



# CITY OF OREGON CITY

## URBAN RENEWAL COMMISSION - REVISED

### AGENDA

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Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, February 21, 2024 at 6:00 PM

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*Ways to participate in this public meeting:*

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

#### CALL TO ORDER

#### ROLL CALL

#### CITIZEN COMMENTS

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

#### DISCUSSION ITEM

1. Personal Services Agreement with Pali Consulting, Inc. for the 1795 Washington Street Geotechnical Site Analysis (PS 23-018)
2. Potential Redevelopment Options for the Stimson Property
3. Information for Discussion and Direction Related to Water Quality and Alternatives Evaluation of Clackamette Cove

#### COMMUNICATIONS

#### ADJOURNMENT

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**PUBLIC COMMENT GUIDELINES**

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

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

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

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**ADA NOTICE**

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

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

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





# CITY OF OREGON CITY

## Staff Report

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

**To:** Urban Renewal Agency  
**From:** Executive Director, Tony Konkol

**Agenda Date:** 02/21/2024

### **SUBJECT:**

Personal Services Agreement with Pali Consulting, Inc. for the 1795 Washington Street Geotechnical Site Analysis (PS 23-018)

### **STAFF RECOMMENDATION:**

The Urban Renewal Agency approves and authorizes the City Manager to execute the Personal Services Agreement (PSA) with Pali Consulting, Inc.

### **EXECUTIVE SUMMARY:**

The attached draft PSA is for Pali Consulting Inc. to provide geotechnical site analysis and report preparation services, for 1795 Washington Street (PS 23-018), in the amount of \$34,960.00. Pali Consulting, Inc. will research the site and provide a report on previous land uses, soil analysis, and existing conditions. The report will be utilized by the Urban Renewal Agency (URA) for consideration of future development proposals for this site.

### **BACKGROUND:**

In September 2023, the City Manager requested the Public Works Engineering Division's assistance in producing a report on the current site conditions for 1795 Washington Street. Staff contacted geotechnical engineering firms (on the City's list of approved consultants) and requested the firms to provide a scope and fee to research the past land uses, analysis of site soils, and preparation of a report detailing the existing conditions for this site.

Following City and state procurement standards, an informal request for proposals was sent to four (4) geotechnical consultants. On December 11<sup>th</sup>, 2023, four proposals were submitted and reviewed by staff. The review resulted in Staff selecting NV5 to perform this work. On December 20, 2023, the Urban Renewal Agency awarded the contract to NV5. Following the contract award, NV5 experienced a high turnover of their employees; therefore, City staff determined that NV5 would be unable to fulfill the needs

of the PSA for this project. Staff then selected Pali Consulting, Inc. to complete the project. The list of firms and their fees are below.

|                                    |          |
|------------------------------------|----------|
| NV5 (Non-responsive)               | \$31,150 |
| Pali Consulting, Inc.              | \$34,960 |
| Geotechnical Resources, Inc. (GRI) | \$45,300 |
| Shannon & Wilson                   | \$54,869 |

The attached scope of work (Exhibit A) outlines the details by which this project will move forward through the research, analysis, and report preparation.

This site is currently being rented to Clackamas Landscape Supply.

#### **OPTIONS:**

1. Authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute the Agreement with specific modifications.
3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

#### **BUDGET IMPACT:**

Amount: \$34,960

Fiscal Year(s): 2023/24

Funding Source(s): Urban Renewal Agency

**CITY OF OREGON CITY URBAN RENEWAL COMMISSION  
PERSONAL SERVICES AGREEMENT**

**1795 WASHINGTON STREET (PS 23-018)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY URBAN RENEWAL COMMISSION ("URC") and **PALI CONSULTING, INC.** ("Consultant").

**RECITALS**

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

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

The parties agree as follows:

**AGREEMENT**

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URC's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. URC agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed thirty-one four thousand, nine hundred- sixty dollars (\$34,960.00).

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

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

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

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

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

To the URC:

City of Oregon City Urban Renewal Commission  
13895 Fir Street  
Oregon City, OR 97045  
Attention: John M. Lewis

To Consultant:

Pali Consulting, Inc.  
4891 Willamette Falls Drive, Ste. 1  
West Linn, OR 97068

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF OREGON CITY URBAN RENEWAL  
COMMISSION

PALI CONSULTING, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anthony J. Konkol III

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 20\_\_.

DATED: \_\_\_\_\_, 20\_\_.

APPROVED AS TO LEGAL SUFFICIENCY:

ORIGINAL URBAN RENEWAL COMMISSION  
APPROVAL (IF APPLICABLE):

By: \_\_\_\_\_

DATE: \_\_\_\_\_

City Attorney



# Pali Consulting

December 11, 2023

City of Oregon City  
13895 Fir Street  
Oregon City, Oregon 97045

**Proposal for Geotechnical Services**

1795 Washington Street  
Oregon City, Oregon  
P082-23-004

## Introduction and Project Understanding

Pali Consulting, Inc. (Pali Consulting) is pleased to provide this proposal to the City of Oregon City (City) for a Geotechnical Site Analysis (geotechnical analysis) for the 1795 Washington Street Project. This proposal is provided in response to the City's request for proposals (RFP) on November 28, 2023.

The site is owned by the City's Urban Renewal Agency (URA) and is currently leased by Clackamas Landscape Supply. The site is approximately 6.8 acres and bounded by the Union Pacific Railroad mainline (to the west) and Washington Street (to the east). The site has formerly been used for lumber manufacturing and other purposes. The URA is considering selling this property and requested this geotechnical analysis to aid in the process. Our proposed scope and fee to provide the requested services is provided in the following sections.

## Scope of Work

Pali Consulting will perform the scope of work as outlined in the RFP, including:

1. Reviewing existing background information.
2. Coordinate and manage field explorations, including utility locates and scheduling contractors and/or in-house staff.
3. Conducting a subsurface exploration program as specified in the RFP, consisting of five borings drilled to depths of up to 50 feet below ground surface (bgs), or to practical refusal if encountered shallower.



4. Maintaining a continuous log of the explorations and collecting soil samples at representative intervals.
5. Installing a single vibrating wire piezometer in one boring to providing one year of (6 data records) for groundwater evaluation data and information on seasonal groundwater fluctuations at the site.
6. Conducting a laboratory testing program consisting of the tests specified in the RFP, with revisions as dictated by actual site conditions and in coordination with City staff.
7. Complete an evaluation of geotechnical conditions at the site and their effects on earthworks, foundations, slabs, retaining walls, pavements, and seismic performance.
8. Evaluate groundwater conditions based on the borings with subsequent information from the piezometer readings.
9. Complete a geotechnical report for the project to include the following:
  - a. A description of site surface and subsurface conditions as they relate to proposed development, including logs of our explorations and our subsurface interpretation.
  - b. A summary of the results of our field and laboratory testing.
  - c. Geotechnical design recommendations for the items requested in the RFP.
10. Provide project management and support services, including coordinating staff and subcontractors and conducting telephone consultations and e-mail communications with you and the design team.

Our geotechnical work will be directly supervised by Tim Blackwood, PE, GE, CEG. We will apply the necessary professional seals to our work.

## Project Fee

We will provide the above services on a time and materials basis for an estimated fee of \$34,960. This includes all services requested in the RFP. We have also provided two alternatives for the City to consider, which are discussed in detail below. If both alternatives are selected, our total fee would be reduced to \$29,960.

## Alternate Scopes and Fees

Based on our review of the RFP, and the purpose of the geotechnical analysis, we propose the following alternate scopes and fees for the City to consider:


**Alternative A: Replace 6 Monitoring Visits with a Data Logger. Adjustment to fee - \$2,000**

Install a data logger with the piezometer and download the data logger one time approximately 1 year after completing the explorations or when requested by the City. No other visits to read manual piezometers would be included. A complete record of groundwater data over the period of record would be provided following download of the data.

**Alternative B: Geotechnical data report instead of design report. Adjustment to fee: - \$3,000**

Because site development elements are not yet known and can vary widely, the URA could consider a reduced effort, focused on providing geotechnical data that would be needed for development teams to complete their own analyses. Typically, development teams have their own geotechnical engineer on board that would review any data provided by the owner and draw their own conclusions and recommendations for their specific development plans. Such a data report would provide the information the design teams would need to do their own evaluation. The geotechnical data report would include the following:

- Tasks 1-6, 8 and 10 would be completed as above.
- Task 7 would include only include evaluating seismic performance and design, including liquefaction potential and resulting effects (settlement, lateral spread, etc.) and seismic parameters per the State of Oregon Structural Specialty Code.
- Task 9 would include items a. and b., but item c. would be replaced with the results of the seismic evaluation only.

## Assumptions

In preparing our scope of work and fee estimate, we have made the following assumptions.

- Work can be completed during standard business hours (8 am to 5 pm).
- Right of access to the property will be provided by others and no permits are required for our exploration work, unless expressly noted in this proposal.
- Contaminated soils will not be encountered.
- Exploration spoils can be scattered in non-developed areas on site.
- A limitation of liability of \$250,000 or the amount of our fees, whichever is higher, is acceptable to you. Higher limitations are available as described in the General Conditions. If higher limits are requested, notify Pali Consulting before signing this agreement to review other options.

If these assumptions are incorrect, please inform us so that we may review and update our scope and fee estimate, if necessary.



Pali Consulting

P082-23-004

## Terms

The scope of work outlined above will be billed monthly based on the work completed at the end of each month. Work will be billed on a time and materials basis per the attached Schedule of Charges. Our estimated effort to complete the scope of work (except the alternates) is attached to his proposal.

Our services will be performed in accordance with the standard of care of our profession. We anticipate that the City will provide a personal services agreement PSA for this work, and we will review the terms of the PSA.

We appreciate the opportunity to submit our proposal and hope to have an opportunity to work with you on this project. If we may provide any additional information or clarification of this proposal, please contact us.

Sincerely,

**PALI CONSULTING INC.**

**TIMOTHY W. BLACKWOOD, PE, GE, CEG**

President/Principal Engineer

Attachments:

2024 Schedule of Charges

Cost Estimate

Doc ID: 082-23-004Proposal

December 11, 2023

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# GEOTECHNICAL SERVICES COST ESTIMATE

Item #1.

**PROJECT:** 1795 Washington Street

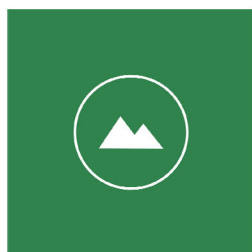
| <u>Task Description</u>           | <u>Personnel</u>                | <u>Item</u> | <u>Rate</u> | <u>Ext Price</u> | <u>Subtotal</u> |
|-----------------------------------|---------------------------------|-------------|-------------|------------------|-----------------|
| Field Services                    | Field Engineer/Scientist        | 28 hr       | \$ 135      | \$ 3,780         |                 |
|                                   | Project Engineer/Scientist      | 2 hr        | \$ 165      | \$ 330           |                 |
|                                   | Principal                       | 1 hr        | \$ 215      | \$ 215           |                 |
|                                   | Field Equipment                 | 2 ea        | \$ 125      | \$ 250           |                 |
|                                   | Per Diem                        | 0 dy        | \$ 300      | \$ -             |                 |
|                                   | Field Vehicle                   | 0 mi        | 0.67        | \$ -             | \$ 4,575        |
| Subcontractors                    | WSSC                            | 1 est       | \$ 17,028   | \$ 17,028        |                 |
|                                   | Mobilization                    | 0 ls        | \$ -        | \$ -             |                 |
|                                   | Oregon Hole Reports             | 0 ea        | \$ -        | \$ -             |                 |
|                                   | Backfill Supplies               | 0 ea        | \$ -        | \$ -             |                 |
|                                   | Per Diem                        | 0 dy        | \$ -        | \$ -             | \$ 17,028       |
| Subcontractors                    | Fisher Drilling                 | 0 est       | \$ 3,500    | \$ -             |                 |
|                                   | Mobilization                    | 0 ls        | \$ 500      | \$ -             |                 |
|                                   | Per Diem                        | 0 dy        | \$ 160      | \$ -             | \$ -            |
| Subcontractors                    | Piezometer                      | 0 ea        | \$ 500      | \$ -             |                 |
|                                   | Data Logger Rental              | 0 yr        | \$ 250      | \$ -             |                 |
|                                   | Per Diem                        | 0 dy        | \$ 160      | \$ -             | \$ -            |
| Utility Locate Subcontractor      | Locator                         | 4 hr        | \$ 100      | \$ 400           | \$ 400          |
| Handling at 10%                   |                                 |             |             | \$               | 1,743           |
| <b>Conduct Laboratory Testing</b> |                                 |             |             |                  |                 |
|                                   | Moisture                        | 20 ea       | \$ 25       | \$ 500           |                 |
|                                   | Moisture and Density            | 0 ea        | \$ 25       | \$ -             |                 |
|                                   | Consolidation                   | 0 ea        | \$ 650      | \$ -             |                 |
|                                   | # 200 Wash                      | 8 ea        | \$ 95       | \$ 760           |                 |
|                                   | Grain Size                      | 0 ea        | \$ 180      | \$ -             |                 |
|                                   | Atterberg Limit Test            | 3 ea        | \$ 185      | \$ 555           |                 |
|                                   | Direct Shear                    | 0 ea        | \$ 700      | \$ -             |                 |
|                                   | Compaction Curve (Proctor)      | 0 ea        | \$ 275      | \$ -             |                 |
|                                   | Corrosivity Test                | 0 ea        | \$ 95       | \$ -             | \$ 1,815        |
| <b>Engineering Analysis</b>       |                                 |             |             |                  |                 |
|                                   | Principal                       | 2 hr        | \$ 215      | \$ 430           |                 |
|                                   | Project Engineer                | 8 hr        | \$ 165      | \$ 1,320         |                 |
|                                   | Staff Engineer 2                | 2 hr        | \$ 135      | \$ 270           |                 |
|                                   | CAD                             | 2 hr        | \$ 105      | \$ 210           | \$ 2,230        |
| <b>Recommendations and Report</b> |                                 |             |             |                  |                 |
| Report                            | Principal                       | 4 hr        | \$ 215      | \$ 860           |                 |
|                                   | Project Engineer                | 8 hr        | \$ 165      | \$ 1,320         |                 |
|                                   | Staff Engineer 2                | 6 hr        | \$ 135      | \$ 810           |                 |
|                                   | CAD/Illustrations               | 6 hr        | \$ 105      | \$ 630           |                 |
|                                   | Support                         | 2 hr        | \$ 65       | \$ 130           |                 |
|                                   | Other                           |             | \$ -        | \$ -             |                 |
|                                   | Other                           |             | \$ -        | \$ -             | \$ 3,750        |
| Piezometer Readings (6)           | Project Engineer (1hr each)     | 6 hr        | \$ 165      | \$ 990           |                 |
|                                   | Staff Engineer 2 (3 hours each) | 18 hr       | \$ 135      | \$ 2,430         |                 |
|                                   | Other                           |             | \$ -        | \$ -             | \$ 3,420        |

**Total Estimated Cost**

\$ 34,960

## **Assumptions:**

- 1 No contaminated soils
- 2 Not responsible for underground utilities or damage to landscaping



# Pali Consulting

## 2024 SCHEDULE OF CHARGES

Pali Consulting, Inc. provides our services on a fixed fee basis when practical. Where this is not practical, or where a client prefers to pay for services on an hourly basis, we offer a simple rate schedule with the following charges. These rates include all computer and software charges, copies, and other incidental costs, unless specifically noted otherwise in our services agreement with you.

### Labor Billing Rates

| Position                   | Hourly Rate <sup>1</sup> |
|----------------------------|--------------------------|
| Principal                  | \$215                    |
| Project Engineer/Geologist | \$165                    |
| Staff Engineer/Geologist   | \$135                    |
| Technician                 | \$89                     |
| CAD/GIS/Graphics           | \$105                    |
| Administrative Support     | \$65                     |

1- Weekend, evening, and holiday work at client's request charged at 1.5 times the listed rates. Deposition and court time for litigation projects will be charged at 1.5 times the listed rates.

### Laboratory Charges

| Test (ASTM Designation)           | Unit Cost |
|-----------------------------------|-----------|
| Moisture/Density (D-2216)         | \$25      |
| Atterberg Limits (D-4318)         | \$185     |
| Mechanical Sieve Analysis (D-422) | \$180     |
| #200 Wash (D-1140)                | \$95      |
| Hydrometer (D-422)                | \$225     |
| Consolidation Test (D-2435)       | \$650     |
| Direct Shear Test (D-3080)        | \$700     |
| Proctor (D-1557)                  | \$275     |

### Field Equipment Charges

| Field Equipment                 | Daily Cost                            |
|---------------------------------|---------------------------------------|
| Inclinometer Probe              | \$150                                 |
| GPS/General Field Equipment     | \$125                                 |
| Zip Level/Water Level Indicator | \$75                                  |
| Drilling/Drive Probe Supplies   | \$155                                 |
| Climbing Equipment              | \$250                                 |
| Nuclear Density Gauge           | \$35/half day (min),<br>\$60/full day |

Reimbursable expenses including drilling and excavation subcontractors, rental equipment, specialized laboratory testing, and other direct costs not listed above will be billed at cost plus 10 percent, unless modified by contract. Per diem and travel expenses will be billed at cost plus 10 percent. Mileage will be billed at the IRS or local agency approved rate.

Phone: 503 502-0820 / [www.pali-consulting.com](http://www.pali-consulting.com)

4891 Willamette Falls Drive / Suite 1 / West Linn, Oregon 97068

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")  
PERSONAL SERVICES AGREEMENT**

**EXHIBIT B**

Item #1.

1. Contractor Identification. Contractor shall furnish to URC its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as URC deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) URC agrees to pay Contractor within thirty (30) days after receipt of Contractor's itemized statement. Amounts disputed by URC may be withheld pending settlement.

(c) URC certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) URC shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall URC pay Contractor any fees or costs that URC reasonably disputes.

3. Independent Contractor Status.

(a) Contractor is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Contractor represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Contractor maintains a business location that is separate from the offices of the URC and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable URC or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the URC upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Contractor shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the URC provided in this Agreement and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. URC and

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")  
PERSONAL SERVICES AGREEMENT**

Item #1.

