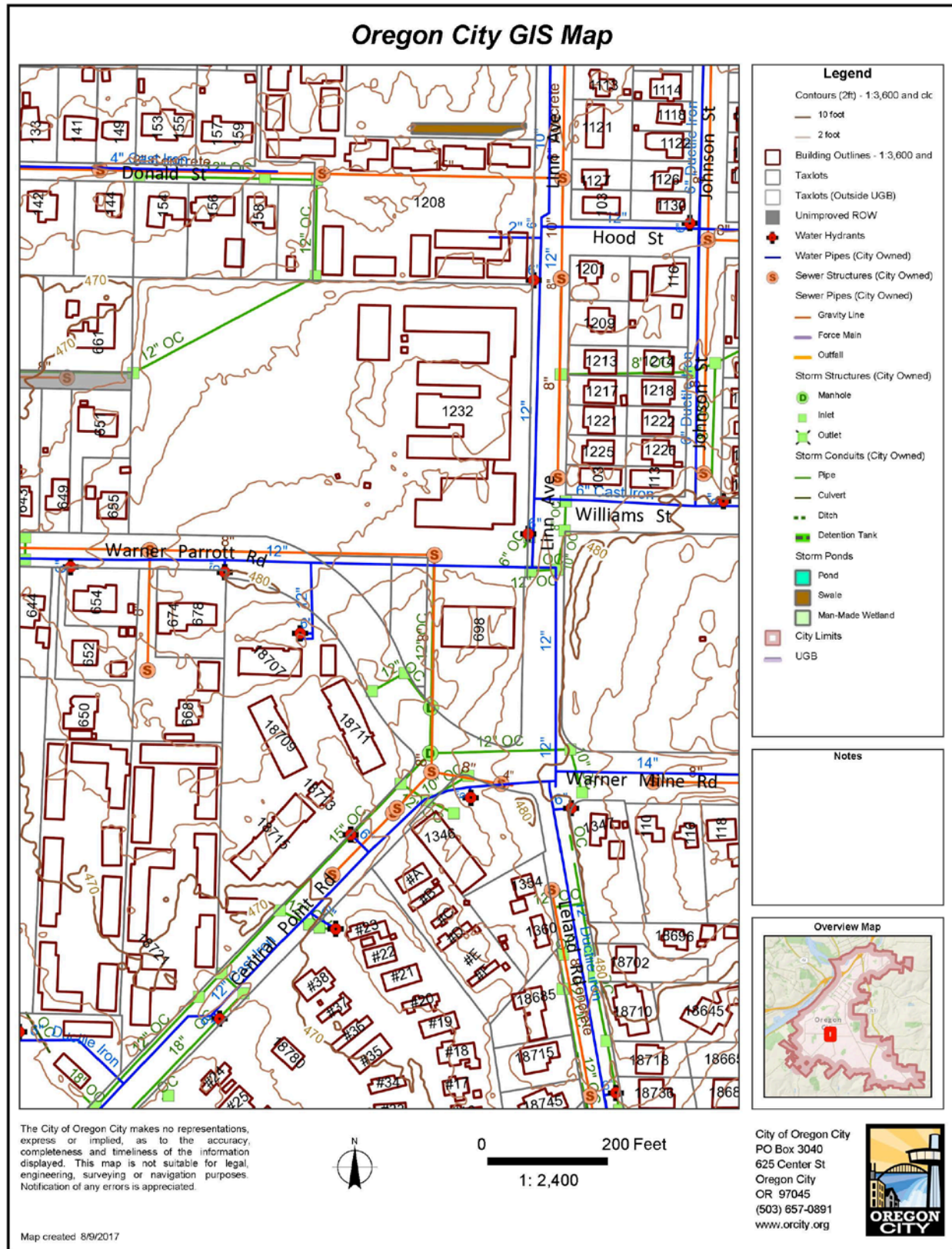






Figure 11b. Landscape Plan

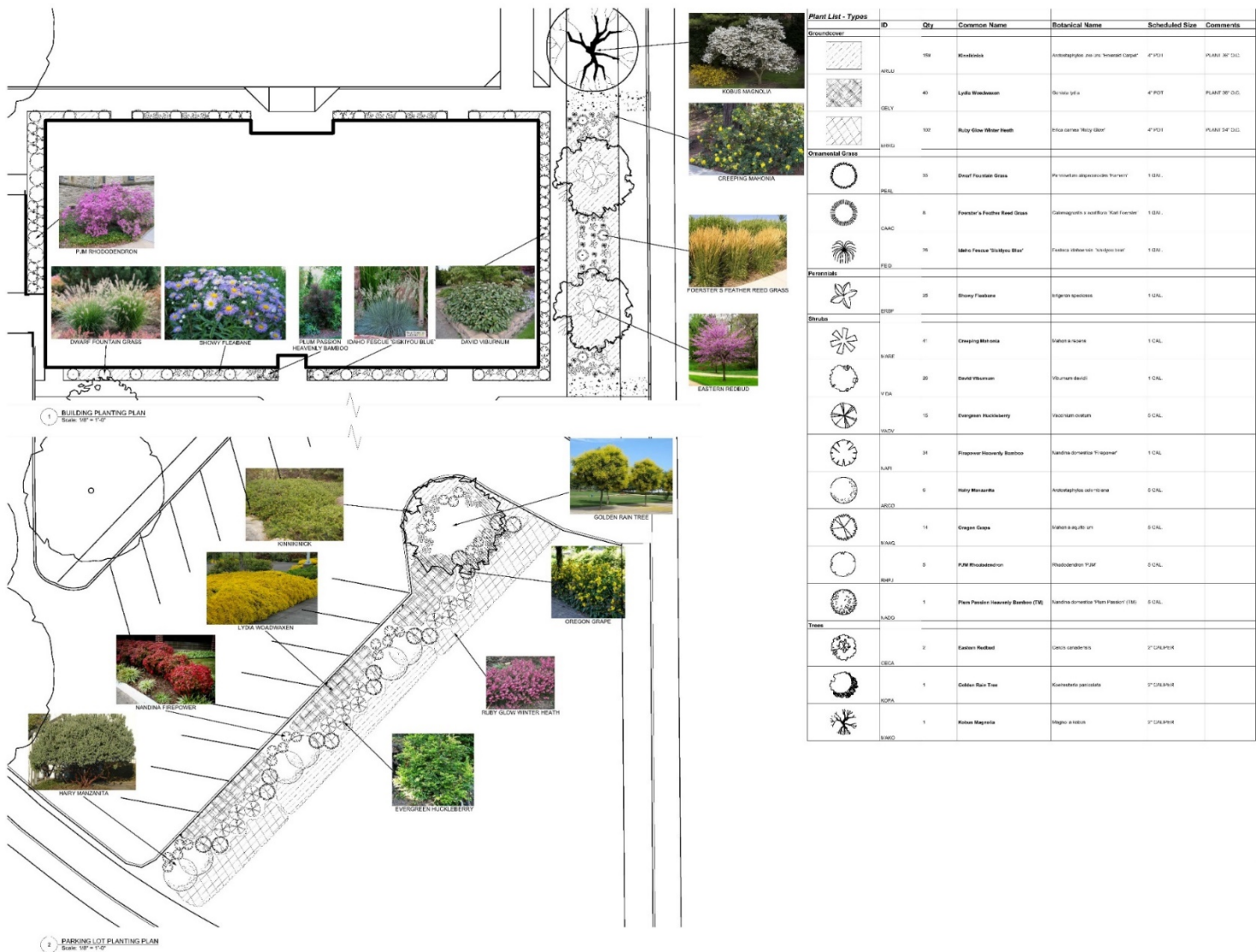


Figure 13. Title Report with Legal Description



After recording return to:  
City of Oregon City  
625 Center Street  
Oregon City, OR 97045

Until a change is requested all tax  
statements shall be sent to the  
following address:  
City of Oregon City  
625 Center Street  
Oregon City, OR 97045

File No.: 7072-2258750 (sh)  
Date: January 13, 2015

THIS SPACE RESERVED FOR RECORDER'S USE

Clackamas County Official Records Sherry Hall, County Clerk	<b>2015-002426</b>
	01/16/2015 10:45:11 AM
D-D                      Cnt=1 Stn=8 CINDY	
\$25.00 \$16.00 \$10.00 \$22.00	<b>\$73.00</b>

### STATUTORY WARRANTY DEED

**Oregon City School District No. 62, Clackamas County, also appearing of record as, and formerly known as Oregon City Public School Clackamas County School District 162,** Grantor, conveys and warrants to **City of Oregon City**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**LEGAL DESCRIPTION:** Real property in the County of Clackamas, State of Oregon, described as follows:

**See attached exhibit "A"----**

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$1,800,000.00**. (Here comply with requirements of ORS 93.030)

FIRST AMERICAN 2258750-55



After recording return to:  
City of Oregon City  
625 Center Street  
Oregon City, OR 97045

Until a change is requested all tax  
statements shall be sent to the  
following address:  
City of Oregon City  
625 Center Street  
Oregon City, OR 97045

File No.: 7072-2258750 (sh)  
Date: January 13, 2015

THIS SPACE RESERVED FOR RECORDER'S USE

### STATUTORY WARRANTY DEED

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**LEGAL DESCRIPTION:** Real property in the County of Clackamas, State of Oregon, described as follows:

**See attached exhibit "A"----**

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$1,800,000.00**. (Here comply with requirements of ORS 93.030)

55-0818-55  
2258750-55  
FIRST AMERICAN

APN: 00859333

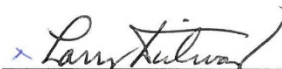
Statutory Warranty Deed  
- continued

File No.: 7072-2258750 (sh)

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.

Dated this 15<sup>th</sup> day of January, 20 15.

Oregon City School District No. 62



By: Larry Didway, Superintendent

APN: 00859333

Statutory Warranty Deed  
- continued

File No.: 7072-2258750 (sh)

STATE OF Oregon )  
 )ss.  
 County of Clackamas )

This instrument was acknowledged before me on this 15<sup>th</sup> day of January, 2015  
 by Larry Didway as Superintendent of Oregon City School District No. 62 and formerly known as Oregon  
 City School District No. 162, on behalf of the District.



[Signature]  
 Notary Public for Oregon  
 My commission expires: 8/1/17

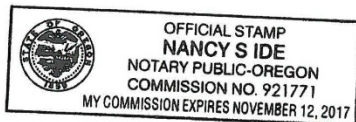


APN: 00859333

Statutory Warranty Deed  
- continued

File No.: 7072-2258750 (sh)

City of Oregon City herein accepts said conveyance

By: *David W. Frasher*  
City Manager, David FrasherSTATE OF Oregon )  
)ss.  
County of Clackamas )This instrument was acknowledged before me on this 15<sup>th</sup> day of January, 20 15  
by **David Frasher as City Manager for the City of Oregon City.***Nancy S. Ide*  
Notary Public for OregonMy commission expires: 11/12/2017

APN: 00859333

Statutory Warranty Deed  
- continued

File No.: 7072-2258750 (sh)

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Clackamas, State of Oregon, described as follows:

**A tract of land being a portion of the Northeast quarter of Section 6, Township 3 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon, more particularly described as follows:**

Commencing at a 3/4" iron pipe at the Southeast corner of Lot 12, "Ryan's Mount Pleasant Tracts No. 1", a Plat of Record in said Section 6, said iron pipe being on the Northerly right-of-way line of Warner Parrott Road (County Road No. 61) (30.00 feet from centerline); thence leaving said right-of-way line North 00°20'03" West, along the East line of said lot a distance of 240.32 feet to the Northeast corner thereof, said point also being on the Southerly right-of-way line of Marshall Street, a 30.00 foot wide public right-of-way; thence North 00°20'03" West, a distance of 30.00 feet to the Southeast corner of Lot 21, said plat of "Ryan's Mount Pleasant Tracts No. 1", also being the Southeast corner of Parcel 2, Partition Plat No. 2014-037, also a plat of record in said Section 6, said point also being on the agreement line of that certain subdivision boundary line agreement recorded in Document Number 2014-029382, Clackamas County Deed Records; thence North 00°20'03" West along said line, a distance of 159.16 feet to the Southwest corner of Lot 31, said plat of "Ryan's Mount Pleasant Tracts No. 1"; thence along the South lines of Lots 31, 30, 29, 28, 27 and the Easterly extension thereof North 89°37'17" East, a distance of 667.51 feet to the Westerly right-of-way line of Linn Avenue (County Road No. 41) (30.00 feet from centerline); thence along said Westerly right-of-way line South 00°25'05" East, a distance of 488.68 feet to the Southerly right-of-way line of Warner Parrott Road (County Road No. 61) now vacated by Ordinance No. 93-1003, recorded in Document No. 93-26143, Clackamas County Deed Records; thence along the Southerly line of said vacated road South 89°33'10" West, a distance of 5.00 feet to a point on the Westerly right-of-way line of said Linn Avenue, (35.00 feet from centerline); thence along said Westerly right-of-way line South 00°25'05" East, a distance of 259.37 feet to the beginning of a 25.00 foot radius curve to the right; thence along the arc of said curve 45.17 feet, through a central angle of 103°31'39" (the long chord bears South 51°20'44" West, a distance of 39.27 feet) to the beginning of a 252.66 foot radius curve to the right on the Northerly right-of-way line of the relocated Warner Parrott Road (County Road No. 61) (40.00 feet from centerline); thence following said Northerly right-of-way line along the arc of said curve 235.49 feet through a central angle of 53°24'07" (the long chord bears North 50°11'23" West, a distance of 227.06 feet) to the beginning of a 340.00 foot radius reverse curve to the left; thence continuing along said Northerly right-of-way line along the arc of said curve 314.67 feet through a central angle of 53°01'41" (the long chord bears North 50°00'10" West, a distance of 303.56 feet to a non-tangent point on said Northerly right-of-way line (40.00 feet from centerline); thence continuing along said Northerly right-of-way line South 89°33'10" West, a distance of 227.82 feet to the Point of Beginning.

Page 5 of 5



*17.62.050 - Standards.*

*A. All development shall comply with the following standards:*

*1. Landscaping, A minimum of fifteen percent of the lot shall be landscaped. Existing native vegetation shall be retained to the maximum extent practicable. All plants listed on the Oregon City Nuisance Plant List shall be removed from the site prior to issuance of a final occupancy permit for the building.*

**Response:** Approximately 5 of the 8 approximately 8 acres site is currently developed with active recreational turf fields, grass, and a variety of landscaping. The development proposal includes the addition of a nominal pedestrian walkway and additional landscaping within a portion of the grassy area near the Annex and retain the existing vegetation to the extent practicable. There is no known nuisance plants, on the site. The proposed changes will not reduce the amount of vegetation on the site to less than the required minimum of fifteen percent. All plants listed on the Oregon City Nuisance Plant List shall be removed from the site prior to issuance of a final occupancy permit for the building.

*a. Except as allowed elsewhere in the zoning and land division chapters of this Code, all areas to be credited towards landscaping must be installed with growing plant materials. A reduction of up to twenty-five percent of the overall required landscaping may be approved by the community development director if the same or greater amount of pervious material is incorporated in the non-parking lot portion of the site plan (pervious material within parking lots are regulated in OCMC 17.52.070).*

**Response:** All areas requested to be credited towards landscaping are installed with growing plant materials. No reduction is requested.

*b. Pursuant to Chapter 17.49, landscaping requirements within the Natural Resource Overlay District, other than landscaping required for parking lots, may be met by preserving, restoring and permanently protecting native vegetation and habitat on development sites.*

**Response:** This standard is not applicable. The site is not within the Natural Resource Overlay District.

*c. The landscaping plan shall be prepared by a registered landscape architect and include a mix of vertical (trees and shrubs) and horizontal elements (grass, groundcover, etc.) that within three years will cover one hundred percent of the Landscape area. No mulch, bark chips, or similar materials shall be allowed at the time of landscape installation except under the canopy of shrubs and within two feet of the base of trees. The community development department shall maintain a list of trees, shrubs and vegetation acceptable for landscaping.*

**Response:** The applicant submitted a landscape plan, stamped by a registered landscape architect, that meets the required three year/100 percent coverage requirement.

*d. For properties within the Downtown Design District, or for major remodeling in all zones subject to this chapter, landscaping shall be required to the extent practicable up to the ten percent requirement.*

**Response:** This standard is not applicable. The property is not within the Downtown Design District.

*e. Landscaping shall be visible from public thoroughfares to the extent practicable.*

**Response:** The majority of the site is landscaped and the proposed landscaping is visible from both Linn Avenue and Warner Parrott Road.

*f. Interior parking lot landscaping shall not be counted toward the fifteen percent minimum, unless otherwise permitted by the dimensional standards of the underlying zone district.*

**Response:** The interior parking lot landscaping is not counted toward the fifteen percent minimum. The majority of the site is covered in turfed play fields.

## **2. Vehicular Access and Connectivity.**

*a. Parking areas shall be located behind buildings, below buildings, or on one or both sides of buildings.*

**Response:** The site is nonconforming, as an existing parking lot is already located between the Annex building and the Warner Milne frontage. Though minor adjustments to the striping within this parking lot is proposed, the extent of the boundaries of the parking lot is not being modified and thus this standard is not applicable.

*b. Ingress and egress locations on thoroughfares shall be located in the interest of public safety. Access for emergency services (fire and police) shall be provided.*

**Response:** No new driveways or alterations to existing ingress or egress locations are proposed.

*c. Alleys or vehicular access easements shall be provided in the following Districts: R-2, MUC-1, MUC-2, MUD and NC zones unless other permanent provisions for access to off-street parking and loading facilities are approved by the decision-maker. The corners of alley intersections shall have a radius of not less than ten feet.*

**Response:** This standard is not applicable. The proposed zone is Institutional.

*d. Sites abutting an alley shall be required to gain vehicular access from the alley unless deemed impracticable by the community development director.*

**Response:** This standard is not applicable. The site does not abut an alley.

*e. Where no alley access is available, the development shall be configured to allow only one driveway per frontage. On corner lots, the driveway(s) shall be located off of the side street (unless the side street is an arterial) and away from the street intersection. Shared driveways shall be required as needed to accomplish the requirements of this section. The location and design of pedestrian access from the sidewalk shall be emphasized so as to be clearly visible and distinguishable from the vehicular access to the site. Special landscaping, paving, lighting, and architectural treatments may be required to accomplish this requirement.*

**Response:** No new driveways or alterations to existing ingress or egress locations are proposed.

*f. Driveways that are at least twenty-four feet wide shall align with existing or planned streets on adjacent sites.*

**Response:** This standard is not applicable. No new driveways are proposed and there are no existing or planned streets on adjacent sites.

*g. Development shall be required to provide existing or future connections to adjacent sites through the use of vehicular and pedestrian access easements where applicable. Such easements shall be required in addition to applicable street dedications as required in Chapter 12.04.*

**Response:** This standard is not applicable. The proposal does not include any changes to the vehicular access onsite. The adjacent sites are developed as residential uses.

*h. Vehicle and pedestrian access easements may serve in lieu of streets when approved by the decision maker only where dedication of a street is deemed impracticable by the city.*

**Response:** This standard is not applicable. No streets are proposed or required.

*i. Vehicular and pedestrian easements shall allow for public access and shall comply with all applicable pedestrian access requirements.*

**Response:** This standard is not applicable. No easements are proposed.

*j. In the case of dead-end stub streets that will connect to streets on adjacent sites in the future, notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future.*

**Response:** This standard is not applicable. No stub streets are proposed.

*k. Parcels larger than three acres shall provide streets as required in Chapter 12.04. The streets shall connect with existing or planned streets adjacent to the site.*

**Response:** This standard is not applicable. The site is over 8 acres in size, however, only minor exterior alterations are proposed. The proposed development does not warrant the nexus or proportionality to require a street connection through the site.

*l. Parking garage entries shall not dominate the streetscape. They shall be designed and situated to be ancillary to the use and architecture of the ground floor. This standard applies to both public garages and any individual private garages, whether they front on a street or private interior access road.*

**Response:** This standard is not applicable. No parking garages are proposed.

*m. Buildings containing above-grade structured parking shall screen such parking areas with landscaping or landscaped berms, or incorporate contextual architectural elements that complement adjacent buildings or buildings in the area. Upper level parking garages shall use articulation or fenestration treatments that break up the massing of the garage and/or add visual interest.*

**Response:** This standard is not applicable. No above-grade parking structures are proposed.

*3. Building structures shall be complimentary to the surrounding area. All exterior surfaces shall present a finished appearance. All sides of the building shall include materials and design characteristics consistent with those on the front. Use of inferior or lesser quality materials for side or rear facades or decking shall be prohibited.*

*a. Alterations, additions and new construction located within the McLoughlin Conservation District, Canemah National Register District, and the Downtown Design District and when abutting a designated Historic Landmark shall utilize materials and a design that incorporates the architecture of the subject building as well as the surrounding district or abutting Historic Landmark. Historic materials such as doors, windows and siding shall be retained or replaced with in kind materials unless the community development director determines that the materials cannot be retained and the new design and materials are compatible with the subject building, and District or Landmark. The community development director may utilize the Historic Review Board's Guidelines for New Construction (2006) to develop findings to show compliance with this section.*

*b. In historic areas and where development could have a significant visual impact, the review authority may request the advisory opinions of appropriate experts designated by the community development director from the design fields of architecture, landscaping and urban planning. The applicant shall pay the costs associated with obtaining such independent professional advice; provided, however, that the review authority shall seek to minimize those costs to the extent practicable.*

**Response:** The proposal calls for the use of consistent material on all sides of the Annex. The property is not located within any of the identified districts nor does it abut a designated historic landmark. The materials proposed are allowed in the Oregon City Municipal Code and complement commercial development throughout the City. All exterior surfaces present a finished appearance and the sides of the building include materials and design characteristics consistent with those on the front.

*8. Sidewalks and curbs shall be provided in accordance with the city's transportation master plan and street design standards. Upon application, the community development director may waive this requirement in whole or in part in those locations where there is no probable need, or comparable alternative location provisions for pedestrians are made.*

**Response:** Due to the relatively small scale of the exterior building alterations, the proposal does not include installation of street improvements.

*9. A well-marked, continuous and protected on-site pedestrian circulation system meeting the following standards shall be provided:*

*a. Pathways between all building entrances and the street are required. Pathways between the street and buildings fronting on the street shall be direct. Exceptions may be allowed by the director where steep slopes or protected natural resources prevent a direct connection or where an indirect route would enhance the design and/or use of a common open space.*

**Response:** The existing site includes a walkway from the school to Linn Avenue and a blocked walkway from the rear of the Annex to Linn Avenue. The project includes nonconforming

upgrades to the site including removing the blocked walkway to Linn Avenue as well as installation of a direct pedestrian accessway from the front of the Annex to Linn Avenue.

*b. The pedestrian circulation system shall connect all main entrances on the site. For buildings fronting on the street, the sidewalk may be used to meet this standard. Pedestrian connections to other areas of the site, such as parking areas, recreational areas, common outdoor areas, and any pedestrian amenities shall be required.*

**Response:** The site is currently developed with a network of interior sidewalks and sidewalks within the adjacent right-of-way connecting the site. The project includes nonconforming upgrades to the site including removing the blocked walkway to Linn Avenue as well as installation of a direct pedestrian accessway from the front of the Annex to Linn Avenue to allow greater connections onsite.

*c. Elevated external stairways or walkways, that provide pedestrian access to multiple dwelling units located above the ground floor of any building are prohibited. The community development director may allow exceptions for external stairways or walkways located in, or facing interior courtyard areas provided they do not compromise visual access from dwelling units into the courtyard.*

**Response:** This standard is not applicable. No elevated external stairways or walkways are proposed.

*d. The pedestrian circulation system shall connect the main entrances of adjacent buildings on the same site.*

**Response:** The site is currently developed with a network of interior sidewalks and sidewalks within the adjacent right-of-way connecting the site. The project includes nonconforming upgrades to the site including removing the blocked walkway to Linn Avenue as well as installation of a direct pedestrian accessway from the front of the Annex to Linn Avenue to allow greater connections onsite.

*e. The pedestrian circulation system shall connect the principal building entrance to those of buildings on adjacent commercial and residential sites where practicable. Walkway linkages to adjacent developments shall not be required within industrial developments or to industrial developments or to vacant industrially-zoned land.*

**Response:** The site is currently developed with a network of interior sidewalks and sidewalks within the adjacent right-of-way connecting the site. The project includes nonconforming upgrades to the site including removing the blocked walkway to Linn Avenue as well as installation of a direct pedestrian accessway from the front of the Annex to Linn Avenue to improve pedestrian connections to adjacent properties.

*f. On-site pedestrian walkways shall be hard surfaced, well drained and at least five feet wide. Surface material shall contrast visually to adjoining surfaces. When bordering parking spaces other than spaces for parallel parking, pedestrian walkways shall be a minimum of seven feet in width unless curb stops are provided. When the pedestrian circulation system is parallel and adjacent to an auto travel lane, the walkway shall be raised or separated from the auto travel*



*lane by a raised curb, bollards, landscaping or other physical barrier. If a raised walkway is used, the ends of the raised portions shall be equipped with curb ramps for each direction of travel. Pedestrian walkways that cross drive isles or other vehicular circulation areas shall utilize a change in textual material or height to alert the driver of the pedestrian crossing area.*

**Response:** The site is considered nonconforming for a variety of reasons, including a sidewalk adjacent to the front of the Annex which is 4 feet in width (west of the main entrance). Nonconforming upgrades to the site have been proposed including widening the 4 foot wide sidewalk located between the building and landscaping to 5 feet. The sidewalk will be hard surfaced, well drained, five feet wide and will contrast visually to adjoining surfaces.

The project also entails extending an on-site pedestrian walkway from the front of the Annex to Linn Avenue, which will be hard-surfaced, well drained, five feet in width, and visually contrasting to adjoining surfaces.

*10. There shall be provided adequate means to ensure continued maintenance and necessary normal replacement of private common facilities and areas, drainage ditches, streets and other ways, structures, recreational facilities, landscaping, fill and excavation areas, screening and fencing, groundcover, garbage storage areas and other facilities not subject to periodic maintenance by the city or other public agency.*

**Response:** The City of Oregon City is the property owner and adequate funds are budgeted to ensure the continued maintenance of the identified areas. The City will assure continued maintenance and necessary normal replacement of private common facilities and areas, drainage ditches, streets and other ways, structures, recreational facilities, landscaping, fill and excavation areas, screening and fencing, groundcover, garbage storage areas and other facilities not subject to periodic maintenance by the city or other public agency.

*13. All development shall maintain continuous compliance with applicable federal, state, and city standards pertaining to air and water quality, odor, heat, glare, noise and vibrations, outdoor storage, radioactive materials, toxic or noxious matter, and electromagnetic interference. Prior to issuance of a building permit, the community development director or building official may require submission of evidence demonstrating compliance with such standards and receipt of necessary permits. The review authority may regulate the hours of construction or operation to minimize adverse impacts on adjoining residences, businesses or neighborhoods. The emission of odorous gases or other matter in such quantity as to be readily detectable at any point beyond the property line of the use creating the odors or matter is prohibited.*

**Response:** The applicant proposes compliance with applicable federal, state, and city standards pertaining to air and water quality, odor, heat, glare, noise and vibrations, outdoor storage, radioactive materials, toxic or noxious matter, and electromagnetic interference. Prior to issuance of a building permit, the community development director or building official may require submission of evidence demonstrating compliance with such standards and receipt of necessary permits. The review authority may regulate the hours of construction or operation to minimize adverse impacts on adjoining residences, businesses or neighborhoods. The emission

of odorous gases or other matter in such quantity as to be readily detectable at any point beyond the property line of the use creating the odors or matter is prohibited.

