



# CITY OF OREGON CITY

## URBAN RENEWAL COMMISSION

### AGENDA

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Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, April 17, 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*

#### **EXECUTIVE SESSION OF THE URBAN RENEWAL COMMISSION:**

*The Executive Session will begin after the adjournment of the Urban Renewal Commission meeting and held prior to the 7:00 PM City Commission Regular Meeting.*

- *Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*

#### **6:00 PM - URBAN RENEWAL COMMISSION MEETING**

##### **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 Aquatic Insight for the Clackamette Cove Water Quality & Alternatives Evaluation Program

- [2.](#) Minutes of the August 16, 2023 Urban Renewal Commission
- [3.](#) Minutes of the September 12, 2023 Urban Renewal Commission
- [4.](#) Minutes of the March 06, 2024 Urban Renewal Commission Meeting

## 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 Commission  
**From:** Executive Director, Tony Konkol

**Agenda Date:** 04/17/2024

### **SUBJECT:**

Personal Services Agreement with Aquatic Insight for the Clackamette Cove Water Quality & Alternatives Evaluation Program

### **STAFF RECOMMENDATION:**

Award the contract and authorize the City Manager to execute the Contract Agreement with Aquatic Insight in the amount of \$181,040 for the resources and technical expertise required to complete the Clackamette Cove Water Quality & Alternatives Evaluation Program (PS 24-003) which includes assessing water quality concerns in Clackamette Cove, and developing alternatives to improve water quality for recreational use and future development of the Cove property.

### **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. The goal of this program is to evaluate the current conditions and provide recommendations for improving water quality conditions to support recreational use and aesthetic qualities.

### **BACKGROUND:**

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, 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.

On January 17, 2024, the draft scope of work was submitted to the Urban Renewal Commission for consideration. As follow-up to the January 17<sup>th</sup> a small stakeholder group meeting was held on January 30<sup>th</sup> to obtain any final feedback needed for the RFP.

A public advertisement requesting proposals was published in the Daily Journal of Commerce on March 8<sup>th</sup> and 11<sup>th</sup> and two proposals were submitted on March 26<sup>th</sup>. A five-person evaluation Team including City Manager Tony Konkol; Water Environment Services Deputy Assistant Director Ron Wierenga; Oregon City Public Works Director, John Lewis; Oregon City Water Quality Specialist Marcos Kubow, and Community stakeholder Doug DeHart met on April 3<sup>rd</sup> and reached a unanimous consensus to recommend Aquatic Insight for the project.

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. Aquatic Insight has attempted to estimate the fees needed to complete the work, recognizing that existing information and specifics of the final monitoring plan may result in more or less work. Scope of work that results in additional cost implications or time beyond the one year of service will be brought back to the URC for authorization.



**OPTIONS:**

1. Authorize the Executive Director to execute the Agreement.
2. Authorize the Executive Director 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: \$181,040

FY(s): 24/25 & 25/26

Funding Source(s): 270-160-6001

**CITY OF OREGON CITY URBAN RENEWAL AGENCY (URA)  
PERSONAL SERVICES AGREEMENT**

**CLACKAMETTE COVE WATER QUALITY & ALTERNATIVES EVALUATION PROGRAM  
(PS 24-003)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY URBAN RENEWAL AGENCY ("URA") and **AQUATIC INSIGHT, LLC** ("Consultant").

**RECITALS**

- A. URA 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 URA 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 **April 17, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URA'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.** URA agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one-hundred eighty-one thousand, forty dollars and zero cents (\$181,040.00)**.
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 Oregon City URA 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 CITY OF OREGON CITY URBAN RENEWAL  
AGENCY:

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

To Consultant:

AQUATIC INSIGHT, LLC  
4207 SE Woodstock Blvd #535  
Portland, OR 97206  
Attention: Mark Rosenkranz, Owner/Manager

Consultant shall be responsible for providing the URA 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 17th day of April, 2024.

CITY OF OREGON CITY URBAN RENEWAL  
AGENCY

**AQUATIC INSIGHT, LLC**

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

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

Name: John M. Lewis, P.E

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

Title: Public Works Director

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

DATED: \_\_\_\_\_, 2024.

DATED: \_\_\_\_\_, 2024.