**EXHIBIT B**

Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**6. Payment of Laborers: Payment of Taxes.**

(a) Contractor shall:

(i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the URC on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the URC will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the URC may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Contractor by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

(d) Contractor and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

**7. SubContractors and Assignment.**

Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the URC. The URC, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Contractor.

8. Access to Records. URC shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product: License. All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of URC. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants URC a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to URC or produced by Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by URC, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to URC. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of URC.

**10. Compliance With Applicable Law.**

STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION PERSONAL SERVICES AGREEMENT (4/2017)

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**EXHIBIT B**

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**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")  
PERSONAL SERVICES AGREEMENT**

Item #1.

**EXHIBIT B**

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in URC's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold URC, its officers, agents, Contractors, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the State of Oregon. Contractor shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to URC. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and URC and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name URC as an additional insured, with the stipulation that this insurance, as to the interest of URC, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

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

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION PERSONAL SERVICES AGREEMENT (4/2017)

Page 3 of 5

**EXHIBIT B**

Page 15

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")  
PERSONAL SERVICES AGREEMENT**

**EXHIBIT B**

Item #1.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the URC of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of URC to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Contractor shall, at such time and in such form as URC may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by URC. Contractor shall furnish URC, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of

URC, but shall remain with Contractor. Copies as requested shall be provided free of cost to URC.

23. URC's Responsibilities. URC shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Agreement. URC shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")  
PERSONAL SERVICES AGREEMENT**

**EXHIBIT B**

Item #1.

judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators.

The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any





### Legend

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

### Notes



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



0 400 800 Feet

1: 4,800

## 1795 Washington Street

Map created 9/21/2023

City of Oregon City  
PO Box 3040  
625 Center St  
Oregon City  
OR 97045  
(503) 657-0891  
[www.oregoncity.org](http://www.oregoncity.org)







## CITY OF OREGON CITY

### Staff Report

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

**To:** Urban Renewal Commission  
**From:** Executive Director Tony Konkol

**Agenda Date:** 2/21/2024

#### **SUBJECT:**

Potential redevelopment options for the Stimson property

#### **STAFF RECOMENDATION:**

Staff recommends the Urban Renewal Commission review the permitted uses identified in the Mixed Use Downtown District, as well as the property description identified in the Urban Renewal Plan, and deliberate if there are specific uses of the property that the Urban Renewal Commission would support, or not support, on the property.

#### **EXECUTVE SUMMARY:**

The Urban Renewal Commission has identified the Stimson property as a priority property for redevelopment. Staff recommends the Urban Renewal Commission review the permitted uses identified in the Mixed Use Downtown District, as well as the property description identified in the Urban Renewal Plan (page 14), and deliberate if there are specific uses of the property that the Urban Renewal Commission would support, or not support, on the property.

The Mixed Use Downtown District is intended to allow a mix of high-density residential, office, retail uses, lodging and similar uses that encourage pedestrian and transit use. The property is in the 100-year flood plain and the natural resource overlay district. The property is located within 500 feet of the End of the Oregon Trail Museum property, which requires that the maximum building height be reduced from 75 feet to 45 feet (OCMC 17.34.060.D2).

This information will be utilized for any future solicitation for development and/or appraisal of the property.

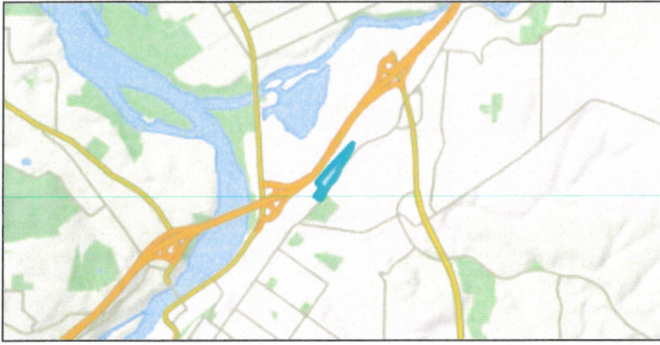
#### **BACKGROUND:**

**OPTIONS:**

1. Provide staff direction on how to proceed.

## Taxlot Detail Report

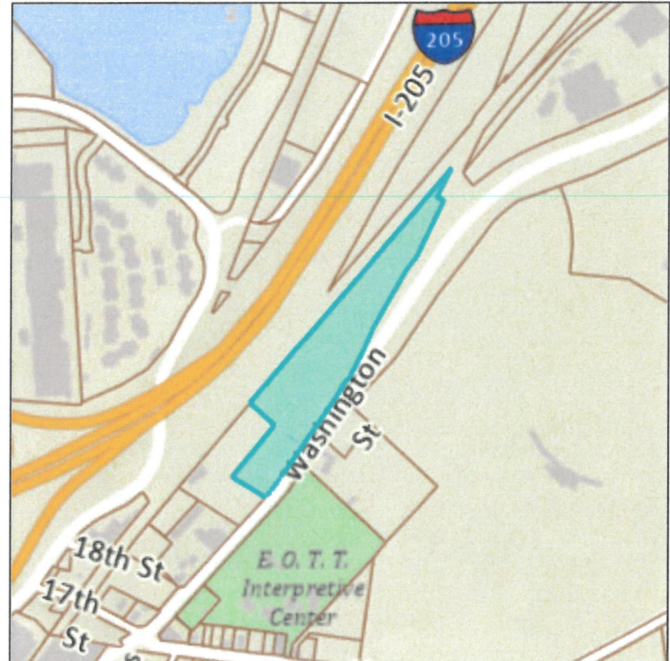
Taxlot: 2-2E-29 -01402



Overview Map

## Taxlot Information

APN: 2-2E-29 -01402 In City? Y  
 Alt ID: 01692779 In UGB? Y  
 Site Address: 1799 WASHINGTON ST  
 OREGON CITY, OR 97045  
 Year Built: Unknown or not recorded



Taxlot highlighted in blue

## Taxpayer Information

Taxpayer: Please contact the City of Oregon City  
 Address: for taxpayer information

## Reference Information

Parcel Area (GIS - acres): 6.83  
 Parcel Area (GIS - sq. ft.): 297,326  
 Twn/Rng/Sec: 2S 2E 29  
 Tax Map Reference: 22E29 (03\_2s2e29)

## Values

Import Date: 12/27/2023  
 Land Value (Mkt): \$6,539,318  
 Building Value (Mkt): \$224,060  
 Total Value (Mkt): \$6,763,378  
 Note: the values about are Market, NOT Assessed values.  
 Assessed Value: \$581,412  
 Exempt Amount: \$0

## Planning Designations

Zoning: MUD  
 Comprehensive Plan: MUD  
 Subdivision: N/A  
 PUD (if known):  
 Partition Plat:: 1996-030  
 Neighborhood Assn: TWO RIVERS  
 Urban Renewal District: DOWNTOWN  
 Concept Plan: N/A  
 Historic District: N/A  
 Historic Designation: N/A

In Willamette Greenway? N  
 In Geologic Hazard? N  
 In High Water Table Area? N  
 In Nat. Res. Ovl. Dist. (NROD)? Y  
 In 1996/FEMA 100 Yr. Floodplain? Y  
 In FEMA Floodway? N  
 In SDC Discount Area? Y  
 In Thayer Pond Fee Area? N  
 In Bvrck. Rd Access Plan Area? N  
 In Barlow Trail Corridor? N  
 In Enterprise Zone? N  
 In Vertical Housing Dev. Zone? Y  
 In Opportunity Zone? N

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

Report generated 2/14/2024 12:56:24 PM

City of Oregon City  
 P.O. Box 3040  
 625 Center St  
 Oregon City, OR 97045  
 (503) 657-0891  
[www.orcity.org](http://www.orcity.org)



## Footnotes:

--- (16) ---

**Editor's note—** Ord. No. 08-1014, adopted July 1, 2009, repealed Chapter 17.34 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, Chapter 17.34 pertained to similar subject matter. See Ordinance Disposition List for derivation.

## 17.34.010 - Designated.

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use. This district includes a downtown design district overlay for the historic downtown area. Retail and service uses on the ground floor and office and residential uses on the upper floors are encouraged in this district. The design standards for this sub-district require a continuous storefront façade featuring streetscape amenities to enhance the active and attractive pedestrian environment.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

## 17.34.020 - Permitted uses.

Permitted uses in the MUD district are defined as:

- A. Banquet, conference facilities and meeting rooms;
- B. Bed and breakfast/boarding houses, hotels, motels, and other lodging facilities;
- C. Child care centers and/or nursery schools;
- D. Indoor entertainment centers and arcades;
- E. Health and fitness clubs;
- F. Medical and dental clinics, outpatient; infirmity services;
- G. Museums, libraries and cultural facilities;
- H. Offices, including finance, insurance, real estate and government;
- I. Outdoor markets, such as produce stands, craft markets and farmers markets that are operated on the weekends and after six p.m. during the weekday;
- J. Postal services;
- K. Repair shops, for radio and television, office equipment, bicycles, electronic equipment, shoes and small appliances and equipment;
- L. Multi-family residential, triplexes and quadplexes;
- M. One or two units in conjunction with a nonresidential use provided that the residential use occupies no more than fifty percent of the total square footage of the development;
- N. Restaurants, eating and drinking establishments without a drive-through;
- O. Services, including personal, professional, educational and financial services; laundry and dry-cleaning;
- P. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies, specialty stores provided the maximum footprint of a freestanding building with a single store does not exceed sixty thousand square feet (a freestanding building over sixty thousand square feet is allowed as long as the building contains multiple stores);
- Q. Seasonal sales;
- R. Residential care facilities, assisted living facilities; nursing homes and group homes for over fifteen patients licensed by the state;
- S. Studios and galleries, including dance, art, photography, music and other arts;
- T. Utilities: Basic and linear facilities, such as water, sewer, power, telephone, cable, electrical and natural gas lines, not including major facilities such as sewage and water treatment plants, pump stations, water tanks, telephone exchanges and cell towers;
- U. Veterinary clinics or pet hospitals, pet day care;

- V. Home occupations;
- W. Research and development activities;
- X. Temporary real estate offices in model dwellings located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed;
- Y. Transportation facilities;
- Z. Live/work dwellings;
- AA. After-hours public parking;
- BB. Marinas;
- CC. Religious institutions;
- DD. Mobile food units outside of the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 22-1001, 1(Exh. A), 6-1-2022)

#### 17.34.030 - Conditional uses.

The following uses are permitted in this district when authorized and in accordance with the process and standards contained in OCMC 17.56:

- A. Drive-through facilities;
- B. Emergency services;
- C. Hospitals;
- D. Outdoor markets that do not meet the criteria of OCMC 17.34.020.I;
- E. Parks, playgrounds, play fields and community or neighborhood centers;
- F. Parking structures and lots not in conjunction with a primary use on private property, excluding after-hours public parking;
- G. Retail trade, including grocery, hardware and gift shops, bakeries, delicatessens, florists, pharmacies and specialty stores in a freestanding building with a single store exceeding a foot print of sixty thousand square feet;
- H. Public facilities such as sewage and water treatment plants, water towers and recycling and resource recovery centers;
- I. Public utilities and services such as pump stations and sub-stations;
- J. Distributing, wholesaling and warehousing;
- K. Gas stations;
- L. Public and/or private educational or training facilities;
- M. Stadiums and arenas;
- N. Passenger terminals (water, auto, bus, train), excluding bus stops;
- O. Recycling center and/or solid waste facility;
- P. Shelters, except within the downtown design district.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

#### 17.34.040 - Prohibited uses.

The following uses are prohibited in the MUD district:

- A. Kennels;
- B. Outdoor storage and sales, not including outdoor markets allowed in OCMC 17.34.030;
- C. Self-service storage;
- D. Single-family detached residential units, townhouses and duplexes;
- E. Motor vehicle and recreational vehicle repair/service;
- F. Motor vehicle and recreational vehicle sales and incidental service;
- G. Heavy equipment service, repair, sales, storage or rental (including but not limited to construction equipment and machinery and farming equipment);
- H. Marijuana production, processing, wholesaling, research, testing, and laboratories;



I. Mobile food units within the downtown design district unless a special event has been issued.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 16-1008, § 1(Exh. A), 10-19-2016, ballot 11-8-2016; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 22-1001, 1(Exh. A), 6-1-2022)

17.34.050 - Pre-existing industrial uses.

Tax lot 5400 located at Clackamas County Tax Assessors Map #22E20DD, Tax Lots 100 and two hundred located on Clackamas County Tax Assessors Map #22E30DD and Tax Lot 700 located on Clackamas County Tax Assessors Map #22E29CB have special provisions for industrial uses. These properties may maintain and expand their industrial uses on existing tax lots. A change in use is allowed as long as there is no greater impact on the area than the existing use.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

17.34.060 - Mixed-use downtown dimensional standards—For properties located outside of the downtown design district.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.30.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Seventy-five feet, except for the following location where the maximum building height shall be forty-five feet:
  - 1. Properties between Main Street and McLoughlin Boulevard and 11th and 16th streets;
  - 2. Property within five hundred feet of the End of the Oregon Trail Center property; or
  - 3. Property abutting single-family detached or attached units.
- E. Minimum required setbacks, if not abutting a residential zone: None.
- F. Minimum required interior side yard and rear yard setback if abutting a residential zone: Fifteen feet, plus one additional foot in yard setback for every two feet in height over thirty-five feet.
- G. Maximum Allowed Setbacks.
  - 1. Front yard: Twenty feet.
  - 2. Interior side yard: No maximum.
  - 3. Corner side yard abutting street: Twenty feet.
  - 4. Rear yard: No maximum.
  - 5. Rear yard abutting street: Twenty feet.
- H. Maximum site coverage including the building and parking lot: Ninety percent.
- I. Minimum landscape requirement (including parking lot): Ten percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.
- K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 23-1001, § 1(Exh. A), 3-15-2023)

17.34.070 - Mixed-use downtown dimensional standards—For properties located within the downtown design district.

- A. Minimum lot area: None.
- B. Minimum floor area ratio: 0.5.
- C. Minimum building height: Twenty-five feet or two stories except for accessory structures or buildings under one thousand square feet.
- D. Maximum building height: Fifty-eight feet.
- E. Minimum required setbacks, if not abutting a residential zone: None.
- F. Minimum required interior and rear yard setback if abutting a residential zone: Twenty feet, plus one foot additional yard setback for every three feet in building height over thirty-five feet.
- G. Maximum Allowed Setbacks.
  - 1. Front yard setback: Ten feet.

2. Interior side yard setback: No maximum.
3. Corner side yard setback abutting street: Ten feet.
4. Rear yard setback: No maximum.
5. Rear yard setback abutting street: Ten feet.

Public utility easements may supersede the minimum setback. Maximum setback may be increased per OCMC 17.62.055.D.

- H. Maximum site coverage of the building and parking lot: Ninety-five percent.
- I. Minimum landscape requirement (including parking lot): Five percent.
- J. Residential minimum net density of 17.4 units per acre, except that no minimum net density shall apply to residential uses proposed above nonresidential uses in a vertical mixed-use configuration or to live/work dwellings.
- K. Standalone residential development of fewer than five units are exempt from maximum setbacks of the underlying zone.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 13-1003, § 1(Exh. 1), 7-17-2013; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021; Ord. No. 23-1001, § 1(Exh. A), 3-15-2023)

#### 17.34.080 - Explanation of certain standards.

##### A. Floor Area Ratio (FAR).

1. Purpose. Floor area ratios are a tool for regulating the intensity of development. Minimum FARs help to achieve more intensive forms of building development in areas appropriate for larger-scale buildings and higher residential densities.
2. Standards.
  - a. The minimum floor area ratios contained in OCMC 17.34.060 and 17.34.070 apply to all nonresidential and mixed-use building developments.
  - b. Required minimum FARs shall be calculated on a project-by-project basis and may include multiple contiguous blocks. In mixed-use developments, residential floor space will be included in the calculations of floor area ratio to determine conformance with minimum FARs.
  - c. An individual phase of a project shall be permitted to develop below the required minimum floor area ratio provided the applicant demonstrates, through covenants applied to the remainder of the site or project or through other binding legal mechanism, that the required density for the project will be achieved at project build out.

##### B. Building Height.

1. Purpose.
  - a. The Masonic Hall is currently the tallest building in downtown Oregon City, with a height of fifty-eight feet measured from Main Street. The maximum building height limit of fifty-eight feet will ensure that no new building will be taller than the Masonic Hall.
  - b. A minimum two-story (twenty-five feet) building height is established for the downtown design district overlay sub-district to ensure that the traditional building scale for the downtown area is maintained.

(Ord. No. 08-1014, §§ 1—3(Exhs. 1—3), 7-1-2009; Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

## **Urban Renewal Plan** **Downtown / North End**

**THROUGH PROPOSED 11TH PLAN AMENDMENT**

CITY OF OREGON CITY, OREGON  
CITY URBAN RENEWAL AGENCY  
January 2023



Prepared by:

**City of Oregon City Staff**

**Anthony J. Konkol, III**, City Manager  
James N. Graham, CECD., Economic Development Manager  
Matthew R. Zook, Finance Director  
Aquilla Hurd-Ravich, Community Development Director



**Consultant:**

GEL Oregon, Inc.  
220 NW Oregon Avenue, Suite 202  
Bend, Oregon 97701



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## Urban Renewal Plan and Amendments

This Plan incorporates all text plan amendments through July 31, 2022 and proposed amendments with the 11th Plan Amendment (August 2022).

### Sequence and Purpose of Amendments

1st Resolution 91-01, Sept. 25, 1992

Inserts latest date for bonded indebtedness

2nd Ordinance 95-1017, Sept. 20, 1995

Authorizes acquisition of Stimson property

3rd Resolution 96-02, Dec. 4, 1996

Adds Tumwater Sewer as a project activity

4th Ordinance 98-1014, June 17, 1998

Inserts maximum indebtedness per BM50

5th Ordinance 00-1012, May 3, 2000

Changes to goals, extensive revisions to working of project activities, acquisition and amendment procedures

6th Ordinance 00-1029, December 6, 2000

Authorizes 10th & Main Street property acquisition and Stimson parcel as two Lots

7th Ordinance 01-1016, May 16, 2001

Authorizes acquisition of Art's Café

8th Ordinance 02-1003

Authorizes property acquisition at 7th and Railroad, TL 22E31AB06500

9th Ordinance 07-1001

Authorizes potential acquisition of comprehensive list of properties (as per Oregon City Futures, economic development plan, etc.)