*14. Adequate public water and sanitary sewer facilities sufficient to serve the proposed or permitted level of development shall be provided. The applicant shall demonstrate that adequate facilities and services are presently available or can be made available concurrent with development. Service providers shall be presumed correct in the evidence, which they submit. All facilities shall be designated to city standards as set out in the city's facility master plans and public works design standards. A development may be required to modify or replace existing offsite systems if necessary to provide adequate public facilities. The city may require over sizing of facilities where necessary to meet standards in the city's facility master plan or to allow for the orderly and efficient provision of public facilities and services. Where over sizing is required, the developer may request reimbursement from the city for over sizing based on the city's reimbursement policy and fund availability, or provide for recovery of costs from intervening properties as they develop.*

**Response:** No new structures are proposed. The existing public water and sanitary sewer facilities are sufficient to serve the proposed government office use.

*15. Adequate right-of-way and improvements to streets, pedestrian ways, bike routes and bikeways, and transit facilities shall be provided and be consistent with the city's transportation master plan and design standards and this title. Consideration shall be given to the need for street widening and other improvements in the area of the proposed development impacted by traffic generated by the proposed development. This shall include, but not be limited to, improvements to the right-of-way, such as installation of lighting, signalization, turn lanes, median and parking strips, traffic islands, paving, curbs and gutters, sidewalks, bikeways, street drainage facilities and other facilities needed because of anticipated vehicular and pedestrian traffic generation. Compliance with [Chapter] 12.04, Streets, Sidewalks and Public Places shall be sufficient to achieve right-of-way and improvement adequacy.*

**Response:** No right-of-way improvements or transit facilities are proposed or required as a result of the proposed exterior structure and site modifications.

*16. If a transit agency, upon review of an application for an industrial, institutional, retail or office development, recommends that a bus stop, bus turnout lane, bus shelter, accessible bus landing pad, lighting, or transit stop connection be constructed, or that an easement or dedication be provided for one of these uses, consistent with an agency adopted or approved plan at the time of development, the review authority shall require such improvement, using designs supportive of transit use. Improvements at a major transit stop may include intersection or mid-block traffic management improvements to allow for crossings at major transit stops, as identified in the transportation system plan.*

**Response:** No transit improvements have been identified.

*17. All utility lines shall be placed underground.*

**Response:** This standard is not applicable. No new utility lines are proposed.

*18. Access and facilities for physically handicapped people shall be incorporated into the site and building design consistent with applicable federal and state requirements, with particular attention to providing continuous, uninterrupted access routes.*

**Response:** An ADA accessible route will be provided from the sidewalk to the structure.

*19. For a residential development, site layout shall achieve at least eighty percent of the maximum density of the base zone for the net developable area. Net developable area excludes all areas for required right-of-way dedication, land protected from development through Natural Resource or Geologic Hazards protection, and required open space or park dedication.*

**Response:** This standard is not applicable. The proposal is not for a residential development

**20. Screening of Mechanical Equipment:**

*a. Rooftop mechanical equipment, including HVAC equipment and utility equipment that serves the structure, shall be screened. Screening shall be accomplished through the use of parapet walls or a sight-obscuring enclosure around the equipment constructed of one of the primary materials used on the primary facades of the structure, and that is an integral part of the building's architectural design. The parapet or screen shall completely surround the rooftop mechanical equipment to an elevation equal to or greater than the highest portion of the rooftop mechanical equipment being screened. In the event such parapet wall does not fully screen all rooftop equipment, then the rooftop equipment shall be enclosed by a screen constructed of one of the primary materials used on the primary facade of the building so as to achieve complete screening.*

**Response:** The existing HVAC system is proposed for removal and will be replaced with a high efficiency system. The existing indoor mechanical penthouse area of the building would be converted to an outdoor mechanical roof platform where the heat recovery ventilator unit and outdoor condensing unit of the variable refrigerant flow system would be located. This area will be architecturally screened with quality exterior metal vented material.

*b. Wall-mounted mechanical equipment shall not be placed on the front facade of a building or on a facade that faces a right-of-way. Wall-mounted mechanical equipment, including air conditioning or HVAC equipment and groups of multiple utility meters, that extends six inches or more from the outer building wall shall be screened from view from streets; from residential, public, and institutional properties; and from public areas of the site or adjacent sites through the use of (a) sight-obscuring enclosures constructed of one of the primary materials used on the primary facade of the structure, (b) sight-obscuring fences, or (c) trees or shrubs that block at least eighty percent of the equipment from view or (d) painting the units to match the building. Wall-mounted mechanical equipment that extends six inches or less from the outer building wall shall be designed to blend in with the color and architectural design of the subject building.*

**Response:** This standard is not applicable. No wall-mounted mechanical equipment is proposed.

*c. Ground-mounted above-grade mechanical equipment shall be screened by ornamental fences, screening enclosures, trees, or shrubs that block at least eighty percent of the view. Placement and type of screening shall be determined by the community development director.*

**Response:** This standard is not applicable. No ground-mounted mechanical equipment is proposed.

*d. All mechanical equipment shall comply with the standards in this section. If mechanical equipment is installed outside of the site plan and design review process, planning staff shall review the plans to determine if additional screening is required. If the proposed screening meets this section, no additional planning review is required.*

**Response:** All mechanical equipment complies with the standards and is proposed for installation through the site plan and design review process.

*e. This section shall not apply to the installation of solar energy panels, photovoltaic equipment or wind power generating equipment.*

**Response:** This standard is not applicable. No solar panels, photovoltaic equipment or wind power generating equipment is proposed.

## **21. Building Materials.**

*a. Preferred building materials. Building exteriors shall be constructed from high quality, durable materials. Preferred exterior building materials that reflect the city's desired traditional character are as follows:*

*i. Brick.*

*ii. Basalt stone or basalt veneer.*

*iii. Narrow horizontal wood or composite siding (generally five inches wide or less); wider siding will be considered where there is a historic precedent.*

*iv. Board and baton siding.*

*v. Other materials subject to approval by the community development director.*

*vi. Plywood with battens or fiber/composite panels with concealed fasteners and contiguous aluminum sections at each joint that are either horizontally or vertically aligned.*

*vii. Stucco shall be trimmed in wood, masonry, or other approved materials and shall be*

**Response:** The applicant proposes the use of painted cement panel board, painted cement panel lap siding, tongue and groove wood paneling, and rooftop metal louvers.

*b. Prohibited materials. The following materials shall be prohibited in visible locations unless an exception is granted by the community development director based on the integration of the material into the overall design of the structure.*

*i. Vinyl or plywood siding (including T-111 or similar plywood).*

*ii. Glass block or highly tinted, reflected, translucent or mirrored glass (except stained glass) as more than ten percent of the building facade.*

*iii. Corrugated fiberglass.*

*iv. Chain link fencing (except for temporary purposes such as a construction site or as a gate for a refuse enclosure).*

*[v.] Crushed colored rock/crushed tumbled glass.*

*[vi.] Non-corrugated and highly reflective sheet metal.*

**Response:** This standard is not applicable. The identified materials are not proposed.

*c. Special material standards: The following materials are allowed if they comply with the requirements found below:*

*1. Concrete block. When used for the front facade of any building, concrete blocks shall be split, rock- or ground-faced and shall not be the prominent material of the elevation. Plain concrete block or plain concrete may be used as foundation material if the foundation material is not revealed more than three feet above the finished grade level adjacent to the foundation wall.*

*2. Metal siding. Metal siding shall have visible corner moldings and trim and incorporate masonry or other similar durable/permanent material near the ground level (first two feet above ground level).*

*3. Exterior Insulation and Finish System (EIFS) and similar toweled finishes shall be trimmed in wood, masonry, or other approved materials and shall be sheltered from extreme weather by roof overhangs or other methods.*

*4. Building surfaces shall be maintained in a clean condition and painted surfaces shall be maintained to prevent or repair peeling, blistered or cracking paint.*

**Response:** This standard is not applicable. No special materials are proposed.

*17.62.055 - Institutional and commercial building standards.*

*A. Purpose. The primary objective of the regulations contained in this section is to provide a range of design choices that promote creative, functional, and cohesive development that is compatible with surrounding areas. Buildings approved through this process are intended to serve multiple tenants over the life of the building, and are not intended for a one-time occupant. The standards encourage people to spend time in the area, which also provides safety though informal surveillance. Finally, this section is intended to promote the design of an urban environment that is built to human scale by creating buildings and streets that are attractive to pedestrians, create a sense of enclosure, provide activity and interest at the intersection of the public and private spaces, while also accommodating vehicular movement.*

*B. Applicability. In addition to Section 17.62.050 requirements, institutional and commercial buildings shall comply with design standards contained in this section.*

**Response:** The section applies to the proposed institutional development.

*C. Relationship between zoning district design standards and requirements of this section.*

*1. Building design shall contribute to the uniqueness of the underlying zoning district by applying appropriate materials, elements, features, color range and activity areas tailored specifically to the site and its context.*

**Response:** The proposal is to modify the exterior of the building by expanding the number of windows, and enhancing the entranceway as required in the Oregon City Municipal Code. The proposed development will replace materials which are in poor condition and will allow the building to last far into the future. The proposed development uses materials allowed in the code and commonly found around the City. The structure will invite the public in and create an anchor on the south-east corner of the site. No new structures are proposed.



*2. A standardized prototype or franchise design shall be modified if necessary to meet the provisions of this section.*

**Response:** This standard is not applicable. The proposal is to accommodate the relocation of the City's Community Development Department by minimally modifying an existing structure.

*3. In the case of a multiple building development, each individual building shall include predominant characteristics, architectural vocabulary and massing shared by all buildings in the development so that the development forms a cohesive place within the underlying zoning district or community.*

**Response:** No new structures are proposed. The proposed building design does not alter the massing, predominant characters, or architectural vocabulary of the structure and all of the building materials proposed are allowed within the Oregon City Municipal Code and commonly found throughout the City. The proposed alterations will add additional windows to increase transparency to resemble the transparency on the existing school structure.

*4. With the exception of standards for building orientation and building front setbacks, in the event of a conflict between a design standard in this section and a standard or requirement contained in the underlying zoning district, the standard in the zoning district shall prevail.*

*5. On sites with one hundred feet or more of frontage at least sixty percent of the site frontage width shall be occupied by buildings placed within five feet of the property line, unless a greater setback is accepted under the provisions of Section 17.62.055D. For sites with less than one hundred feet of street frontage, at least fifty percent of the site frontage width shall be occupied by buildings placed within five feet of the property line unless a greater setback is accepted under the provisions of Section 17.62.055D.*

**Response:** This standard is not applicable. No new structures are proposed and no conflicts have presented themselves.

#### *D. Relationship of Buildings to Streets and Parking.*

*1. Buildings shall be placed no farther than five feet from the front property line. A larger front yard setback may be approved through site plan and design review if the setback area incorporates at least one element from the following list for every five feet of increased setback requested:*

- a. Tables, benches or other approved seating area.*
- b. Cobbled, patterned or paved stone or enhanced concrete.*
- c. Pedestrian scale lighting.*
- d. Sculpture/public art.*
- e. Fountains/Water feature.*
- f. At least twenty square feet of landscaping or planter boxes for each tenant facade fronting on the activity area.*
- g. Outdoor café.*
- h. Enhanced landscaping or additional landscaping.*
- i. Other elements, as approved by the community development director, that can meet the intent of this section.*

**Response:** This standard is not applicable. No new structures are proposed. The request is for approval to modify the exterior of the building.

*2. The front most architecturally significant facade shall be oriented toward the street and shall be accessed from a public sidewalk. Primary building entrances shall be clearly defined and recessed or framed by a sheltering element such as an awning, arcade or portico in order to provide shelter from the summer sun and winter weather.*

**Response:** The proposed exterior remodel will highlight the street facing façade of the Annex with exterior alterations including amending the roofline to reveal a sheltering canopy over the main entranceway, installation of lighting, and installation of wood highlights near the entry. As well as an additional window. In addition, the proposal would install a sidewalk from the front entrance to the adjacent Linn Avenue.

*3. Entryways. The primary entranceway for each commercial or retail establishment shall face the major street. The entrance may be recessed behind the property line a maximum of five feet unless a larger setback is approved pursuant to Section 17.62.055.D.1 and shall be accessed from a public sidewalk. Primary building entrances shall be clearly defined, highly visible and recessed or framed by a sheltering element including at least four of the following elements, listed below.*

- a. Canopies or porticos;*
- b. Overhangs;*
- c. Recesses/projections;*
- d. Arcades;*
- e. Raised corniced parapets over the door;*
- f. Peaked roof forms;*
- g. Arches;*
- h. Outdoor patios;*
- i. Display windows;*
- j. Architectural details such as tile work and moldings which are integrated into the building structure and design;*
- k. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.*
- l. Planter boxes and street furniture placed in the right-of-way shall be approved for use according to materials, scale and type.*

**Response:** The site is nonconforming as the existing structure is located further than 5 feet back from the street. Though no new structures or additions to the existing structure is proposed, following the proposed development, the front, primary entranceway will have a canopy, overhang in eve, display windows, landscaped plantings, and installation of wood accents to highlight the entrance.

*4. Where additional stores will be located in the large retail establishment, each such store shall have at least one exterior customer entrance, which shall conform to the same requirements. (Ord. 01-1002 §2, 2001)*

**Response:** This standard is not applicable. This is not a retail development.

5. Trellises, canopies and fabric awnings may project up to five feet into front setbacks and public rights-of-way, provided that the base is not less than eight feet at the lowest point and no higher than ten feet above the sidewalk. Awnings shall be no longer than a single storefront.

**Response:** This standard is not applicable. No encroachments into the front setback are proposed.

#### E. Corner Lots.

For buildings located at the corner of intersections, the primary entrance of the building shall be located at the corner of the building or within twenty-five feet of the corner of the building. Additionally, one of the following treatments shall be required:

1. Incorporate prominent architectural elements, such as increased building height or massing, cupola, turrets, or pitched roof, at the corner of the building or within twenty-five feet of the corner of the building.
2. Chamfer the corner of the building (i.e. cut the corner at a forty-five-degree angle and a minimum of ten feet from the corner) and incorporate extended weather protection (arcade or awning), special paving materials, street furnishings, or plantings in the chamfered area.

**Response:** The site is located at the corner of Linn Avenue and Warner Parrott Road. The configuration of the site extends the corner adjacent to the entire frontage of the Annex. Due to the odd configuration of the site, a roundabout is proposed in the Oregon City Transportation System Plan which would create a context where all of the Warner Parrot frontage faces a corner. Though no new structures or additions to the existing structure is proposed, the development includes alterations to the roofline of the primary entranceway facing Warner Parrott to highlight the entranceway.



#### F. Commercial First Floor Frontage.

In order to ensure that the ground floor of structures have adequate height to function efficiently for retail uses, the first floor height to finished ceiling of new infill buildings in the mixed use and neighborhood commercial districts shall be no lower than fourteen feet floor to floor. Where appropriate, the exterior facade at the ceiling level of new structures shall include banding, a change of materials or relief which responds to the cornice lines and window location of existing buildings that abut new structures.

**Response:** This standard is not applicable. The proposal would change the zoning designation to Institutional, and not commercial or mixed-use.

*G. Variation in Massing.*

*1. A single, large, dominant building mass shall be avoided in new buildings and, to the extent reasonably feasible, in development projects involving changes to the mass of existing buildings.*

**Response:** The proposal is to modify the exterior of the structure, eliminating the appearance of a single, large, dominant building with changes in the roofline, installation of windows, and with exterior building materials.

*2. Horizontal masses shall not exceed a height: width ratio of one-to-three without substantial variation in massing that includes a change in height and projecting or recessed elements.*

**Response:** This standard is not applicable. No changes to the building height or width is proposed.

*3. Changes in mass shall be related to entrances, the integral structure and/or the organization of interior spaces and activities and not merely for cosmetic effect.*

**Response:** The proposal calls for enhancing the primary entrance of the structure with architectural features and a change in roof line.

*H. Minimum Wall Articulation.*

*1. Facades shall add architectural interest and variety and avoid the effect of a single, long or massive wall with no relation to human size. No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding thirty feet without including, but not be limited to, at least two of the following:*

*i. Change in plane,*

*ii Change in texture or masonry pattern or color,*

*iii. Windows, treillage with landscaping appropriate for establishment on a trellis.*

*iv. An equivalent element that subdivides the wall into human scale proportions.*

**Response:** The proposed modification to the exterior of the structure brings the building into compliance with this standard. The installation of additional windows, a variety of siding and changes to exterior building material will comply with this standard. No changes to the massing, articulation or plane of the structure are proposed.

*2. Facades greater than one hundred feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the facade and extending at least twenty percent of the length of the facade. No uninterrupted length of any facade shall exceed one hundred horizontal feet.*

**Response:** The structure was constructed prior to adoption of this standard and does not comply. The proposal would not result in a change to the projection or recess of the structure, simply alterations to the roofline and the exterior building material and transparency. Though the proposal would create interest, and bring the building the existing structure closer into compliance with this standard, this standard is not applicable.

*3. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty percent of their horizontal length.*

**Response:** The proposal is to modify the exterior of an existing structure. The proposal would not alter the windows, entrance points, arcades or awnings on the north or the west façade. The proposal would increase the transparency on the east façade (adjacent to Linn Avenue) from 33% ( $20/60=0.33$ ) to 60% ( $36/60=0.6$ ) and increase the transparency on the south façade (adjacent to Warner Parrott) from 15% ( $18/118=0.15$ ) to 37% ( $37/118=0.31$ ), however, there is a roof overhang of approximately 3.5 feet across the entire southern façade.

*4. Building facades must include a repeating pattern that includes any one or more of the following elements:*

- a. Color change;*
- b. Texture change;*
- c. Material module change.*

**Response:** The proposed modifications to the exterior of the structure includes material, color and texture change from cement panel board and cement panel lap siding, as well as tongue and groove wood paneling, resulting in changes to the color and texture of the texture building material.

*5. Facades shall have an expression of architectural or structural bays through a change in plane no less than twelve inches in width, such as an offset, reveal or projecting rib.*

**Response:** No changes to the building size or envelope are proposed. The structural beams of the roof are expressed at the roof eave and the existing entries to the building are inset to delineate an entrance.

*6. Facades shall have at least one of elements subsections H.4. or H.5. of this section repeat horizontally. All elements shall repeat at intervals of no more than thirty feet, either horizontally or vertically.*

**Response:** The façade will have horizontal breaks between panels that are similar the structural beams of the roof.

#### *I. Facade Transparency.*

*1. Transparent windows or doors facing the street are required. The main front elevation shall provide at least sixty percent windows or transparency at the pedestrian level. Facades on corner lots shall provide at least sixty percent windows or transparency on all corner-side facades. All other side elevations shall provide at least thirty percent transparency. The transparency is measured in lineal fashion. For example, a one hundred-foot long building elevation shall have at least sixty feet (sixty percent of one hundred feet) of transparency in length. Reflective, glazed, mirrored or tinted glass is limited to ten percent of the lineal footage of windows on the street facing facade. Highly reflective or glare-producing glass with a reflective factor of one-quarter or greater is prohibited on all building facades. Any glazing materials shall have a maximum fifteen percent outside visual light reflectivity value. No exception shall be made for reflective glass styles that appear transparent when internally illuminated.*

**Response:** The proposal would increase the transparency on the east façade (adjacent to Linn Avenue) from 33% ( $20/60=0.33$ ) to 60% ( $36/60=0.6$ ) and increase the transparency on the



south façade (adjacent to Warner Parrott) from 15% ( $18/118=0.15$ ) to 37% ( $37/118=0.31$ ), which is in greater conformance with the code. No changes to the transparency of the north or west façade are proposed.

*2. Side or rear walls that face walkways may include false windows and door openings only when actual doors and windows are not feasible because of the nature of the use of the interior use of the building. False windows located within twenty feet of a right-of-way shall be utilized as display windows with a minimum display depth of thirty-six inches.*

**Response:** The walls that face walkways include actual windows and doors. No false doors or windows are proposed.

#### *J. Roof Treatments.*

*1. All facades shall have a recognizable "top" consisting of, but not limited to:*

*a. Cornice treatments, other than just colored "stripes" or "bands," with integrally textured materials such as stone or other masonry or differently colored materials; or*

*b. Sloping roof with overhangs and brackets; or*

*c. Stepped parapets;*

*d. Special architectural features, such as bay windows, decorative roofs and entry features may project up to three feet into street rights-of-way, provided that they are not less than nine feet above the sidewalk.*

**Response:** The roof has a 2/12 pitch with 4-foot overhangs.

*2. Mixed use buildings: For flat roofs or facades with a horizontal eave, fascia, or parapet, the minimum vertical dimension of roofline modulation is the greater of two feet or 0.1 multiplied by the wall height (finish grade to top of wall). The maximum length of any*

**Response:** This standard is not applicable. This is not a mixed-use structure.

*3. Other roof forms consistent with the design standards herein may satisfy this standard if the individual segments of the roof with no change in slope or discontinuity are less than forty feet in width (measured horizontally).*

**Response:** The roof eave line will be broken at the entry to enhance it. The roof is 33'-9" horizontally from the center ridgeline to the edge of the overhang. The roof is 24'-7" horizontally from the center ridgeline to the change in slope that occurs due to the new entry canopy. The overall dimensions of the roof are 120' by 67'-8".

#### *K. Drive-through facilities shall:*

*1. Be located at the side or rear of the building.*

*2. Be designed to maximize queue storage on site.*

**Response:** This standard is not applicable. No drive-through is proposed.

#### *17.62.056 - Additional standards for large retail establishments.*

**Response:** These standards are not applicable. The proposal is not for a retail establishment.

#### *17.62.057 - Multi-family standards.*

*B. Applicability. In addition to Section 17.62.050 requirements, all multi-family buildings shall comply with the design standards contained in this section. Cottage Housing Development shall follow OCMC 17.62.58 instead of this section.*

**Response:** This standard is not applicable. The proposal is not for a multi-family building.

#### *17.62.059 - Cottage housing.*

##### *A. Applicability.*

*These guidelines apply to all cottage developments in any applicable zone within the city. Cottages are considered multi-family development and are subject to all the applicable sections of OCMC 17.62 Site Plan and Design Review and OCMC 17.52 Off Street Parking and Loading. However, this section replaces OCMC 17.62.057—Multifamily. The proposed development shall be processed under the Type II Land Use process and shall remain one lot. Where there is a conflict between these standards and the standards in other chapters, the Cottage Housing standards shall apply.*

**Response:** This standard is not applicable. The proposal is not for cottage housing.

#### *17.62.065 - Outdoor lighting.*

##### *B. Applicability.*

##### *1. General.*

*a. All exterior lighting for any type of commercial, mixed-use, industrial or multi-family development shall comply with the standards of this section, unless excepted in subsection B.3.*  
*b. The city engineer/public works director shall have the authority to enforce these regulations on private property if any outdoor illumination is determined to present an immediate threat to the public health, safety and welfare.*

**Response:** The proposal is for an institutional development and will comply with this section.

##### *2. Lighting Plan Requirement.*

*All commercial, industrial, mixed-use, cottage housing and multi-family developments shall submit a proposed exterior lighting plan. The plan must be submitted concurrently with the site plan. The exterior lighting plan shall include plans and specifications for streetlights, parking lot lights, and exterior building lights. The specifications shall include details of the pole, fixture height and design, lamp type, wattage, and spacing of lights.*

**Response:** Exterior lighting is identified on the site plan. New lighting is proposed under the entrance canopy of the southern entryway and an up-light at the base of a new flagpole.

##### *3. Excepted Lighting.*

*The following types of lighting are excepted from the requirements of this section.*

- a. Residential lighting for single-family attached and detached homes, and duplexes.*
- b. Public street and right-of-way lighting.*
- c. Temporary decorative seasonal lighting provided that individual lamps have a light output of sixty watts or less.*
- d. Temporary lighting for emergency or nighttime work and construction.*
- e. Temporary lighting for theatrical, television, and performance areas, or for special public events.*

*f. Lighting for a special district, street, or building that, according to an adopted municipal plan or ordinance, is determined to require special lighting aesthetics as part of its physical character.*

*g. Lighting required and regulated by the Federal Aviation Administration.*

**Response:** This standard is not applicable. No lighting identified as excepted is proposed.

*C. General Review Standard. If installed, all exterior lighting shall meet the functional security needs of the proposed land use without adversely affecting adjacent properties or the community. For purposes of this section, properties that comply with the design standards of subsection D. below shall be deemed to not adversely affect adjacent properties or the community.*

*D. Design and Illumination Standards.*

*General Outdoor Lighting Standard and Glare Prohibition.*

*1. Outdoor lighting, if provided, shall be provided in a manner that enhances security, is appropriate for the use, avoids adverse impacts on surrounding properties, and the night sky through appropriate shielding as defined in this section. Glare shall not cause illumination on other properties in excess of a measurement of 0.5 footcandles of light as measured at the property line. In no case shall exterior lighting add more than 0.5 footcandle to illumination levels at any point off-site. Exterior lighting is not required except for purposes of public safety. However, if installed, all exterior lighting shall meet the following design standards:*

**Response:** The only new lighting proposed is located under the entrance canopy of the southern entryway. These are down lights only, with shielding to control the spread. No landscape lighting, building lighting that is casting upwards, or lighting along the sidewalk or property line, is proposed. Existing street lights affixed to utility poles provide safety lighting in the parking lots. Glare on adjacent properties will not exceed 0.5 footcandles.

*2. Any light source or lamp that emits more than nine hundred lumens (thirteen watt compact fluorescent or sixty watt incandescent) shall be concealed or shielded with a full cut-off style fixture in order to minimize the potential for glare and unnecessary diffusion on adjacent property. All fixtures shall utilize one of the following bulb types: metal halide, induction lamp, compact fluorescent, incandescent (including tungsten-halogen), or high pressure sodium with a color rendering index above seventy.*

**Response:** No light source or lamp that emits more than 900 lumens is proposed. This standard is not applicable.

*3. The maximum height of any lighting pole serving a multi-family residential use shall be twenty feet. The maximum height serving any other type of use shall be twenty-five feet, except in parking lots larger than five acres, the maximum height shall be thirty-five feet if the pole is located at least one hundred feet from any residential use.*

**Response:** This standard is not applicable. The proposal is not for a multi-family use.

*4. Lighting levels:*

*Table 1-17.62.065. Foot-candle Levels*

Location	Min	Max	Avg
Pedestrian Walkways	0.5	7:1 max/min ratio	1.5
Pedestrian Walkways in Parking Lots		10:1 max/min ratio	0.5
Pedestrian Accessways	0.5	7:1 max/min ratio	1.5
Building Entrances	3		
Bicycle Parking Areas	3		
Abutting property	N/A	.5	

**Response:** The only proposed exterior lighting is at the southern entrance to the Annex. The lights are down lights with shielding to control the spread of light. The lights will meet the minimum requirement for building entrances and bicycle parking areas of 3 foot-candles. The proposed bicycle parking is located adjacent to the southern entrance. Prior to issuance of a permit associated with the proposed development, the applicant shall submit documentation from a lighting specialist demonstrating that the proposed pedestrian accessways, bicycle parking and entryway lighting comply with this standard.

*5. Parking lots and other background spaces shall be illuminated as unobtrusively as possible while meeting the functional needs of safe circulation and protection of people and property. Foreground spaces, such as building entrances and outside seating areas, shall utilize pedestrian scale lighting that defines the space without glare.*

**Response:** The site is currently lit by street lights on utility poles. No changes are proposed to the parking lot lighting.

*6. Any on-site pedestrian circulation system shall be lighted to enhance pedestrian safety and allow employees, residents, customers or the public to use the walkways at night. Pedestrian walkway lighting through parking lots shall be lighted to light the walkway and enhance pedestrian safety pursuant to Table 1.*

**Response:** Prior to issuance of a permit associated with the proposed development, the applicant shall submit documentation from a lighting specialist demonstrating that the proposed pedestrian accessways comply with the lighting requirements in this section.