10th Ordinance 07-1014

Substantial plan amendment to increase maximum indebtedness to \$130,100,000.

11<sup>th</sup> Ordinance -22-1010

City-Commission-Approved Amendment authorizes additional projects, activities, and/or programs estimated to cost in excess of \$500,000 in 2022 dollars over the duration of the plan and there are projects identified in the plan that require City Commission approval to develop.

Note: Not all Plan Amendments Required Changes to the Report.



## 100. Introduction

The purpose of this Plan is to implement strategies that will eliminate blighting influences found in the Urban Renewal Area and to implement goals and objectives of Oregon City's Comprehensive Plan, and the "Oregon City Futures" report on Economic Development created in 2004.

Originally adopted on December 19, 1990, an Urban Renewal Plan for the Downtown area came into being and was the only urban renewal plan for the Downtown area. In 1990, the Oregon City Commission amended the Oregon City Downtown Renewal Plan of 1983 to remove the downtown area from the plan, to add project activities, and to rename the 1983 plan the Hilltop Urban Renewal Plan. The Hilltop Urban Renewal District was closed in 2005 and saw a 1.100% increase in assessed value.

In October of 2004, a report, *Oregon City Futures*, was prepared by Leland Consulting Group, Real Estate Strategists, and StastnyBrun Architects, Inc. that described a strategy to assist Oregon City in implementing its Metro 2040 designation. As a result of an extensive public involvement process initiated by the City in March 2004, The Futures Report gave considerable attention to the designation by Metro of Oregon City as a Regional Center in Metro's Region 2040 Growth Concept (one of seven such designations within the Portland Metro area). The report provided a series of recommendations on policy issues and development strategies to realize economic development success citywide and achieve the objectives of the Urban Renewal Plan.

### *Regional Center*

Oregon City is one of seven Regional Centers designated in the Metro Region 2040 Growth Concept, which covers the entire tri-county area of Clackamas, Multnomah, and Washington counties. The term Regional Center is described as a concentration of activity and investment that serves an area of activity and investment for several cities.

The Urban Renewal District plays a major role in helping transform Oregon City into a true Regional Center. The Urban Renewal District is not only a designated geographic area within Oregon City, but it is an economic development tool that provides an opportunity to attract and create real estate investments and develop programs that help to further its adopted vision.

### *Oregon City/North End Plan*

The Urban Renewal Advisory Committee and City Commission directed staff to prepare a new Urban Renewal Plan for downtown Oregon City, and to include additional areas adjacent to the downtown that suffer from blighting conditions. In 2007, a new plan named the Downtown Oregon City/North End Urban Renewal Plan was developed. It is the only Urban Renewal District designated in Oregon City as of 2007.

## 200. Definitions

The following definitions will govern the construction of this Plan unless the context otherwise requires:

"Agency, Renewal Agency, or Urban Renewal Agency" is a separate municipal corporation responsible for governing Oregon City's existing designated urban renewal area. ORS 457.045 provides that a municipality's governing body may choose to exercise the powers of a separate entity that has the authority to provide direction and approval of projects and programs to invest in and improve a specific geographic area of the City.

"Blighted Areas" means areas which, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community; and are characterized by the existence of conditions as described in ORS 457.010.

"City" means the City of Oregon City, Oregon.

"City Commission" means the elected governing commission of the City of Oregon City, Oregon.

"Comprehensive Plan" means the City's Comprehensive Land Use Plan and the implementation of ordinances, policies, and development standards.

"County" means the County of Clackamas, State of Oregon.

"Displaced" person or business means any person or business who is required to relocate as a result of action by the Urban Renewal Commission to vacate a property for public use or purpose. The methods to be used for the temporary or permanent relocation of such persons living in, and businesses situated in the Urban Renewal District shall be in accordance with State Law as specifically set forth in ORS 281.045 to 281.105.

"Exhibit" means an attachment, either narrative or map, to the Urban Renewal Plan

"Goal" means a general idea of the future or desired result envisioned as depicted in Section 500 of this Plan.

"Objective" means a definitive and measurable result toward an overall goal as identified in Section 500 of this plan.

"ORS" means Oregon Revised Statutes (State Law) and specifically Chapter 457 thereof.

"Plan, Renewal Plan, Urban Renewal Plan" means the Urban Renewal Plan for Downtown Oregon City, the boundaries of which are indicated in Exhibits 1 and 3

"Planning Commission" means the Planning Commission of the City of Oregon City, Oregon.

"Project, Activity or Project Activity" means any undertaking or activity within the plan District, such as a public improvement, street project or other activity, which is authorized and for which implementing provisions are set forth in the Urban Renewal Plan.

"Regional Center" indicates a designation in Metro's 2040 Growth Concept Plan, describing a concentration of activity and investment that serves an area of multiple cities and towns.

"Report" refers to the report accompanying the urban renewal plan as provided in ORS 457.085 (3).

"State" means the State of Oregon.

"Tax Increment Financing" refers to a method of financing urban renewal project activities through a division of ad valorem taxes, as provided in ORS 457.420 through 457.450.

"Taxing Bodies" refers to governmental bodies levying taxes within the Urban Renewal Area.

"Text" means the Urban Renewal Plan for the Downtown Oregon City Urban Renewal Plan, Part One: Text and Exhibits.



### 300. Boundary and Legal Description

The boundary of the Urban Renewal District comprises approximately 855 acres including the Downtown area, Clackamette Cove, the landfill redevelopment site, the Washington/7th Corridor, and the End of the Oregon Trail Interpretive Center. The boundary of this Urban Renewal Plan is shown as Exhibit 1 of this Urban Renewal Plan. A legal description of the Urban Renewal District is depicted in Exhibit 2 of this Plan.

### 400. THE VISION STATEMENT OF THE OREGON CITY URBAN RENEWAL COMMISSION

Oregon City is a historically, culturally, and geographically unique place in the Portland Metro Region. It was established in 1829 and in 1844 was the first incorporated city west of the Missouri River. The community's history establishes it as the State's original hometown. In Oregon City there are historic houses, museums, and the Willamette Falls situated within the community that stand as testament to the City's historical significance to the State of Oregon and to the United States.

Oregon City is one of the hubs of the Portland Metro Area. It seeks to attract visitors, new residents who appreciate the community's commitment to quality of life. The City's core is a recognizable, vibrant destination with public and private investment in small-scale shops, a mix of restaurants, and cultural amenities that reflect the area's diversity.

Within the Urban Renewal District ("the District") it is envisioned that residents will live, work, and play while having access to various amenities including vibrant visitor experiences that will attract the public during both the day and night; well-presented historical venues will provide visitors with different vantage points of the community's past; enjoyable recreational opportunities of various types and venues will be established; livable environs will exist that enhances one's quality of life, efficient transportation options will move people in and around the District; and sound investments in public infrastructure will be made to complement and support private investment.

Overall, the District's project expenditures are fiscally conservative and do not saddle future generations with long term environmental or economic burdens. For-profit business operations provide long-term employment, helps broaden the tax base, and provides a positive rate of return to the District.

### 500. GOALS AND OBJECTIVES OF THE URBAN RENEWAL COMMISSION

By accomplishing the following goals, the District becomes an important economic development tool that contributes to the realization of the Urban Renewal Commission's vision:

#### A. LIVABILITY

Livability is about building community amenities that enhance the quality of life through action to improve local environments and provide safe conditions in places where people live.

The following objectives are essential in accomplishing the goal of livability:

#### Objectives

- Protection of community neighborhoods' unique identities, locating tourism amenities in appropriate places except neighborhoods
- Provision of various housing options with different price points
- Presence of unique shopping amenities

- Existence of recreational opportunities
- Offering of varied dining options
- Establishment of quality childcare services
- Provision of good water quality
- Development of good job opportunities
- Creation of efficient multi-modal transportation services
- Presence of safe living conditions
- Existence of a quiet zone along the railroad route downtown

## **B. TOURISM OPPORTUNITIES**

Creating an environment that offers amenities that establish a sense of vitality, excitement and wonder and attracts visitors during the day and the night. The District will offer amenities that are designed to solidify the City's brand as being Oregon's Hometown.

The following objectives will enhance tourism not only within the district but throughout the community:

### **Objectives**

- Enhanced and upgraded End of the Oregon Trail Interpretive Center
- Increased use and improved Amtrak Train Station
- Increased use of the Clackamette Park RV area
- Projects that complement and enhance the downtown
- Hotels and convention meeting space
- Visitor parking
- Transportation options including shuttles and/or trolleys
- River transportation and recreational opportunities
- Public restrooms
- Transportation linkage(s) between tourism destination assets
- Good water quality (Cove, Clackamas, and Willamette Rivers)
- Willamette Falls Legacy Project

## **C. RECREATIONAL OPPORTUNITIES**

The ability to establish recreational opportunities offering various types of outdoor and indoor amenities, man-made and/or natural and can contribute to a higher quality of life for residents. Investments in establishing the type of recreational investments supported by the Urban Renewal Plan are necessary in accomplishing this goal.

### **Objectives**

The following investments are important to increasing recreational opportunities within the district:

- Trails, Biking, Walking
- Good water quality (Cove, Willamette, and Clackamas Rivers)
- Accessible recreation at Clackamette Park and Jon Storm
- Increased accessibility to the Cove, Willamette, and Clackamas Rivers



## D. INFRASTRUCTURE INVESTMENTS

New investments in a variety of infrastructure projects are designed to help mitigate the challenges of growth in the district to allow visitors to enjoy all of the amenities that the District has to offer.

### Objectives

As visitors drive into Oregon City, the provision of the following assets will assist them to move in and around the District from one end to the other and to engage in various events and activities taking place.

- Public restrooms
- Lighting enhancements downtown
- Quiet Zone along the railroad route downtown
- Adaptive reuse of existing properties
- Walking and Biking Trails
- Adaptive reuse of existing buildings (i.e., seismic, ADA, etc.)
- Visitor parking structure(s)
- Multi-modal transportation

*The attributes of livability, infrastructure improvements, recreational and tourism opportunities are interdependent and serve to enable the District to provide a positive rate of return and help Oregon City solidify its status as a regional center within the Portland Metro Region.*

## 600. RELATIONSHIP TO CITY'S COMPREHENSIVE PLAN

### A. City of Oregon City's Comprehensive Plan

ORS 457.085 requires that an Urban Renewal Plan relate to definite local objectives. The City's Comprehensive Plan considers a wide range of goals and policies relating to land uses, traffic, transportation, public utilities, recreation and community facilities, and other public improvements. Specific goals, objectives, and policies, which relate to the City's Comprehensive Plan are found in that Plan. This updated Urban Renewal Plan is consistent with the goals, objectives and policies found in the City's Comprehensive Plan.

As amendments to the Comprehensive Plan are made from time to time in order to reflect the goals of the community, this Urban Renewal Plan will be amended as needed in order to remain consistent to the Comprehensive Plan.

### B. Overall Goals as Stated in "Oregon City Comprehensive Plan:"

#### a. Healthy and Welcoming Communities

1. Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.
2. Acknowledge, protect, enhance, and commemorate Oregon City's historic and cultural resources.
3. Strengthen well-being and quality of life across all Oregon City neighborhoods by creating places that are safe and comfortable with convenient access to community services.

4. Integrate diversity, equity, and inclusion (DEI) best practices when evaluating all city functions, including land use strategies, programs, and regulations.
5. To fulfill Metro Region 2040 Growth Concepts, that are consistent with the City's Comprehensive Plan.

*b. Diverse Economy*

1. Provide opportunities for a variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.
2. Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.
3. Guide growth and development in a manner that implements the City's 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.
4. Encourage and support new development that incorporates supportive community features and sustainability principles in site design and building construction.
5. Establish, and amend when appropriate, the Urban Growth Boundary in the unincorporated area around the city that contains sufficient land to accommodate growth during the planning period for a full range of city land uses, including residential, commercial, industrial, and institutional.

*c. Connected Infrastructure*

1. Provide a safe, comfortable, and accessible transportation network that serves all modes of travel, including nonmotorized modes.
2. Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.
3. Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.
4. Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

*d. Protected Environment*

1. Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.
2. Conserve, protect, and enhance the function, health, and diversity of the City's natural resources and ecosystems.
3. Ensure the safety of residents and property by supporting plans, programs, and investments that minimize the impacts of future natural hazard events and aid in rapid response and recovery.
4. Ensure the environmental and economic health of the Willamette River Greenway (WRG) as a key feature of Oregon City and the broader region



## 700. Proposed Land Uses

### A. Land Use Plan

The Land Use Plan consists of the Land Use (Plan Map (Exhibit 3) (showing the Comprehensive Plan designations of property within the District), the Zoning Map (Exhibit 4) (Showing the zoning designations of property within the District), and the descriptive material and regulatory provisions contained in this Section (both those directly stated and those herein included by reference).

This Plan shall be in accordance with the approved Comprehensive Plan of the City of Oregon City and with its implementing ordinances and policies. The use and development of land in the Urban Renewal District (including maximum density and building requirements) shall be in accordance with the regulations prescribed in the City's Comprehensive Plan, Zoning Ordinance, City Charter, or any other applicable local, state or federal laws regulating the use of property in the District. The Zoning classifications correspond to the Comprehensive Plan designations.

Land uses proposed for sites within the Urban Renewal District are indicated in the project list of this updated version of the Urban Renewal Plan.

### B. Plan and Design Review

The Urban Renewal Commission shall be notified of any building permit, conditional use or other development permits requested within the District. Redevelopers, as defined in this Plan, shall comply with obligations identified in Section 1100 of this Plan.

## 800. Outline for Development

The Urban Renewal District initiative is designed to treat the causes of blight and deterioration in the District. This Urban Renewal District is characterized by underdevelopment, and unproductive conditions of land. Conditions that impair development include inadequate streets, traffic circulation problems, environmental-related challenges and inadequate public facilities and utilities. Project activities to treat these conditions may include, but are not limited to:

- Street and related improvements, to improve access to land in the project area, and improve traffic safety and circulation.
- Parking improvements, to improve the supply of public parking spaces and parking management in support of commercial and recreational uses.
- Streetscape and pedestrian improvements, to improve the safety and aesthetic character of Area streets in order to enhance streets for commercial activities.
- Park and recreation improvements, to meet the recreation needs of Oregon City residents and visitors, and to take advantage of the recreation potential offered by the Willamette and Clackamas Rivers.
- Storm drainage, water, and sewer improvements, to permit more productive use of land in the area.

- Development assistance programs, to assist property owners and tenants to renovate existing structures, and to develop areas consistent with the Comprehensive Plan.
- Public facility and services improvements, to improve the services needed for the Area.
- Disposition and Redevelopment of Land. One of the main advantages of the Urban Renewal District is that it is designed to help improve or mitigate a variety of challenges associated with land within its boundaries. Resources can be marshalled by the Urban Renewal District to improve utilities and rights-of-way, improve or mitigate environmental challenges, remove incompatible land uses, and further the development goals and objectives of this Plan.
- Additional planning, administration, and co-ordination of development in the Project Area.

## 900. Description of Project Activities

In order to achieve the goals and objectives of this Plan, the following project activities will be undertaken on behalf of the City by the Urban Renewal Commission (hereinafter referred to as "Commission") in accordance with applicable federal, state, county and city laws, policies, and procedures. Exhibit 5 shows the general location of project activities. Exhibit 6 shows the location of City-owned and District-owned properties acquired to carry out the objectives of this Plan.

### A. Public/Private Partnerships (Property Not Owned by the Urban Renewal Commission)

In situations where property is owned privately and not by the Urban Renewal Commission, but the developer needs financial assistance to further develop the property, the Urban Renewal Commission can exercise its leverage to have the property in question developed in such a manner that meets some or all of the Commission's vision for the District.

Some of the properties that most likely fit the aforementioned scenario are listed in Exhibit 7, Tables 1 and 2.

### B. Publicly Owned Property

Acquisition of real property is determined necessary to carry out the objectives of this Plan. Accordingly, this Plan authorizes the Urban Renewal Commission to purchase property where detrimental land uses or conditions such as incompatible uses, flood plain, or adverse influences from noise, smoke or fumes exist, or where there exist conversions to incompatible types of uses, and it is determined by the Agency that acquisition of such properties and the rehabilitation or demolition of the improvements are necessary to remove blighting influences.

In instances where the Commission already owns property, the Commission has the option of selling its property to private developers that will develop the site(s) in a way that conforms with the vision of the Urban Renewal Commission. Alternatively, the Urban Renewal Commission could develop its own property. Hence, ensuring that the project complies with the expectations of the body. Table 1 shows property that the Urban Renewal District already owns as well as property that the District may acquire.

#### 1 Acquisition and Disposition of Property for Development or Redevelopment

The acquisition and future disposition of property acquired for redevelopment or development by the Urban



Renewal Commission will be addressed in accordance with this Plan. Prior to property acquisition, this Plan shall be amended to identify the specific property or interest to be acquired. The type of amendment required to acquire property for Redevelopment is:

Acquisition for redevelopment will require a minor amendment to this Plan as described in Section 1300 A(1) of this Plan, and also will require City Commission approval of the minor amendment per Section 1300 B(2) of this Plan. Such amendments will be accompanied by findings to the Agency describing the property to be acquired, the anticipated disposition of such property, and an estimated time schedule for such acquisition and disposition.

Some of the properties that are currently owned by the Urban Renewal Commission are identified in Exhibit 7, Table 1.

### **C. Public Infrastructure Projects**

Over the years, Oregon City has commissioned various infrastructure-related plans that have identified several deficiencies with regard to infrastructure development. Traffic and pedestrian circulation and safety, parking and other infrastructure deficiencies have been identified as issues constraining future development in the Urban Renewal District. To correct these deficiencies, the Urban Renewal Commission is positioned to participate in the planning, design, funding, and construction of infrastructure-related public improvements throughout the area.

Infrastructure improvements may include the construction, reconstruction, repair, or replacement of streets, traffic control devices, traffic railroad safety devices, bikeways, pedestrian ways, and multi-use paths. Other improvements may include the building of parking facilities and installation of sidewalks, public restrooms, tables, benches and other street furniture, signage, kiosks, decorative, fountains, streetlights, and acquisition of property and right of way for public infrastructure improvement.

Infrastructure improvements that are planned include, but are not limited to, the following:

- Parking Garage
- Public Restrooms
- Water
- Wastewater
- Stormwater
- Utility Relocation

### **D. Parks, Open Space and Recreation Improvements**

The shorelines of both the Clackamas and Willamette Rivers are located within the Urban Renewal District, offering opportunities to provide diverse recreational activities for Oregon City and the region. To promote these opportunities while contributing to the economic value of the district and Oregon City, the Urban Renewal Plan recognizes that the Urban Renewal Commission will be participating in the planning, design, and construction of parks, open spaces, and recreational facilities and related public improvements, including but not limited to:

- Increased accessibility to Clackamette Cove, Willamette, and Clackamas Rivers
- Accessible recreation at Clackamette Park and Jon Storm
- Good water quality (Cove, Willamette, and Jon Storm)
- Installation and/or improvement of walking and biking trails

## **E. Development and Redevelopment Assistance**

Redevelopment either through new construction or rehabilitation may be achieved by public or private property owners, with or without financial assistance from by the Commission.

### **1 Redevelopment Through New Construction**

To encourage redevelopment through new construction, the Renewal Agency is authorized to set financial guidelines, establish loan programs and provide below-market interest rate and market rate loans, and provide such other forms of financial assistance to property owners and those desiring to acquire and redevelop property as it may deem appropriate in order to achieve the vision of the Urban Renewal Commission.

### **2 Preservation, Rehabilitation, and Conservation**

The purpose of this activity is to conserve and rehabilitate existing buildings where they may be adapted for uses that further Plan goals. Rehabilitation and conservation may be achieved by owner and/or tenant activity, with or without financial assistance by the Commission. To encourage rehabilitation and conservation, the Commission is authorized to create guidelines, establish loan and grant programs and provide below-market interest rate and market rate loans to the owners of buildings (or those intending to acquire buildings), which are in need of rehabilitation and for which rehabilitation and reuse is economically feasible.

Encouraging residential living on the upper floors of downtown buildings within the District has been an important economic development objective. Having residents living in the downtown area contributes to less crime and creates an economic eco-chamber for residents and downtown businesses alike. However, to enable such an environment to exist, the appropriate types of infrastructure investments and life-style amenities must be established.

On the eastern edge of the downtown area, train tracks run along much of the downtown corridor: carrying trains that consistently sound their horns. In addition, much of the downtown area is slated as high impact with regard to earthquakes.

To address these challenges, the Urban Renewal Commission may provide financial assistance to help pay for seismic retrofits for certain downtown building structures thereby enabling the upper floors of applicable buildings to be used as residences. The Commission may make this assistance available, as it deems necessary to achieve the goals and objectives of this Plan.

## **F. Planning and Administration**

Project resources may be utilized to prepare the Urban Renewal Plan, design plans and master plans for the Urban Renewal District, transportation plans, miscellaneous land use and public facility studies as needed during the course of the urban renewal plan. Activities related to marketing program for the District that may utilize project funds. Project funds may also be utilized to pay for personnel, overhead and other administrative costs incurred in the management of the urban renewal plan.

## **G. Property Acquisition**

Acquisition of real property is determined necessary to carry out the objectives of this Plan. Accordingly, this Plan authorizes the following property acquisitions within the



Urban Renewal District, including but limited to:

- Where detrimental land uses or conditions such as incompatible uses, flood plain, or adverse influences from noise, smoke or fumes exist, or conversions to incompatible types of uses, and it is determined by the Urban Renewal Commission that acquisition of such properties and the rehabilitation or demolition of the improvements are necessary to remove blighting influences.
- Where it is determined by the Commission that the property is needed for the following purposes:

#### **1 Property to be Acquired for Public Improvement and Facilities**

It may be necessary for the Urban Renewal Commission to purchase additional real property to carry out the public use objectives of this plan such as right-of-way acquisition for streets, alleys, bicycle and pedestrian ways, and other public improvements. Prior to acquisition, this Plan shall be amended to identify the specific property or interest to be acquired. The type of amendment required to acquire property for Public Improvements and Facilities is:

- a) Right-of-way acquisition for streets, alleys, bicycle and pedestrian ways that do not require the use of eminent domain will require a minor amendment to this Plan, as described in **Section 1300 A(1)** of this Plan. City Commission approval will be required for these acquisitions.
- b) Acquisition for other public improvements, uses, and facilities will require a minor amendment to this Plan, **as described in Section 1300 A(1) of this Plan**, and also will require City Commission approval of the minor amendment, **per Section 1300 B(2)** of this Plan.
- c) Any acquisition of property for public improvements and facilities that requires the use of eminent domain will require a minor amendment to this Plan, as described in **Section 1300 A(1)** of this Plan, and also will require City Commission approval of the Minor amendment, **per Section 1300 B(2)** of this Plan. Such amendments will be accompanied by findings to the Commission describing the property to be acquired, the anticipated disposition of such property, and an estimated time schedule for such acquisition and disposition.

#### **2 Property to be Acquired for Redevelopment Property**

Property to be acquired for redevelopment may be obtained by the Commission and sold to a public or private developer in accordance with this Plan. Prior to acquisition, this Plan shall be amended to identify the specific property or interest to be acquired.

- a) Acquisition for redevelopment will require a minor amendment to this Plan as described in **Section 1300 A(1)** of this Plan, and also will require City Commission approval of the minor amendment **per Section 1300 B(2)** of this Plan. Such amendments will be accompanied by findings to the Agency describing the property to be acquired, the anticipated disposition of such property, and an estimated time schedule for such acquisition and disposition.

### **H. Property Disposition**

The Urban Renewal Commission will dispose of property acquired within the Urban Renewal District for purposes specified in this Plan. Properties shall be subject to disposition in accordance with the vision, goals, and objectives of the Urban Renewal Commission.



The Urban Renewal Commission may enter into agreements to acquire land, to hold land for future development, to dispose of any land it has acquired at fair reuse value, and to define the fair reuse value of land.

## I. Oregon City Municipal Code (Urban Renewal Agency)

### Section 59 - Urban Renewal Agency.

The urban renewal agency of the city (the "Agency") shall not issue bonded indebtedness after the effective date of this section unless the bonded indebtedness complies with the restrictions of this section. The commission shall not approve any amendment to an urban renewal plan after the effective date of this section unless the plan requires that bonded indebtedness issued to carry out the plan be issued in compliance with the restrictions of this section.

- A. Bonded indebtedness issued by the Agency after the effective date of this section shall either:
  - (i) Be approved by the voters of the city;
  - (ii) Be issued to refund lines of credit, bonds or other borrowings that were executed before the effective date of this section; or,
  - (iii) Be issued to finance written commitments of the Agency that were entered into before the effective date of this section.
- B. Each urban renewal plan of the Agency that exists on the effective date of this section is hereby amended to add the following provision: "No bonded indebtedness shall be issued under this plan except in compliance with the requirements of the Charter of the City of Oregon City. Any amendment of the preceding sentence must be approved by a non-emergency ordinance of the city."
- C. For purposes of this section "bonded indebtedness" has the meaning defined for that term in ORS 310.140(3), as that section of the statutes exists on the date this section of the charter is approved by the voters of the city. That statute defines "bonded indebtedness" to mean "any formally executed written agreement representing a promise by a unit of government to pay to another a specified sum of money, at a specified date or dates at least one year in the future."
- D. This section shall not limit the Agency's rights or obligations under any lines of credit, bonds or other borrowings that were executed prior to the effective date of this section.
- E. PREVIOUS TEXT REMOVED FROM THIS PLAN FOR THE FOLLOWING REASON.....

(Res. No. 12-27, adopted by voters at the City election held November 6, 2012; Charter Ord. of 6-30-16; Res. No. 16-25, adopted by voters at the City election held November 8, 2016 which added part E. to Section 59. Clackamas County Court Case #16CV42887 declared that part E. of Section 59 is unenforceable as preempted by state law).

**UPDATE:** On December 15, 2022, the Clackamas County Circuit Court (Court Case #16CV42887, Court of Appeals, Court of Appeals #A167583) reaffirmed that Section 59, part E is unenforceable as preempted by state law.

## 1000. Urban Renewal Projects

The tax increment financing created in the District and the existing cash on hand allows the Urban Renewal Commission to invest approximately \$40 million, provided authority to distribute bonds to attract funding to invest in projects is approved by the voters. The Urban Renewal Commission has identified three priority projects, Rossman Landfill, Clackamette Cove, and the Stimson

Property (1795 Washington Street) to initially use bond distribution proceeds to invest in.

The Urban Renewal Commission has estimated investment ranges for each project utilizing bond proceeds. It has also project potential private investments that may be attracted to each project during development.

#### **Rossman Landfill**

| Category                   | Urban Renewal Investment    | Private Investment | Total                       |
|----------------------------|-----------------------------|--------------------|-----------------------------|
| Public/Private Partnership | \$20,000,000 – \$30,000,000 | \$240,000,000      | \$260,000,000-\$270,000,000 |

- The property served as the area's landfill for many years and has been underdeveloped since the 1970s.
- The property is considered a brownfield site, which means it has existing pollutants that makes it very difficult to be developed.
- The site is comprised of 62 acres and is privately owned
- With a well experienced and capable developer, the property could feature various amenities including housing opportunities, retail options, hotel property, entertainment venues, and infrastructure improvements, hence, enhancing the community's economic growth

#### **Clackamette Cove ("the Cove")**

| Category       | Urban Renewal Investment Range | Private Investment | Total                        |
|----------------|--------------------------------|--------------------|------------------------------|
| Publicly Owned | \$4,000,000 – \$8,000,000      | \$80,000,000       | \$84,000,000<br>\$88,000,000 |

- The Cove was once a gravel quarry up to 1993
- The site is now owned by the Urban Renewal Commission
- The subject property is 75.57 acres
- The Cove faces several environmental-related challenges, not least of which is the seasonal reoccurring appearance of blue-green algae blooms
- The site will need to undergo extensive environmental mitigation in order for it to realize its true economic and recreational development potential
- As a developed site, it is envisioned as having a water-based recreation amenity along with retail and housing opportunities

#### **Stimson Property (1795 Washington Street)**

| Category       | Urban Renewal Investment Range | Private Investment | Total                       |
|----------------|--------------------------------|--------------------|-----------------------------|
| Publicly Owned | \$4,000,000 – \$10,000,000     | \$60,000,000       | \$64,000,000 – \$70,000,000 |

- Property is owned by the Urban Renewal Commission



- Property is 6.83 acres
- The site has an existing structure on it that is being leased to a commercial tenant
- The property is underutilized and has not reached its full economic development potential
- The entire property is within a flood zone
- There have been discussions about putting a hotel on the site that would complement tourism-related development that might occur on the Rossman Land Fill Property and on other nearby properties.

The Urban Renewal Commission has identified additional projects of interest that may be invested in during a possible second wave of bond revenue generation. These projects include the County Court House, End of the Oregon Trail Interpretive Center (1726 Washington Street), The Quiet Zone, and 12 & Main Street.

### County Court House

| Category       | Urban Renewal Investment Range | Private Investment   | Total                |
|----------------|--------------------------------|----------------------|----------------------|
| Publicly Owned | \$5,000,000 – \$10,000,000     | Unknown at this time | Unknown at this time |

- 807 Main Street
- County owned property
- Completed in 1936
- Three story historic brick building, sitting on .94 acres
- The courthouse facility has deteriorating foundation challenges and would require significant spending to keep the entire structure from collapsing, especially during an earthquake.
- If significant investment is made to shore up the foundation of the Courthouse, the site should continue its contribution to the economic vitality of the downtown.

### End of the Oregon Trail Interpretive Center (1726 Washington St.)

| Category       | Urban Renewal Investment Range | Private Investment | Total                     |
|----------------|--------------------------------|--------------------|---------------------------|
| Publicly Owned | \$1,000,000 – \$3,000,000      | \$0                | \$1,000,000 - \$3,000,000 |

- Property owned by the City
- Tenant is the Clackamas County Historical Partners
- Property sits on 8.08 acres
- Total square footage of buildings is 33,700
- The parking lot has severe alligator cracking
- There are significant cracks in the Henderson Farm walls
- Previous awnings covering the main building's wagons were damaged and removed
- Several exterior walls of various structures of the facility need to be replaced
- Structural flooring/decking is in poor condition and should be replaced
- Repair costs are estimated at \$3 million

### Quiet Zone

| Category              | Urban Renewal Investment Range | Federal Government Investment | Total       |
|-----------------------|--------------------------------|-------------------------------|-------------|
| Public Infrastructure | \$600,000                      | \$2,000,000                   | \$2,600,000 |

- Public infrastructure project
- A “quiet zone” is an area where railroads are directed to cease the routine sounding of train horns when approaching public highway-rail grade crossings, though train horns may still be used in emergency situations.
- At-grade crossings within a quiet zone still have standard flashing signals and audible bells.
- Railroad track crossings at 10<sup>th</sup> and 11<sup>th</sup> street.
- Having this feature installed will enhance the development potential on sites along the downtown route for retail and/or housing options.

### 12<sup>th</sup> and Main Street (Vacant Property)

| Category       | Urban Renewal Investment Range | Private Investment | Total                       |
|----------------|--------------------------------|--------------------|-----------------------------|
| Publicly Owned | \$2,000,000 – \$5,000,000      | \$25,000,000       | \$27,000,000 – \$30,000,000 |

- Property is owned by the Urban Renewal Agency
- Property is 0.43 acres
- The site is vacant and encumbered with utility infrastructure through the site impacting the development Opportunities
- The property is underutilized and has not reached its full economic development potential -There have been discussions about putting a mixed-use residential/retail development on the property

## 1100. Developer's Obligations

The Urban Renewal Plan implements the development guidelines approved by the Urban Renewal Commission. The overall intent of these guidelines emphasizes that:

- The Urban Renewal Commission will consider using tax increment financing to assist private developments in those circumstances in which proposed private projects fit the vision, goals, and objectives of the Urban Renewal Commission and demonstrate a need to fill financing gaps.
- Investments in public infrastructure shall serve to complement other projects and implement urban renewal district goals and objectives.
- Direct public investments into areas with the greatest development and redevelopment potential.

Developers that adhere to the follow the controls and program guidelines approved by the Urban Renewal Commission will be considered in compliance with the expectations of the Urban Renewal Commission:

- The developer shall engage the Urban Renewal Commission in one of the following ways:



- respond to an Urban Renewal Commission “Request for Proposals;” or
  - submit an unsolicited proposal.
- The developer will submit information and documents required by the Urban Renewal Commission in order for it to conduct a preliminary review to ascertain whether there is an interest in the developer’s proposal by the Urban Renewal Commission.
  - If the Urban Renewal Commission has continued interest in the developer’s proposal, the developer will work with and submit all required documents and information to all relevant reviewing bodies.
  - During the review stage by various agencies, as more is learned about the developer’s proposal, a preliminary or draft disposition and development agreement (“DDA”) may be crafted involving agents of the Urban Renewal Commission.
  - After the developer has complied with the requirements cited during its pre-application conference and other requirements of other reviewing bodies, a final draft of a disposition and development agreement may be negotiated involving the agents of the Urban Renewal Commission.
  - The developer shall not affect any instrument whereby the sale, lease, or occupancy of the real property, or any part thereof, is restricted upon the basis of age, race, color, religion, sex, marital status, or national origin.
  - After all parties have agrees with the terms and conditions of the DDA, the developer will move forward to the Land Use approval process.

## 1200. Relocation

This Plan anticipates no business or residential relocation. Should conditions arise, which would cause the acquisition of developed and occupied property by the Urban Renewal Commission, relocation assistance will be provided to persons or businesses displaced.

All persons or businesses, that may be displaced, will be contacted to determine their relocation needs. They will be provided information on available space and will be given assistance in moving. All relocation activities will be undertaken, and payments made, in accordance with the requirements of ORS 281.045-281.105 and any other applicable laws or regulations. Relocation payments will be made as provided in ORS 281.060. Payments made to persons displaced from dwellings will have available to them decent, safe, and sanitary dwellings at costs or rents within their financial reach. Payment for moving expenses will be made to residences and businesses displaced.

## 1300. Future Amendments

It is anticipated that this plan will be reviewed periodically during the execution of the Project. The plan may be changed, modified, or amended as future conditions warrant.

### A. Minor Amendments

Minor changes to the Plan shall be made by a duly approved resolution of the Urban Renewal Commission that describes the details of the minor change. Minor changes shall

include:

1. Identification of property to be acquired for any purpose set forth in **Section 900, G(1)(a) of this Plan.**
2. Changes to the Plan which are not specifically identified as requiring a Substantial Amendment, or a City Commission-Approved Amendment.

### **B. City Commission-Approved Amendments**

City Commission approved amendments to the Plan shall require approval by the Agency by Resolution and approval by the City Commission by Ordinance. City Commission Approved amendments are:

1. Adding a project, activity, or program that differs substantially from a project, program, or activity in the Plan, and is estimated to cost in excess of the equivalent of \$500,000 in first quarter year 2022 dollars over the duration of the Plan. The \$500,000 threshold shall be adjusted annually at a rate equal to the Construction Cost Index (CCI), also referred to as the ENR Index for Construction published by the Engineering News Record.
2. Identification of land for acquisition which requires City Commission approval per **Sections 900 G.1(b), G.1(c), or 900 G. 2(a) of this Plan.**

### **C. Substantial Amendments**

Substantial amendments shall require the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120. Substantial amendments are:

1. Adding land to the urban renewal area, except for an addition of land that totals not more than one percent of the existing area of the urban renewal area.
2. Increasing the amount of maximum indebtedness that can be issued or incurred under the plan.

## **1400. Latest Date for Bonded Indebtedness**

(Section inserted via 1st Amendment, Sept. 25, 1991)

Note: The requirement for a latest date provision was removed from urban renewal law after passage of Ballet Measure 50. Ballet Measure 50 requires that plans contain a maximum debt provision.

## **1500. Financing Methods**

### **A. General**

The Urban Renewal Commission may borrow money and accept advances, loans, grants and other forms of financial assistance from the federal government, the state, city, county or other public body, or from any sources, public or private for the purposes of undertaking and carrying out this plan. In addition, the Agency may borrow money from, or lend money to a public agency in conjunction with a joint undertaking of a project authorized by this plan. If such funds are loaned, the Agency may promulgate rules and procedures for the methods and conditions of



payment of such loans.