*7. Pedestrian Accessways. To enhance pedestrian and bicycle safety, pedestrian accessways required pursuant to OCMC 12.28 shall be lighted with pedestrian-scale lighting. Accessway lighting shall be to a minimum level of one-half foot-candles, a one and one-half foot-candle average, and a maximum to minimum ratio of seven-to-one and shall be oriented not to shine upon adjacent properties. Street lighting shall be provided at both entrances. Lamps shall include a high-pressure sodium bulb with an unbreakable lens.*

**Response:** This standard is not applicable. No off-site pedestrian accessways are proposed pursuant to OCMC 12.28.

*8. Floodlights shall not be utilized to light all or any portion of a building facade between ten p.m. and six a.m.*

**Response:** No floodlights are proposed.

*9. Lighting on automobile service station, convenience store, and other outdoor canopies shall be fully recessed into the canopy and shall not protrude downward beyond the ceiling of the canopy.*

**Response:** The proposed lighting in the canopies at the building entrances are fully recessed into the canopy.

*10. The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.*

**Response:** The proposed entry-way lighting (shielded down lighting) is incorporated into the canopy of the southern entrance and is consistent with a commercial architectural style and character.

*11. In no case shall exterior lighting add more than one foot-candle to illumination levels at any point off-site.*

**Response:** Prior to issuance of a permit associated with the proposed development, the applicant shall submit documentation from a lighting specialist demonstrating that the proposed pedestrian accessways, bicycle parking and entryway lighting comply with this standard.

*12. All outdoor light not necessary for security purposes shall be reduced, activated by motion sensor detectors, or turned off during non-operating hours.*

**Response:** All outdoor lighting proposed is for security purposes.

*13. Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.*

**Response:** Lighting is proposed to illuminate a flag and will use a narrow cone and not extend beyond the flag.

*14. For upward-directed architectural, landscape, and decorative lighting, direct light emissions shall not be visible above the building roofline.*

**Response:** Upward directional lighting is proposed on a flagpole which will not be visible from beyond the roofline.

*15. No flickering or flashing lights shall be permitted, except for temporary decorative seasonal lighting.*

**Response:** No flickering or flashing lights are proposed.

*16. Wireless Sites. Unless required by the Federal Aviation Administration or the Oregon Aeronautics Division, artificial lighting of wireless communication towers and antennas shall be*



*prohibited. Strobe lighting of wireless communication facilities is prohibited unless required by the Federal Aviation Administration. Security lighting for equipment shelters or cabinets and other on-the-ground auxiliary equipment on wireless communication facilities shall be initiated by motion detecting lighting.*

**Response:** This standard is not applicable. This is not a wireless site.

*17. Lighting for outdoor recreational uses such as ball fields, playing fields, tennis courts, and similar uses, provided that such uses comply with the following standards:*

*i. Maximum permitted light post height: eighty feet.*

*ii. Maximum permitted illumination at the property line: 0.5 foot-candles.*

**Response:** No lighting is proposed for the existing play fields.

*17.62.080 - Special development standards along transit streets.*

*B. Applicability. Except as otherwise provide in this section, the requirements of this section shall apply to the construction of new retail, office and institutional buildings which front on a transit street.*

*C. Development Standards.*

*1. All buildings shall have at least one main building entrance oriented towards the transit street. A main building entrance is oriented toward a transit street if it is directly located on the transit street, or if it is linked to the transit street by an on-site pedestrian walkway that does not cross off-street parking or maneuvering areas.*

*a. If the site has frontage on more than one transit street, or on a transit street and a street intersecting a transit street, the building shall provide one main building entrance oriented to the transit street or to the corner where the two streets intersect.*

*b. For building facades over three hundred feet in length on a transit street, two or more main building entrances shall be provided as appropriate and oriented towards the transit street.*

*2. Main building entrances shall be well lighted and visible from the transit street. The minimum lighting level for building entries shall be three foot-candles. Lighting shall be a pedestrian scale with the source light shielded to reduce glare.*

*3. In the event a requirement of this section conflicts with other requirements in Title 17, the requirements of this section shall control.*

*D. Exemptions. The following permitted uses are exempted from meeting the requirements of subsection C. of this section:*

*1. Heavy equipment sales;*

*2. Motor vehicle service stations, including convenience stores associated therewith;*

*3. Solid waste transfer stations; and*

*4. Truck stops, including convenience stores, eating or drinking establishments, overnight accommodations or other similar services associated therewith. A use found by the community development director to be similar to the exempt uses above.*

**Response:** The subject site is located along Linn Avenue which is a transit street, though a new building or addition to an existing building has not been proposed. The main entrances to the building are proposed to be well-lit and visible from the streets.

*17.62.085 - Refuse and recycling standards for commercial, industrial, and multi-family developments.*

*The purpose and intent of these provisions is to provide an efficient, safe and convenient refuse and recycling enclosure for the public as well as the local collection firm. All new development, change in property use, expansions or exterior alterations to uses other than single-family or duplex residences shall include a refuse and recycling enclosure. The area(s) shall be:*

- A. Sized appropriately to meet the needs of current and expected tenants, including an expansion area if necessary;*
- B. Designed with sturdy materials, which are compatible to the primary structure(s);*
- C. Fully enclosed and visually screened;*
- D. Located in a manner easily and safely accessible by collection vehicles;*
- E. Located in a manner so as not to hinder travel lanes, walkways, streets or adjacent properties;*
- F. On a level, hard surface designed to discharge surface water runoff and avoid ponding;*
- G. Maintained by the property owner;*
- H. Used only for purposes of storing solid waste and recyclable materials;*
- I. Designed in accordance with applicable sections of the Oregon City Municipal Code (including Chapter 8.20—Solid Waste Collection and Disposal) and city adopted policies.*

**Response:** There is currently a refuse area on the northern portion of the site. No new refuse area is proposed.

## **CHAPTER 17.50 - ADMINISTRATION AND PROCEDURES**

***17.50.030 Summary of the City's Decision-Making Processes.***

**Response:** The applicant is aware of the city's decision making process.

***17.50.050 Preapplication Conference***

**Response:** A pre-application conference was held on Friday, July 7, 2017.

***17.50.055 Neighborhood Association Meeting***

**Response:** A meeting was held with the Rivercrest Neighborhood Association

***17.50.060 Application Requirements.***

**Response:** All application materials required are submitted with this narrative.

## **CHAPTER 17.39 - INSTITUTIONAL DISTRICT**

***17.39.20 Permitted Uses.***

*Permitted Uses in the Institutional district are:*

- A. Private and/or public educational or training facilities;*
- B. Parks, playgrounds, playfields and community or neighborhood community centers;*
- C. Public facilities and services including courts, libraries and general government offices and maintenance facilities.*
- D. Stadiums and arenas*
- E. Banquet, conference facilities and meeting rooms;*
- F. Government offices*
- G. Transportation facilities*

**Response:** The proposal is to relocate the City's Community Development Department into the 6,700 square foot building on the south-east corner of the property. The proposed development will not limit the ability of the legally nonconforming elementary school to continue onsite.

#### **17.39.30 Accessory Uses.**

*The following uses are permitted outright if they are accessory to and related to the primary institutional use:*

- A. Offices*
- B. Retail (not to exceed 20% of total gross floor area of all building)*
- C. Child care centers or nursery schools*
- D. Scientific, educational, or medical research facilities and laboratories.*
- E. Religious Institutions*

**Response:** No accessory uses are proposed at this time.

#### **17.39.40 Conditional Uses.**

*Uses requiring conditional use permit are:*

- A. Any uses listed under 17.39.030 that are not accessory to the primary institutional use.*
- B. Boarding and lodging houses, bed and breakfast inns.*
- C. Cemeteries, crematories, mausoleums, and columbariums;*
- D. Correctional facilities;*
- E. Helipad in conjunction with a permitted use,*
- F. Parking lots not in conjunction with a primary use;*
- G. Public utilities, including sub-stations (such as buildings, plants and other structures);*
- H. Fire Stations*

**Response:** No conditional uses are proposed at this time. The proposed development will not limit the ability of the legally nonconforming elementary school to continue onsite.

#### **17.39.50 Dimensional Standards.**

*Dimensional standards in the I district are:*

- A. Maximum building height: within 100 feet of any district boundary, not to exceed 35 feet; elsewhere, not to exceed 70 feet.*
- B. Minimum required setbacks: 25 feet from property line except when the development is adjacent to a public-right-of-way. When adjacent to a public right-of-way, the minimum setback is 0 feet and the maximum setback is 5 feet.*

**Response:** No new structures are proposed at this time for the site. The proposed flag pole will be less than 100 feet in height.

#### **CHAPTER 17.16 R-3.5 DWELLING DISTRICT**

**Response:** A portion of the site is within the R-3.5 Dwelling District but is not utilized as a residential use. The proposal would change the zoning designation to “I” Institutional.

#### **CHAPTER 17.08 SINGLE-FAMILY DWELLING DISTRICT**

**Response:** A portion of the site is within the R-10 Single-Family Dwelling District but is not utilized as a residential use. The proposal would change the zoning designation to “I” Institutional.

#### **CHAPTER 17.52 OFF-STREET PARKING AND LOADING**

##### *17.52.010 - Applicability.*

*The construction of a new structure or parking lot, or alterations to the size or use of an existing structure, parking lot or property use shall require site plan review approval and compliance with this chapter. This chapter does not apply to single- and two-family residential dwellings.*

**Response:** This standard is not applicable. No alterations or new parking lots/structures are proposed.

##### *17.52.015 - Planning commission adjustment of parking standards.*

*A. Purpose: The purpose of permitting a planning commission adjustment to parking standards is to provide for flexibility in modifying parking standards in all zoning districts, without permitting an adjustment that would adversely impact the surrounding or planned neighborhood. The purpose of an adjustment is to provide flexibility to those uses which may be extraordinary, unique or to provide greater flexibility for areas that can accommodate a denser development pattern based on existing infrastructure and ability to access the site by means of walking, biking or transit. An adjustment to a minimum or maximum parking standard may be approved based on a determination by the planning commission that the adjustment is consistent with the purpose of this Code, and the approval criteria can be met.*

*B. Procedure: A request for a planning commission parking adjustment shall be initiated by a property owner or authorized agent by filing a land use application. The application shall be accompanied by a site plan, drawn to scale, showing the dimensions and arrangement of the proposed development and parking plan, the extent of the adjustment requested along with*

findings for each applicable approval criteria. A request for a parking adjustment shall be processed as a Type III application as set forth in [Chapter 17.50](#).

C. Approval criteria for the adjustment are as follows:

1. Documentation: The applicant shall document that the individual project will require an amount of parking that is different from that required after all applicable reductions have been taken.

2. Parking analysis for surrounding uses and on-street parking availability: The applicant must show that there is a continued fifteen percent parking vacancy in the area adjacent to the use during peak parking periods and that the applicant has permission to occupy this area to serve the use pursuant to the procedures set forth by the community development director.

a. For the purposes of demonstrating the availability of on street parking as defined in [Section] 17.52.020.B.3., the applicant shall undertake a parking study during time periods specified by the community development director. The time periods shall include those during which the highest parking demand is anticipated by the proposed use. Multiple observations during multiple days shall be required. Distances are to be calculated as traversed by a pedestrian that utilizes sidewalks and legal crosswalks or an alternative manner as accepted by the community development director.

b. The onsite parking requirements may be reduced based on the parking vacancy identified in the parking study. The amount of the reduction in onsite parking shall be calculated as follows:

i. Vacant on-street parking spaces within three hundred feet of the site will reduce onsite parking requirements by 0.5 parking spaces; and

ii. Vacant on-street parking spaces between three hundred and six hundred feet of the [site] will reduce onsite parking requirements by 0.2 parking spaces.

3. Function and Use of Site: The applicant shall demonstrate that modifying the amount of required parking spaces will not significantly impact the use or function of the site and/or adjacent sites.

4. Compatibility: The proposal is compatible with the character, scale and existing or planned uses of the surrounding neighborhood.

5. Safety: The proposal does not significantly impact the safety of adjacent properties and rights-of-way.

6. Services: The proposal will not create a significant impact to public services, including fire and emergency services.

**Response:** No alterations to the parking requirements are requested.

17.52.020 - Number of automobile spaces required.

A. The number of parking spaces shall comply with the minimum and maximum standards listed in Table 17.52.020. The parking requirements are based on spaces per one thousand square feet net leasable area unless otherwise stated.

Table 17.52.020		
LAND USE	PARKING REQUIREMENTS	
	MINIMUM	MAXIMUM



Elementary/Middle School	1 per classroom (17 Min)	1 per classroom + 1 per administrative employee + 0.25 per seat in auditorium/assembly room/stadium (17+3+50=70 Max)
Office	2.70 (18 Min)	3.33 (22 Max)
<b>Total</b>	<b>35</b>	<b>92</b>

**Response:** The subject site currently contains an elementary school with 17 classrooms and 3 administrative staff and a gym which can accommodate 200 folding chairs. In addition, the annex structure is approximately 6,700 square feet and for the purposes of parking is being calculated for future office use. The subject site is currently constructed with 40 parking stalls, an additional 13 stalls fenced behind the northern portion of the building which are currently fenced, and 14 parallel on-street stalls which are also considered toward the minimum number of off-street parking stalls. In addition, two zero degree parking stalls are proposed along the drive aisle adjacent to the west side of the Annex and a slight reconfiguration of the parking stalls on the south side of the parking lot is proposed but would not change the number of stalls in this location. The proposal exceeds the 35 minimum parking stalls. Future changes to the site will require alterations to the parking calculation.



**1. Multiple Uses.** In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately.

**Response:** The parking calculations include the sum of all uses onsite.

**2. Requirements for types of buildings and uses not specifically listed herein shall be determined by the community development director, based upon the requirements of comparable uses listed.**

**Response:** The uses proposed are specifically listed.

**3. Where calculation in accordance with the above list results in a fractional space, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall require one space.**

**Response:** The calculations above were created utilizing the rounding identified in this section.

4. *The minimum required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons and employees only, and shall not be used for storage of vehicles or materials or for the parking of vehicles used in conducting the business or use.*

**Response:** No storage of vehicles or materials is proposed for the existing parking lots. All spaces are proposed for customers and employees.

5. *A change in use within an existing habitable building located in the MUD Design District or the Willamette Falls Downtown District is exempt from additional parking requirements. Additions to an existing building and new construction are required to meet the minimum parking requirements for the areas as specified in Table 17.52.020 for the increased square footage.*

**Response:** This standard is not applicable. The property in question is not located in the MUD Design District or the Willamette Falls Downtown District or include an addition.

B. *Parking requirements can be met either onsite, or offsite by meeting the following conditions:*  
 1. *Mixed Uses. If more than one type of land use occupies a single structure or parcel of land, the total requirements for off-street automobile parking shall be the sum of the requirements for all uses, unless it can be shown that the peak parking demands are actually less (e.g. the uses operate on different days or at different times of the day). In that case, the total requirements shall be reduced accordingly, up to a maximum reduction of fifty percent, as determined by the community development director.*

**Response:** The applicant did not utilize a parking reduction for mixed-use.

2. *Shared Parking. Required parking facilities for two or more uses, structures, or parcels of land may be satisfied by the same parking facilities used jointly, to the extent that the owners or operators show that the need for parking facilities does not materially overlay (e.g., uses primarily of a daytime versus nighttime nature), that the shared parking facility is within one thousand feet of the potential uses, and provided that the right of joint use is evidenced by a recorded deed, lease, contract, or similar written instrument authorizing the joint use.*

**Response:** The applicant did not utilize shared parking.

3. *On-Street Parking. On-street parking may be counted toward the minimum standards when it is on the street face abutting the subject land use. An on-street parking space must not obstruct a required clear vision area and it shall not violate any law or street standard. On-street parking for commercial uses shall conform to the following standards:*

a. *Dimensions. The following constitutes one on-street parking space:*

1. *Parallel parking, each [twenty-two] feet of uninterrupted and available curb;*

2. *[Forty-five/sixty] degree diagonal, each with [fifteen] feet of curb;*

3. *Ninety degree (perpendicular) parking, each with [twelve] feet of curb.*

4. *Public Use Required for Credit. On-street parking spaces counted toward meeting the parking requirements of a specific use may not be used exclusively by that use, but shall be available for*

*general public use at all times. Signs or other actions that limit general public use of on-street spaces are prohibited.*

**Response:** The required minimum parking can be accommodated on-site. However, there are approximately 14 spaces available on-street.

*C. Reduction of the Number of Automobile Spaces Required. The required number of parking stalls may be reduced in the Downtown Parking Overlay District: Fifty percent reduction in the minimum number of spaces required is allowed prior to seeking further reductions in [sub]sections 2. and 3. below:*

*1. Transit Oriented Development. For projects not located within the Downtown Parking Overlay District, the community development director may reduce the required number of parking stalls up to twenty-five percent when it is determined that a project in a commercial center (sixty thousand square feet or greater of retail or office use measured cumulatively within a five hundred-foot radius) or multi-family development with over eighty units, is adjacent to or within one thousand three hundred twenty feet of an existing or planned public transit street and is within one thousand three hundred twenty feet of the opposite use (commercial center or multi-family development with over eighty units).*

*2. Reduction in Parking for Tree Preservation. The community development director may grant an adjustment to any standard of this requirement provided that the adjustment preserves a regulated tree or grove so that the reduction in the amount of required pavement can help preserve existing healthy trees in an undisturbed, natural condition. The amount of reduction must take into consideration any unique site conditions and the impact of the reduction on parking needs for the use, and must be approved by the community development director. This reduction is discretionary.*

*3. Transportation Demand Management. The community development director may reduce the required number of parking stalls up to twenty-five percent when a parking-traffic study prepared by a traffic engineer demonstrates:*

*a. Alternative modes of transportation, including transit, bicycles, and walking, and/or special characteristics of the customer, client, employee or resident population will reduce expected vehicle use and parking space demand for this development, as compared to standard Institute of Transportation Engineers vehicle trip generation rates and further that the transportation demand management program promotes or achieves parking utilization lower than minimum city parking requirements.*

*b. Transportation demand management (TDM) program has been developed for approval by, and is approved by the city engineer. The plan will contain strategies for reducing vehicle use and parking demand generated by the development and will be measured annually. If, at the annual assessment, the city determines the plan is not successful, the plan may be revised. If the city determines that no good-faith effort has been made to implement the plan, the city may take enforcement actions.*

**Response:** This standard is not applicable. No reduction of parking is requested.

#### *17.52.030 - Standards for automobile parking.*

*A. Access. Ingress and egress locations on public thoroughfares shall be located in the interests of public traffic safety. Groups of more than four parking spaces shall be so located and served*

by driveways so that their use will require no backing movements or other maneuvering within a street right-of-way other than an alley. No driveway with a slope of greater than fifteen percent shall be permitted without approval of the city engineer.

**Response:** The existing entrance driveway and an exit only driveway are located off of Warner Parrott Road an additional exit-only driveway is located off of Linn Avenue. The parking lots are located off of interior drive aisles so backing movements are solely contained on-site. The existing driveway slopes are less than fifteen percent.

*B. Surfacing. Required off-street parking spaces and access aisles shall have paved surfaces adequately maintained. The use of pervious asphalt/concrete and alternative designs that reduce storm water runoff and improve water quality pursuant to the city's stormwater and low impact development design standards are encouraged.*

**Response:** The existing parking lots and access aisles are paved with asphaltic concrete.

*C. Drainage. Drainage shall be designed in accordance with the requirements of [Chapter 13.12](#) and the city public works stormwater and grading design standards.*

**Response:** Drainage of the parking lots and drive aisles is accommodated by an existing storm drain.

*D. Dimensional Standards.*

*1. Requirements for parking developed at varying angles are according to the table included in this section. A parking space shall not be less than seven feet in height when within a building or structure, and shall have access by an all-weather surface to a street or alley. Parking stalls in compliance with the American with Disabilities Act may vary in size in order to comply with the building division requirements. Up to thirty-five percent of the minimum required parking may be compact, while the remaining required parking stalls are designed to standard dimensions. The community development director may approve alternative dimensions for parking stalls in excess of the minimum requirement which comply with the intent of this chapter.*

*2. Alternative parking/plan. Any applicant may propose an alternative parking plan. Such plans are often proposed to address physically constrained or smaller sites, however innovative designs for larger sites may also be considered. In such situations, the community development director may approve an alternative parking lot plan with variations to parking dimensions of this section. The alternative shall be consistent with the intent of this chapter and shall create a safe space for automobiles and pedestrians while providing landscaping to the quantity and quality found within parking lot landscaping requirements.*

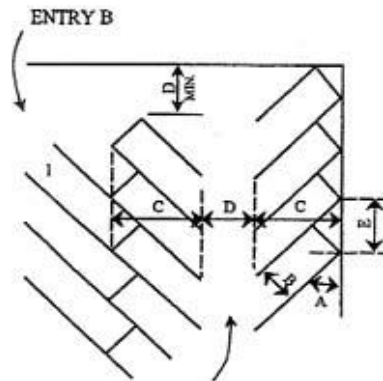
## PARKING STANDARD

### PARKING ANGLE SPACE DIMENSIONS

A Parking Angle		B Stall Width	C Stall to Curb	D Aisle Width	E Curb Length	F Overhang
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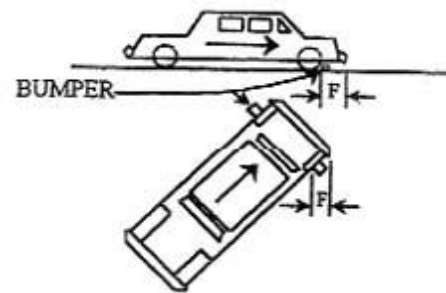
0 degrees		8.5	9.0	12	20	0
30 degrees	Standard	9'	17.3'	11'	18'	
	Compact	8'	14.9'	11'	16'	
45 degrees	Standard	8.5	19.8'	13'	12.7'	1.4
	Compact	8.5	17.0'	13'	11.3'	
60 degrees	Standard	9'	21'	18'	10.4'	1.7
	Compact	8'	17.9'	16'	9.2'	
90 degrees	Standard	9'	19.0'	24'	9'	1.5
	Compact	8'	16.0'	22'	8'	

All dimensions are to the nearest tenth of a foot.



L. TYPICAL PARKING LAYOUT

M. ENTRY A



NOTE: SPACE 1 CONTINGENT UPON ENTRY B  
OVERHANG

NOTE: Overhang dimensions are intended to indicate possible location from parking area edge for location of bumpers.

**Response:** The proposed development entails restriping the existing parking stalls near the Annex building with minor amendments. Within the existing parking lot between the Annex and the intersection of Warner Parrott, minor changes to the parking lot striping are proposed within the existing pavement. Two new zero degree parking stalls are proposed along the drive aisle adjacent to the west side of the Annex and slight reconfiguration of the parking stalls on the west side of the parking lot. The two existing zero degree parking stalls in front of the entryway is proposed to be reconfigured to match the adjacent 60 degree stalls.



*E. Carpool and Vanpool Parking. New developments with seventy-five or more parking spaces, and new hospitals, government offices, group homes, nursing and retirement homes, schools and transit park-and-ride facilities with fifty or more parking spaces, shall identify the spaces available for employee, student and commuter parking and designate at least five percent, but not fewer than two, of those spaces for exclusive carpool and vanpool parking. Carpool and vanpool parking spaces shall be located closer to the main employee, student or commuter entrance than all other employee, student or commuter parking spaces with the exception of ADA accessible parking spaces. The carpool/vanpool spaces shall be clearly marked "Reserved - Carpool/Vanpool Only."*

**Response:** This standard is not applicable. This is not a new development, nor are there more than fifty parking spaces.

*17.52.040 - Bicycle parking standards.*

*A. Purpose-Applicability. To encourage bicycle transportation to help reduce principal reliance on the automobile, and to ensure bicycle safety and security, bicycle parking shall be provided in conjunction with all uses other than single-family dwellings or duplexes.*

**Response:** The proposal calls for the installation of two uncovered, ground-affixed, bicycle parking racks, one on each side of the structure adjacent to the entryways.

*B. Number of Bicycle Spaces Required. For any use not specifically mentioned in Table A, the bicycle parking requirements shall be the same as the use which, as determined by the community development director, is most similar to the use not specifically mentioned. Calculation of the number of bicycle parking spaces required shall be determined in the manner established in Section 17.52.020 for determining automobile parking space requirements. Modifications to bicycle parking requirements may be made through the site plan and design, conditional use, or master plan review process.*

**TABLE A Required Bicycle Parking Spaces\***

*Where two options for a requirement are provided, the option resulting in more bicycle parking applies. Where a calculation results in a fraction, the result is rounded up to the nearest whole number.*

USE	MINIMUM BICYCLE PARKING	MINIMUM BICYCLE PARKING - COVERED - The following percentage of bicycle parking is required to be covered
Elementary	4 per classroom (minimum of 2) 17 classrooms	50% (minimum of 1)
Bank, office	1 per 20 auto spaces (minimum of 2) 18 auto spaces	50% (minimum of 1)

*\*Covered bicycle parking is not required for developments with two or fewer stalls.*

**Response:** The calculation for the elementary school is 68 bicycle spaces (17 classrooms) and the calculation for the proposed office is one (18 required auto spaces). The elementary school site is under a separate lease and the installation of additional bicycle parking in this lease area is limited. The conversion of the classrooms to office use in the annex should reduce the

number of bicycle parking stalls required for the site and no changes to the bicycle parking are proposed for the elementary school. The proposal entails installation of 4 bicycle parking stalls near the Annex building consisting of two bike racks, each holding two bikes. One of the bicycle racks is proposed under the shelter of the building eave.

*C. Security of Bicycle Parking. Bicycle parking facilities shall be secured. Acceptable secured bicycle parking area shall be in the form of a lockable enclosure onsite, secure room in a building onsite, a covered or uncovered rack onsite, bicycle parking within the adjacent right-of-way or another form of secure parking where the bicycle can be stored, as approved by the decision maker. All bicycle racks and lockers shall be securely anchored to the ground or to a structure. Bicycle racks shall be designed so that bicycles may be securely locked to them without undue inconvenience and, when in the right-of-way shall comply with clearance and ADA requirements.*

**Response:** The proposed bicycle parking is in the form of uncovered, ground-mounted, racks on site.

*D. Bicycle parking facilities shall offer security in the form of either a lockable enclosure or a stationary rack to which the bicycle can be locked. All bicycle racks and lockers shall be securely anchored to the ground or to a structure. Bicycle racks shall be designed so that bicycles may be securely locked to them without undue inconvenience.*

*Location of Bicycle Parking:*

*1. Bicycle parking shall be located on-site, in one or more convenient, secure and accessible location. The city engineer and the community development Director may permit the bicycle parking to be provided within the right-of-way provided adequate clear zone and ADA requirements are met. If sites have more than one building, bicycle parking shall be distributed as appropriate to serve all buildings. If a building has two or more main building entrances, the review authority may require bicycle parking to be distributed to serve all main building entrances, as it deems appropriate.*

**Response:** The proposed bicycle parking is to be located on-site as stationary racks, secured to the ground, adjacent to the entryways on the north and south side of the Annex.

*2. Bicycle parking areas shall be clearly marked or visible from on-site buildings or the street. If a bicycle parking area is not plainly visible from the street or main building entrance, a sign must be posted indicating the location of the bicycle parking area. Indoor bicycle parking areas shall not require stairs to access the space unless approved by the community development director.*

**Response:** The proposed bicycle parking areas are plainly visible from the main building entrances; they are located adjacent to the north and south entrances to the structure.