The funds obtained by the Agency shall be used to pay or repay any costs, expenses, advances and indebtedness incurred in planning or undertaking project activities or in otherwise exercising any of the powers granted by ORS Chapter 457.

## **B. Tax Increment Financing**

The costs of carrying out this Plan will be financed in whole or in part by tax increment financing, as authorized in ORS 457.420 through ORS 457.450.

## **1600 – Establishment of Maximum Indebtedness**

The maximum amount of indebtedness that may be issued or incurred under this Urban Renewal Plan is \$130.1 million. This maximum amount of indebtedness does not include any indebtedness incurred to complete Plan projects prior to and any indebtedness outstanding on the date of adoption of this amendment.

The maximum amount of indebtedness noted above is the amount necessary to complete the projects in the Plan as measured in 2022 dollars. To complete all projects anticipated in this Plan it is anticipated that the greatest amount of increment possible will need to be acquired. Current costs were not adjusted for inflation due to the significant uncertainty and variation in timing of projects due to the need for private sector participation, inflation and changes in building requirements during the anticipated Plan period.

## **Exhibits to Text**

Urban Renewal Plan  
Downtown Oregon City/North End

- Exhibit 1 - Boundary Map of Project Area
- Exhibit 2 – Legal Description of Project Area
- Exhibit 3 – Land Use Map of Project Area
- Exhibit 4 – Zoning Map of Project Area
- Exhibit 5 – Map of Proposed Project Activities
- Exhibit 6 - Map of Property Locations
- Exhibit 7 - Properties
- Exhibit 8 - Framework for Decision-Making



## Exhibit 3 - Legal Description of Project Area

## CORRECTED

## LEGAL DESCRIPTION OF DOWNTOWN/NORTH END

## URBAN RENEWAL DISTRICT BOUNDARY

This legal description is being re-recorded to correct an erroneous legal description on Oregon City Ordinance No. 90-1062, An Ordinance Adopting the Downtown/North End Urban Renewal Plan and Making Certain Findings and Determinations, recorded on December 21, 1990, Clackamas County Deed Records, Fee No. 90-62748.

The legal description attached to Ordinance No. 90-1062, recorded December 21, 1990, failed to include the following two exceptions:

EXCEPT THEREFROM that portion lying within the City Limits of the City of Gladstone.

EXCEPT THEREFROM that portion lying outside the existing corporate City Limits of the City of Oregon City.

The entire legal description of the Downtown/North End Urban Renewal District Boundary is attached hereto to be re-recorded with the corrected legal description. This document relates back to Ordinance No. 90-1062, recorded on December 21, 1990, Clackamas County Deed Records, Fee No. 90-62748.

This correction duly adopted on motion by the City Commission this 17th day of April, 1991.

CITY OF OREGON CITY

  
DANIEL W. FOWLER, Mayor

ATTESTED this 17th day of April, 1991.

  
JEAN K. ELLIOTT, City Recorder



## URBAN RENEWAL DISTRICT BOUNDARY

2

more or less, to the intersection with the Southeasterly extension of the Northeast line of Apperson Boulevard (County Road No. 1744, a 40 foot right-of-way at this point); THENCE Northwest along said Southeasterly extension and Northeast line of Apperson Boulevard a distance of 4400 feet, more or less, to the intersection with the South line of Forsythe Road (County Road No. 374, a 50 foot right-of-way); THENCE Easterly along the South line of said Forsythe Road a distance of 950 feet, more or less, to the intersection with the West line of Front Street (County Road No. 2370, a 50 foot right-of-way); THENCE North crossing said Forsythe Road a distance of 100 feet, more or less, to an angle point on the North line thereof; THENCE North and Northeast along the West line and North line of said Forsythe Road a distance of 445 feet, more or less, to a point on the East line of the Hiram Straight D.L.C. No. 42; THENCE North along the East line of said Straight D.L.C. No. 42 a distance of 200 feet, more or less, to the Southwest corner of the James Winston D.L.C. No. 69; THENCE North along the West line of said Winston D.L.C. No. 69 a distance of 310 feet, more or less, to the most Westerly Northwest corner thereof; THENCE East along the North line thereof a distance of 150 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Clackamas County, State of Oregon, as recorded in Book 281, Page 467, Clackamas County Deed Records; THENCE North along the West line of said Clackamas County tract and its Northerly extension a distance of 450 feet, more or less, to a point on the Southerly bank of the Clackamas River; THENCE West and Southwest along the Southerly bank of said Clackamas River a distance of 6500 feet, more or less, to the intersection with the Easterly bank of the Willamette River; THENCE South and Southwest along the East bank of said Willamette River a distance of 7000 feet, more or less, to the intersection with the Northwesterly projection of the the centerline of a 10 foot alley between Lots 6 and 7 of Block 3 of the duly recorded plat of Oregon City (County Plat No. 123); THENCE Southeast along Northwesterly projection a distance of 35 feet, more or less, to a point on the Northwest line of Water Street (a 60 foot right-of-way, Vacated) THENCE Northeast along the Northwest line thereof a distance of 75 feet, more or less, to the intersection with the Northwesterly projection of the Southwest line of Lot 8 of said Block 3; THENCE Southeast along said Northwesterly projection and the Southwest line of said Lot 8 a distance of 165.00 feet to the most Southerly corner thereof; THENCE Northeast along the Southeast line of said Lot 8 a distance of 69.70 feet to the Southwesterly line of 5th Street (U.S. Hwy No. 99E); THENCE Southeast along the Southwesterly line of said 5th Street a distance of 105.00 feet to the intersection with the Northwest line of Main Street; THENCE Southwest along the Northwest line of said Main Street a distance of 149.70 feet to the intersection with the Northwesterly extension of the Northeasterly line of Lots 3 and 6 of Block 27 of said plat of Oregon City; THENCE Southeast along said Northwesterly extension and Northeast lines of Lots 3 and 6, a distance of 270.00 feet to the most Easterly corner of said Lot 3; THENCE continuing Southeast along the Southeasterly extension of the Northeast line of said Lot 3 a distance of 75 feet, more or less, to the Southeast line of McLoughlin Boulevard (U.S. Hwy. No. 99E); THENCE Southwest along the Southeast line of said McLoughlin Boulevard a distance of 2700 feet, more or less, to the most Northerly corner of that certain tract of land conveyed to Portland General Electric Company (PGE), as recorded in Book 209, Page 001 and Recorder Fee No. 83-5806, Clackamas County Deed Records; THENCE Southeast along the Northeast line of said PGE tract a distance of 120 feet, more or less, to an angle point; THENCE Southwest along the Southeast line of said PGE tract a distance of 75 feet, more or less, to an angle point; THENCE Southeast



**Legal Description  
of  
Downtown/North End  
Urban Renewal District Boundary**

11

A tract of land situated in Sections 20, 21, 29, 30, 31, and 32 in Township 2 South, Range 2 East; Section 36 in Township 2 South, Range 1 East; Section 1 in Township 3 South, Range 1 East; and Section 6 in Township 3 South, Range 2 East; of the Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

**BEGINNING** at the intersection of the Southeast line of High Street (a 60 foot right-of-way) and the Southwest line of 6th Street (a 60 foot right-of-way); THENCE Southeast along the Southwest line of said 6th Street, a distance of 2700 feet, more or less, to the intersection with the Southeast line of Harrison Street (a 60 foot right-of-way); THENCE Northeast along the Southeast line of said Harrison Road a distance of 730 feet, more or less, to the intersection with the Northeast line of 8th Street (a 60 foot right-of-way); THENCE Northwest along the Northeast line of said 8th Street a distance of 1900 feet, more or less, to Southeast line of John Adams Street (a 60 foot right-of-way); THENCE Northeast along the Southeast line of said John Adams Street a distance of 1560 feet, more or less, to the a point in the centerline of vacated 13th Street (74-34043, a 60 foot right-of-way); THENCE Southeast along said centerline of 13th Street a distance of 240.00 feet to a point in the centerline of vacated Jefferson Street (74-34043, a 60 foot right-of-way); THENCE Northeast along said centerline of Jefferson Street a distance of 304.00 feet to the Southwest line of 14th Street (a 60 foot right-of-way); THENCE Southeast along the Southwest line of said 14th Street a distance of 30.00 feet to the intersection with the Southeast line of said Jefferson Street; THENCE Northeast along the Southeast line of Jefferson Street (not vacated) a distance of 660 feet, more or less, to the intersection with the Southwest line of 16th Street (a 60 foot right-of-way); THENCE Southeast along the Southwest line of said 16th Street a distance of 270.00 feet to the intersection with the Southeast line of Madison Street (a 60 foot right-of-way); THENCE Northeast along the Southeast line of said Madison Street a distance of 120 feet, more or less, to the intersection with the South line of McLoughlin Avenue (a 60 foot right-of-way); THENCE Easterly along the South line of said McLoughlin Avenue a distance of 940 feet, more or less, to the intersection with the Southwest line of 18th Street (a 60 foot right-of-way); THENCE Southeasterly along the Southwest line of said 18th Street a distance of 1080 feet, more or less, to the intersection with the Southwesterly extension of the Southeast line of South Anchor Way (a 60 foot right-of-way); THENCE Northeasterly along said Southwesterly extension and said Southeast line of South Anchor Way a distance of 1200 feet, more or less, to the intersection with the Southerly line of Redland Road (a 60 foot right-of-way); THENCE Easterly along the Southerly line of said Redland Road a distance of 960 feet, more or less, to the intersection with the Northeast line of Trail's End Highway (Oregon State Hwy. No. 213, Oregon City Bypass, a variable width right-of-way); THENCE Northwest along the Northeast line of said Trail's End Highway a distance of 1200 feet, more or less, to the intersection with the Southeast line of Holcomb Road (County Road No. 354, a 60 foot right-of-way); THENCE Northeast along the Southeast line of said Holcomb Road a distance of 210 feet,

## URBAN RENEWAL DISTRICT BOUNDARY

3

along the Northeast line of said PGE tract a distance of 260 feet, more or less, to a point on the Northwest line of South End Road (County Road No. 945, a 60 foot right-of-way); THENCE Southwesterly along the Northwest and West lines of said South End Road a distance of 4100 feet, more or less, to the intersection of the West line of said South End Road with the Southwesterly extension of the Southeast line of Barker Avenue (a 50 foot right-of-way), said line being also the Northwest line of the duly recorded plat of Lawton Heights (County Plat No. 289); THENCE N. 52° 55' E. along said Southwesterly extension a distance of 75 feet, more or less, to the East line of said South End Road; THENCE North and Northeast along the East and Southeast lines of said South End Road a distance of 4400 feet, more or less, to the intersection with the South line of said High Street; THENCE Southeast along the South line of said High Street a distance of 35 feet, more or less, to the intersection with the Southeast line thereof; THENCE Northeast along the Southeast line of said High Street a distance of 2750 feet, more or less, to the **POINT OF BEGINNING**.

EXCEPT THEREFROM that portion lying within the City Limits of the City of Gladstone.

EXCEPT THEREFROM that portion lying outside the existing corporate City Limits of the City of Oregon City.

STATE OF OREGON  
County of Clatsop

I, John F. Kaufman, County Clerk for the County of Clatsop, do hereby certify and acknowledge that the foregoing plat was duly recorded in the records of said county.

91 APR 25 11:12:09



Witness my hand and seal of office  
John F. Kaufman  
County Clerk  
Clatsop County, Oregon

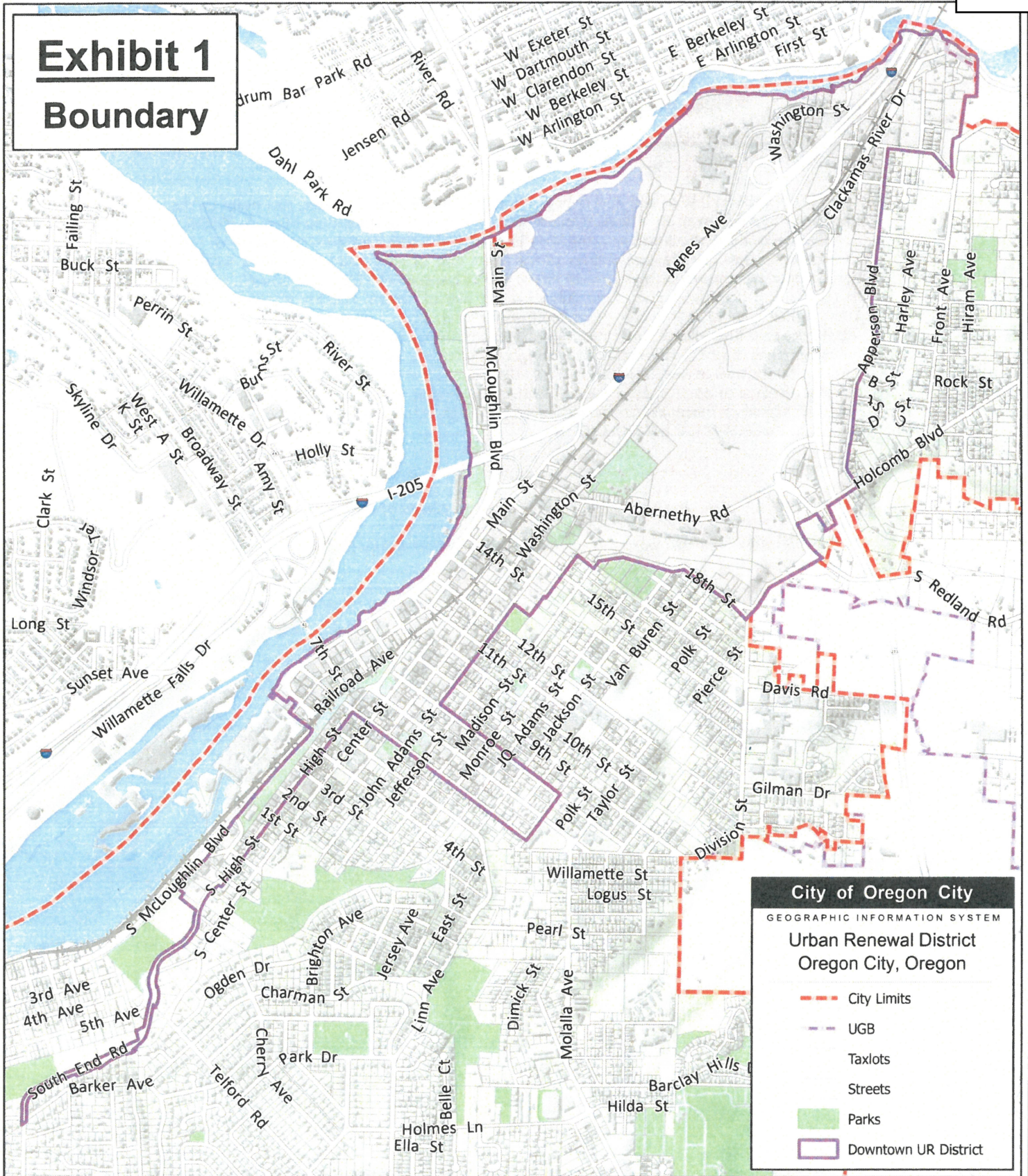
91 18607

[Sealed and Recorded]

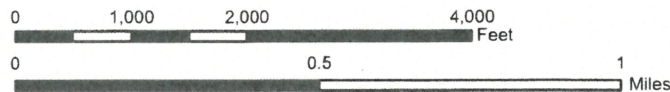


# Exhibit 1

## Boundary



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



City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
www.ocity.org





Exhibit **2** - Legal Description of Project Area**CORRECTED**

## LEGAL DESCRIPTION OF DOWNTOWN/NORTH END

## URBAN RENEWAL DISTRICT BOUNDARY

This legal description is being re-recorded to correct an erroneous legal description on Oregon City Ordinance No. 90-1062, An Ordinance Adopting the Downtown/North End Urban Renewal Plan and Making Certain Findings and Determinations, recorded on December 21, 1990, Clackamas County Deed Records, Fee No. 90-62748.

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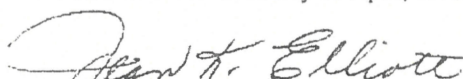
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This correction duly adopted on motion by the City Commission this 17th day of April, 1991.

CITY OF OREGON CITY

  
DANIEL W. FOWLER, Mayor

ATTESTED this 17th day of April, 1991.

  
JEAN K. ELLIOTT, City Recorder



## URBAN RENEWAL DISTRICT BOUNDARY

2

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Legal Description  
of  
Downtown/North End  
Urban Renewal District Boundary

A tract of land situated in Sections 20, 21, 29, 30, 31, and 32 in Township 2 South, Range 2 East; Section 36 in Township 2 South, Range 1 East; Section 1 in Township 3 South, Range 1 East; and Section 6 in Township 3 South, Range 2 East; of the Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

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## URBAN RENEWAL DISTRICT BOUNDARY

3

along the Northeast line of said PGE tract a distance of 260 feet, more or less, to a point on the Northwest line of South End Road (County Road No. 945, a 60 foot right-of-way); THENCE Southwesterly along the Northwest and West lines of said South End Road a distance of 4100 feet, more or less, to the intersection of the West line of said South End Road with the Southwesterly extension of the Southeast line of Barker Avenue (a 50 foot right-of-way), said line being also the Northwest line of the duly recorded plat of Lawton Heights (County Plat No. 289); THENCE N. 52° 55' E. along said Southwesterly extension a distance of 75 feet, more or less, to the East line of said South End Road; THENCE North and Northeast along the East and Southeast lines of said South End Road a distance of 4400 feet, more or less, to the intersection with the South line of said High Street; THENCE Southeast along the South line of said High Street a distance of 35 feet, more or less, to the intersection with the Southeast line thereof; THENCE Northeast along the Southeast line of said High Street a distance of 2750 feet, more or less, to the **POINT OF BEGINNING**.

EXCEPT THEREFROM that portion lying within the City Limits of the City of Gladstone.

EXCEPT THEREFROM that portion lying outside the existing corporate City Limits of the City of Oregon City.

STATE OF OREGON  
COUNTY OF CLATSOP

I, John F. Karlsson, County Clerk for the County of Clatsop, Oregon, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same is on file in my office.