*3. All bicycle parking areas shall be located to avoid conflicts with pedestrian and motor vehicle movement.*

*a. Bicycle parking areas shall be separated from motor vehicle parking and maneuvering areas and from arterial streets by a barrier or a minimum of five feet.*

*b. Bicycle parking areas shall not obstruct pedestrian walkways; provided, however, that the review authority may allow bicycle parking in the right-of-way where this does not conflict with pedestrian accessibility.*

**Response:** No pedestrian or vehicle conflicts are anticipated with the location of the proposed bicycle parking areas at the north and south entrances of the structure. The locations shall be raised from the parking lot and placed to allow 5 feet for pedestrian access adjacent to the bicycle parking.

#### *4. Accessibility.*

*a. Outdoor bicycle areas shall be connected to main building entrances by pedestrian accessible walkways.*

*b. Outdoor bicycle parking areas shall have direct access to a right-of-way.*

*c. Outdoor bicycle parking should be no farther from the main building entrance than the distance to the closest vehicle space, or fifty feet, whichever is less, unless otherwise determined by the community development director, city engineer, or planning commission.*

**Response:** The bicycle parking is proposed to be installed near a pedestrian accessway which connects to the entrances of the site with direct access to the Linn Avenue right-of-way. With the installation of the proposed pedestrian walkways from Linn Avenue and the existing pedestrian walkways on site, the proposed bike parking areas meet these criteria.

#### *17.52.060 - Parking lot landscaping.*

##### *A. Development Standards.*

*1. The landscaping shall be located in defined landscaped areas that are uniformly distributed throughout the parking or loading area.*

**Response:** The existing landscaping is located in defined landscaped areas. Additional landscaping is proposed east of the 6,700 square foot Annex along Linn Avenue and along the southeastern edge of the southern most parking lot.

*2. All areas in a parking lot not used for parking, maneuvering, or circulation shall be landscaped.*

**Response:** All areas in the parking lots available for landscaping contain landscaping or are proposed to be landscaped.

*3. Parking lot trees shall be a mix of deciduous shade trees and coniferous trees. The trees shall be evenly distributed throughout the parking lot as both interior and perimeter landscaping to provide shade.*

**Response:** The existing trees on site are both deciduous and coniferous and distributed throughout the parking lots. The proposed perimeter landscaping also contains both deciduous shade trees and coniferous trees.

*4. Required landscaping trees shall be of a minimum two-inch minimum caliper size (though it may not be standard for some tree types to be distinguished by caliper), planted according to American Nurseryman Standards, and selected from the Oregon City Street Tree List.*

**Response:** All proposed trees are specified as 2" caliper, will be planted according to American Nurseryman Standards, and none of the plants listed on the landscaping plan are identified on the Oregon City Nuisance Plant List.

*5. Landscaped areas shall include irrigation systems unless an alternate plan is submitted, and approved by the community development director, that can demonstrate adequate maintenance.*

**Response:** The proposed landscaping will include installation of an irrigation system for the proposed planting areas. The design of the irrigation plan will be submitted once the landscape plan is approved.

*6. All plant materials, including trees, shrubbery and ground cover should be selected for their appropriateness to the site, drought tolerance, year-round greenery and coverage and staggered flowering periods. Species found on the Oregon City Native Plant List are strongly encouraged and species found on the Oregon City Nuisance Plant List are prohibited.*

**Response:** A landscaping plan was submitted which was prepared by Gregory T. Covey, registered landscape architect. The proposed landscape plan calls for plants which are low maintenance, drought tolerant, and provide year-round visual interest. None of the plants listed on the landscaping plan are identified on the Oregon City Nuisance Plant List.

*7. The landscaping in parking areas shall not obstruct lines of sight for safe traffic operation and shall comply with all requirements of Chapter 10.32, Traffic Sight Obstructions.*

**Response:** The existing landscaping does not interfere with lines of sight. The proposed landscaping is located on the perimeter of the parking area and between the building and right-of-way. Lines of sight will not be obstructed by the proposed landscaping.

*B. Perimeter Parking Lot Landscaping and Parking Lot Entryway/Right-of-Way Screening. Parking lots shall include a five-foot wide landscaped buffer where the parking lot abuts the right-of-way and/or adjoining properties. In order to provide connectivity between non-single-family sites, the community development director may approve an interruption in the perimeter parking lot landscaping for a single driveway where the parking lot abuts property designated as multi-family, commercial or industrial. Shared driveways and parking aisles that straddle a lot line do not need to meet perimeter landscaping requirements.*

*1. The perimeter parking lot are[a] shall include:*

*a. Trees spaced a maximum of thirty-five feet apart (minimum of one tree on either side of the entryway is required). When the parking lot is adjacent to a public right-of-way, the parking lot trees shall be offset from the street trees;*

*b. Ground cover, such as wild flowers, spaced a maximum of 16-inches on center covering one hundred percent of the exposed ground within three years. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees; and*

*c. An evergreen hedge screen of thirty to forty-two inches high or shrubs spaced no more than four feet apart on average. The hedge/shrubs shall be parallel to and not nearer than two feet from the right-of-way line. The required screening shall be designed to allow for free access to*

*the site and sidewalk by pedestrians. Visual breaks, no more than five feet in width, shall be provided every thirty feet within evergreen hedges abutting public right-of-ways.*

**Response:** The subject site was constructed prior to this standard being in place and does not comply with the landscaping requirement. In order to mitigate the proposed Minor Site Plan and Design Review, the proposal entails upgrading portions of the parking lot to be in greater conformance with this standard. Though the upgrade far exceeds the minimum amount of plantings required per OCMC Chapter 17.58 Lawful Nonconforming Uses, Structures and Lots, the proposal would not result in a parking lot which fully complies with this standard. However, the incremental improvements within this landscaping area do comply.

The nonconforming upgrades focus on the southernmost parking lot between the front of the Annex and the street. The landscaping plan includes shrubs (placed every 4 feet) and groundcover along the eastern side of the southernmost parking lot, in compliance with this standard. In the locations where landscaping is proposed, the groundcover will cover one hundred percent of the exposed ground within three years. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees.

*C. Parking Area/Building Buffer. Parking areas shall be separated from the exterior wall of a structure, exclusive of pedestrian entranceways or loading areas, by one of the following:*

*1. Minimum five-foot wide landscaped planter strip (excluding areas for pedestrian connection) abutting either side of a parking lot sidewalk with:*

*a. Trees spaced a maximum of thirty-five feet apart;*

*b. Ground cover such as wild flowers, spaced a maximum of sixteen-inches on center covering one hundred percent*

*of the exposed ground within three years. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees; and*

*c. An evergreen hedge of thirty to forty-two inches or shrubs placed no more than four feet apart on average; or*

*2. Seven-foot sidewalks with shade trees spaced a maximum of thirty-five feet apart in three-foot by five-foot tree wells.*

**Response:** The subject site was constructed prior to this standard being in place and does not comply with the landscaping requirement. In order to mitigate the proposed Minor Site Plan and Design Review, the proposal entails upgrading portions of the parking lot to be in greater conformance with this standard. Though the upgrade far exceeds the minimum amount of plantings required per OCMC Chapter 17.58 Lawful Nonconforming Uses, Structures and Lots, the proposal would not result in a parking lot which fully complies with this standard. However, the incremental improvements within this landscaping area do comply.

The nonconforming upgrades focus on the southernmost parking lot between the front of the Annex and the street. The site is constrained by the cost of the nonconforming upgrade as well as a limited physical space for the parking area/building buffer. The southernmost existing parking lot is separated from the base of the building by a landscaping area less than 4 feet in width. The proposal includes installation of groundcover and ornamental grasses in this narrow location. In the locations where landscaping is proposed, the groundcover will cover one



hundred percent of the exposed ground within three years. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees.

*D. Interior Parking Lot Landscaping. Surface parking lots shall have a minimum ten percent of the interior of the gross area of the parking lot devoted to landscaping to improve the water quality, reduce storm water runoff, and provide pavement shade. Interior parking lot landscaping shall not be counted toward the fifteen percent minimum total site landscaping required by Section 17.62.050(1) unless otherwise permitted by the dimensional standards of the underlying zone district. Pedestrian walkways or any impervious surface in the landscaped areas are not to be counted in the percentage. Interior parking lot landscaping shall include:*

- a. A minimum of one tree per six parking spaces.*
- b. Ground cover, such as wild flowers, spaced a maximum of sixteen-inches on center covering one hundred percent of the exposed ground within three years. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees.*
- c. Shrubs spaced no more than four feet apart on average.*
- d. No more than eight contiguous parking spaces shall be created without providing an interior landscape strip between them. Landscape strips shall be provided between rows of parking shall be a minimum of six feet in width and a minimum of ten feet in length.*
- e. Pedestrian walkways shall have shade trees spaced a maximum of every thirty-five feet in a minimum three-foot by five-foot tree wells; or Trees spaced every thirty-five feet, shrubs spaced no more than four feet apart on average, and ground cover covering one hundred percent of the exposed ground. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees.*

**Response:** The subject site was constructed prior to this standard being in place and does not comply with the landscaping requirement. In order to mitigate the proposed Minor Site Plan and Design Review, the proposal entails upgrading portions of the parking lot to be in greater conformance with this standard. Though the upgrade far exceeds the minimum amount of plantings required per OCMC Chapter 17.58 Lawful Nonconforming Uses, Structures and Lots, the proposal would not result in a parking lot which fully complies with this standard. However, the incremental improvements within this landscaping area do comply.

The nonconforming upgrades focus on the southernmost parking lot between the front of the Annex and the street. The proposal includes installation of a tree within the interior parking lot landscaping as well as shrubs spaced no more than 4 feet apart. There are no spans of parking stalls greater than 8 spaces. In the locations where landscaping is proposed, the groundcover will cover one hundred percent of the exposed ground within three years. No bark mulch shall be allowed except under the canopy of shrubs and within two feet of the base of trees.

#### *E. Installation.*

- 1. All landscaping shall be installed according to accepted planting procedures, according to American Nurseryman Standards.*
- 2. The site, soils and proposed irrigation systems shall be appropriate for the healthy and long-term maintenance of the proposed plant species.*

3. *Certificates of occupancy shall not be issued unless the landscaping requirements have been met or other arrangements have been made and approved by the city, such as the posting of a surety.*

**Response:** The landscaping shall be installed per American Nurseryman Standards and protected with the installation of an irrigation system. The species were chosen by a landscape architect to ensure the proper species and long-term viability of the landscaping.

#### *17.52.070 - Alternative landscaping plan.*

*Any applicant may propose an alternative landscaping plan. Such plans are often proposed to address physically constrained or smaller sites, however innovative designs for larger sites may also be considered. Alternative plans may include the use of low impact development techniques and minimized landscaping requirements. In such situations, the community development director may approve variations to the landscaping standards of [section 17.52.060](#).*

*A. General Review Standard. The alternative shall be meet or exceed the intent of this chapter and shall create a safe space for automobiles and pedestrians. The alternative landscaping plan shall be prepared by a licensed landscape architect.*

*B. Credit for Pervious/Low Impact Development. The community development director may count up to fifty percent of the square footage of any pervious hardscaped landscape material within a parking lot that is designed and approved pursuant to the city's adopted stormwater and low impact development design standards toward minimum landscaping requirements for the site. (This includes porous pavement detention, open celled block pavers, porous asphalt, porous concrete pavement, porous turf, porous gravel, etc.).*

**Response:** An alternative landscaping plan has not been proposed.

#### *17.52.080 - Maintenance.*

*The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of the site including but not limited to the off-street parking and loading spaces, bicycle parking and all landscaping which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.*

*All plant growth in interior landscaped areas shall be controlled by pruning, trimming, or otherwise so that:*

- a. It will not interfere with the maintenance or repair of any public utility;*
- b. It will not restrict pedestrian or vehicular access; and*
- c. It will not constitute a traffic hazard due to reduced visibility.*

**Response:** The City of Oregon City has the resources to and will maintain the site amenities in good condition. The City shall be responsible for the maintenance of the site including but not limited to the off-street parking and loading spaces, bicycle parking and all landscaping which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.

All plant growth in interior landscaped areas shall be controlled by pruning, trimming, or otherwise so that:

- a. It will not interfere with the maintenance or repair of any public utility;
- b. It will not restrict pedestrian or vehicular access; and
- c. It will not constitute a traffic hazard due to reduced visibility.

*17.52.090 - Loading areas.**B. Applicability.*

*1. Section 17.52.090 applies to uses that are expected to have service or delivery truck visits with a forty-foot or longer wheelbase, at a frequency of one or more vehicles per week. The city engineer and decision maker shall determine through site plan and design review the number, size, and location of required loading areas, if any.*

*C. Standards.*

*1. The off-street loading space shall be large enough to accommodate the largest vehicle that is expected to serve the use without obstructing vehicles or pedestrian traffic on adjacent streets and driveways. Applicants are advised to provide complete and accurate information about the potential need for loading spaces because the city engineer or decision maker may restrict the use of other public right-of-way to ensure efficient loading areas and reduce interference with other uses.*

*2. Where parking areas are prohibited between a building and the street, loading areas are also prohibited.*

*3. The city engineer and decision maker, through site plan and design review, may approve a loading area adjacent to or within a street right-of-way when all of the following loading and unloading operations conditions are met:*

*a. Short in duration (i.e., less than one hour);*

*b. Infrequent (less than three operations daily between 5:00 a.m. and 12:00 a.m. or all operations between 12:00 a.m. and 5:00 a.m. at a location that is not adjacent to a residential zone);*

*c. Does not obstruct traffic during peak traffic hours;*

*d. Does not interfere with emergency response services; and*

*e. Is acceptable to the applicable roadway authority.*

**Response:** No service or delivery trucks with a forty-foot or longer wheelbase are expected to be associated with the Annex. A new or amendments to any existing loading areas are not proposed.

**CHAPTER 17.56 CONDITIONAL USES**

**Response:** An elementary school is identified as a conditional use in the existing zoning designations, though no conditional use has been identified associated with the subject site.

The elementary school use was established prior to the requirement to obtain a conditional use onsite. No alterations to the conditional use are proposed with this development and the elementary school use may continue as a nonconforming use until removed.

**CHAPTER 15.48 - GRADING, FILLING AND EXCAVATING***15.48.030 Applicability—Grading permit required.*

*A. A city-issued grading permit shall be required before the commencement of any of the following filling or grading activities:*

*1. Grading activities in excess of ten cubic yards of earth;*

2. Grading activities which may result in the diversion of existing drainage courses, both natural and man-made, from their natural point of entry or exit from the grading site;
3. Grading and paving activities resulting in the creation of impervious surfaces greater than two thousand square feet or more in area;
4. Any excavation beyond the limits of a basement or footing excavation, having an unsupported soil height greater than five feet after the completion of such a structure; or
5. Grading activities involving the clearing or disturbance of one-half acres (twenty-one thousand seven hundred eighty square feet) or more of land.

**Response:** This standard is not applicable. The soil will be disturbed for landscape planting and sidewalk installation only.

#### 15.48.090 Submittal requirements.

An engineered grading plan or an abbreviated grading plan shall be prepared in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards whenever a city approved grading permit is required. In addition, a geotechnical engineering report and/or residential lot grading plan may be required pursuant to the criteria listed below.

**A. Abbreviated Grading Plan.** The city shall allow the applicant to submit an abbreviated grading plan in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards if the following criteria are met:

1. No portion of the proposed site is within the flood management area overlay district pursuant to Chapter 17.42, the unstable soils and hillside constraints overlay district pursuant to Chapter 17.44, or a water quality resource area pursuant to Chapter 17.49; and
2. The proposed filling or grading activity does not involve more than fifty cubic yards of earth.

**B. Engineered Grading Plan.** The city shall require an engineered grading plan in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards to be prepared by a professional engineer if the proposed activities do not qualify for abbreviated grading plan.

**C. Geotechnical Engineering Report.** The city shall require a geotechnical engineering report in compliance with the minimum report requirements of the Public Works Stormwater and Grading Design Standards to be prepared by a professional engineer who specializes in geotechnical work when any of the following site conditions may exist in the development area:

1. When any publicly maintained facility (structure, street, pond, utility, park, etc.) will be supported by any engineered fill;
2. When an embankment for a stormwater pond is created by the placement of fill;
3. When, by excavation, the soils remaining in place are greater than three feet high and less than twenty feet wide.

**D. Residential Lot Grading Plan.** The city shall require a residential lot grading plan in compliance with the minimum report requirements of the Public Works Stormwater and Grading Design Standards to be prepared by a professional engineer for all land divisions creating new residential building lots or where a public improvement project is required to provide access to an existing residential lot.

**Response:** This standard is not applicable. A city grading permit is not required for the proposed exterior building modifications and site improvements.

## **CHAPTER 17.47 - EROSION AND SEDIMENT CONTROL**

*17.47.070 Erosion and sediment control plans.*

A. *An application for an erosion and sediment control permit shall include an erosion and sediment control plan, which contains methods and interim measures to be used during and following construction to prevent or control erosion prepared in compliance with City of Oregon City public works standards for erosion and sediment control. These standards are incorporated herein and made a part of this title and are on file in the office of the city recorder.*

**Response:** This standard is not applicable. Minor digging is required for installation of landscaping and sidewalk installation.

## **CHAPTER 17.41 - TREE PROTECTION STANDARDS**

*17.41.020 - Tree protection—Applicability.*

- 1. Applications for development subject to Chapters 16.08 or 16.12 (Subdivision or Minor Partition) or Chapter 17.62 (Site Plan and Design Review) shall demonstrate compliance with these standards as part of the review proceedings for those developments.*
- 2. For public capital improvement projects, the city engineer shall demonstrate compliance with these standards pursuant to a Type II process.*
- 3. Tree canopy removal greater than twenty-five percent on sites greater than twenty-five percent slope, unless exempted under Section 17.41.040, shall be subject to these standards.*
- 4. A heritage tree or grove which has been designated pursuant to the procedures of Chapter 12.08.050 shall be subject to the standards of this section.*

**Response:** The proposal includes compliance with Chapter 17.62, compliance with this section is applicable.

*17.41.030 - Tree protection—Conflicting code provisions.*

*Except as otherwise specified in this section, where these standards conflict with adopted city development codes or policies, the provision which provides the greater protection for regulated trees or groves, as defined in Section 17.04, shall govern.*

**Response:** No conflicting provisions have been identified.

*17.41.040 - Same—Exemptions.*

*These regulations are not intended to regulate normal cutting, pruning and maintenance of trees on private property except where trees are located on lots that are undergoing development review or are otherwise protected within the Natural Resource Overlay District (NROD) of section 17.49. These standards are not intended to regulate farm and forest practices as those practices are defined under ORS 30.930. Farm or forest resources. An applicant for development may claim exemption from compliance with these standards if the development*



site containing the regulated grove or trees was a designated farm or forest use, tree farm, Christmas tree plantation, or other approved timber use within one year prior to development application. "Forest practices" and "forestlands" as used in this subsection shall have the meaning as set out in ORS 30.930. The community development director has the authority to modify or waive compliance in this case.

**Response:** The proposed development is not exempt.

#### *17.41.050 - Same—Compliance options.*

*Applicants for review shall comply with these requirements through one or a combination of the following procedures:*

- A. Option 1—Mitigation. Retention and removal of trees, with subsequent mitigation by replanting pursuant to Sections 17.41.060 or 17.41.070. All replanted and saved trees shall be protected by a permanent restrictive covenant or easement approved in form by the city.*
- B. Option 2—Dedicated Tract. Protection of trees or groves by placement in a tract within a new subdivision or partition plat pursuant to Sections 17.41.080—17.41.100; or*
- C. Option 3—Restrictive Covenant. Protection of trees or groves by recordation of a permanent restrictive covenant pursuant to Sections 17.41.110—17.41.120; or*
- D. Option 4—Cash-in-lieu of planting pursuant to Section 17.41.130.*

*A regulated tree that has been designated for protection pursuant to this section must be retained or permanently protected unless it has been determined by a certified arborist to be diseased or hazardous, pursuant to the following applicable provisions.*

*The community development director, pursuant to a Type II procedure, may allow a property owner to cut a specific number of trees within a regulated grove if preserving those trees would:*

- 1. Preclude achieving eighty percent of minimum density with reduction of lot size; or*
- 2. Preclude meeting minimum connectivity requirements for subdivisions.*

**Response:** This standard is not applicable. No trees are proposed for removal.

#### *17.41.060 - Tree removal and replanting—Mitigation (Option 1).*

*A. Applicants for development who select this option shall ensure that all healthy trees shall be preserved outside the construction area as defined in Chapter 17.04 to the extent practicable. Compliance with these standards shall be demonstrated in a tree mitigation plan report prepared by a certified arborist, horticulturalist or forester or other environmental professional with experience and academic credentials in forestry or arboriculture. At the applicant's expense, the city may require the report to be reviewed by a consulting arborist. The number of replacement trees required on a development site shall be calculated separately from, and in addition to, any public or street trees in the public right-of-way required under section 12.08—Community Forest and Street Trees.*

*B. The applicant shall determine the number of trees to be mitigated on the site by counting all of the trees six inch DBH (minimum four and one-half feet from the ground) or larger on the entire site and either:*

- 1. Trees that are removed outside of the construction area, shall be replanted with the number of trees specified in Column 1 of Table 17.41.060-1. Trees that are removed within the construction area shall be replanted with the number of replacement trees required in Column 2; or*

2. Diseased or hazardous trees, when the condition is verified by a certified arborist to be consistent with the definition in Section 17.04.1360, may be removed from the tree replacement calculation. Regulated healthy trees that are removed outside of the construction area, shall be replanted with the number of trees specified in Column 1 of Table 17.41.060-1. Regulated healthy trees that are removed within the construction area shall be replanted with the number of replacement trees required in Column 2.

Table 17.41.060-1

**Tree Replacement Requirements**

All replacement trees shall be either:

Two-inch caliper deciduous, or

Six-foot high conifer

Size of tree removed (DBH)	Column 1  Number of trees to be planted. (If removed Outside of construction area)	Column 2  Number of trees to be planted. (If removed Within the construction area)
6 to 12"	3	1
13 to 18"	6	2
19 to 24"	9	3
25 to 30"	12	4
31 and over"	15	5

Steps for calculating the number of replacement trees:

1. Count all trees measuring six inches DBH (minimum four and one-half feet from the ground) or larger on the entire development site.
2. Designate (in certified arborists report) the condition and size (DBH) of all trees pursuant to accepted industry standards.
3. Document any trees that are currently diseased or hazardous.
4. Subtract the number of diseased or hazardous trees in step 3. from the total number of trees on the development site in step 1. The remaining number is the number of healthy trees on the site. Use this number to determine the number of replacement trees in steps 5. through 8.
5. Define the construction area (as defined in Chapter 17.04).
6. Determine the number and diameter of trees to be removed within the construction area. Based on the size of each tree, use Column 2 to determine the number of replacement trees required.
7. Determine the number and diameter of trees to be removed outside of the construction area. Based on the size of each tree, use Column 1 to determine the number of replacement trees required.
8. Determine the total number of replacement trees from steps 6. and 7.

**Response:** This standard is not applicable. No trees are proposed for removal.

*17.41.070 - Planting area priority for mitigation (Option 1).*

*Development applications which opt for removal of trees with subsequent replanting pursuant to section 17.41.050A. shall be required to mitigate for tree cutting by complying with the following priority for replanting standards below:*

*A. First Priority. Replanting on the development site.*

*B. Second Priority. Off-site replacement tree planting locations. If the community development director determines that it is not practicable to plant the total number of replacement trees on-site, a suitable off-site planting location for the remainder of the trees may be approved that will reasonably satisfy the objectives of this section. Such locations may include either publicly owned or private land and must be approved by the community development director.*

**Response:** This standard is not applicable. No trees are proposed for removal.

*17.41.075 - Alternative mitigation plan.*

*The community development director may, subject to a Type II procedure, approve an alternative mitigation plan that adequately protects habitat pursuant to the standards for the natural resource overlay district alternative mitigation plan, Section 17.49.190.*

**Response:** This standard is not applicable. No habitat is proposed for destruction.

*17.41.080 - Tree preservation within subdivisions and partitions—Dedicated tract (Option 2).*

*A. Applicants for new subdivision and partition plats may delineate and show the regulated trees or groves as either a separate tract or part of a larger tract that meets the requirements of subsection D. of this section.*

*B. The standards for land divisions subject to this section shall apply in addition to the requirements of the city land division ordinance and zoning ordinance, provided that the minimum lot area, minimum average lot width, and minimum average lot depth standards of the base zone may be superseded in order to allow for a reduction of dimensional standards pursuant to Section 17.41.100 below.*

*C. Prior to preliminary plat approval, the regulated tree or grove area shall be shown either as a separate tract or part of a larger tract that meets the requirements of subsection D. of this section, which shall not be a part of any parcel used for construction of a structure. The size of the tract shall be the minimum necessary as recommended by a consulting arborist to adequately encompass the dripline of the tree, protect the critical root zone and ensure long term survival of the tree or grove.*

*D. Prior to final plat approval, ownership of the regulated tree or grove tract shall be identified to distinguish it from lots intended for sale. The tract may be identified as any one of the following:*

- 1. Private open space held by the owner or a homeowners association; or*
- 2. For residential land divisions, private open space subject to an easement conveying stormwater and surface water management rights to the city and preventing the owner of the tract from activities and uses inconsistent with the purpose of this document; or*
- 3. At the owners option, public open space where the tract has been dedicated to the city or other governmental unit; or*
- 4. Any other ownership proposed by the owner and approved by the community development director.*

**Response:** This standard is not applicable. No trees are proposed for removal.

*17.41.090 - Density transfers incentive for tree protection tracts (Option 2).*

*A. The purpose of this section is to allow dimensional adjustments within a regulated tree protection tract to be transferred outside said tract to the remainder of the site. This provision applies on-site and density shall not be transferred beyond the boundaries of the development site.*

*B. Development applications for subdivisions and minor partitions that request a density transfer shall:*

- 1. Provide a map showing the net buildable area of the tree protection tract;*
- 2. Provide calculations justifying the requested dimensional adjustments;*
- 3. Demonstrate that the minimum lot size requirements can be met based on an average of all lots created, including the tree protection tract created pursuant to Section 17.41.080;*
- 4. Demonstrate that, with the exception of the tree protection tract created pursuant to Section 17.41.080, no parcels have been created which would be unbuildable in terms of minimum yard setbacks;*
- 5. Meet all other standards of the base zone except as modified in section 17.41.100.*

*C. The area of land contained in a tree protection tract may be excluded from the calculations for determining compliance with minimum density requirements of the zoning code.*

**Response:** This standard is not applicable. No trees are proposed for removal.

*17.41.100 - Permitted modifications to dimensional standards (Option 2 only).*

*A. An applicant proposing to protect trees in a dedicated tract pursuant to section 17.41.080 may request, and the community development director, pursuant to a Type II procedure, may grant a reduction to, the lot size, width, depth, and setbacks of the underlying zone district in approving a subdivision or partition if necessary to retain a regulated tree or grove in a tract, as long as the calculation of average lot size, including tree protection tracts, meet the minimum lot size for the zone. The applicant may choose to make the adjustments over as many lots as required. For example, the lot reduction could be spread across all the remaining lots in the proposed subdivision or partition or could be applied to only those needed to incorporate the area of the tree tract.*

*Table 17.41.100 A*

*Lot Size Reduction*

<i>ZONE</i>	<i>Min. Lot Size [sq. feet]</i>	<i>Min. Lot Width</i>	<i>Min. Lot Depth</i>
<i>R-10</i>	<i>5,000 sq. feet</i>	<i>50'</i>	<i>65'</i>
<i>R-8</i>	<i>4,000 sq. feet</i>	<i>45'</i>	<i>60'</i>
<i>R-6</i>	<i>3,500 sq. feet</i>	<i>35'</i>	<i>55'</i>
<i>R-5</i>	<i>3,000 sq. feet</i>	<i>30'</i>	<i>50'</i>
<i>R-3.5</i>	<i>1,800 sq. feet</i>	<i>20'</i>	<i>45'</i>

Table 17.41.100 B

*Reduced Dimensional Standards for Detached Single-Family Residential Units*

<i>Size of Reduced Lot</i>	<i>Front Yard Setback</i>	<i>Rear Yard Setback</i>	<i>Side yard Setback</i>	<i>Corner Side</i>	<i>Lot Coverage</i>
<i>8,000—9,999 square feet</i>	<i>15 feet</i>	<i>20 feet</i>	<i>7/9 feet</i>	<i>15 feet</i>	<i>40%</i>
<i>6,000—7,999 square feet</i>	<i>10 feet</i>	<i>15 feet</i>	<i>5/7 feet</i>	<i>15 feet</i>	<i>40%</i>
<i>4,000—5,999 square feet</i>	<i>10 feet</i>	<i>15 feet</i>	<i>5/5 feet</i>	<i>10 feet</i>	<i>40%</i>
<i>1,800—3,999 square feet</i>	<i>5 feet</i>	<i>15 feet</i>	<i>5/5 feet</i>	<i>10 feet</i>	<i>55%</i>

Table 17.41.100 C

*Reduced Dimensional Standards for Single-Family Attached or Two-Family Residential Units*

<i>Size of Reduced Lot</i>	<i>Front Yard Setback</i>	<i>Rear Yard Setback</i>	<i>Side yard Setback</i>	<i>Corner Side</i>	<i>Lot Coverage</i>
<i>3,500—7,000 square feet</i>	<i>10 feet</i>	<i>15 feet</i>	<i>5/0* feet</i>	<i>10 feet</i>	<i>40%</i>
<i>1,800—3,499 square feet</i>	<i>5 feet</i>	<i>15 feet</i>	<i>5/0* feet</i>	<i>10 feet</i>	<i>55%</i>

*\*0 foot setback is only allowed on single-family attached units*

**Response:** This standard is not applicable. No modifications are requested and this is not a residential project.

**17.41.110 - Tree protection by restrictive covenant (Option 3).**

*Any regulated tree or grove which cannot be protected in a tract pursuant to Section 17.41.080 above shall be protected with a restrictive covenant in a format to be approved by the community development director. Such covenant shall be recorded against the property deed and shall contain provisions to permanently protect the regulated tree or grove unless such tree or grove, as determined by a certified arborist and approved by the community development director, are determined to be diseased or hazardous.*

**Response:** This standard is not applicable. No Trees are proposed for removal.

**17.41.120 - Permitted adjustments (Option 3 Only).**

*A. The community development director, pursuant to a Type II procedure, may grant an adjustment to the side, front and rear yard setback standards by up to 50 percent if necessary to retain a Regulated Tree or Grove through a restrictive covenant pursuant to this section. In no case may the side yard setback be reduce less than three feet. The adjustment shall be the*



*minimum necessary to accomplish preservation of trees on the lot and shall not conflict with other conditions imposed on the property.*

*B. The community development director, pursuant to a Type II procedure, may grant an adjustment to street standards, pursuant to adopted public works standards, in order to preserve a tree. This may include flexibility to redesign sidewalk and planter strip sizes and locations and allow placement of sidewalks and planter strips in an easement within private lots.*

*C. The community development director, pursuant to a Type II procedure, may allow other adjustments in order to preserve any healthy tree that cannot be moved due to its size, but will contribute to the landscape character of the area and will not present a foreseeable hazard if retained.*

**Response:** This standard is not applicable. No adjustments are requested.

#### *17.41.1[25] - Cash-in-lieu of planting (tree bank/fund) (Option 4).*

*The applicant may choose this option in-lieu-of or in addition to Compliance Options 1 through 3. In this case, the community development director may approve the payment of cash-in-lieu into a dedicated fund for the remainder of trees that cannot be replanted in the manner described above.*

*A. The cash-in-lieu payment per tree shall be as listed on the adopted fee schedule and shall be adjusted annually based on the Consumer Price Index (Index). The price shall include the cost of materials, transportation and planting.*

*B. The amount of the cash-in-lieu payment into the tree bank shall be calculated as the difference between the value of the total number of trees an applicant is required to plant, including cost of installation and adjusted for Consumer Price Index, minus the value of the trees actually planted. The value of the trees shall be based on the adopted fee schedule.*

**Response:** This standard is not applicable, no mitigation is required.

#### *17.41.130 - Regulated tree protection procedures during construction.*

*A. No permit for any grading or construction of public or private improvements may be released prior to verification by the community development director that regulated trees designated for protection or conservation have been protected according to the following standards. No trees designated for removal shall be removed without prior written approval from the community development director.*

*B. Tree protection shall be as recommended by a qualified arborist or, as a minimum, to include the following protective measures:*

*1. Except as otherwise determined by the community development director, all required tree protection measures set forth in this section shall be instituted prior to any development activities, including, but not limited to clearing, grading, excavation or demolition work, and such measures shall be removed only after completion of all construction activity, including necessary landscaping and irrigation installation, and any required plat, tract, conservation easement or restrictive covenant has been recorded.*

*2. Approved construction fencing, a minimum of four feet tall with steel posts placed no farther than ten feet apart, shall be installed at the edge of the tree protection zone or dripline,*

*whichever is greater. An alternative may be used with the approval of the community development director.*

*3. Approved signs shall be attached to the fencing stating that inside the fencing is a tree protection zone, not to be disturbed unless prior approval has been obtained from the community development director.*

*4. No construction activity shall occur within the tree protection zone, including, but not limited to; dumping or storage of materials such as building supplies, soil, waste items; nor passage or parking of vehicles or equipment.*

*5. The tree protection zone shall remain free of chemically injurious materials and liquids such as paints, thinners, cleaning solutions, petroleum products, and concrete or dry wall excess, construction debris, or run-off.*

*6. No excavation, trenching, grading, root pruning or other activity shall occur within the tree protection zone unless directed by an arborist present on site and approved by the community development director.*

*7. No machinery repair or cleaning shall be performed within ten feet of the dripline of any trees identified for protection.*

*8. Digging a trench for placement of public or private utilities or other structure within the critical root zone of a tree to be protected is prohibited. Boring under or through the tree protection zone may be permitted if approved by the community development director and pursuant to the approved written recommendations and on-site guidance and supervision of a certified arborist.*

*9. The city may require that a certified arborist be present during any construction or grading activities that may affect the dripline of trees to be protected.*

*10. The community development director may impose conditions to avoid disturbance to tree roots from grading activities and to protect trees and other significant vegetation identified for retention from harm. Such conditions may include, if necessary, the advisory expertise of a qualified consulting arborist or horticulturist both during and after site preparation, and a special maintenance/management program to provide protection to the resource as recommended by the arborist or horticulturist.*

*C. Changes in soil hydrology due to soil compaction and site drainage within tree protection areas shall be avoided. Drainage and grading plans shall include provision to ensure that drainage of the site does not conflict with the standards of this section. Excessive site run-off shall be directed to appropriate storm drainage facilities and away from trees designated for conservation or protection.*

**Response:** The proposed development will adequately protect existing trees onsite as identified in this section with temporary fencing, etc. With the exception of sidewalk widening on the southwest side of the building, no ground disturbance within the protection area is anticipated. Arborists will be consulted as needed.

#### **CHAPTER 17.54.100 – FENCES, HEDGES AND WALLS**

**Response:** No new fences or walls are proposed.

**CHAPTER 17.58 LAWFUL NONCONFORMING USES, STRUCTURES AND LOTS****17.58.015 Applicability.**

*The regulations of this chapter apply only to those nonconforming situations that were lawfully established or that were approved through a land use decision. All nonconforming structures, uses or lots shall have been maintained over time. These situations have lawful nonconforming status. Nonconforming situations that were not allowed when established or have not been maintained over time have no lawful right to continue.*

**Response:** The subject site is nonconforming for a variety of reasons including the setback from the property lines, the location of a parking lot in front of a structure, minimum transparency requirements, etc. This chapter is applicable.

**17.58.040 Lawful nonconforming structure**

*A structure that was lawfully established but no longer conforms to all development standards of this land use code (such as setbacks) shall be considered a lawful nonconforming structure. Notwithstanding development standard requirements in this Code, minor repairs and routing maintenance of a lawful nonconforming structure are permitted. The continuation of a lawful nonconforming structure is subject to the following:*

*A. Accidental Destruction. When a nonconforming structure is damaged by fire or other causes, the structure may be rebuilt using the same structure footprint.*

**Response:** This standard is not applicable. The structure was not damaged or destroyed.

*B. Intentional Destruction. When a nonconforming structure is removed or intentionally damaged by fire or other causes within the control of the owner, the replacement structure shall comply with the development standards of this title.*

**Response:** This standard is not applicable. The structure was not removed or intentionally damaged.

*C. Expansion. An expansion of a lawful nonconforming structure may be approved, conditionally approved or denied in accordance with the standards and procedures of this section.*

*1. In making a determination on such applications, the decision maker shall weigh the proposal's positive and negative features and the public convenience or necessity to be served against any adverse conditions that would result from authorizing the particular development at the location proposed, and, to approve such expansion, it must be found that the criteria identified in Section 17.58.060 have either been met, can be met by observance of conditions, or are not applicable.*

*2. An expansion of a nonconforming structure with alterations that exceed the threshold of subparagraph C.2.a. below shall comply with the development standards listed in subparagraph C.2.b. The value of the alterations and improvements is based on the entire project and not individual building permits.*

*a. Thresholds triggering compliance. The standards of subparagraph C.2.b. below shall be met when the value of the proposed exterior alterations or additions to the site, as determined by*

*the community development director, is more than seventy-five thousand dollars. The following alterations and improvements shall not be included in the threshold calculation:*

- 1. Proposed alterations to meet approved fire and life safety agreements;*
- 2. Alterations related to the removal of existing architectural barriers, as required by the Americans with Disabilities Act, or as specified in Section 1113 of the Oregon Structural Specialty Code;*
- 3. Alterations required to meet Seismic Design Requirements; and*
- 4. Improvements to on-site stormwater management facilities in conformance with Oregon City Stormwater Design Standards.*

**Response:** The application entails exterior alterations to a lawfully nonconforming structure. Including a new roof and exterior building materials, minor changes to the parking lot striping, and lighting. The cost of the proposed exterior alterations is anticipated to be approximately \$135,649, requiring nonconforming improvements. The total cost for the exterior alterations are provided below:

- Roof and exterior mechanical screen: \$ 61,271
- Siding: \$ 71,878
- Lighting: \$ 1,000
- Repainting the parking lot: \$ 1,500

*b. Standards that shall be met. Developments not complying with the development standards listed below shall be brought into conformance.*

- 1. Pedestrian circulation systems, as set out in the pedestrian standards that apply to the sites;*
- 2. Minimum perimeter parking lot landscaping;*
- 3. Minimum interior parking lot landscaping;*
- 4. Minimum site landscaping requirements;*
- 5. Bicycle parking by upgrading existing racks and providing additional spaces in order to comply with Chapter 17.52—Off-Street Parking and Loading;*
- 6. Screening; and*
- 7. Paving of surface parking and exterior storage and display areas.*

**Response:** The site currently does not comply with the pedestrian circulation, minimum perimeter parking lot landscaping, and bicycle parking standards. The proposal includes nonconforming upgrades to the following

- Pedestrian circulation -
  - New pedestrian accessway from the front of the annex to Linn Avenue
  - Widening the sidewalk on the southwest side of the structure from 4 feet to 5 feet.
  - Removing the fencing to allow the pedestrian accessway to extend from the rear of the building to Linn Avenue.
- Minimum perimeter parking lot landscaping
  - Installation of bushes, trees, shrubs, groundcover and irrigation
- Bicycle parking standards
  - Installation of two bicycle parking facilities which each hold 2 bikes, for a total of 4 bicycle parking stalls.

*c. Area of required improvements.*

*1. Generally. Except as provided in C.2.c.2. below, required improvements shall be made for the entire site.*

*2. Exception for sites with ground leases. Required improvements may be limited to a smaller area if there is a ground lease for the portion of the site where the alterations are proposed. If all of the following are met, the area of the ground lease will be considered as a separate site for purposes of required improvements. The applicant shall meet the following:*

*i. The signed ground lease — or excerpts from the lease document satisfactory to the city attorney — shall be submitted to the community development director. The portions of the lease shall include the following:*

- *The term of the lease. In all cases, there must be at least one year remaining on the ground lease; and*

- *A legal description of the boundaries of the lease.*

*ii. The boundaries of the ground lease shall be shown on the site plan submitted with the application. The area of the lease shall include all existing and any proposed development that is required for, or is used exclusively by, those uses within the area of the lease; and*

*iii. Screening shall not be required along the boundaries of ground leases that are interior to the site.*

**Response:** A majority of the subject site is leased by Marylhurst Elementary School (see APPENDIX E). The proposed improvements are limited to the portion of the site associated with the proposed development, which is not within a lease agreement.

*d. Timing and cost of required improvements. The applicant may choose one of the two following options for making the required improvements:*

*1. Option 1. Required improvements may be made as part of the alteration that triggers the required improvements. The cost of the standards that shall be met, identified in subparagraph C.2.b. above, is limited to ten percent of the value of the proposed alterations. It is the responsibility of the applicant to document to the community development director the value of the required improvements. Additional costs may be required to comply with other applicable requirements associated with the proposal. When all required improvements are not being made, the priority for the improvements shall be as listed in subparagraph C.2.b. above.*

*2. Option 2. Required improvements may be made over several years, based on the compliance period identified in Table 17.58—1 below. However, by the end of the compliance period, the site shall be brought fully into compliance with the standards listed in subparagraph C.2.b. Where this option is chosen, the following must be met:*

*i. Before a building permit is issued, the applicant shall submit the following to the community development director:*

- *A Nonconforming Development Assessment, which identifies in writing and on a site plan, all development that does not meet the standards listed in Subparagraph C.2.b.*

- *A covenant, in a form approved by the city attorney, executed by the property owner that meets the requirements of 17.50.150. The covenant shall identify development on the site that does not meet the standards listed in Subparagraph C.2.b., and require the owner to bring that development fully into compliance with this title. The covenant shall also specify the date by*



which the owner will be in conformance. The date must be within the compliance periods set out in Table 17.58 — 1.

ii. The nonconforming development identified in the Nonconforming Development Assessment shall be brought into full compliance with the requirements of this Title within the following compliance periods. The compliance period begins when a building permit is issued for alterations to the site of more than seventy-five thousand dollars. The compliance periods are based on the size of the site (see Table 17.58—1 below).

iii. By the end of the compliance period, the applicant or owner shall request that the site be certified by the community development director as in compliance. If the request is not received within that time, or if the site is not fully in conformance, no additional building permits will be issued.

iv. If the regulations referred to by subparagraph C.2.b. are amended after the Nonconforming Development Assessment is received by the community development director, and those amendments result in development on the site that was not addressed by the Assessment becoming nonconforming, the applicant shall address the new nonconforming development using Option 1 or 2. If the applicant chooses Option 2, a separate Nonconforming Development Assessment, covenant and compliance period will be required for the new nonconforming development.

Table 17.58—1

Compliance Periods for Option 2

Square footage of site	Compliance Period
Less than 150,000 sq. ft.	2 years
150,000 sq. ft. or more, up to 300,000 sq. ft.	3 years
300,000 sq. ft. or more, up to 500,000 sq. ft.	4 years
More than 500,000 sq. ft.	5 years

**Response:** The applicant proposes to abide by Option 1. The required improvements will be made as part of the exterior remodel of the structure. The cost of the exterior alterations is \$135,649 which requires up to \$13,564.90 on nonconforming upgrades. The cost of the proposed upgrades is \$60,949, far exceeding the minimum requirement.

- Landscaping: \$ 58,239 (Though a portion is not dedicated to nonconforming upgrades)
- Changes to the pedestrian accessway: \$ 2,060
- Installation of the bike parking stalls: \$ 500
- Removal of the fence panel adjacent to the rear of the building: \$ 150

#### **CHAPTER 12.04 - STREETS SIDEWALKS AND PUBLIC PLACES**

**Response:** The application includes a proposed amendment to the Comprehensive Plan and Zone Change which are not considered development and do not require street improvements. However, the application includes a Minor Site Plan and Design Review application to accommodate minor exterior alterations to the exiting Annex (such as a new roof, mechanical units, new exterior siding, windows, re striping the parking lot, and nonconforming upgrades to

the site for pedestrian accessways, landscaping, and bicycle parking). Due to the small scale of Minor Site Plan and Design Review applications and thus the minor impact on the City's infrastructure, as well as a concern for requiring unproportional improvements, the City does not require street improvements with Minor Site Plan and Design Review applications.

#### **Chapter 12.08 - PUBLIC AND STREET TREES**

**Response:** The proposed amendment to the Comprehensive Plan and Zone Change which are not considered development and do not require street improvements. However, the application includes a Minor Site Plan and Design Review application to accommodate minor exterior alterations to the existing Annex (such as a new roof, mechanical units, new exterior siding, windows, re-striping the parking lot, and nonconforming upgrades to the site for pedestrian accessways, landscaping, and bicycle parking). Due to the small scale of Minor Site Plan and Design Review applications and the minor impact on the City's infrastructure the City does not require street improvements with Minor Site Plan and Design Review applications.

## APPENDIX A RIVERCREST NEIGHBORHOOD ASSOCIATION INFORMATION

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Rivercrest – Neighborhood Association Meeting Notes  
June 15, 2017

Kelly Reid presented to the neighborhood association on behalf of the applicant at a regular meeting on June 15, 2017. She described the project, including the zone change, comprehensive plan amendment, minor site plan for exterior alterations, and the trip cap. The members present were generally in support and commented that parking will be easier at the new location. They asked if the zone change would apply for the entire site and if the police station is covered in the proposed zoning district. They also asked about the process, how to comment, and the anticipated timing of the application.

### **Rivercrest Neighborhood Association Minutes General Meeting**

June 15, 2017, 7:00 PM

First Evangelical Presbyterian Church of Oregon City  
Acting Chair/Nominee: Ed Lindquist, Co-Chair: Karin Morey  
Acting Secretary/Treasurer/Nominee: Violet Stephenson

21 members present (Sign Up Sheet attached)

Guests:

Sgt. David Edwins, OCPD  
Kelly Reid, Oregon City Planning  
Tony Konkol, City Manager  
Wes Rogers, OCSD  
Jonathan Waverly, OC Parks

Karin Morey called the meeting to order. Presented last meeting minutes for review.

#### Officer Elections:

Karin presented steering committee nominations to fill open Chair and Secretary/Treasurer positions. Opened the floor for nominations. Vern Buttolph nominated Ed Lindquist for Chair, nomination seconded and general membership voted unanimously to confirm. Ed Lindquist nominated Violet Stephenson for Secretary/Treasurer, nomination was seconded and unanimously confirmed by general members. Ed and Violet accepted the positions. Elections process was closed.

#### Treasurer Report:

Opening Balance: \$2487.08  
Flower Sale Deposits: \$1865.00  
Checks Written: \$1402.50 for flower baskets & \$184.00 for annual Liability Insurance Policy Premium.

Ending Balance: \$2765.58

Bank account will be updated to reflect new officer names and contact information.

#### Guest Presentations:

##### **Kelly Reid, Oregon City Planning**

Kelly presented membership with the plan to submit an application to Planning Commission to modify the Mt. Pleasant school property parcel zoning to “institutional” from “quasi-public.” The City owns the property and this modification will allow for the Community Development and Planning department to move into the annex building located to the side of the school building. The current location of the Planning department is coming to the end of their lease agreement. Kelly advised that the traffic in NOT expected to be impacted by this move. Kelly advised that after the application is submitted there will be public hearings scheduled and announced. Expected timing for submission of application is July-August 2017. RNA may convene an additional meeting to collect input for public hearing process.

##### **Sgt. David Edwins, OCPD**

Sgt. Edwins presented membership with the Call Activity Report dated May, 2017. He discussed with members the continued challenges with the area within our neighborhood referred to as “The Cross,” “The bluff.” Members expressed continued frustration with noise, vandalism in this area as well as the increased traffic of individuals going to the location. There have been increased patrols and increased traffic stops since the last meeting. Members requested continued focus on this area as it affects the livability of the entire neighborhood. Sgt. Edwins reiterated the importance of calling in any illegal or suspicious activity. All the calls provide insight into the activity and help the OCPD respond and allocate resources. Sgt. Edwins announced the addition of an officer to a new roll focused on the transient and homeless population. Officer Mike Day assumes these duties this summer and will work with neighborhoods as well as the transient population. RNA would like to have Officer Day attend our next meeting if possible.

##### **Tony Konkol, City Manager**

Tony presented the members with the 2017-2019 Goals and Priorities for the city of Oregon City. He provided copies of the document as well as made it clear that the information is available online at the City website. Tony shared some of the awards the City has received in recent year as well as the accomplishments of previous years goals. Good membership discussion regarding the focus of the City Commissions goals.

##### **Wes Rogers, Oregon City School District**

Wes presented the Gardiner Middle School proposal to add two modular classrooms on school property. He provided a map for proposed locations as well as architectural renderings of the facilities. He advised that the student population has increased and the current school is at full capacity. Based on incoming student enrollments the two modular are required. General discussion included parking challenges to an already tight parking area. Wes invited additional comments or questions and provided his contact information to members.

### **Jonathan Waverly, Oregon City Parks Department**

Karin introduced Jonathan and advised members that he attended at the request of members to discuss safety and security concerns at Rivercrest Park. Specific discussion was focused on the request for viability of a Park Host at Rivercrest. Jonathan described current park host locations within the park system in Oregon City and presented some of the perceived challenges. After much discussion it was requested that more information or study be done to address the security and safety at Rivercrest and Waterboard, aka: “the Cross, the Bluff”. Jonathan reiterated Sgt. Edwins advice to make the calls to OCPD when witnessing any suspicious activities. Members requested additional wood chips be added to the dog disposal stand areas, requested evaluation be done to install better drain system in swampy area by picnic shelter. Members asked about tree replacement plans after losing multiple trees over the past couple of years. There may be funds available from a Metrol Enhancement Grant-more information is needed. Chair, Ed Lindquist suggested a sub committee or task force may be helpful to further this discussion.

### **General Meeting Discussion/Action:**

Karin Morey nominated Ed Lindquist to be the back up representative to the Citizens Involvement Committee. He accepted and general membership approved.

Karin Morey presented the quotes Vern Buttolph obtained for purchasing new RNA signs. Two bids were received. The bid will be awarded to the vendor that can meet the delivery requirement of June 30, 2017. Both vendors operate in Oregon City.

Reminder announcement made about the RNA Annual BBQ & Dessert Potluck: August 15 @ 5:30 pm. Picnic committee needs to meet to confirm plans. Reservation for shelter areas has been received.

Upcoming Meeting Dates:

Steering Committee- October 19

General Membership Meeting – November 16

Meeting closed by Chair Ed Lindquist at 9:00 pm.



June 16th

Name	Address	Phone &/or Email
Chris Hemper	829 Linn	(503) 601-9017 chris@hemper.com
Patty Epperson	320 Promontory Ave (503) 380-1451	pepper@zcs.com
Sgt. David Edwins	520 Wallace mine	503-793-4621
Wes & Colleen Ramsey	VINEY	
Mike & Alice Miller	141 CORRA	503-655-7765
Ferruccio & Sharon Crocetti	420 McLeber	503-657-2578
Wes Rogers	Oregon City School District	906 Summit St O.C.
Delma Buttrick	250 Park Dr.	503-656-9027
Jess Buttrick	" "	" "
Melanie McKnight	161 Parkway Dr. OC	503 656-6435
Erin & Leahy Kuega	6031 Charming St OC	503-656-4916
Fred Pufford	611 BRISTOL AVE	702-217-0106
Kevin Poppert & Cathy Poppert	222 Park Dr.	503 655-3841
Jessica & Steven Rice	214 Park Dr	415 443-7273
Jonathan Waverly	500 Hilda St	503-519-0577

## APPENDIX B STATE HISTORIC PRESERVATION OFFICE LETTER



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



July 18, 2017

Ms. Diliana Vassileva  
City of Oregon City Planning  
221 Molalla Ave  
Ste 200  
Oregon City, OR 97045

RE: SHPO Case No. 17-1018

City of Oregon City, PA 17-35, Zone change from Residential to Institutional Plan

Zone change

1232 Linn Ave (3S 2E 06DB, Oregon City, Clackamas County

Dear Ms. Vassileva:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA  
State Archaeologist  
(503) 986-0674  
[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)

APPENDIX C KITTELSON AND ASSOCIATES TRAFFIC ANALYSIS

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610 SW ALDER STREET, SUITE 700  
PORTLAND, OR 97205  
P 503.228.5230 F 503.273.8169

August 14, 2017

Project #: 21365

John Replinger, PE  
Replinger & Associates LLC  
6330 SE 36<sup>th</sup> Avenue  
Portland, OR 97202

City of Oregon City Planning  
221 Molalla Avenue, Suite 200  
Oregon City, OR 97045

***RE: Oregon City Community Development Department Relocation Transportation Analysis Letter***

Dear Mr. Replinger,

The City of Oregon City is proposing redevelopment of the “annex” portion of the former Mt. Pleasant Elementary School to house the Oregon City Community Development Department. The site is located at 1232 Linn Avenue and is bounded by Warner Parrott Road and Linn Avenue. This Traffic Analysis Letter (TAL) documents the expected trips to be generated by the proposed development, the location of site driveways, the compliance of these driveways with city regulations, and the agreement of the surrounding area with the City’s *Transportation System Plan* (TSP).

**SUMMARY OF FINDINGS**

The proposed renovation of the 7,000 square feet annex building to a government office building will require rezoning the site from a Residential Zone to an Institutional Zone. To limit the potential transportation impact the new zoning could have on the community, the City proposes a trip cap on the site that will limit future site trip generation to no more trips than currently allowed under the existing zoning. Further, review of local conditions determined that key study intersections close to the development will operate in conformance with the City’s standards with the proposed land use change, and that there are no historic safety issues associated with streets surrounding the site. Based on our review, preparation of a TAL fully addresses the City’s Community Development Code requirements and a full Traffic Impact Analysis is not necessary.

## EXISTING CONDITIONS

This section summarizes the existing characteristics of the transportation system and adjacent land uses in the vicinity of the proposed development, including an inventory of the existing transportation facilities and a summary of recent study intersection crash history. Employees from Kittelson and Associates, Inc. (KAI) visited the site in June 2017 to take measurements, observe traffic, and examine the current conditions of the surrounding area. Findings are documented in the following sections.

### Street Characteristics

Table 1 displays some of the features of the primary roadways in the vicinity.

**Table 1. Street Characteristics in Site Vicinity**

Street	Comprehensive Plan Designation	Classification <sup>1</sup>	Speed Limit	Motor Vehicle Travel Lanes	Pavement Width	Sidewalks	Bike Lanes	On-Street Parking
Warner Parrott Road/Warner Milne Road	Residential/Mixed Use	Minor Arterial	30	2-4 <sup>2</sup>	60 feet	Yes	Yes	No <sup>3</sup>
Linn Avenue/Leland Road	Residential/Mixed Use	Minor Arterial	35	2-3 <sup>4</sup>	50 feet	Yes	Yes	Yes <sup>5</sup>
S Central Point Road	Residential	Collector	35	2-3 <sup>6</sup>	48 feet	Yes	Yes	No
Williams Street	Residential	Local	25*	2	48 feet	No	No	Yes

<sup>1</sup> Per City of Oregon City Transportation System Plan, Figure 8

<sup>2</sup> Warner Parrott Road/Warner Milne Road widens to a four-lane cross-section at the Linn Avenue/Leland Road intersection to accommodate right-turn and left-turn lanes.

<sup>3</sup> Some on-street parking is available on the south side of Warner Parrott Road west of the existing site exit.