91 APR 25 11:12:09

John F. Karlsson  
County Clerk  
Clatsop County, Oregon

91 18607

[RECEIVED URBAN RENEWAL]

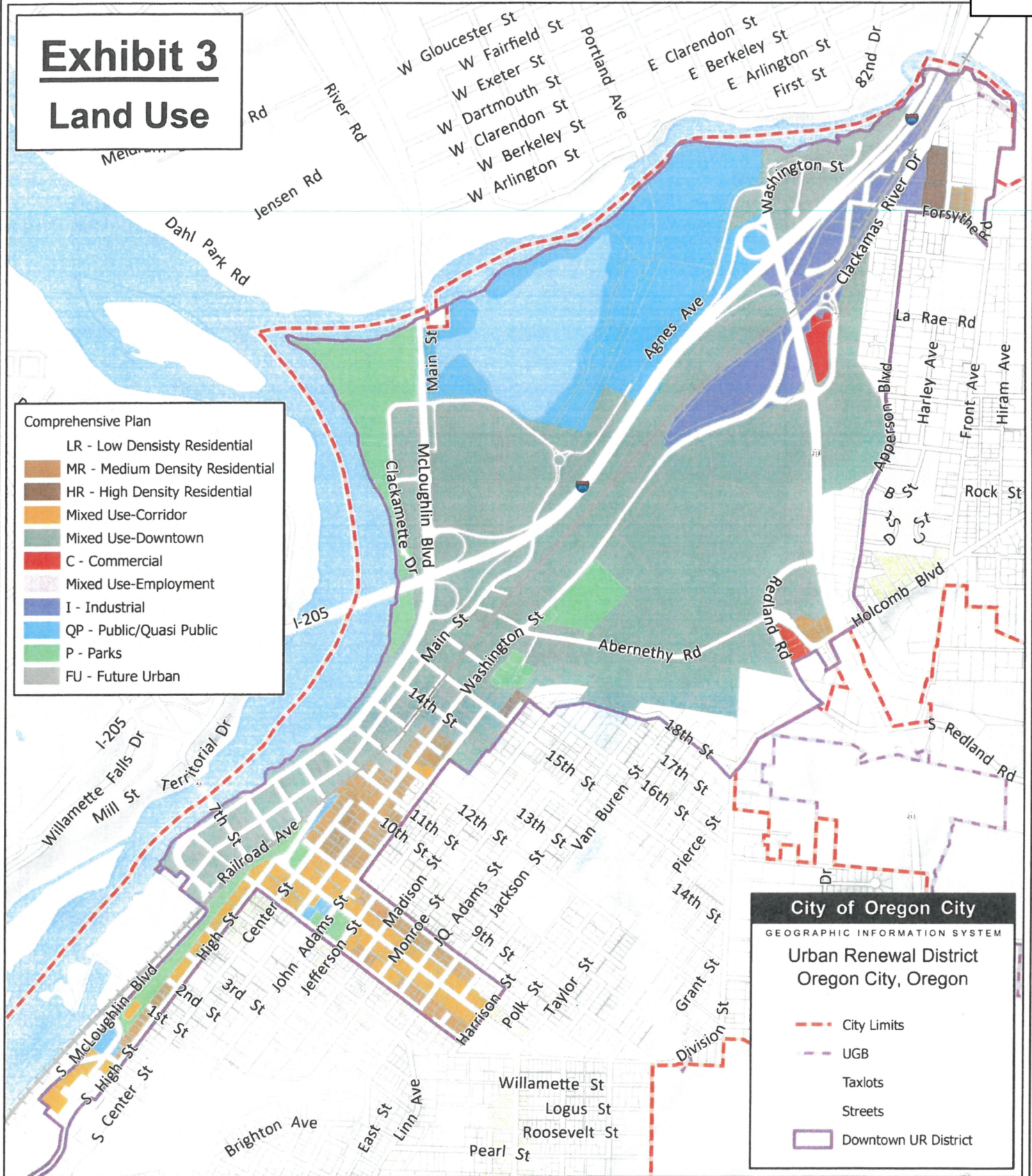


# Exhibit 3

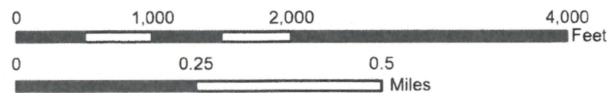
## Land Use

### Comprehensive Plan

- LR - Low Density Residential
- MR - Medium Density Residential
- HR - High Density Residential
- Mixed Use-Corridor
- Mixed Use-Downtown
- C - Commercial
- Mixed Use-Employment
- I - Industrial
- QP - Public/Quasi Public
- P - Parks
- FU - Future Urban



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



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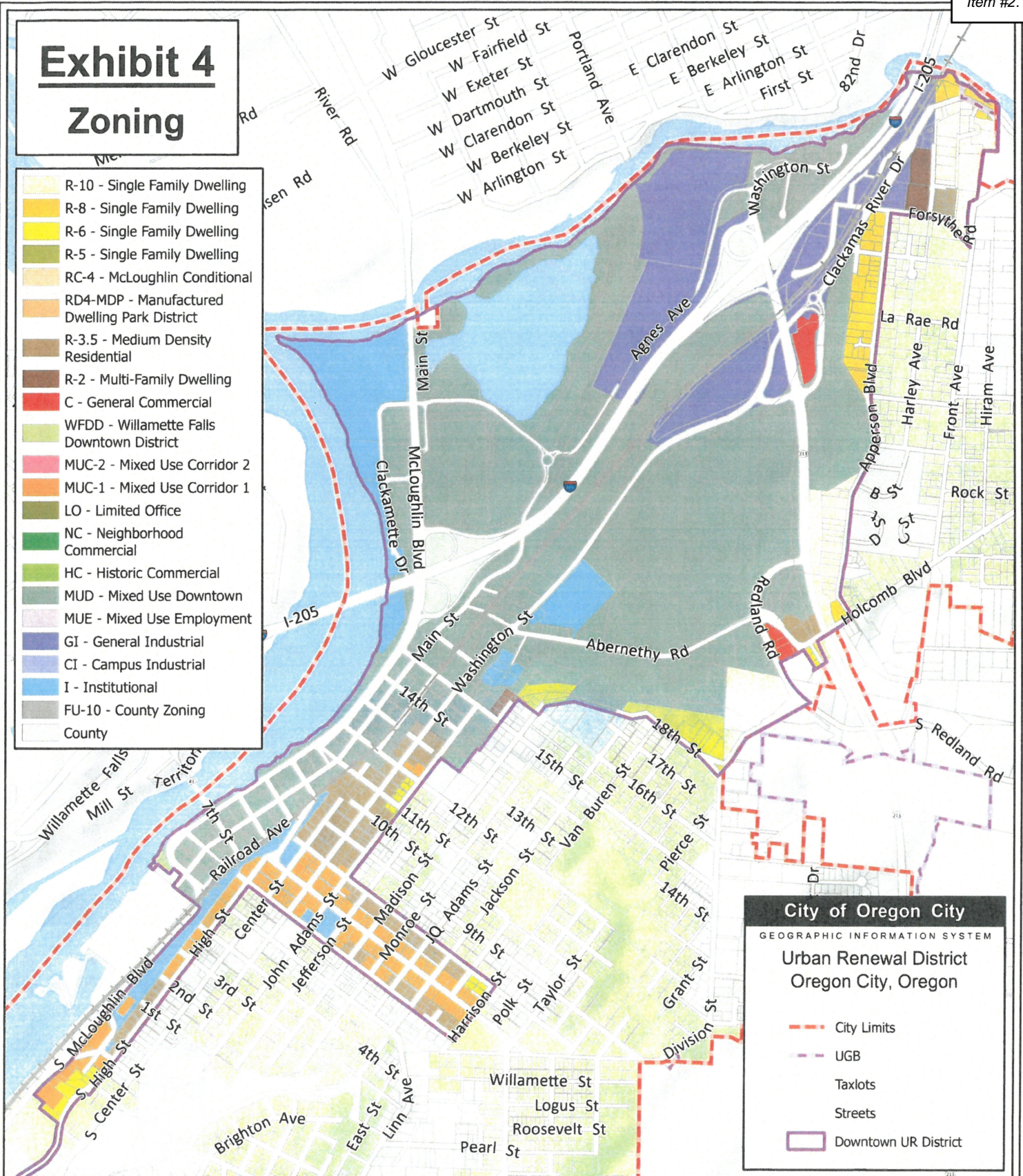
Plot date: July 19, 2022  
Plot name: Exhibit 3 - UR District with Comp - 8x10P - 20220719.pdf  
Map name: Urban Renewal District with Comp - Urban Renewal Dist



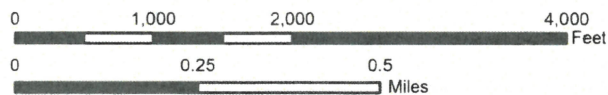
# Exhibit 4

## Zoning

- R-10 - Single Family Dwelling
- R-8 - Single Family Dwelling
- R-6 - Single Family Dwelling
- R-5 - Single Family Dwelling
- RC-4 - McLoughlin Conditional
- RD4-MDP - Manufactured Dwelling Park District
- R-3.5 - Medium Density Residential
- R-2 - Multi-Family Dwelling
- C - General Commercial
- WFDD - Willamette Falls Downtown District
- MUC-2 - Mixed Use Corridor 2
- MUC-1 - Mixed Use Corridor 1
- LO - Limited Office
- NC - Neighborhood Commercial
- HC - Historic Commercial
- MUD - Mixed Use Downtown
- MUE - Mixed Use Employment
- GI - General Industrial
- CI - Campus Industrial
- I - Institutional
- FU-10 - County Zoning
- County



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



### City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

### Urban Renewal District Oregon City, Oregon

- City Limits
- UGB
- Taxlots
- Streets
- Downtown UR District

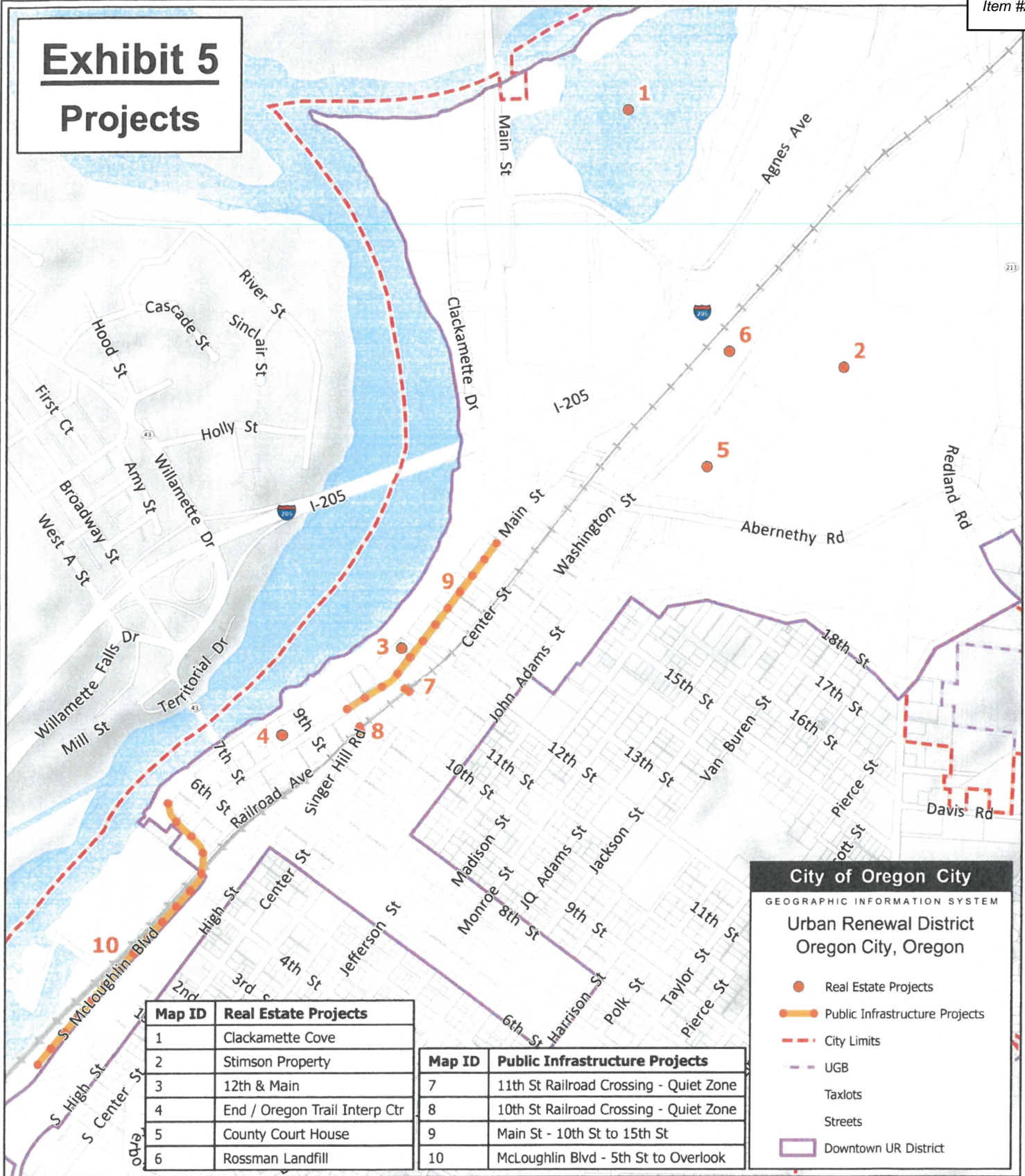
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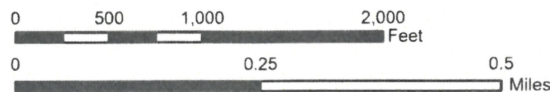
Plot date: July 19, 2022  
Plot name: Exhibit 4 - UR District with Zoning - 8x10P - 20220719.p  
Map name: Urban Renewal District with Zoning - Urban Renewal D



# Exhibit 5 Projects



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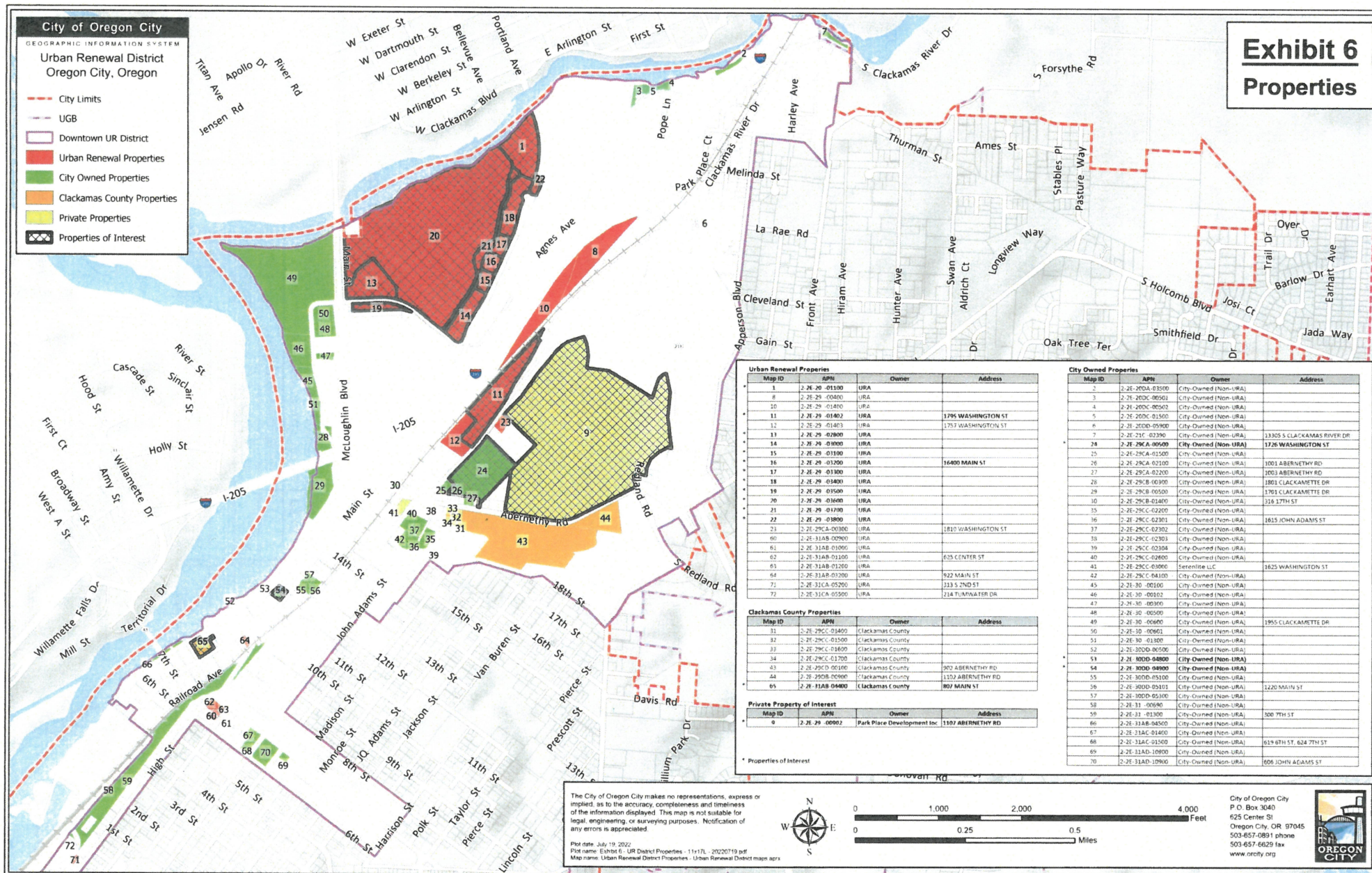


Plot date: July 19, 2022  
Plot name: Exhibit 5 - UR District Projects - 8x10P - 20220719.pdf  
Map name: Urban Renewal District Projects - Urban Renewal District