<sup>4</sup> Linn Avenue/Leland Road widens to a three-lane cross-section at the Warner Parrott/Warner Milne intersection to accommodate left-turn lanes.

<sup>5</sup> Some on-street parking is available on the west side of Linn Avenue between Williams Street and Hood Street.

<sup>6</sup> S Central Point Road widens to a three-lane cross-section between Warner Parrott Road and a point approximately 700 feet to the southwest to accommodate a two-way-left-turn lane.

\*No speed limit posted; therefore, assumed to be 25 mph.

The City of Oregon City's *Transportation System Plan (TSP)* and the *Oregon City Municipal Code 12.04.180 – Street Design* provide street design criteria. Oregon City identifies roadway frontage improvement requirements for its streets depending in part on the surrounding land use classification. The TSP does not have an Institutional land use classification for determining street design parameters; therefore, this letter compares the roadways fronting the site to the Residential designation, as this classification is the best comparable one available from the TSP and a residential zone often allows some institutional land uses as a conditional use.



Figure 1 below from the TSP shows a cross section of a road with the various components that comprise a complete street. For residential roads the TSP recommends a high priority be placed on walking without neglecting the needs of motorists and bicyclists. The roads fronting the proposed site have bike lanes, sidewalks, and landscaping strips today, each of which are encouraged in the TSP. The combined width of these features is less than the maximum allowable right of way set forth in the municipal code. On-street parking is available on the south side of Warner Parrott Road just west of the site, and on the west side of Linn Avenue north of the site.

**Figure 1. Components of Oregon City Streets**

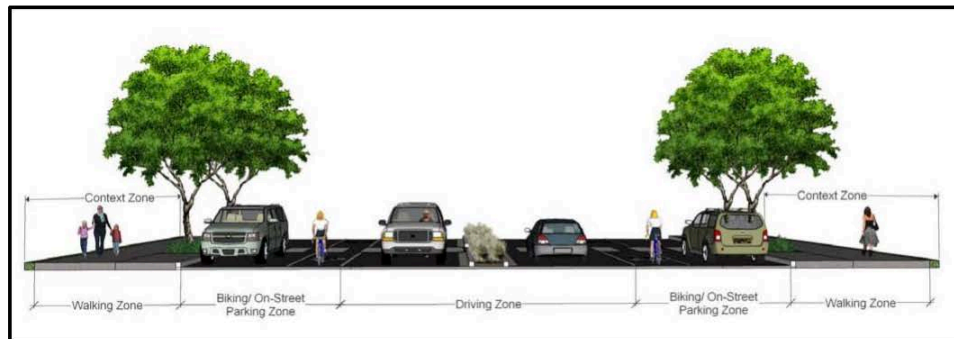


Image Source: Oregon City Transportation System Plan

### Traffic Safety

The reported crash histories of four intersections near the site were reviewed to identify potential safety issues. The Oregon Department of Transportation (ODOT) provided reported crash records from the study intersections for the most recently available three-year period, from January 1, 2013 to December 31, 2015. Table 2 summarizes the crash data at the four intersections. *Appendix "A" includes the crash data.*

**Table 2. Intersection Crash Summary (2013-2015)**

Intersection	Crash Type				Severity			Total Crashes
	Rear End / Backing	Turning / Angle	Fixed / Other Object	Pedestrian or Bike	PDO <sup>1</sup>	Injury Crashes	Fatal Crashes	
Site Driveway/ Warner Parrott Road	1	-	1	-	2	-	-	2
S Central Point Road/ Linn Avenue	3	2	1	-	4	2	-	6
Warner Parrott Road-Warner Milne Road/Linn Avenue-Leland Road	11	6	1	2	10	10	-	20
Linn Avenue / Williams Street	-	-	-	-	-	-	-	-

<sup>1</sup> Property Damage Only

Kittelson & Associates, Inc.

Portland, Oregon



As displayed in Table 2, there have been relatively few reported crashes around the site in the three year study period. There were no reported fatalities, and many of the reported crashes involved property damage only. In the future, the intersection of Warner Parrott/Warner Milne Road and Linn Avenue/Leland Road is expected to be reconstructed into a modern roundabout. The intersection reconfiguration as a roundabout is expected to improve both intersection operations and safety performance once completed.

During our field investigation it was noted that current signing at the site driveways to the annex building is outdated and should be removed or replaced in conjunction with the proposed site redevelopment. For example, there is currently a sign posted that reads, "SCHOOL ENTRANCE," as shown in Photo 1. While this indicates that the driveway is an entrance, it does not necessarily suggest that it is an entrance only. Additionally, as shown in Photo 2, the "STOP" sign and "DO NOT ENTER" sign at the driveway exit on Linn Avenue are faded and should be considered for replacement with the proposed site redevelopment.

**Photo 1: Existing School Entrance Sign**



**Photo 2: Existing Driveway Stop Sign to Linn Avenue**



### Current Detour Route Implications on Intersection Operations

Vehicles turning at or traveling through the intersection of Warner Parrott Road/Warner Milne Road and Linn Avenue/Leland Road currently experience a fair amount of delay. Current traffic volumes at the intersection are higher than historic patterns due to the temporary closure of the southbound lane of South End Road in Oregon City. Oregon City has posted a South End Road detour route that directs traffic through the Warner Parrott Road/Warner Milne Road and Linn Avenue/Leland Road intersection. The detour route, obtained from the City's website, is illustrated in Figure 2.

Figure 2. South End Road Detour Route

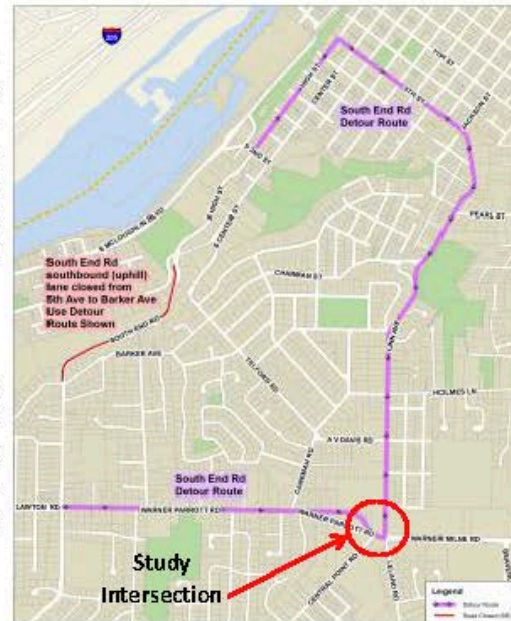


Image Source: City of Oregon City

### Pedestrian Facilities

Field observation determined there is a relatively complete existing network of sidewalks and crosswalks connecting the site to the surrounding area. A few items were identified that could be improved in conjunction with site frontage improvements including:

- The sidewalk along the site frontage on Warner Parrott Road currently terminates approximately 150 feet prior to the west end of the property as shown in Figure 3 on the following page. The missing segment of sidewalk should be completed in conjunction with standard frontage improvements.
- A north-south crosswalk of Warner Parrott Road is currently located at the western terminus of the frontage sidewalk on the north side of Warner Parrott Road; however, there is no curb ramp on either side of the crosswalk, as shown in Photo 3 on the following page. Should the City choose to retain the crosswalk, consideration should be given to providing ADA-compliant ramps for the crosswalk.
- The intersection of Warner Parrott Road/Warner Milne Road and Linn Avenue/Leland Road has crosswalks with pedestrian signal heads signs on all four intersection legs. The pedestrian signal heads currently do not have countdown timers, which would be preferable. Additionally, the curb cut at the northwest corner of the intersection, on the corner adjacent to the property, may not meet ADA standards. There is only one curb ramp, where there should be one for each crosswalk.



- The sidewalk on the east side of Linn Avenue currently terminates prior to Williams Street and the curb ramp directs users into the northbound bike lane, as shown in Photo 4. The City could consider reconstructing the sidewalk and curb ramp on the southeast corner of the Linn Avenue/Williams Street intersection. It appears that reconfiguration of the sidewalk would impact a stormwater inlet as well as support wires for a utility pole.

**Figure 3. Aerial with Locations of Pedestrian Facility Considerations**



Image Source: Google Maps

**Photo 3: No Ramp from Sidewalk to Crosswalk**



**Photo 4: Sidewalk Ramp into Bicycle Lane**



### Bicycle Facilities

Bicycle facilities are provided in the site vicinity, including designated bike lanes along both sides of the roadways fronting the site. During our field observations it was noted that some motor vehicles traveling westbound through the horizontal curve along Warner Parrott Road along the site frontage cross into the bike lane instead of staying within the travel lane around the curve as shown in Photo 5. The bicycle lane markings in this area are worn from cars repeatedly driving over the lane line. This issue may be addressed when the future roundabout is installed.

**Photo 5: Westbound Vehicle on Warner Parrott Road Crossing into Bike Lane**



### Transit Facilities

There is a TriMet Park & Ride facility located across the street from the site at the First Presbyterian Church, east of Linn Avenue and south of Williams Street. The lot serves TriMet Route #33, a high frequency route which operates between Clackamas Community College and Clackamas Town Center Transit Center.

## PROPOSED DEVELOPMENT SUMMARY

The proposed development re-purposes the annex, a 7,000 square foot building of the former elementary school for use as a government office space. As shown in Figure 4, the proposed site plan would retain the existing site driveways including separate entrance and exit driveways located on Warner Parrott Road as well as an exit-only driveway on Linn Avenue.

## TRAFFIC ANALYSIS LETTER DOCUMENTATION

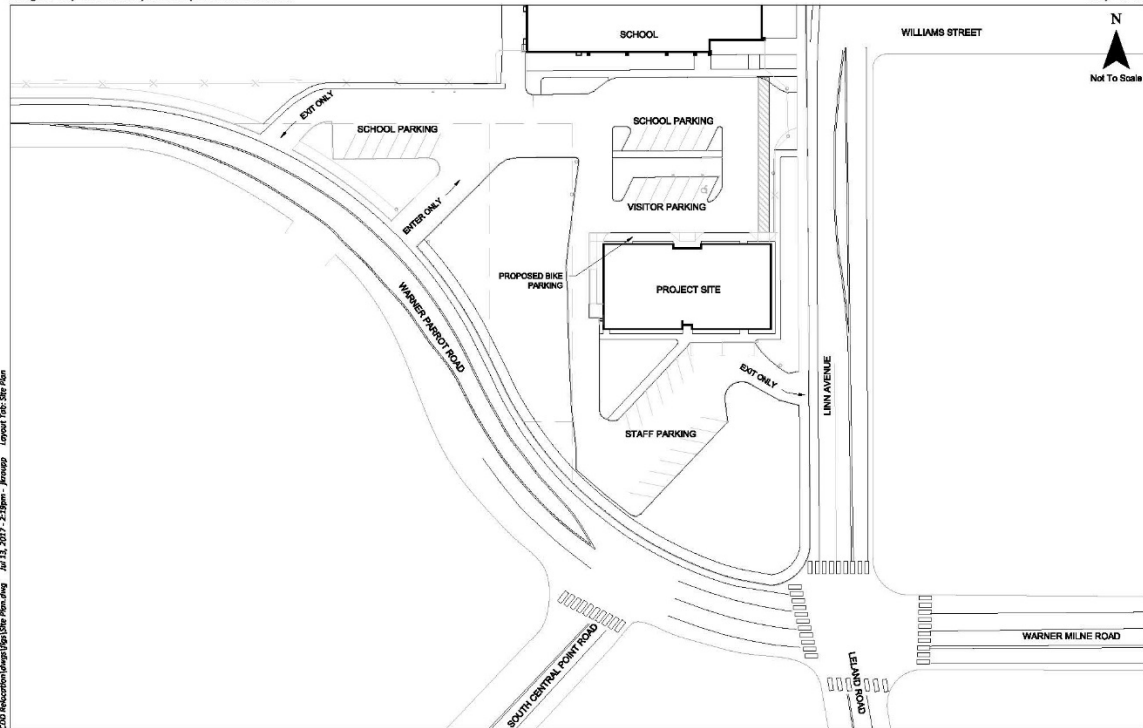
The seven requirements for a TAL to support the land use application are outlined below in *italicized text*, followed by an explanation as to how the requirements are being satisfied.

1. *The expected trip generation of the proposed development including the AM peak hour, the PM peak hour, daily traffic, and other germane periods as may be appropriate, together with appropriate documentation and references.*

**Response:** The projected weekday daily, AM, and PM peak-hour vehicle trip ends for the former elementary school and the currently proposed development were based on trip rates from the *Trip Generation Manual*, 9<sup>th</sup> Edition. Table 3 summarizes the forecast trip generation for the former school use and the proposed government use of the 7,000 square foot portion of the existing building.

Oregon City Community Development Relocation

July 2017



SITE PLAN PROVIDED BY ZCS ENGINEERING ON 6/29/2017

**Site Plan**  
**Oregon City, Oregon**

**Figure**  
**4**

**KITTELSON**  
& ASSOCIATES



Two methods of were used to compute the portion of the elementary school that the government annex building represents. The first estimate was prepared using the square footage of the building. The second used the proportion of formerly enrolled students that the 7,000 square foot portion of the existing building would represent. The former elementary school building is 39,000 square feet, and 400 students were enrolled. 7,000 square feet is 17.9 percent of 39,000, and 72 student represents 17.9 percent of the former 400 student enrollment.

**Table 3. Trip Generation Estimate**

Land Use	ITE Code	Size	Daily Trips	Weekday AM Peak Hour Trips			Weekday PM Peak Hour Trips		
				Total	In	Out	Total	In	Out
Former Elementary School Use (7,000 Square Foot Portion of Existing Building)									
Elementary School (sq. ft.)	520	7,000 sq. ft.	108	36	20	16	8	4	4
Elementary School (students)	520	72 students	93	32	18	14	11	5	6
Currently Proposed Site Plan									
Government Office	730	7,000 sq. ft.	483	41	34	7	8	2	6

As shown in Table 3, the critical weekday PM peak hour trip generation for a government office building is less than or equal to the number of trips generated by the former elementary school building of the same size. Consequently, weekday PM peak hour intersection capacity analysis and transportation system development charges would not be triggered by the proposed land use change.

The relatively small incremental increase in weekday AM peak hour trips will have little if any demonstrable impact to local area intersection operations.

#### *Oregon Transportation Planning Rule Considerations*

We understand that compliance with the Oregon Transportation Planning Rule (TPR) will be addressed through the rezoning of the proposed development site. The TPR implements Statewide Planning Goal 12, "Transportation." Oregon Administrative Rule (OAR) 660-012-0060(1) and (2) established a two-step process for evaluating an amendment's impacts on roads. The first step in assessing an amendment's potential transportation impact is to compare the trip generation potential of the site assuming a "reasonable worst-case" development scenario under the existing and proposed zoning. If the trip generation potential increases under the proposed zoning, additional operational analysis is required to assess whether the rezone will "significantly affect" the transportation system. Conversely, if the trip generation under the proposed zoning is equal to or less than that under the existing zoning, no additional operational analysis is necessary to conclude that the proposal does not "significantly affect" the transportation system. In the case of the proposed rezone, we understand that a trip cap will be placed on the property that will limit

the total trips generated by the entire site to the number associated with the former elementary school and thus will ensure there are no new trip impacts associated with the proposed rezone.

2. *Site plan showing the location of all access driveways or private streets where they intersect with public streets plus driveways of abutting properties and driveways on the opposite side of the street from the proposed development.*

**Response:** Figure 4 (shown previously) illustrates the site plan. As previously noted, the proposed site plan retains the existing building as well as the existing site driveways.

3. *Documentation that all site access driveways meet Oregon City Private Access Driveway Width Standards.*

**Response:** Oregon City Municipal Code Section 12.04.025 requires that all non-residential driveway access be a minimum of 15 feet and maximum of 40 feet in width. Both exits onto Warner Parrott and Linn Avenue satisfy this standard, with widths of 24 feet and 28 feet, respectively. The existing entrance on Warner Parrott Road is only 12 feet wide; therefore, it is recommended that this driveway be widened to at least 15 feet to satisfy the Code standards.

4. *Documentation that all site access driveways meet Oregon City's Minimum City Street Intersection Spacing Standards.*

**Response:** The City of Oregon City classifies both Warner Parrott Road and Linn Avenue as Minor Arterials (per Figure 8 "Multi-modal Street System" from the *City of Oregon City Transportation System Plan* as adopted in June 2013). Table 1 of the June 2013 *City of Oregon City Transportation System Plan*, Spacing Standards, identifies a minimum driveway spacing standard (street to driveway and driveway to driveway) of 175 feet for minor arterial facilities in mixed-use or residential areas. The Transportation System Plan offers the following guidance with respect to access spacing: "Within developed areas of the City, streets not complying with these standards could be improved with strategies that include shared access points, access restrictions (through the use of a median or channelization islands) or closed access points as feasible. New streets or redeveloping properties must comply with these standards, to the extent practical (as determined by the City). Figure 4 illustrates the site driveway locations relative to other driveways along the site frontage.

The two existing driveways on Warner Parrott Road satisfy the City access spacing requirements. The existing exit-only driveway on Linn Avenue satisfies the spacing standard with respect to SE Williams Street to the north but is located 110 feet from Warner Parrott Road/Warner Milne. This distance is smaller than the minimum spacing of 175 feet allowed in a Mixed-Use/Residential area.

To mitigate this issue the City might consider making the exit a "right turn only." This option would negate the effects of any potential hindrances of the driver's view of opposing traffic resulting from the driveway's close proximity to the intersection. The City may choose to add a "RIGHT TURN

ONLY" sign in compliance with the *Manual on Uniform Traffic Control Devices* and may additionally alter the driveway so that it discourages left turns.

5. *Documentation that all site accesses and/or private street intersections meet AASHTO intersection sight distance guidelines.*

Currently available intersection sight distance and stopping sight distance was observed at the proposed driveway locations. Based on the posted 30 miles per hour speed limit on Warner Parrott Road/Warner Milne Road, *A Policy on Geometric Design of Highways and Streets, 6<sup>th</sup> Edition* (published by the American Association of State Highway and Transportation Officials, AASHTO) identifies a desired 335 feet of intersection sight distance and 200 feet of stopping sight distance<sup>1</sup>. There is a clear line of sight of over 350 feet from the exit facing left towards S Central Point Road, and there is greater than 400 feet of sight distance facing to the west; therefore, the sight distance at the exit meets the standards set by the City. There are some tree branches on site that, if not maintained, could reduce the driver's sight distance to the left. A driver's view facing left along Warner Parrott Road from the driveway exit onto Warner Parrott Road is shown in Photo 6.

**Photo 6: Warner Parrott Exit, Driver Facing West (Left)**



We recommend on-site landscaping along the site frontage to the left of the proposed driveway continue to be maintained to the extent necessary in order to provide the City-required minimum intersection sight distance.

6. *Documentation that there are no inherent safety issues associated with the design and location of the site access driveways.*

The proposed site driveways have or can be provided with sufficient intersection sight distance and comply with City access spacing standards. No safety issues were identified while on-site observing

<sup>1</sup> Per AASHTO requirements, intersection sight lines were measured from a vertex point located 14.5 feet from the curb line along the center of the approaching travel lane. The assumed driver eye height was 3.5 feet above the driveway and the object height was 3.5 feet, providing enough space on the approaching vehicle to recognize it. For stopping sight distance purposes, the assumed driver eye height was 3.5 feet above the street and the object height was 2.0 feet above the driveway.



the proposed driveway locations. As previously noted, we recommend the existing signage at the driveways be reviewed and replaced as appropriate. Based on the above considerations, we conclude that there are no inherent safety issues associated with the design and location of the site access driveways.

7. *Documentation that the applicant has reviewed the City's TSP and that proposed streets and frontage improvements do or will comply with any applicable standards regarding the functional classification, typical sections, access management, traffic calming and other attributes as appropriate.*

The applicant has reviewed the *City's Transportation System Plan* as adopted in June 2013. As previously noted, both Warner Parrott Road and Linn Avenue are classified as Minor Arterials. The site frontage is largely complete today including a striped bicycle lane and sidewalks commensurate with the Minor Arterial designation. The missing section of sidewalk along the west portion of the Warner Parrott Road frontage should be completed.

A review of the Oregon City TSP indicates that Project D34 (planned roundabout at the intersection of Warner Parrott Road/Warner Milne Road and Linn Avenue/Leland Road) is the only notable improvement planned within the immediate vicinity of the development site. Functional class and access management were previously addressed in this report. No traffic calming measures were noted for the site frontage in the TSP beyond completion of sidewalks.

## CONCLUSIONS AND RECOMMENDATIONS

The proposed Community Development Department building use is not expected to have a significant trip impact on the surrounding transportation facilities as compared to the prior elementary school use on the site. Further, the proposed building can comply with the seven TAL criteria as documented in this letter.

Based on the findings of this review, we offer the following recommendations:

- As part of the proposed property rezoning, the City should implement a trip cap on the development property to limit the total trips generated by the entire site to the number associated with the former elementary school and thus ensure there is no new trip impact associated with the proposed rezone.
- Existing site driveway signage should be removed or replaced in conjunction with the proposed site re-development, particularly the "SCHOOL ENTRANCE" sign on Warner Parrott Road as well as the "STOP" sign and "DO NOT ENTER" sign at the Linn Avenue exit driveway.
- Sidewalk should be completed along the Warner Parrott Road site frontage in conjunction with standard frontage improvements. Should the City choose to retain the existing north-south mid-block crosswalk of Warner Parrott Road along the site frontage, consideration should be given to providing ADA-compliant ramps for the crosswalk.

- The City should consider replacing the current pedestrian signals at the intersection of Warner Parrott Road/Warner Milne Road and Linn Avenue/Leland Road with countdown timers and constructing ADA-compliant curb ramps on the frontage side of the intersection.
- The City could consider reconstructing the sidewalk and curb ramp on the southeast corner of the Linn Avenue/Williams Street intersection.
- The City could choose to make the Linn Avenue exit at right turn only exit. A "RIGHT TURN ONLY" sign could be added, and additionally the driveway could be altered in a way to discourage left turns.
- On site landscaping along Warner Parrott Road should be continued to be maintained in order to maintain sight distance at the exit.

Please contact us if you have any questions regarding this report or our findings.

Sincerely,  
KITTELSON & ASSOCIATES, INC.



Chris Brehmer, PE  
Senior Principal Engineer



Zachary Horowitz  
Senior Project Manager





## APPENDIX D PRE-APPLICATION MEETING NOTES



## Pre-Application Conference Notes

PA 17-35

Pre-Application Conference Date: 7/7/2017

**Proposed Project:**

- Community Development Department relocation to Mt. Pleasant Annex Building. Zone Change, Comp Plan Amendment, and exterior building and site changes

**General Information:**

- Location: 698 Warner Parrott
- Zoning: R-10 and R-3.5
- No Overlay Districts
- Applications anticipated:
  - Zone Change (to Institutional):
  - Comp Plan Amendment (to Quasi-Public):
  - Mailing Labels: \$15 or provided by applicant
  - Minor Site Plan and Design Review:
  - Traffic Analysis review:
- Type I Minor Site Plan may be submitted for roof replacement wither before or after the Type IV land use process – see attached Type I application

**Timing and Process:**

This application is a **Type IV** decision process. Type IV decisions require a minimum of one public hearing before the Planning Commission and one before the City Commission, and involve the greatest amount of discretion and evaluation of subjective approval standards.

**Transportation Impacts:**

TPR Compliance for the Zone Change is required to be demonstrated through a traffic study. Applicant is proposing a trip cap.

Based on the information provided by the applicant, it appears the transportation analysis associated with this development proposal can be satisfied by submittal of a Transportation Analysis Letter (TAL). This option is available when specific criteria are met. These include a determination that the development generates 24 or fewer AM and PM peak hour trips and fewer than 250 daily trips. Details for a TAL can be found in Section 3.1 of the Guidelines. It is the applicant's responsibility to verify the trip generation characteristics of the proposed development.

Due to the unique configuration of the site, the applicant is advised to pay particular attention to on-site circulation and access to the adjacent streets including recommendations, if any, for turning restrictions and for signing or other appropriate features associated with site access.

Because the proposal includes a zone change, the applicant will also need to address the requirements of Oregon's Transportation Planning Rule (TPR). Specifically, the applicant

shall address the provisions of 660-12-0060 Plan and Land Use Regulation Amendments. When a zone change is proposed, a future year analysis is required assessing the impact associated with the planning horizon specified in the city's adopted Transportation System Plan. One possible scenario for showing compliance with the TPR is for the applicant to propose a trip cap equal to the approved prior use of the site. Should a future proposal include a more intense use of the site beyond what is permitted under the trip cap, additional analysis showing compliance with the TPR would be required.

The applicant's traffic engineer is welcome to contact the city's traffic engineering consultant, John Replinger, at [Replinger-Associates@comcast.net](mailto:Replinger-Associates@comcast.net) or at 503-719-3383.

#### **Zone Change and Comp Plan Amendment:**

See attached code template with Goals and Policies that apply.

#### **Site Plan and Design Review Items to Consider**

- **17.52.020 - Number of automobile spaces required.**

*A. The number of parking spaces shall comply with the minimum and maximum standards listed in Table 17.52.020. The parking requirements are based on spaces per one thousand square feet net leasable area unless otherwise stated.*

Office	2.7	3.3
Elementary School	1 per classroom	

- 17.52.040 – Bicycle parking
- 17.62.085 – Refuse enclosures
- 17.62.050.A.1 - Landscaping plan by a landscape architect or other qualified professional
- 17.62.065 - Outdoor lighting. For architectural or entryway lighting on exterior of building, a cut sheet and a letter from a lighting professional addressing code requirements will suffice in place of a full photometric plan.
- 17.62.050.A.21 – Building Materials
- 17.62.055.D.3 – Building Entrances

#### **Non-Conforming Upgrades:**

- Expansion of a non-conforming structure where alterations exceed \$75,000 triggers non-conforming upgrades to the following:
  - Pedestrian circulation systems, as set out in the pedestrian standards that apply to the sites;
  - Minimum perimeter parking lot landscaping;
  - Minimum interior parking lot landscaping;
  - Minimum site landscaping requirements;
  - Bicycle parking by upgrading existing racks and providing additional spaces in order to comply with Chapter 17.52—Off-Street Parking and Loading;
  - Screening; and
  - Paving of surface parking and exterior storage and display areas.

#### **Notes:**

- A Neighborhood Association meeting with Rivercrest is required – applicant has already held meeting.
- Notice of the proposed development has been provided to the State Historic Preservation Office (SHPO) and affected tribes. Responses and comments received have been provided.

#### **Planning Division**

Kelly Reid, Planner with the Oregon City Planning Division reviewed your pre-application. You may contact Laura Terway at 503.496.1540 or [kredi@orccity.org](mailto:kredi@orccity.org).

#### **Development Services Division (Utilities/Public Improvements/SDC's etc):**

Wendy Marshall, Development Engineering Manager with the Oregon City Development Services Division reviewed your pre-application. You may contact Wendy at 503.496.1548 or [wmarshall@orccity.org](mailto:wmarshall@orccity.org)

#### **Building Division:**

You may contact Mike Roberts, Building Official at 503.496.1517 or by email at [mroberts@orccity.org](mailto:mroberts@orccity.org).

- ADA access – as long as there is a provided ADA route from the sidewalk, additional connections may be added and are not required to be accessible.

#### **Clackamas Fire District:**

Questions can be directed to Mike Boumann, Lieutenant Deputy Fire Marshal of Clackamas Fire District #1. You may contact Mr. Boumann at (503)742-2660 or [michaelbou@ccfd1.com](mailto:michaelbou@ccfd1.com).