## Exhibit 6

### Properties





## EXHIBIT 7 PROPERTIES

Table 1: Publicly Owned Property (with status as of June 30, 2022)

| Tax Map   | Tax Lot | Property Description                                | Acquisition Status                                          |
|-----------|---------|-----------------------------------------------------|-------------------------------------------------------------|
| 2-2E-29   | 3600    | Clackamette Cove – 52.85 acres                      | URD Own/Undeveloped                                         |
| 2-2E-29   | 2800    | Clackamette Cove – 4.4 acres                        | URD Own/Undeveloped                                         |
| 2-2E-29   | 3700    | Clackamette Cove – 2.60 acres                       | URD Own/Undeveloped                                         |
| 2-2E-29   | 3000    | Clackamette Cove – 2.79 acres                       | URC Own/ Undeveloped                                        |
| 2-2E-29   | 3100    | Clackamette Cove - .91 acres                        | URC Own/ Undeveloped                                        |
| 2-2E-29   | 3200    | Clackamette Cove - 1.00 acres                       | URC Own/ Undeveloped                                        |
| 2-2E-29   | 3300    | Clackamette Cove - .90 acres                        | URC Own/Undeveloped                                         |
| 2-2E-29   | 3400    | Clackamette Cove – 3.16 acres                       | URC Own/ Undeveloped                                        |
| 2-2E-29   | 1100    | Clackamette Cove – 5.22 acres                       | URC Own/ Undeveloped                                        |
| 2-2E-29   | 3800    | Clackamette Cove - .50 acres                        | URC Own/ Undeveloped                                        |
| 2-2E-29   | 3500    | Clackamette Cove – 1.24 acres                       | URC Own/ Undeveloped                                        |
| 2-2E-29   | 1402    | Stimson Property (1795 Washington St)<br>6.83 acres | URC Own/Existing<br>Structure/Further<br>Development Needed |
| 2-2E-30DD | 4800    | 12 & Main - .27 acre                                | City Own/vacant lot/<br>Undeveloped                         |
| 2-2E-30DD | 4900    | 12 & Main - .16 acre                                | City Own/vacant lot/<br>Undeveloped                         |
| 2-2E-31AB | 4400    | 807 Main St. - .94 acre                             | County Own/County<br>Court House/To be<br>vacated           |
| 2-2E-29CA | 500     | 1726 Washington St. – 7.65 acres                    | End of the Oregon Trail                                     |
| 2-2E-29CA | 1500    | 1726 Washington St - .43 acres                      | End of the Oregon Trail                                     |
|           |         | Riverwalk P (falls access and viewing)              | City owned                                                  |

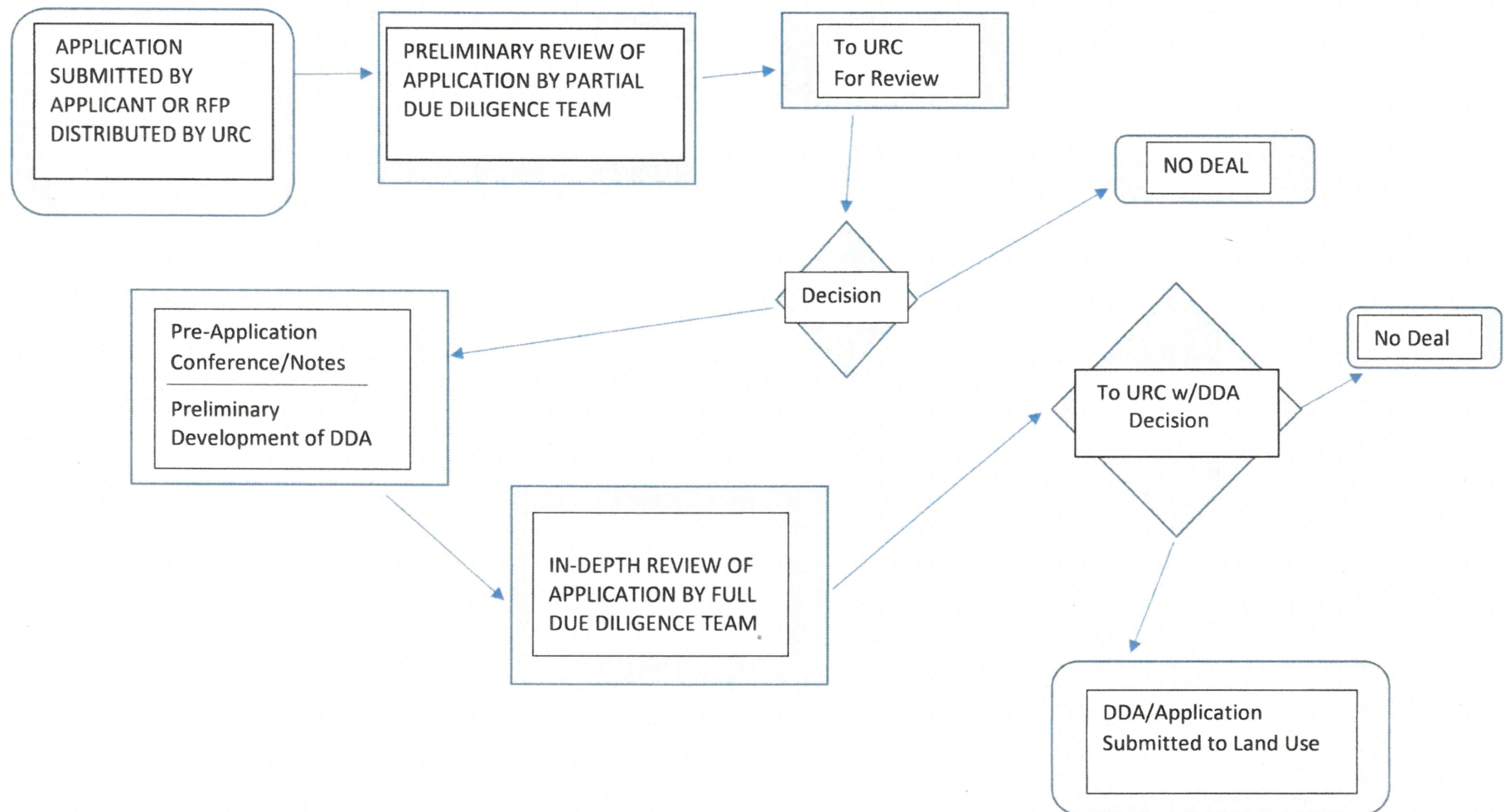
Table 2: Private Property of Interest (with status as of June 30, 2022)

| Tax Map | Tax Lot | Property Description                                                           | Acquisition Status                     |
|---------|---------|--------------------------------------------------------------------------------|----------------------------------------|
| 2-2E-29 | 902     | Rossmann Landfill (Park Place Dev.,<br>Inc.) – 1105 Abernethy RD – 65.53 acres | Private<br>Ownership/Under<br>Contract |

Table 3: Infrastructure Projects (with status as of June 30, 2022)

| Name                          | Tax Lot | Property Description                                                             | Acquisition Status                                                                   |
|-------------------------------|---------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Quiet Zone                    | N/A     | Railroad Track Crossings at 10 <sup>th</sup> and<br>11 <sup>th</sup> Streets     | Union Pacific Railroad<br>Owner/Federal Funding<br>Approved. Local Match<br>Required |
| McLoughlin Blvd.<br>to Tunnel | N/A     | 6 <sup>th</sup> Street/McLoughlin through Tunnel<br>to Tumwater Drive/McLoughlin | To be completed                                                                      |
| Main Street                   | N/A     | From 10 <sup>th</sup> to 15 <sup>th</sup> Street                                 | To be completed                                                                      |

## Framework for Decision-Making Urban Renewal Project Procedures Diagram





# CITY OF OREGON CITY

## Staff Report

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

**To:** Urban Renewal Commission  
**From:** Executive Director, Tony Konkol

**Agenda Date:** 02/21/2024

### **SUBJECT:**

Information for discussion and direction related to Water Quality and Alternatives Evaluation of Clackamette Cove

### **STAFF RECOMMENDATION:**

Provide staff direction

### **EXECUTIVE SUMMARY:**

The Cove has experienced cyanobacteria algal blooms in the past, but few water quality data are available. Potential sources of chemical constituents to the Cove include stormwater runoff, the adjacent landfill (via groundwater), historical contamination (e.g., bottom sediments), and the Clackamas River.

On July 28, 2023, Commissioner Frank O'Donnell met with Jerry Herman, Richard Craven, John Borden, Doug Dehart, and James Graham to engage in a discussion on what the City or Urban Renewal Commission should consider mitigating water quality concerns in the Clackamette Cove (COVE). A meeting summary was provided by Commissioner O'Donnell (attached) but in brief, the meeting was to kick off a plan to address concerns for seasonal blue-green algae blooms that could impact recreational and habitat uses of the COVE.

On September 12, 2023, as directed by the Urban Renewal Commission, City Staff, the July meeting representatives, and the Commission met in a work session to discuss the topic. In addition to the O'Donnell summary, the discussion covered an Oswego Lake site tour and the Lake Oswego Corporation's efforts to improve water quality and manage/address the lake's water quality issues including how they are addressing blue-green algae blooms. Staff also provided updates on meetings with representatives from the Portland Permits Section of the US Army Corps of Engineers.



The September meeting conclusion was for staff to pursue an initial scope of work to study and better understand the existing conditions and evaluate opportunities for water quality improvement. Basically, identify a plan to understand what may be impacting late-season water quality in the COVE to see if 1) there is a problem to solve, 2) whether it is feasible to solve, and 3) if so what might a project scope entail.

To progress in a more informed way Staff met with acknowledged Mike Milne, Clifton Bell, and Krista Reininga, all environmental services staff with Brown and Caldwell to discuss the development of a draft scope of work that the city could pursue to ensure any future analysis is properly informed.

On January 17, 2024, the draft scope of work was submitted to the Urban Renewal Commission for consideration. Staff was directed to share the draft scope with Jerry Herman, Richard Craven, John Borden, and Doug Dehart, to further engage in a discussion on the draft, and to resolve what else they thought the City or Urban Renewal Commission should consider incorporating into the draft water quality scope of work. A meeting was held on January 30<sup>th</sup> which included all listed above as well as Commissioner Frank O'Donnell, James Graham, Tony Konkol, and John Lewis. Ideas were discussed and written suggestions were submitted.

This Draft Request for Proposals incorporates the original draft scope of work submitted on January 17<sup>th</sup> and includes feedback received from the January 30<sup>th</sup> meeting including relevant and meaningful written suggestions. In general, it was agreed that the approach to the COVE water quality analysis and alternative analysis should be considered in two phases and in a way that best informs regulatory permitting should a project solution become the recommended result. (See attached DRAFT Request for Proposals).

Depending on how the project proceeds and what phases proceed the overall project is anticipated to fall within the following cost range:

|         |                |
|---------|----------------|
| Phase 1 | \$25K - \$55K  |
| Phase 2 | \$50K - \$200K |

The Commission should note that factors affecting cost will be impacted by the complexity and logistics of sampling needs, use of City staff or volunteers, number of samples and analytes, number of alternatives being seriously considered, and how many meetings or how much public information is needed to produce.

**OPTIONS:**

1. Provide directions to staff.

**BUDGET IMPACT:**

Amount:

FY:

Funding  
Source(s):



**OREGON  
CITY**

**Public Works**

13895 Fir Street | Oregon City OR 97045  
Ph (971) 204-4601 | Fax (503) 908-1128

# **REQUEST FOR PROPOSALS**

**for**

## **Clackamette Cove Water Quality & Alternatives Evaluation Program**

**Project PS# 24-003**

**Proposals Due:  
March 28, 2024  
at 2:00 p.m.**

Issuance Date: March 5, 2024

**LATE PROPOSALS WILL NOT BE ACCEPTED**

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## **SECTION 1 – GENERAL INFORMATION**

### **1.1 Advertisement**

The City of Oregon City (hereinafter referred to as "City"), through the Public Works Department, is requesting proposals from firms (hereinafter referred to as the "Consultant") that are interested in providing the professional services associated with water quality studies for the City and more specifically for the **Clackamette Cove Water Quality & Alternatives Evaluation Program; Project # PS 24-003** (hereinafter referred to as the "Project").

Proposals will be received until **2:00 p.m. local time on Thursday, March 28, 2024.**

Solicitation documents may be obtained from the City's online plan center free of charge at <https://bids.oregoncity.org/>. To obtain the solicitation documents, create a new user account and register for the project. General information including the planholder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 13895 Fir Street, Oregon City, Oregon, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays.

Addenda, clarifications, and notices will be distributed through the City's online planholder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

The City of Oregon City reserves the right to (1) reject any or all submittals not in compliance with public solicitation procedures if it is in the best interest of the public to do so; (2) postpone establishment of a final decision for a period not to exceed sixty (60) days from due date for consultant submittal; (3) waive informalities in the proposals; and (4) to select the consultant which appears to be in the best interest of the City.

This advertisement is authorized under the direction of John M. Lewis, P.E., Public Works Director.

**PUBLISHED:** Daily Journal of Commerce, March 5<sup>th</sup> and March 7<sup>th</sup>, 2024.

## 1.2 RFP Schedule

|                                            |                                                |
|--------------------------------------------|------------------------------------------------|
| RFP Released                               | March 5, 2024                                  |
| Proposal Due                               | March 28, 2024 @ 2 p.m.                        |
| Staff Review of Proposals                  | April 1 <sup>st</sup> - 8 <sup>th</sup> , 2024 |
| Contract Negotiations                      | April 9, 2024                                  |
| Contract Award at Urban Renewal Commission | April 17, 2024                                 |

## 1.3 Submitting Proposals

Written proposals in response to this RFP must include five (5) hard copies and one (1) electronic pdf copy provided on a thumb drive. Proposals are due no later than **2:00 p.m. local time on Thursday March 28, 2024**, and shall be delivered to **13895 Fir Street, Oregon City, OR 97045**. The proposal must be submitted in a sealed envelope, clearly marked as follows:

**SEALED PROPOSAL – Due at 2:00 p.m. on Thursday March 28, 2024**  
**Clackamette Cove Water Quality & Alternatives Evaluation Program**  
**Project # PS 24-003**  
**Attention: John Lewis**

The outside envelope/box must also include the name and address of the bidding firm. Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

Fax submissions or email copies will not be accepted. Proposals must be received by the date and time noted above. Submittals that are late, incomplete, or misdirected will be considered non-responsive, with no exceptions. The City of Oregon City relies on the City's computer system's clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal.

## 1.4 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE - CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public records request for such information shall be at the proposer's expense.

## **SECTION 2 – SCOPE OF WORK**

Oregon City (City) and the Oregon City Urban Renewal Agency (Agency) are requesting proposals from interested parties to perform a water quality study of Clackamette Cove and evaluate opportunities for water quality improvement.

### **2.1 Background**

Clackamette Cove is a ~38-acre waterbody connected to the Clackamas River in Oregon City, OR. The Cove was previously used for sand and gravel mining and is currently owned by the Agency. Adjacent land uses include, commercial development, roads, the Tri-City Wastewater Treatment Plant, and a closed landfill. The Cove area also hosts recreational amenities including the Clackamette Cove Trail and River Access Trails, green spaces, benches, and picnic tables. As such, it is a popular area for walking/exercise and accessing the Clackamas River. The Cove is also used for swimming and boating. Although Clackamette Cove is hydraulically connected to the Clackamas River, the limited nature of the connection and high depth (up to 18 feet) of the Cove causes it to have a much longer hydraulic residence time than the adjoining river.

Given the characteristics and location of this water feature, the Agency is considering additional recreational residential, and commercial development to maximize the utility of Clackamette Cove to residents. As part of this pursuit, the City and Agency desire additional information on the water quality of Clackamette Cove, including suitability for recreation and aquatic life uses, controls on water quality, and opportunities for improvement. The Cove has experienced



cyanobacteria algal blooms in the past, but few water quality data are available. Seasonal Cove water quality at times renders the cove unsuitable for recreational use or neighboring re-development due to a seasonal blue-green algae bloom.

The primary issue affecting the use of Clackamette Cove appears to be blooms of blue-green algae. These occur periodically in late summer and appear to be primarily brought on by some combination of elevated water temperature, depressed dissolved oxygen, and increased nutrient levels. To better understand the factors which, bring on this condition and possible measures which could



reduce its occurrence, additional understanding of seasonal dynamics in the Cove is needed.

Typically, the mid-to-late summer period is characterized by reduced water flow and increased water temperatures.

Potential sources of chemical constituents to the Cove include stormwater runoff, the adjacent landfill (via groundwater), historical contamination (e.g., bottom sediments), and the Clackamas River. It is possible that the Cove stratifies into layers with differing water quality parameters during this period.

Several factors to be better understood –

- Inflow of water from the Clackamas River during this period (volume and temperature).
- Entrance of ground water from below and along the sides of the Cove (volume and temperature).
- Benefits and detriments of dredging at the mouth of the Cove.
- Stratification of the Cove in the summer period including differing temperature and water quality strata.
- Stability of stratification layers and conditions which appear to cause the strata to break down.
- What impact, if any, do the effects of Willamette River backwater have on the Cove water quality?
- What are the prevailing conditions when a blue-green algae bloom occurs?

## 2.2 Resources

The following list includes a small representative sample of associated projects that may be beneficial in better understanding the history of the Cove:

- a. Cove & Clackamas River Dredging Permit History Summary (2000-2020)
- b. 2008 Cove Access Channel Biological Assessment and Essential Fish Habitat Report
- c. 2005 Bathymetric Elevation Survey
- d. 2000 Clackamette Cove-Clackamas River Bank Stabilization Project Report

## 2.3 Project Funding

The project has the following funding sources:

Urban Renewal Fund

Project anticipated scope and fee depend a lot on how the project progresses and what is decided for the Cove Water Quality Monitoring Plan. For proposal purposes, the overall 1-year project is anticipated to fall within the following cost range:

- Work including adoption of a water quality monitoring plan: \$25K - 55K
- Work through the Alternative development and evaluation: \$50K - \$200K

## 2.4 Project Schedule

|                                                                       |                             |
|-----------------------------------------------------------------------|-----------------------------|
| Kick-off Meeting                                                      | * May 2024                  |
| Task B<br>Existing Cove Water Quality<br>Information Findings Meeting | * June, 2024                |
| Task C & D<br>Cove WQ Monitoring Plan Adoption                        | * June 2024                 |
| Task E<br>WQ Monitoring Begins<br>WQ Monitoring Ends                  | * July 2024<br>* March 2025 |
| Task F<br>WQ Data interpretation                                      | *Oct 24 – Mar 25            |
| Tasks G<br>Alternatives Development and Evaluation                    | *July 24- May 25            |

\* These dates are approximate and subject to change.