#### **Oregon City Municipal Code Criteria:**

The following chapters of the Oregon City Municipal Code (OCMC) may be applicable to this proposal:

*OCMC 17.50 – Administrative Processes*

*OCMC 17.52 – Off-Street parking and Loading*

*OCMC 17.62 – Site Plan and Design Review*

*OCMC 17.58 – Nonconforming Uses, Structures and Lots*

*A template for your submittal with the applicable criteria will be been emailed by the City.*

#### **Pre-application conferences are required by Section 17.50.050 of the City Code, as follows:**

*A. Preapplication Conference. Prior to submitting an application for any form of permit, the applicant shall schedule and attend a preapplication conference with City staff to discuss the proposal. To schedule a preapplication conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee. At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans. The purpose of the preapplication conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal. The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the preapplication conference. Notwithstanding any representations by City staff at a preapplication conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.*

*B. A preapplication conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant must schedule and attend another conference before the City will accept a permit application. The community development director may waive the preapplication requirement if, in the Director's opinion, the development does not warrant this step. In no case shall a preapplication conference be valid for more than one year.*

**NOTICE TO APPLICANT:** A property owner may apply for any permit they wish for their property.

**HOWEVER, THERE ARE NO GUARANTEES THAT ANY APPLICATION WILL BE APPROVED. No decisions are made**

*until all reports and testimony have been submitted. This form will be kept by the Community Development Department. A copy will be given to the applicant. IF the applicant does not submit an application within six (6) months from the Pre-application Conference meeting date, a NEW Pre-Application Conference will be required.*







**LEASE AGREEMENT**

**Between**

**CITY OF OREGON CITY  
("Landlord")**

**And**

**The Marylhurst School  
("Tenant")**

**Dated Effective: July 1, 2017 Through June 30, 2019**

## INDEX

1. BASIC LEASE TERMS .....	2
2. PREMISES .....	2
3. TERM .....	2
4. RENT .....	3
5. USE OF PREMISES .....	3
6. TAXES AND INSURANCE .....	4
7. UTILITIES .....	4
8. MAINTENANCE .....	5
9. ALTERATIONS .....	5
10. RELEASE AND INDEMNITIES .....	6
11. INSURANCE; MUTUAL WAIVER OF SUBROGATION .....	6
12. DAMAGE OR DESTRUCTION .....	7
13. CONDEMNATION .....	9
14. ASSIGNMENT OR SUBLEASE .....	10
15. DEFAULT .....	10
16. LANDLORD'S REMEDIES .....	11
17. ENTRY ON PREMISES .....	12
18. SUBORDINATION AND ESTOPPEL CERTIFICATES .....	12
19. NOTICE .....	13
20. WAIVER .....	13
21. SURRENDER OF PREMISES; HOLDING OVER .....	13
22. HAZARDOUS SUBSTANCES; DISPOSAL OF WASTE; COMPLIANCE WITH LAWS; INDEMNITY .....	14
23. APPROVAL CRITERIA .....	15
24. LANDLORD DEFAULT AND TENANT REMEDIES .....	15
25. COVENANT OF QUIET ENJOYMENT .....	15
26. MISCELLANEOUS PROVISIONS .....	15

## COMMERCIAL LEASE

## 1. BASIC LEASE TERMS.

- (a) LANDLORD: City of Oregon City  
Address (for Notices): 625 Center Street  
Oregon City, OR 97045
- (b) TENANT: The Marylhurst School
- (c) PREMISES: The real property described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon and appurtenances thereto, commonly known as The Mt. Pleasant School (formerly), 1232 Linn Avenue, Oregon City, OR (the "Premises").
- (d) USE OF PREMISES: Tenant shall use the Premises as a private school, including classroom instruction, general office and ancillary purposes.
- (e) TERM OF LEASE: Commencement Date: July 1, 2017  
Expiration Date: June 30, 2019
- (h) SECURITY DEPOSIT: Waived.
- (f) MONTHLY RENT: \$3500

## 2. PREMISES.

Upon the terms and conditions herein contained, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. Tenant acknowledges that it has inspected the Premises and accepts the Premises in its present condition, AS-IS, and subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations, and all liens, encumbrances, easements, covenants, conditions and restrictions of record. Landlord makes no representations or warranties regarding the condition of the Premises or the suitability of the Premises for Tenant's use and operations. If Tenant is unable to receive an Occupancy Permit or other qualification set out by the municipality, without reasonable costs to the Tenant, the Tenant will have the ability to terminate this contract without penalty.

## 3. TERM.

- (a) **Initial Term.** The initial term of this Lease shall commence on July 1, 2017 (the "Commencement Date") and continue until midnight on the Expiration Date of June 30, 2019 (the "Term").
- (b) **Extension Options.** Any extension would be negotiated by both parties and require a new lease agreement.

#### 4. RENT.

(a) **Monthly Rent.** "Monthly Rent" means the amount of monthly base rent due hereunder as shown in Section 1(f). Beginning with the Commencement Date and through the Expiration Date of the Term, Tenant agrees to pay the Monthly Rent for its use and occupancy of the Premises. Monthly Rent shall be payable in advance on the first day of each calendar month of the Term.

(b) **Rent.** For purposes hereof, the term "Rent" shall mean Monthly Rent.

(c) **Rent Payments.** All Monthly Rent shall be paid by Tenant to Landlord monthly pursuant to the terms hereof, at the address for Landlord shown in Section 1(a), or such other place as Landlord may designate in writing from time to time. All other sums due hereunder shall be paid, when due, to the party or parties to whom such amount is owed. All Rent shall be paid in lawful currency of the United States of America and shall be paid by Tenant without abatement, deduction or setoff. All Rent due for any partial month shall be prorated based on the number of days in such month.

(d) **Late Fees and Interest.** Tenant acknowledges that its late payment of Rent will cause Landlord to incur certain costs and expenses not contemplated by this Lease, including without limitation administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult or impractical to fix. Accordingly, if any Rent payable to Landlord is not paid within ten (10) days after the date such Rent was due, Tenant shall pay to Landlord, in addition to the Rent then owing, a late payment charge equal to five percent (5%) of the amount of the delinquent Rent. In addition, if any Rent is not paid within thirty (30) days after the date such Rent was due, such unpaid Rent shall bear interest at the statutory rate in ORS 82.010 from the due date until paid in full. No late fees will be collected until the Tenant has received prior written notice. The parties agree that this late charge and interest represents a reasonable estimate of the costs and expenses incurred by Landlord from, and is fair compensation to Landlord for its loss suffered by, such nonpayment by Tenant. Notwithstanding the foregoing, Landlord shall waive such late penalties once per calendar year provided that Tenant pays all amounts due within five (5) days' notice by Landlord. Nothing in this Section shall relieve Tenant of its obligation to pay any Rent at the time and in the manner provided by this Lease or constitute a waiver of any default of Tenant with regard to any nonpayment of Rent.

(e) **Security Deposit.** The amount of one month's rent \$3500 has been waived.

(f) **Net Lease.** This is a net lease. As such, it is intended that the Rent provided for in this Lease shall be an absolutely net return to Landlord for the Term of this Lease.

#### 5. USE OF PREMISES.

(a) **Permitted Use.** Tenant shall use the Premises solely for the purposes set forth in Section 1(d) above and for no other purpose without obtaining the prior written consent of Landlord.

(b) **Compliance With Laws.**

(i) Tenant shall promptly and at all times comply with all governmental (including without limitation federal, state and local) statutes, laws, ordinances, orders, rules, and regulations (herein "Laws") affecting the Premises, including but not limited to the terms, conditions and requirements pertaining to any governmental approval and/or recorded subdivision plat and/or issuance of any site plan, building permit, or certificate of occupancy, or any other governmental approvals relating to the Premises. Laws, as that term is used herein, includes without limitation the Americans with Disabilities Act of 1990, as amended from time to time, and all other Laws, as just specified, in all matters regarding the Premises

and Tenant's operations at the Premises. Tenant shall promptly provide Landlord with copies of all communications to or from any government entity that relate to Lessee's noncompliance, or alleged noncompliance, with any Laws affecting the Premises.

(ii) Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Premises and otherwise comply with all Laws. However, the Landlord must maintain fire permits. At Landlord's request, Tenant shall deliver to Landlord copies of all such permits and licenses and proof of Tenant's compliance with all such Laws.

(c) **No Actions Increasing Insurance Costs.** Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which increases the insurance premium cost or that invalidates any insurance policy carried on the Premises by Landlord. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk. Tenant shall be responsible for the installation, maintenance, service, monitoring fees and all other costs, fees and/or expenses relating to any fire alarm system required, or desired by Tenant, to be installed in the Premises.

(d) **Care and Trash.** Tenant shall take good care of the Premises, keep the Premises secure, and keep the Premises free from waste at all times. Tenant shall not overload the floors in the Premises, nor deface or injure the Premises, reasonable wear and tear excepted. Tenant shall keep the Premises, including the sidewalks, service-ways and loading areas, neat, clean and free from dirt, rubbish. Tenant shall store all trash and garbage within the Premises, or in a trash dumpster or similar container approved by Landlord as to type, location and screening. Tenant is financially responsible for its trash and garbage arrangements (i.e., the charges for the containers for and the regular pick-up of such trash and garbage). Tenant shall not operate an incinerator or burn trash or garbage.

(e) **Windows, Exterior Lighting and Signs.** Tenant shall maintain all exterior portions of the Premises, including windows in a neat, attractive condition, and shall keep all windows, exterior electric signs and exterior lighting in good working order. Tenant shall not place on any signs, decorations, awnings, canopies, or advertising on the Premises without first obtaining Landlord's written consent.

(f) **Park Lawn and Landscaping.** Tenant is responsible for lawn care and maintenance of the area in front of the school (Linn Avenue) and play field in the back of the property. The tenant is responsible for keeping the lawn and landscaping in neat, attractive condition.

## 6. TAXES AND INSURANCE.

(a) **Real Estate Taxes.** The parties anticipate that this property will remain exempt from real estate taxes. To the extent real estate taxes are assessed against the property, Tenant is responsible for the payment of those taxes.

## 7. UTILITIES AND ALARM SYSTEM.

July 1, 2017 through June 30, 2018 the Landlord shall pay for all water, sewer and alarm system provided to the Premises and the Tenant shall pay all gas and electricity provided to the premises. July 1, 2018 through June 30, 2019 the Tenant shall be responsible for all utilities (gas/electricity), water/sewer and alarm system. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities or services to the Premises, unless such interruption or failure is the result of Landlord's negligence or misconduct. If Landlord fails to pay utilities then Tenant may do the same and abate such amounts from Monthly Rent.



## 8. MAINTENANCE.

(a) **Tenant's Obligations.** Except for those items that Landlord is obligated to maintain and repair under Section 8(b) hereof, Tenant shall maintain and repair at its sole cost and expense the entire Premises and keep the same in good condition, reasonable wear and tear excepted, including, without limitation, the general maintenance of the electrical, plumbing and sewage systems, fire sprinkler system, exterior doors (including glass), the heating, ventilating and air conditioning system servicing the Premises, all walls, floors, ceilings, interior doors, exterior and interior windows, fixtures, the parking lots, walkways, driveways, landscaping, fences, signs and utility installations, as well as, subject to Sections 11 and 12 hereof, damage caused in whole or in part by the acts or omissions of Tenant, its agents, employees, licensees, contractors, subcontractors, invitees or guests or any other third parties and damage caused by fire or other casualty. If Tenant fails to maintain the Premises as required herein, Landlord may, but shall not be obligated to, reasonably perform such maintenance, repair and replacement without waiving Tenant's default, and the cost of all such maintenance, repair and replacement shall be considered Additional Rent hereunder, and Tenant shall immediately reimburse Landlord as provided in Section 4 above.

(b) **Landlord's Obligations.** Subject to the provisions of Sections 8(a) and 12 (Damage or Destruction), and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's employees, suppliers, shippers, customers, or invitees, in which event Tenant shall repair the damage, Landlord, at Landlord's expense, shall keep in good condition and repair the structural condition of the roof, foundation, exterior walls and structural condition of interior bearing walls. Landlord shall not, however, be obligated to paint the exterior or interior surface of exterior walls, nor shall Landlord be required to maintain, repair or replace windows, doors or plate glass of the building. Landlord shall have no obligation to make repairs under this paragraph until a reasonable time after receipt of written notice from the Tenant of the need for such repairs. Landlord will be responsible for the exterior building envelope. Landlord will also be responsible for maintenance of the current boiler system. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Landlord shall not be liable for damages or loss of any kind or nature by reason of Landlord's strikes, lockout, or other labor disturbances or disputes of any character, or by any other cause beyond the reasonable control of Landlord.

## 9. ALTERATIONS.

(a) **Landlord's Consent Required.** Except as provided below, Tenant shall not make any alterations whatsoever to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations made shall remain on and be surrendered with the Premises upon expiration or termination of this Lease, except that Landlord may, at the time of Landlord's consent, elect to require Tenant to remove any alterations which Tenant may have made to the Premises. If Landlord so elects, at its own cost Tenant shall restore the Premises to the condition reasonably designated by Landlord in its election at the time of Landlord's consent. Landlord's consent shall not be required for alterations that do not affect the structural or exterior elements of the building, the cost of which do not exceed \$5,000. Notwithstanding anything herein to the contrary, any fixtures or improvements made in conjunction with the installation of fixtures and which can be removed without damage to the building shall remain the property of Tenant.

(b) **Construction.** Any request for Landlord's consent to alterations to the Premises shall be made at least forty-five (45) days before any work may be commenced and shall be accompanied by (i) detailed plans and specifications for all alterations, and (ii) Tenant's written agreement to provide to Landlord, upon completion of work, a complete set of as-built plans and specifications. All alterations

shall be constructed in a good and workmanlike manner and in conformity with all Laws. Tenant shall contract with a contractor approved by Landlord in its reasonable discretion for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations in a first class manner, with due diligence and in compliance with the plans and specifications approved by Landlord.

(c) **No Liens.** Tenant shall pay all costs for construction of alterations and shall keep the Premises free and clear of all liens that may result from work by third parties authorized by Tenant. If any such lien is filed, the same shall be an event of default hereunder if Tenant fails to remove such lien within fifteen (60) days of the filing thereof or post a reasonable bond in the amount of the lien, in the event that Tenant wishes to challenge the validity thereof.

#### 10. RELEASE AND INDEMNITIES.

As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property except in the event of Landlord's gross negligence or intentional acts. Tenant shall defend, indemnify and hold Landlord, its directors, officers, shareholders, employees, agents, and independent contractors harmless from all claims, losses, causes of action, costs and expenses, and damages arising out of (a) any damage to any person or property occurring in, on or about the Premises, except as caused by the gross negligence or intentional acts of Landlord, (b) use of the Premises by Tenant or its agents, employees, licensees, contractors, subcontractors, invitees or guests of the Premises, and (c) Tenant's breach or violation of any term of this Lease.

#### 11. INSURANCE; MUTUAL WAIVER OF SUBROGATION.

(a) **Liability Insurance.** Tenant, at all times during the Term, at its sole cost and expense, shall keep or cause to be kept the activities of the Tenant insured against claims for bodily injury, personal injury, contractual liability, property damage or death under a primary policy of commercial general liability insurance, with a single limit of not less than \$1,000,000 for damage in any one accident or occurrence. Tenant shall also maintain workers compensation insurance as required by Laws. Additionally, Tenant shall maintain at its sole cost and expense, property insurance against fire and all other risks included within special form coverage with respect to the full replacement value of all of Tenant's personal property to be located upon the Premises, with all proceeds of such insurance to be used by Tenant to replace all personal property and restore any of Tenant's improvements or installations upon the Premises (if any) upon any casualty with respect thereto. Landlord and any lender of Landlord holding a lien or encumbrance upon the Premises (a "Lender") shall be named as additional insureds under any insurance policies maintained by Tenant with respect to the Premises. The policy or policies of insurance required to be maintained by Tenant under this Section shall be provided by reputable, financially sound insurance carriers authorized to do business in the State of Oregon as an admitted insurance carrier and shall contain endorsements requiring at least thirty (30) days prior written notice of cancellation to Landlord before cancellation. Tenant shall deliver to Landlord a certificate or copy of its policy (or policies) together with evidence of payment of all premiums due thereunder within fifteen (15) days after the execution date hereof by the Parties.

(b) **Risk Insurance.** Landlord, at all times during the Term, shall keep or cause to be kept the Premises insured with property insurance against fire and all other risks included within special form coverage in an amount equal to the full replacement cost of the building included in the Premises.

(c) **Mutual Waiver of Subrogation.** Where allowable by Law, Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord for any property loss in or about the Premises, from perils required to be insured against under Tenant's insurance policies, including any

endorsements thereunder, whether due to negligence of Landlord, its employees or agents or any other cause, Tenant agreeing to look solely to insurance coverage in the event of any such loss. Landlord hereby releases Tenant from liability and waives all right of recovery against Tenant for any property loss in or about the Premises, including, without limitation, damage to the building, from perils required to be insured against under Landlord's insurance policies, including any endorsements thereunder, whether due to negligence of Tenant, its employees or agents or any other cause, Landlord agreeing to look solely to insurance coverage in the event of any such loss.

(d) **Landlord's Approval of Insurance.** Landlord shall be named as an additional insured on all such policies. The policy or policies of insurance required to be maintained by Tenant under this Section shall be provided by reputable, financially sound insurance carriers authorized to do business in the State of Oregon as an admitted insurance carrier. Tenant shall deliver to Landlord a certificate or copy of its policy (or policies) together with evidence of payment of all premiums due thereunder within fifteen (15) days after the execution date hereof by the Parties. Notwithstanding anything herein to the contrary, Tenant may fulfill its insurance coverage requirements hereunder through the use of self-insurance or umbrella policies.

## 12. DAMAGE OR DESTRUCTION.

### (a) Definitions.

(i) **"Premises Building Partial Damage"** shall mean if the building of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent of the then replacement cost of the building.

(ii) **"Premises Building Total Destruction"** shall mean if the building of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent or more of the then replacement cost of the building.

(iii) **"Insured Loss"** shall mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 11. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

(iv) **"Replacement Cost"** shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring excluding all improvements made by Tenants.

### (b) Premises Partial Damage; Premises Building Partial Damage.

(i) Subject to the provisions of Sections 12(d) and 12(e), if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Premises Building Partial Damage, then Landlord shall, at Landlord's expense, repair such damage to the Premises, but not Tenant's fixtures, equipment or Tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect.

(c) Subject to the provisions of Sections 12(d) and 12(e), if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Building Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which damage prevents Tenant from using the Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written



notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such 10-day period this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

**Premises Building Total Destruction.** Subject to the provisions of Sections 12(d) and 12(e), if at any time during the term of this Lease there is damage, whether or not it is an Insured Loss, and which falls into the classifications of Premises Building Total Destruction then Landlord may at Landlord's option either (i) repair such damage or destruction, but not Tenant's fixtures, equipment or Tenant improvements, as soon as reasonably possible at Landlord's expense, and this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall be canceled and terminated as of the date of the occurrence of such damage. Tenant has right to terminate this Lease in the event of "Premises Building Total Destruction" by giving written notice to Landlord within thirty (30) days after the date of occurrence of such damage of Tenant's intention to cancel and terminate this Lease, in which case this Lease shall be canceled and terminated as of the date the notice was provided to Landlord.

(d) **Damage Near End of Term.**

(i) Subject to Section 12(e), if at any time during the last six months of the Term of this Lease there is substantial damage, whether or not an Insured Loss, which falls within the classification of Premises Building Partial Damage, Landlord or Tenant may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party within thirty (30) days after the date of occurrence of such damage.

(ii) If at any time during the last year of the Term of this Lease there is substantial damage, whether or not an Insured Loss, which falls within the classification of Premises Building Total Destruction, Landlord or Tenant may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party within thirty (30) days after the date of occurrence of such damage.

(iii) Notwithstanding Section (d)(i), in the event that Tenant has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Tenant duly exercises such option during said twenty (20) day period, Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then Landlord may at Landlord's option terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Tenant of Landlord's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

(c) **Abatement of Rent; Remedies.**

(i) In the event Landlord repairs or restores the Premises pursuant to the provisions of this Section 12, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. Except for abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

(ii) If Landlord shall be obligated to repair or restore the Premises under the provisions of this Section 12 and shall not commence such repair or restoration within 90 days after such obligation shall accrue, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of this notice.

(iii) If Landlord shall be obligated to repair or restore the Premises under the provisions of this Section 12 and it is reasonable believed that such repairs will not be completed within nine (9) months, Tenant may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Landlord within 30 days after the date of occurrence of such damage.

(f) **Terminate – Advance Payments.** Upon termination of this Lease pursuant to this Section 12, an equitable adjustment shall be made concerning advance Rent and any advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of the Deposit as has not theretofore been applied by Landlord.

(g) **Waiver.** Landlord and Tenant waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

**13. CONDEMNATION.**

(a) **Definitions.** The following definitions shall apply. (1) "Condemnation" means (a) the exercise of any governmental power of eminent domain, whether by legal proceedings or otherwise by condemnor and (b) the voluntary sale or transfer by Landlord to any condemnor either under threat of condemnation or while legal proceedings for condemnation are proceeding; (2) "Date of Taking" means the date the condemnor has the right to possession of the property being condemned; (3) "Award" means all compensation, sums or anything of value awarded, actually paid and received on a total or partial condemnation; and (4) "Condemnor" means any public or quasi-public authority, or private corporation or individual, having a power of condemnation.

(b) **Obligations To Be Governed by Lease.** If during the Term there is any taking of all or any part of the Premises, the rights and obligations of the Parties shall be determined pursuant to this Lease.

(c) **Total Taking.** If all of the Premises is taken by Condemnation, or if a material portion of the Premises is taken by Condemnation such that, within the reasonable judgment of Tenant, the remaining portion of the Premises is reasonably unsuitable for the use which Tenant was then making of the Premises, then this Lease shall terminate as of the Date of Taking. If Total Taking then Tenant may terminate this Lease at its sole discretion.

(d) **Partial Taking.** If a portion of the Premises is taken by a Condemnation such that the remaining portion of the Premises is reasonably suitable for the use which Tenant was then making of the Premises, then this Lease shall remain in full force and effect. In such event, on the Date of Taking the



Monthly Rent shall be reduced by an amount in the same ratio as the total number of square feet in the Premises taken bears to the total number of square feet in the Premises immediately before the Date of Taking.

(c) **Award.** Tenant shall not have any right to a portion of the Award for any purposes whatsoever. Tenant shall have the right to pursue against the Condemnor any claim available to Tenant for its relocation costs and the taking of Tenant's personal property provided it does not reduce the Award paid to Landlord.

#### 14. ASSIGNMENT OR SUBLEASE.

(a) **Consent Required.** Subject to the terms hereof, and except as provided below, Tenant shall not assign or encumber its interest in this Lease or the Premises or sublease all or any part of the Premises or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Landlord's prior written consent. No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law. Each of the following acts shall be considered an assignment: (a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; (b) if a writ of attachment or execution is levied on this Lease; (c) if in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises, (d) a sale of all or substantially all of Tenant's assets, or (e) a transfer of shares or other ownership interest of Tenant that results in a transfer of more than fifty percent (50%) of the shares or other ownership interest of Tenant, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or otherwise, or because of any act or occurrence. Notwithstanding the foregoing, Tenant may without Landlord's consent, upon thirty (30) days' prior notice to Landlord that identifies the proposed assignee and the effective date of the assignment or sublease, assign its interest in this Lease or sublease the Premises to any entity owned by Tenant or under common ownership with Tenant; provided, however, no such assignment or sublease will relieve Tenant of its liability under this Lease.

(b) **Procedure for Consent.** Should Tenant desire to assign this Lease or sublease the Premises, Tenant shall request Landlord's consent in writing, which request shall include (i) a copy of the proposed assignment or sublease document, (ii) current financial statements of the proposed assignee or subtenant, (iii) description of the identity and previous experience of the proposed assignee or sublessee, (iv) a fee of \$1,000 for Landlord's costs and expenses in reviewing the request for consent, and (iv) such other information as Landlord may require.

(c) **Continued Liability.** Notwithstanding any consent of Landlord to any assignment or sublease, Tenant shall remain primarily liable to Landlord for the performance of all of Tenant's obligations under this Lease.

#### 15. DEFAULT.

The occurrence of any of the following shall constitute a default by Tenant, in addition to any other Tenant defaults described elsewhere herein: (a) failure to pay Rent within five (5) days after receipt of written notice from Landlord specifying such failure; provided, however, Landlord shall not be required to provide notice of such failure more than once in any calendar year; (b) failure to perform any other provision of this Lease within thirty (30) days after receipt of written notice from Landlord that the failure to perform constitutes a breach (provided, however, if performance reasonably requires more than thirty (30) days and Tenant commences performance within thirty (30) days after notice from Landlord and diligently pursues the matter to completion, Tenant shall be entitled to such longer period as may be reasonably necessary to complete performance, provided that in no event shall such time exceed ninety

(90) days; (c) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act, or a receiver is appointed for the Premises; or (d) if Tenant defaults under any other lease agreement between Tenant and Landlord.

#### 16. LANDLORD'S REMEDIES.

Upon a default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

- (a) **Termination.** Landlord may terminate this Lease, in which case Tenant shall immediately surrender possession of the Premises to Landlord and shall pay Landlord damages as provided in this Section 16.
- (b) **Retake Possession.** To the extent permitted by law, and whether or not Landlord terminates this Lease, Landlord may re-enter and retake possession of the Premises, without notice, either through self-help (including altering locks or other security devices), by summary proceedings or other applicable action or proceeding, or any other means. In the event of such re-taking of possession of the Premises by Landlord, Tenant shall remove all personal property located thereon and upon failure to do so upon demand of Landlord, Landlord may, in addition to other remedies, remove and store Tenant's personal property at the expense and risk of Tenant. On re-entry, Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender or waiver of Landlord's right to damages.
- (c) **Relet the Premises.** Landlord at its option may relet the whole or any part of the Premises, from time to time either in the name of Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and upon such other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate.
- (d) **Damages for Default.** Whether or not Landlord retakes possession of or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid and future Rent, lease commissions incurred for this Lease, the unamortized cost of improvements to the Premises installed or paid for by the Landlord and all Tenant improvement costs incurred with respect to any subsequent lease, leasing commissions paid by Landlord in reletting, together with any costs Landlord incurs as a result of this Lease being rejected in any Tenant bankruptcy proceedings). Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Term as allowed by law. Any damages attributable to the remaining Term will be equal to the difference between the Rent under this Lease and the reasonable rental value of the Premises (including Additional Rent) for the remainder of the Term, discounted by applying a discount rate of one percent (1%) below the prime rate as published in the Wall Street journal on the date of judgment.
- (e) **Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation of Tenant or make any payment required by Tenant under this Lease if Tenant fails to do so, including any payment of Additional Rent. The cost of performance, including reasonable attorney fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the Interest Rate.

(f) **Costs.** It is further agreed that, in addition to payments required pursuant to the paragraphs above in this Section, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Premises and attorney fees), all reasonable expenses incurred by Landlord in reletting (including, without limitation, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided in this Lease and under Laws.

(g) **Legal Fees.** If on account of any breach or default by Tenant in its obligations under this Lease, Landlord shall employ an attorney to prosecute, enforce or defend any of Landlord's rights or remedies under this Lease, Tenant agrees to pay any attorneys' fees incurred by Landlord in such connection.

#### 17. ENTRY ON PREMISES.

Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times during regular business hours for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance, restoration, or improvement to the Premises that Landlord has the right, obligation, or desire to perform; or (c) to exhibit the Premises to others. Landlord must provide prior verbal communication (preferably at least 24 hours notice) in the event its authorized representatives will be entering the premises. Landlord shall not be liable for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Section 17. Landlord shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to Tenant. During the last nine (9) months of the Term, Landlord may place "for lease" signs on the Premises.

#### 18. SUBORDINATION AND ESTOPPEL CERTIFICATES.

(a) **Subordination.** Tenant accepts this Lease subject and subordinate to any holder of a mortgage, deed of trust or other lien on the Premises ("Mortgagee"), and any matters affecting record title to the Premises, whether presently existing or hereafter placed upon the Premises or any portion thereof, and to any renewals and extensions thereof. Tenant agrees that any Mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this Lease; provided, however, notwithstanding that this Lease may be (or made to be) superior to a mortgage, deed of trust or other lien, the Mortgagee shall not be liable for prepaid rents, security deposits and claims accruing during Landlord's ownership. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien, or any matter affecting record title to the Premises, hereafter placed upon the Premises, and Tenant agrees upon demand to execute further instruments subordinating this Lease as Landlord or its lender may reasonably request. At any time when a Mortgagee has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord under this Lease unless and until the Mortgagee shall have received written notice of such default and a reasonable time thereafter (not less than thirty (30) days) shall have elapsed without the default having been cured. Upon Tenant's request, Landlord agrees to use commercially reasonable efforts to obtain an agreement from the Mortgagee that provides, among other things, that so long as Tenant is not in default under this Lease, Tenant's use and occupancy of the Premises and its rights under this Lease shall not be disturbed by the Mortgagee.



(b) **Estoppel Certificates.** Tenant, within ten (10) business days after receipt of notice from Landlord, shall execute and deliver to Landlord certificates stating that this Lease is not in default or stating any claimed defaults, is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. This certificate should also state the amount of current monthly rent, the dates to which rent has been paid in advance, the amount of any security deposit and prepaid rent (if any), and such other matters as Landlord may request. Failure by Tenant to execute and deliver the certificate in question to Landlord within ten (10) business days after the date delivered by Landlord to Tenant hereunder shall be deemed acquiescence and approval by Tenant of all of the terms and provisions of the certificate.

**19. NOTICE.**

Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and delivered: (a) personally, or (b) by prepaid certified first class mail, return receipt requested and addressed as set forth in Section 1. Either party may change its address by notification to the other party. Notice shall be deemed given when actually received or two (2) days after mailing as set forth above.

**20. WAIVER.**

No delay or omission in the exercise of any right or remedy by either party hereto shall impair such right or remedy or be construed as a waiver. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

**21. SURRENDER OF PREMISES; HOLDING OVER.**

Subject to Section 11, upon expiration of the Term or the termination of this Lease or of Tenant's right of possession, Tenant shall surrender to Landlord the Premises and all Tenant improvements and alterations (except alterations which Landlord requires Tenant to remove under Section 9), together with all keys and access codes to the Premises in substantially the same condition as on the Effective Date, broom clean, ordinary wear and tear excepted. Tenant shall remove all of its personal property and trade fixtures prior to surrender, and repair all damage caused by such removal. Landlord can elect to retain or dispose of in any manner Tenant's personal property and trade fixtures not removed from the Premises by Tenant within thirty (30) days after expiration of the Term. Tenant shall have no claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of Tenant's personal property or trade fixtures in accordance with the terms hereof. Tenant shall be liable to Landlord for Landlord's actual costs for storage, removal or disposal of Tenant's personal property and trade fixtures and shall pay to Landlord as Additional Rent all such sums within ten (10) days after receipt from Landlord of an invoice describing such sums due. If Tenant fails to surrender the Premises upon the expiration of the Term, or upon the termination of this Lease or of Tenant's right of possession, Tenant shall defend, indemnify and hold Landlord harmless from all resulting loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure.

If Tenant, without Landlord's consent, remains in possession of the Premises after expiration of this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on written 30-day notice at any time by either party at a Monthly Rent amount equal to one hundred fifty percent (150%) of the Monthly Rent due hereunder immediately prior to expiration. All other provisions of this Lease, including the obligation to pay Additional Rent, shall apply to the month-to-month tenancy.

**22. HAZARDOUS SUBSTANCES; DISPOSAL OF WASTE; COMPLIANCE WITH LAWS; INDEMNITY.**

(a) **Presence and Use of Hazardous Substances.** Except as allowed by the Tenant's use of the Premises described in Section 1(d), and except in accordance with Environmental Laws or permits obtained under Environmental Laws, Tenant shall not use, transport, store, treat, generate, sell or dispose of any Hazardous Substances on or in any manner that affects the Premises or surrounding properties in violation of Environmental Laws. "Affects the Premises or surrounding properties" shall include, but not be limited to, allowing any Hazardous Substances to migrate off the Premises, or the release of any Hazardous Substances into adjacent surface waters, soils, sediments, ground waters or air to the extent caused by Tenant, or by Tenant's employees, contractors, invitees or agents. Tenant shall give prior written notice to Landlord of any violation of any Laws with respect to use of Hazardous Substances. "Hazardous Substances" shall mean hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, pollution, asbestos, PCB's, materials, or contaminants, as those terms are commonly used or as defined by federal, state, and/or local law or regulation applicable to the Premises that relate to protection of health or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601, et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); the Clean Water Act (33 U.S.C. § 1251, et seq.); and the Clean Air Act (42 U.S.C. § 7401 et seq.) as any of same may be amended from time to time, and/or by any rules and regulations promulgated thereunder (collectively, the "Environmental Laws").

(b) **Compliance with Law.** Notwithstanding any other provision in this Lease to the contrary, Tenant shall comply, at Tenant's sole cost and expense, with all Laws, including (without limitation) Environmental Laws in complying with its obligations under this Lease, and in particular, Laws relating to the storage, use and disposal of Hazardous Substances.

(c) **Tenant's Indemnity.** Tenant shall defend, indemnify and hold Landlord and the Premises harmless from and against all claims, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of, or in connection with: (1) the generation, release, handling, storage, discharge, transportation, deposit or disposal in, on, under or about the Premises of Hazardous Substances by Tenant or any of Tenant's agents, employees, invitees or guests, during the Term or any extensions thereof or during Tenant's occupancy of the Premises prior to the Commencement Date; or (2) Tenant's failure to observe or comply with the provisions of this Section 22. Such damages, costs, liabilities, and expenses shall include those claimed by any regulating and/or administering agency, and/or any successor of the Landlord named herein. This indemnity shall include (a) claims of third parties, including governmental agencies, for damages, fines, penalties, response costs, monitoring costs, injunctive or other relief; (b) the costs, expenses or losses resulting from any injunctive relief, including preliminary or temporary injunctive relief; (c) the expenses, including fees of attorneys and experts, of reporting the existence of Hazardous Substances to an agency of the State of Oregon or of the United States as required by applicable Environmental Laws; (d) any and all expenses or obligations, including attorney's and paralegal fees, incurred at, before and after any trial or appeal therefrom or review thereof, or an administrative proceeding or appeal therefrom or review thereof, whether or not taxable as costs, including, without limitation, attorney's fees, paralegal fees, witness fees (expert and otherwise), deposition costs, photocopying and telephone charges and other expenses related to the foregoing, all of which shall be paid by Tenant to Landlord when such expenses are accrued. This indemnity shall survive the expiration or earlier termination of the term of this Lease or the termination of Tenant's right of possession and be fully enforceable thereafter.



## 23. APPROVAL CRITERIA.

Whenever a party's consent is required pursuant to the terms of this Lease, such consent shall not be unreasonably withheld, delayed or conditioned, except as specifically provided otherwise in this Lease.

## 24. LANDLORD DEFAULT AND TENANT REMEDIES.

Tenant shall give Landlord written notice of any breach by Landlord in the performance of any covenant or obligation to be kept or performed by Landlord hereunder. If the breach is not cured within thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the breach, or such lesser period of time specified in Tenant's notice as is reasonable in the event of an emergency, Landlord shall be in default hereunder; provided, however, if performance reasonably requires more than the stated time and Landlord commences performance within the stated time and diligently pursues the matter to completion within a reasonable time, Landlord shall not be in default.

## 25. COVENANT OF QUIET ENJOYMENT.

Landlord warrants that it has good and marketable fee title to the Premises and covenants and agrees that Tenant, upon paying the rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said Premises during the entire Term of this Lease, without hindrance or molestation.

## 26. MISCELLANEOUS PROVISIONS.

(a) **Time of Essence.** Time is of the essence of each provision of this Lease.

(b) **Successor.** This Lease shall be binding on and inure to the benefit of the Parties and their successors, subject to Section 14 above.

(c) **Attorney Fees.** In the event that any party to this Lease institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Lease or to the rights or obligations of the Parties with respect thereto, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorneys fee provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

(d) **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the State of Oregon without regard to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease. This Lease constitutes the entire agreement between the Parties with respect to the Premises, except for such modifications as may be executed in writing by the Parties from time to time. When required by the context of this Lease, the singular shall include the plural, and the masculine shall include the feminine and/or neuter. The enforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal. No third party beneficiaries of this Lease are intended by the Parties.

(e) **Survival.** The release and indemnity covenants of Tenant, the right of Landlord to enforce its remedies hereunder, the attorneys fees provisions hereof, the provisions of Sections 21 and 22 hereof, as well as all other provisions of this Lease which contemplate performance after the expiration or termination hereof or the termination of Tenant's right to possession hereunder, and all environmental indemnities made by Tenant shall survive any such expiration or termination.

(f) **Limitation of Liability.**

(i) In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease or claim a partial or total eviction, or make any claim against Landlord for the payment of money, Tenant may not make such claim or exercise such right until Tenant has (i) given written notice of such act or omission to Landlord; and (ii) provided Landlord with at least thirty (30) days to commence curing such act or omission, and such additional time as necessary, so long as Landlord is thereafter diligently pursuing such cure to completion. Nothing herein contained shall create any rights in Tenant not specifically granted in this Lease or under applicable provisions of law.

(ii) Tenant shall look solely to the proceeds of sale on execution of the interest of Landlord in the demised premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default by Landlord, and no other property or asset of Landlord (except the Premises) or any partner, officer, director, shareholder, mortgagee or agent of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default by Landlord. This clause shall not be deemed to limit or deny any remedies that Tenant may have in the event of default by Landlord under this Lease, which does not involve the payment of money by Landlord.

(g) **Nonwaiver.** The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

The Parties have executed and entered into this Lease effective as of the Effective Date set forth in Section 1(a).

**Tenant:**      **The Marylhurst School**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Landlord:**      **CITY OF OREGON CITY**

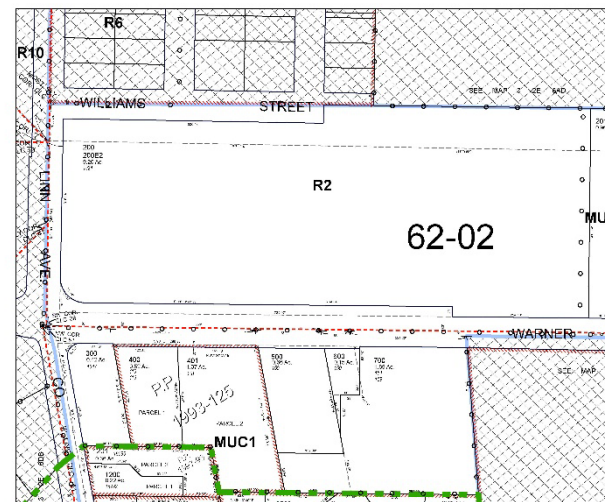
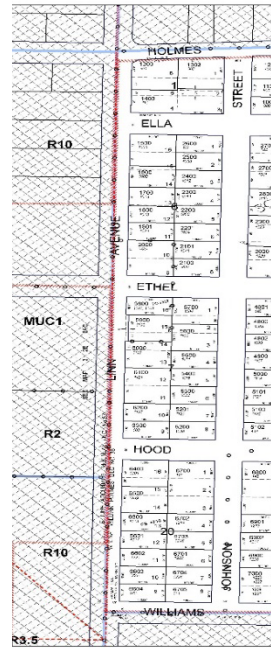
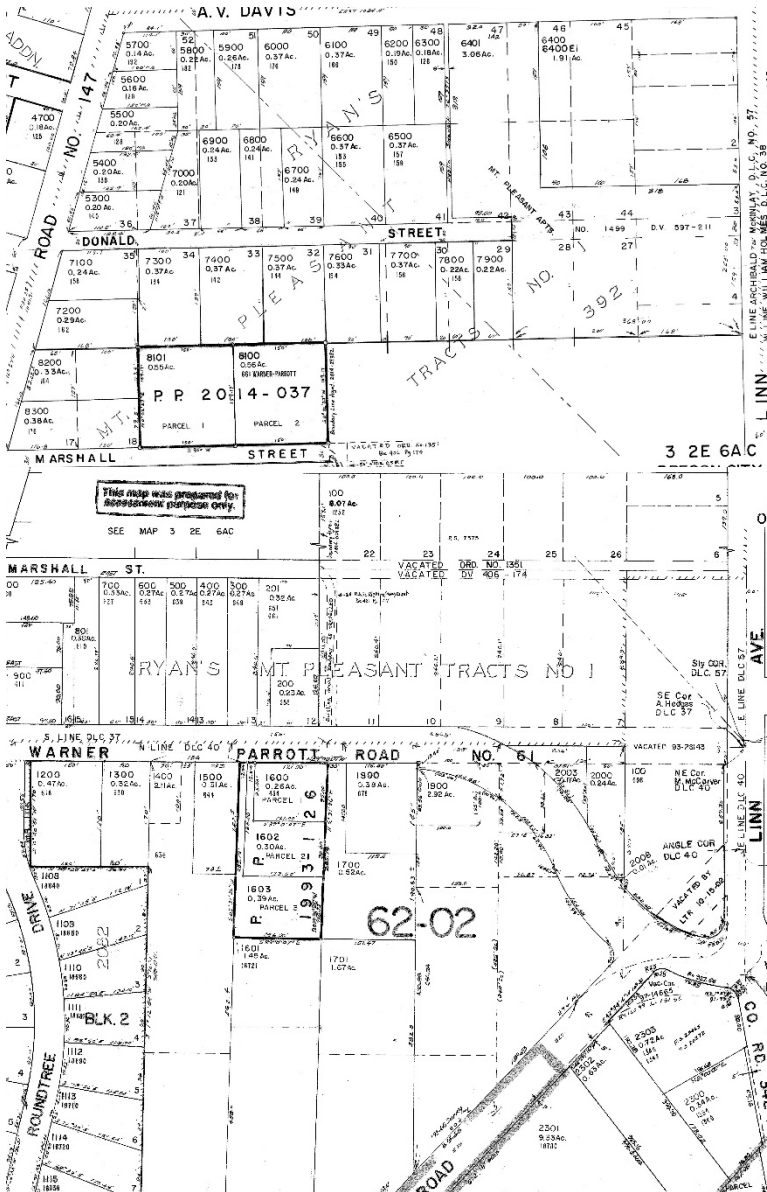
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Landlord Attorney:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GSB:5041979.1

# APPENDIX F ADJACENT PROPERTY INFORMATION







### Construction Costs for Site Plan and Design Review and Detailed Development Plans

*The cost of Planning Division review for Site Plan and Design Review and Detailed Development Plans is based on the construction cost of the project. The construction costs is defined as all costs to complete the project, including soft costs. The estimate does exclude interior furniture or moving expenses.*

**Address:** 1232 Linn Ave Oregon City, OR/698 Warner Parrott Road

**Project Description:** The project consists of improvements to the building at the above address. The scope of the improvements will include a canopy over the front door, removal of non-load bearing walls, space reconfiguration, façade improvements, landscaping, and minor site improvements.

#### Section I – Construction Costs

Design Work	\$ 39,550.00
Site Prep	\$ NA
Consultants	\$ 38,160.00
Excavation	\$ NA
Utilities	\$ NA
Foundation	\$ NA
Framing material/wall construction	\$ 39,474.00
Interior finish (walls, doors, floor finish, cabinetry, light fixtures, etc.)	\$ 117,170.00
Supplemental information (fire suppression, hvac, electrical, plumbing, etc.)	\$ 233,113.00
Roofing	\$ 55,147.00
Landscaping	\$ 73,338.00
Paving	\$ NA
Sign	\$ 4,950.00
Trash Enclosures	\$ NA
Other	\$ 243,720.00
<b>Total Section I</b>	<b>\$ 844,622.00</b>

#### Section II – Permits

Building	\$ 5,165.00
Electrical	\$ 368.00
Plumbing	\$ 86.00
Mechanical	\$ 287.00
Land Use	\$ 5,244.00
<b>Total Section II</b>	<b>\$ 11,150.00</b>

#### Section III - Total

Section I Total	\$ 844,622.00
Section II Total	\$ 11,150.00
<b>Total Section III</b>	<b>\$ 855,772.00</b>

*Office Use Only –*

Building Official Verification: \_\_\_\_\_





**JULY 2017**

**Portland Metro**

## National Home Values

Current: \$200,700  
 Monthly Change: 0.2%  
 Quarterly Change: 1.3%  
 Annual Change: 6.8%  
 Negative Equity\*: 10.4%

## Portland Home Values

Current: \$368,900  
 Monthly Change: 0.6%  
 Quarterly Change: 2%  
 Annual Change: 8.7%  
 Negative Equity\*: 4.2%

## Home Values Forecast

(next 12 months)

National: 2.7%  
 Portland Metro: 3.9%

## Major Cities - Home Values

### Portland

Current: \$416,700  
 Monthly Change: -0.1%  
 Annual Change: 5%

### Vancouver

Current: \$285,200  
 Monthly Change: 0.6%  
 Annual Change: 7.5%

### Beaverton

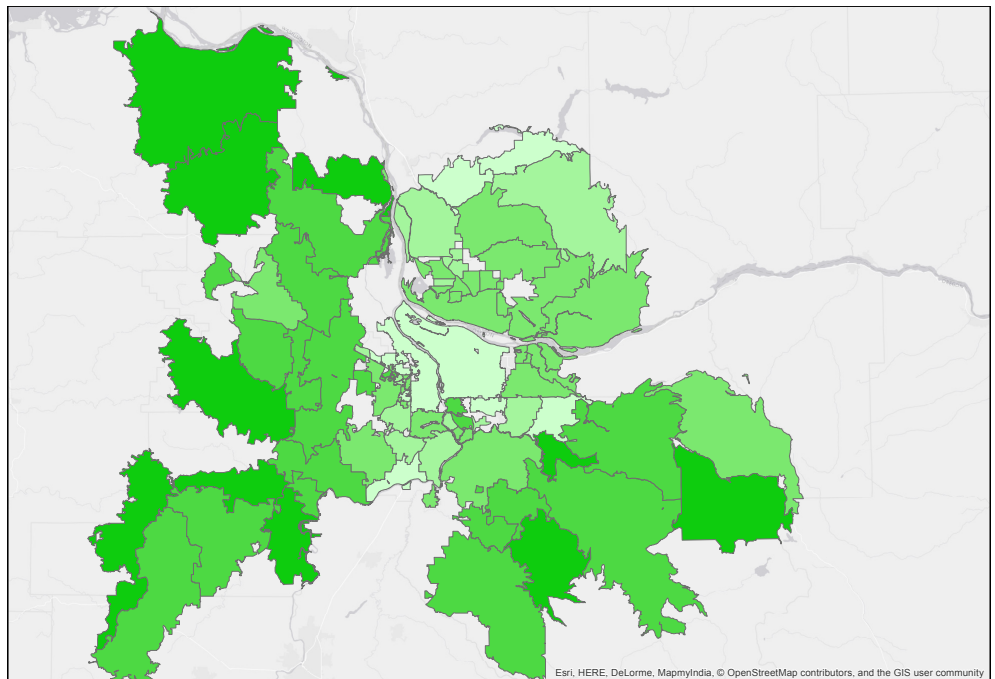
Current: \$363,400  
 Monthly Change: 0.3%  
 Annual Change: 9.3%

### Hillsboro

Current: \$345,600  
 Monthly Change: 0.5%  
 Annual Change: 10%

### Gresham

Current: \$311,100  
 Monthly Change: 0.5%  
 Annual Change: 8.5%



**City ZHVI Year-over-Year**

3.2% - 5.4% 5.5% - 7.2% 7.3% - 9.3% 9.4% - 13.4% 13.5% - 20.4%

## Home Values (ZHVI)

Increasing Values: 90.3%  
 Decreasing Values: 5.2%  
 Fall From Peak: 0%  
 Peak ZHVI Date: 2017-07  
 Peak ZHVI: \$368,900

## Sales

Median Sale Price: \$-  
 Monthly Change: -%  
 Annual Change: -%  
 Sale Price/Sq. Ft.: \$-  
 Sale-to-list Price Ratio: -  
 Sold for a Loss/Gain: 1.3%/98.7%

## Foreclosures

Homes Foreclosed: 2.45/10, 000  
 Monthly Change: 0  
 Annual Change: -0.9  
 Foreclosure Resales: 3.4%  
 Monthly Change: -0.2pp  
 Annual Change: -1.1pp

## Rent

Zillow Rent Index: \$1,838  
 Monthly Change: 0.7%  
 Annual Change: 3.8%  
 Rent List Price: \$1,900  
 Rent List/Sq. Ft.: \$1.3

## Listings

Median List Price: \$409,900  
 Monthly Change: -%  
 Annual Change: -%  
 List Price/Sq. Ft.: \$225  
 Listings with Price Cut: 17.8%  
 Amount of Price Cut: 2.8%

**How do we track home values?** To track home values, we use the Zillow Home Value Index (ZHVI). The ZHVI is the mid-point of estimated home values for the area. Half the estimated home values are above this number and half are below.

\* Negative equity data is from 2017Q1.

## Largest Cities Covered by Zillow

	Home Values- ZHVI (\$)	ZHVI MoM (%)	ZHVI QoQ (%)	ZHVI YoY (%)	ZHVI Peak (\$)	Peak Month	Change from Peak (%)	Rents- ZRI (\$)	ZRI MoM (%)	ZRI QoQ (%)	ZRI YoY (%)	Forecast ZHVI (\$)	Forecast YoY (%)	Home Value Bottom	Negative Equity (%)
Aloha	331,000	0.6	1.9	10.9	331,000	2017-07	0.0	1,706	0.4	0.4	1.8	343,885.4	3.9	2012 Q1	
Battle Ground	365,200	0.8	3.1	7.6	365,200	2017-07	0.0	1,815	0.5	2.2	3.9	379,821.3	4	2012 Q1	3.2
Beaverton	363,400	0.3	1.3	9.3	363,400	2017-07	0.0	1,757	0.7	1	0.5	378,302.4	4.1	2012 Q1	5.2
Camas	443,200	0.4	2.5	7.8	443,200	2017-07	0.0					460,808.9	4	2011 Q2	4.2
Forest Grove	324,000	0.4	2.1	11.7	324,000	2017-07	0.0	1,690	0	-0.6	1.6	338,493.3	4.5	2012 Q1	3.8
Gresham	311,100	0.5	1.8	8.5	311,100	2017-07	0.0	1,794	0.6	2.3	6.7	323,878.9	4.1	2011 Q4	4.2
Happy Valley	485,900	0	0.9	5.4	485,900	2017-07	0.0	2,480	-0.4	0.2	0.9	502,141	3.3	2011 Q2	4.5
Hillsboro	345,600	0.5	1.6	10	345,600	2017-07	0.0	1,709	0.5	0.2	-0.9	360,450.3	4.3	2012 Q1	4.8
Lake Oswego	597,300	0.7	1.8	7.3	597,300	2017-07	0.0	2,629	0	1	3.2	619,707.4	3.8	2012 Q1	4
McMinnville	273,900	0.6	2.2	13.4	273,900	2017-07	0.0	1,528	0.4	2.3	6.3	288,033.4	5.2	2012 Q4	4.8
Newberg	305,500	0.4	1.8	11.2	305,500	2017-07	0.0	1,682	-0.1	-0.9	8	319,734.5	4.7	2011 Q3	4.6
Orchards	278,300	0.7	2.8	7.7	278,300	2017-07	0.0	1,615	0.2	0.4	4.3	288,617.5	3.7	2012 Q1	
Oregon City	371,200	0.8	2	7.4	371,200	2017-07	0.0	1,952	-0.3	-0.1	4.9	385,804	3.9	2012 Q1	3.6
Portland	416,700	-0.1	0.3	5	417,100	2017-06	-0.1	1,907	0.6	2.1	4.3	430,966.2	3.4	2011 Q2	3.7
Salmon Creek	336,300	0.5	2.9	8.2	336,300	2017-07	0.0	1,779	1	2.8	4.7	350,112.4	4.1	2012 Q1	3.7
Sherwood	414,700	0.2	1.1	7.7	414,700	2017-07	0.0	1,978	0.9	2.3	1.5	431,283.9	4	2012 Q1	3.8
Tigard	402,700	0.2	0.7	6.7	402,700	2017-07	0.0	1,973	0.9	1.9	4.8	419,457.3	4.2	2012 Q1	3.8
Tualatin	434,800	0.1	0.4	6.5	434,800	2017-07	0.0	2,106	1.7	4.1	2.5	452,147	4	2012 Q1	4
Vancouver	285,200	0.6	2.6	7.5	285,200	2017-07	0.0	1,620	0.2	0.5	4.8	295,946.6	3.8	2012 Q1	4.8
West Linn	500,200	0.2	1.1	6.3	500,200	2017-07	0.0	2,444	-0.3	0.5	-0.3	518,359.4	3.6	2011 Q2	4.1

## Largest Counties Covered by Zillow

	Home Values- ZHVI (\$)	ZHVI MoM (%)	ZHVI QoQ (%)	ZHVI YoY (%)	ZHVI Peak (\$)	Peak Month	Change from Peak (%)	Rents- ZRI (\$)	ZRI MoM (%)	ZRI QoQ (%)	ZRI YoY (%)	Forecast ZHVI (\$)	Forecast YoY (%)	Home Value Bottom	Negative Equity (%)
Clackamas	392,400	0.7	2.1	7.5	392,400	2017-07	0	2,017	0	0.9	4.8	407,747.4	3.9	2012 Q1	3.9
Clark	319,100	0.6	2.7	7.7	319,100	2017-07	0	1,714	0.7	1.8	4.6	332,111.2	4.1	2012 Q1	4.4
Columbia	256,400	1	3	16.5	256,400	2017-07	0	1,502	-0.2	-0.6	6.3	271,468.6	5.9	2012 Q1	5.5
Multnomah	391,800	0.1	0.6	6.4	391,800	2017-07	0	1,880	0.6	2.3	4.9	406,337	3.7	2011 Q4	3.7
Skamania								1,540	0.5	1.2	4.4				6.7
Washington	383,500	0.4	1.4	8.4	383,500	2017-07	0	1,845	0.7	1.3	1.9	398,904.9	4	2011 Q3	4.4
Yamhill	278,900	0.8	2.3	13.3	278,900	2017-07	0	1,570	0.5	2.3	7.2	293,813.9	5.3	2012 Q3	4.8

\*The top 20 largest cities and top 10 (or all) counties within the metro are listed. Additional counties, cities, neighborhoods and ZIP codes may be available online at [www.zillow.com/research/data](http://www.zillow.com/research/data) by emailing [press@zillow.com](mailto:press@zillow.com)

## Zillow Research:

Zillow® is the leading real estate and rental marketplace dedicated to empowering consumers with data, inspiration and knowledge around the place they call home, and connecting them with the best local professionals who can help. In addition, Zillow operates an industry-leading economics and analytics bureau led by Zillow's Chief Economist Dr. Svenja Gudell. Dr. Gudell and her team of economists and data analysts produce extensive housing data and research covering more than 450 markets at Zillow Real Estate Research. Zillow also sponsors the quarterly Zillow Home Price Expectations Survey, which asks more than 100 leading economists, real estate experts and investment and market strategists to predict the path of the Zillow Home Value Index over the next five years. Zillow also sponsors the bi-annual Zillow Housing Confidence Index (ZHCI) which measures consumer confidence in local housing markets, both currently and over time. Launched in 2006, Zillow is owned and operated by Zillow Group (NASDAQ: Z), and headquartered in Seattle.