**Given the nature of this program, ongoing sampling and analysis may be recommended; however, the City is interested in reaching interim conclusions when supported by program findings. Commitments beyond this service contract will only be authorized through execution of a contract amendment approved by the City Manager.**

## 2.5 Scope of Professional Services and Responsibility

Consultant shall provide adequate personnel and resources to accomplish the objectives of this Project. Consultant shall provide a range of responsible and responsive professional engineering services including, but not limited to, project management, data review, water quality sampling, water science, source controls, hydrology, environmental controls, laboratory analysis, technical writing, engineering, statistics, and water quality modeling. The consultant is expected to provide a highly qualified and experienced team and be able to deliver satisfactory products and services on schedule and budget.

Essential tasks are listed in the following sections and shall be included at a minimum in the proposer's Project Schedule. Consultant is highly encouraged to propose changes or additions to the scope of work as identified below if the Consultant believes that these changes will provide added benefit to the Project.

This scope of work includes Tasks A through G. Under Phase 1, the selected Consultant will review available data and design a water quality monitoring study of Clackamette Cove. Under Phase 2, the Consultant will execute the monitoring. Under Phase 3, the Consultant will interpret the results to identify the status and controls on water quality in the Cove, potential pollution sources, and water quality improvement strategies. Specific tasks to be accomplished under these phases are described below.

### **Task A – Project Management**

Consultant's Project Manager shall oversee their team, including all subconsultants necessary to complete the Project. Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on budget and ensure timely completion of the Project. The project manager shall provide excellent communication with the City and shall identify their approach to project communication in their proposal under Project Approach and Understanding.

Consultant shall ensure full coordination with City staff and be responsive to email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. Consultant shall be in contact with the City frequently enough to ensure a timely City review of deliverables. A consultant is expected to work with all stakeholders in a responsible manner. Consultant shall perform all, but not limited to, the following project management sub-tasks:

#### **A-1 Kickoff Meeting**

Consultant shall organize a kickoff meeting with City staff, to achieve the following:

- Define project goals and objectives
- Review project scope and management approach
- Identify roles and responsibilities of key project staff
- Review project schedule and deliverables
- Identification of key stakeholders
- Identify and discuss critical path items

#### **A-2 Administration**

Provide project leadership, schedule management, tracking project budget and expenditures, quality control and assurance, maintaining accurate recordkeeping and follow-up on all action items. Deliver the entire program within the prescribed budget and on schedule. Any possible modifications of the scope shall be identified in early stages such that action plans can be developed to avoid or minimize impacts to the budget and/or schedule.

Attend meetings and prepare all project-related agendas and meeting minutes. Note that the City may record any meetings.



### **A-3 Monthly Reports and Invoices**

Consultant shall submit a Monthly Report that includes the following:

- Monthly invoice, which clearly identifies the work accomplished.
- Summary of the work accomplished to date including a statement on the overall project budget. The detailed cost summary shall be detailed out by task and sub-task, including % of task complete, \$ value this month and to date, and the % and \$ value of the total project completed.
- A description of any unanticipated events and how issues are being resolved. This shall include any adjustments to the schedule for the project as well as project costs.

### **Task B – Stakeholder Involvement and Public Outreach**

The Summer season water quality, in the Cove, is something the community have shown a considerable amount of interest in. That said, the formulation of a water quality monitoring plan is not anticipated to include community engagement. There will be an opportunity for community involvement with a longer-term (multi-year) sampling plan, whereby students or environmental interest groups could volunteer with sampling or spreading the word about the benefits of pollution prevention. For budgeting purposes, the expectation is that the City will lead the public engagement, and utilize the consultant team recommendations for opportunities (that the City could share) or recruit volunteer hours. The consultant should assume preparation and attendance at four public meetings, the creation of one informational brochure, and the equivalent content for an informational web page.

### **Task C – Data Compilation and Review**

The Consultant will compile, and review, available information on Clackamette Cove and the nearby section of the Clackamas River to inform subsequent tasks. Examples of information to be included are: water quality data from the Cove and river, groundwater monitoring data, land use / infrastructure maps, and previous reports on the Cove or similar water bodies (e.g., Ross Island Lagoon). This task is focused on water quality constituents of concern including cyanobacteria, pathogens, and any toxins of concern that could affect recreational uses of the Cove. This task should include a field visit of the Cove and its drainage area.

### **Task D– Water Quality Monitoring Plan**

Based on Task C, the Consultant will work with the City to clearly identify monitoring objectives and questions to be answered with monitoring. The Consultant will then prepare a draft water quality monitoring plan for Clackamette Cove, to cover a range of seasonal/hydrologic conditions and constituents of concern. The Consultant will recommend monitoring approaches, based on the data review, and expert judgment of information needed to understand environmental controls (cause-and-effect) of water quality in the Cove. The monitoring plan should address monitoring constituents, locations, field/laboratory methods, frequencies, and quality assurance/control practices.

The monitoring approach can include initial screening of a larger number of constituents, followed by continued monitoring of a smaller number of constituents. The monitoring plan can also include sediment sampling or flux measurements - if recommended by the Consultant.

In designing the monitoring approach, the Consultant should consider opportunities to reduce monitoring labor costs by utilizing Oregon City staff or teaming with a university and/or Clackamas County, as this might affect the monitoring design. This task also includes the development of a health and safety plan for the monitoring effort. The Consultant will revise the draft monitoring plan based on up to two rounds of review by the City.

#### **Task E Water Quality Monitoring**

Under this task, the Consultant will execute the water quality monitoring plan developed under Tasks A through D, in cooperation with City staff or other teaming partners. Deliverables of this task include electronic copies of all water quality or sediment data collected, electronic copies of field notes, and a brief data summary report that describes the data that was collected and associated QA/QC evaluations.

#### **Task F Water Quality Data Interpretation**

The Consultant will prepare a draft technical memorandum (TM) that summarizes the results of the historical data/report review and water quality monitoring tasks to include statistical and graphical summaries of water quality in Clackamette Cove. It will compare data to water quality standards and provide scientific interpretations of sources of water quality constituent loading (external and internal), controls on water quality in the Cove (e.g., hydraulic, hydrologic, seasonal controls), and suitability of the Cove's water quality for aquatic life and recreation. The evaluation can include simple water quality models (e.g., mass balance or empirical models) if the Consultant deems such models to be useful for interpretation. The Consultant will revise the draft TM based on up to two rounds of review by the City.

#### **Task G Alternatives Evaluation**

Building on previous tasks, the Consultant will evaluate various strategies to improve water quality in Clackamette Cove. This is expected to include an initial screening of methods based on feasibility and applicability to the Cove, followed by a more detailed evaluation and costing of potentially beneficial methods. Categories of strategies to be evaluated can include both external pollutant reduction practices and in-Cove management practices. Strategies can include prevention, mitigation, and monitoring/communication. The evaluation should also include the Consultant's recommendation for any additional monitoring or studies needed to increase certainty in the efficacy of improvement measures.

The deliverable for Task G will be a TM that identifies all strategies considered and the basis of the initial screening. For strategies that pass the initial screening step, the TM will provide a conceptual design and planning-level capital and

operations and maintenance cost estimates. The narrative of the TM will discuss the expected benefits of the method, level of certainty of those benefits, potential drawbacks, and any other practical considerations deemed relevant (e.g., operational, permitting, public perception). The Consultant will revise the draft TM based up to two rounds of review by the City.

## 2.6 City's Responsibility

The City will perform the following tasks:

1. Provide a Project Manager/Engineer responsible for the overall project management and coordination between the Consultant and the City, and with any of the City's other service providers.
2. Provide legal review of all contract documents.
3. Make available City policies, regulations, guidelines, and records such as as-built information and geographically-referenced GIS maps, as available.
4. Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.
5. Coordinate communication among City staff and provide a unified guidance/direction to the Consultant.
6. Coordinate staff reviews.
7. Ensure that City staff members provide timely responses to questions and be available for any meetings requested by the Consultant. Meetings between City staff and the Consultant take place at the Oregon City Engineering and Operations Center, 13895 Fir Street, Oregon City, OR 97045.
8. Review and process Consultant's monthly payment requests.
9. Negotiate any contract amendments, as needed.
10. Perform other tasks as negotiated.



## **SECTION 3 – PROPOSAL FORMAT, EVALUATION, AND SELECTION**

### **3.1 Proposal Format**

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.4, Public Records.

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

### **3.2 Evaluation Criteria**

All proposals shall include the information identified in the following table and be presented in the order as indicated. The total number of pages for the proposal shall not exceed 8 pages, including the project schedule. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

| <b>CONTENT AND<br/>EVALUATION CRITERIA</b>                                    | <b>MAXIMUM<br/>SCORE</b> | <b>MAXIMUM<br/>PAGES</b> |
|-------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Proposer Qualifications Checklist                                          | Pass/Fail                | 4 **                     |
| 2. Introductory Letter                                                        | 10                       | 1                        |
| 3. Key Personnel Qualifications including<br>Team Experience Working Together | 35                       | 3                        |
| 4. Project Understanding and Approach                                         | 50                       | 3                        |
| 5. Project Schedule*                                                          | 5                        | 1                        |
| <b>Total Points</b>                                                           | <b>100</b>               | <b>8</b>                 |

\*A front cover and proposer qualification checklist are not counted in the page limit requirements. Each page shall be 8-1/2" x 11", unless otherwise noted. When using double-sided printing on 8-1/2" x 11" pages, each side of the page is

counted as one page. The Project Schedule shall not be included in the not to exceed 8 pages and should be one piece of paper 8.5" X 11", single sided.

\*\* Proposer Qualifications Checklist is not counted in total Points or number of proposal page limit.

### **3.3 Content of Proposal**

All proposals shall include the information identified below and be presented in the order as indicated. An explanation of each item appears immediately in the following sub-sections.

#### **3.3.1 Proposer Qualifications Checklist**

Provide a completed Proposer Qualifications Checklist in your proposal. See Attachment B for form. Attach an additional sheet if necessary.

#### **3.3.2 Introductory Letter**

The introductory letter shall include, but need not be limited to, the following information:

- Provide the following information for the project manager for the project and for the officer authorized to represent the Consultant in any correspondence, negotiations, and sign any contracts: name of the firm, signature, printed name, title, email, and telephone number.
- Provide a statement that the proposal is valid for ninety (90) days after the submission deadline.
- Brief statement of the proposer's understanding of the project and services to be performed.
- Brief statement that the cost to complete the RFP is at the proposer's expense.
- Brief statement on the proposer's opinion of the project scope of work compared to the funding available.
- Brief statement on the proposer's opinion of the proposed schedule for the project.
- Positive commitment to perform the requested services within the time period specified, including completing the project within the timeline in this RFP.
- Statement that the proposer accepts the terms and conditions contained in Attachment A City of Oregon Personal Services Agreement and Standard General Conditions, or identification of items of concern.

#### **3.3.3 Key Personnel Qualifications including Team Experience Working Together**

Provide a statement that portrays how the qualifications and experience of the Consultant's and subconsultant's key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the Project. The response should address the following:

- Project Principal: Provide statements outlining the experience and qualifications, relevant to the Project, of the person who would be directly responsible for oversight of the project. Identify any applicable registrations. Indicate the number, size and type of other projects that will be managed by this person during the time he or she would be managing this Project. Describe the project principals' approach to communicating with the City and leading a project of this size. Describe their ability to establish and maintain functional and productive working relationships, both with the client and key personnel working under them.
- Project Manager: Provide statements outlining the experience and qualifications, relevant to the Project, of the person who would be directly responsible for the Project on a day-to-day basis. Identify any applicable registrations. Indicate the number, size, and type of other projects that will be managed by this person during the time he or she would be managing this Project. Describe the project manager's approach to communicating with the City and leading a project of this size. Describe their ability to establish and maintain functional and productive working relationships, both with the client and key personnel working under them.

Provide details of three other similar projects that this project manager has recently successfully managed. Please include the following information for these projects: agency; agency contact name, title, email and phone number; project name and project costs for both design and construction.

- Key Personnel: This shall include the technical leads (water quality sciences, surface and groundwater quality, sediment quality, lab analysis, environmental permitting, water body modelling to predict pollutant load reductions, water chemistry and nutrient science, hydrology, all with an emphasis on seasonal blue green algal blooms in fresh water), as well as other key staff and/or subconsultants working on the Project. Provide statements outlining the experience of key personnel who would support and contribute to the Project until its completion. The summary shall include each team member's name, company, area of responsibility, expertise, experience, registrations and qualifications for this work, as well as experience in similar type projects.
- Team Experience Working Together: This shall include a summary of how the key personnel have worked together on past projects. A project matrix is encouraged showing the agency, project, how the personnel included in this project contributed to the project, and when the project occurred. A short project-by-project summary of how the teamwork resulted in a favorable result. The goal would be that the key personnel have worked as a team on at least three similar projects within the last three years. Note any elements of the team that would be working together for the first time.



### **3.3.4 Project Understanding and Approach**

- Project Understanding: Consultant shall include a summary of their understanding of the Project.
- Project Approach: Consultant shall provide responses to the following items to show their project approach:
  - Describe the approach and methodology of managing work tasks and coordination, sequence, and control of field and office operations to accomplish the work in a timely manner.
  - Indicate how the Consultant ensures internal project progress, quality control, and adherence to the schedule and budget.
  - Identify the Project Manager's approach to project communication and coordination during all phases and aspects of the project.
  - A step-by-step detailed description as to how the Proposer would approach the Project in order to minimize Project costs, provide services in a timely manner, and ensure Project quality.
  - An outline of the elements of the services to be performed in the stages and a schedule for the performance of the service elements.
- Scope of Work, Schedule and Budget: Include any additional response necessary to provide a complete response to the brief statements included in the Introductory Letter related to the proposer's opinion of the project scope of work compared to the funding available, and the proposer's opinion of the proposed schedule.
  - Based on Section 2.5, Scope of Professional Services and Responsibility, identify and provide details on any recommended additions or changes you would propose to the scope of work in order to provide a complete and successful project. These items should also appear in your project schedule.
  - Based on Section 2.3, Project Funding, identify and provide any additional feedback based on your understanding of the scope of work desired by the City and the funding available.
- Project Priorities: City staff have identified the following priorities for the project, provide details on how you will address these critical items:
  - Strong Project Management, including excellent communication.
  - Staffing and resource availability.
  - Permit agency and permit process familiarity.

To improve water quality in the Cove as soon as possible, as desired by public interest, there are several key components of this project to achieve this. Commencing a practical and informative water quality monitoring plan as soon as possible (in 2024) and (at the same time) drafting and discussing the universe of alternatives -using the data gathered to eliminate unfitting alternatives as soon as possible.

Provide a summary of how your proposed team would see a path forward to accelerate this work that provides an actionable water quality monitoring

data collection effort. From a Consultant perspective, what are the biggest challenges you see for the project and how will you address them?

### **3.3.5 Project Schedule**

Prepare a schedule for the Project, from consultant notice to proceed through to construction completion. The project schedule shall present a detailed work plan that describes how the Consultant will organize and conduct the Project by tasks, and shall include, but not be limited to, the content described in Section 2, Scope of Work.

If the Project can or cannot be completed in the timeframe noted under Section 2.4 Project Schedule, please show this in your schedule. The schedule should include targeted beginning and completion dates for each task.

The City anticipates awarding the design contract at the Urban Renewal Commission meeting on April 17, 2024. The project schedule included in the response to this RFP shall reflect this start date.

### **3.3.6 Detailed Consultant Scope and Fee Negotiations**

Proposers shall **NOT** indicate the cost or fees for this project. Consultant selection will be based on qualifications per OAR Division 48. It is anticipated that the consultant contract will be broken into two contract authorizations as follows (the same consultant will be hired for both):

- Data Review and Monitoring Plan Tasks A, B (Partial), C, and D
- Water Quality Monitoring, analysis and alternatives evaluation; Tasks B (Partial) E-G.

## **3.4 Selection of Consultant**

### **3.4.1 Selection Committee**

The City's Selection Committee, anticipated to include the Public Works Director, City Project Manager, a WES Staff, an Interested Community Member, and Urban Renewal Manager will review and recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. At this time, it is not anticipated that consultant interviews will occur prior to the final selection of a consultant. In the event that a decision cannot be made based on the information submitted, the City may opt to conduct consultant interviews.

### **3.4.2 Rejection or Acceptance of Proposals**

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and readvertise at the City's sole discretion.

### **3.4.3 Execution of Contract**

The total cost for the Consultant services contract will require approval by Oregon City Urban Renewal Commission. It is anticipated that the Consultant contract award will occur at the April 17, 2024, Oregon City Urban Renewal Commission meeting. In order for this to occur, the scope of work and fee will need to be finalized by April 9, 2024. In the event the scope of work is not ready by that time, the Consultant contract award would occur at the May 1, 2024 meeting. The contract should be signed by the Consultant within one (1) week of Urban Renewal Commission award of the contract.

### **3.4.4 Protest of Proposer Selection**

The City will post a Notice of Intent to Award on the City Bid Management System page at <https://bids.orcity.org/>. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City no later than seven (7) calendar days after the date the Intent to Award is issued. The City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 2:00 p.m. on the seventh (7<sup>th</sup>) calendar day after the date of issuance of the Intent to Award Letter.

Address protests to:

PROTEST OF AWARD OF RFP FOR Clackamette Cove Water Quality and Alternatives Evaluation Program (PS 24-003)

Attention: John Lewis  
City of Oregon City  
13985 Fir Street  
Oregon City, OR 97045

Protests not filed within the time specified above, or which fail to meet the requirements of OAR 137-048-0240(2), shall be rejected.

#### **Attachments:**

- A. City of Oregon City Personal Services Agreement and Standard General Conditions
- B. Proposer Qualifications Checklist
- C. Cove & Clackamas River Dredging Permit History Summary (2000-2020)
- D. 2008 Cove Access Channel Biological Assessment and Essential Fish Habitat Report
- E. 2005 Bathymetric Elevation Survey
- F. 2000 Clackamette Cove-Clackamas River Bank Stabilization Project Report



## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

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Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**6. Payment of Laborers; Payment of Taxes.**

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

**7. Subconsultants and Assignment.**

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

**10. Compliance With Applicable Law.**

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**EXHIBIT B**

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## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is



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

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally

delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

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person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

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