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

ORIGINAL URBAN RENEWAL APPROVAL (IF  
APPLICABLE):

Name: Anthony J. Konkol III

DATE: April 17, 2024

Title: Urban Renewal Executive Director

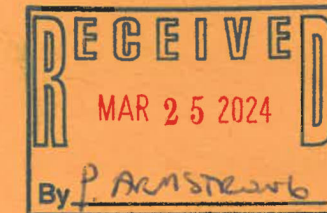
DATED: \_\_\_\_\_, 2024.

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Urban Renewal Agency Attorney

Aquatic Insight LLC  
4207 SE Woodstock Blvd #535  
Portland OR 97206

Item #1.



8:50 AM

**SEALED PROPOSAL – Due at 2:00 p.m.  
on Tuesday March 26, 2024**

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

**Project PS 24-003  
Attention: John Lewis**



Item #1.



# Proposal for Clackamette Cove Water Quality & Alternatives Evaluation Program

RFP # PS 24-003 | March 26, 2024

Prepared for:  
Oregon City Urban Renewal Agency through  
the Public Works Department

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### PROPOSER QUALIFICATIONS CHECKLIST

CRITERIA:	RESPONSES:
<b>A. Addenda.</b> The undersigned has received the following Addenda:	CHECK ONE <input checked="" type="checkbox"/> None <input type="checkbox"/> Addenda _____ through _____
<b>B. Resident Bidder Status.</b> The undersigned certifies that their resident bidder status is as indicated at right.  “Resident Bidder” means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid and has a business address in Oregon. Nonresident bidders will not be precluded from performing work for the City.	CHECK ONE <input checked="" type="checkbox"/> Resident Bidder <input type="checkbox"/> Nonresident Bidder
<b>C. Business Licenses.</b> The undersigned certifies that their Oregon City business license status is as indicated at right.	CHECK ONE <input checked="" type="checkbox"/> Proposer is in possession of a current City of Oregon City business license. License # <u>9493</u> <input type="checkbox"/> Proposer will apply for and obtain an Oregon City business license if selected for this project.
<b>D. Certification of Non-Discrimination (ORS 279A.110).</b> The undersigned affirms at right that it shall not discriminate against minority, women, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, when obtaining subcontracts for any work performed for the City.	CHECK ONE <input checked="" type="checkbox"/> Yes (affirms) <input type="checkbox"/> No (does not affirm)
<b>E. Insurance.</b> The undersigned certifies at right by checking Yes or No that it either has in effect or can obtain the insurance coverage required by the City (described in the attached, Standard Conditions to the Oregon City Personal Services Agreement) if selected for this project. <i>(Note: Please do</i>	CHECK ONE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (explain)

Proposer Qualifications Checklist

Page 1 of 3

**ATTACHMENT B**



<p><i>not submit certificates of insurance with the proposal).</i></p> <p>Additionally, if selected, the undersigned agrees by checking Yes or No at right that it shall also ensure that certificates of insurance name the City, its officials, employees, and agents, as additional insureds (except workers' compensation, professional liability, and professional errors and omissions policies). Instruct insurance providers to include the project name and number Clackamette Cove Water Quality &amp; Alternatives Evaluation Program (PS 24-003) within the Description box on the certificate of insurance.</p> <p>If undersigned is unable to provide coverage as described in the aforementioned Standard Conditions to the Personal Services Agreement, proposer shall check the <u>NO</u> box at right and describe the insurance coverage that can be provided and why the City's preferred coverage cannot be provided. Explain what your proposed alternative terms and conditions would be in lieu of the terms and conditions the City has identified.</p>	<p>See "<u>Attachment Note</u>" at end of checklist.</p>
<p><b>F. Authorized Representatives.</b> The person or persons authorized to represent the consultant in any negotiations and sign any contract that may result (at the time of proposal submittal) are listed at right.</p>	<p>Mark Rosenkranz Name</p> <p>Owner</p> <p>Title</p> <p><a href="mailto:mark@aquaticinsight.com">mark@aquaticinsight.com</a> 503-515-7864 Email / Phone</p> <p>Name</p> <p>Title</p> <p>Email / Phone</p> <p>See "<u>Attachment Note</u>" at end of checklist.</p>

**Proposer Qualifications Checklist**  
Page 2 of 3

**ATTACHMENT B**



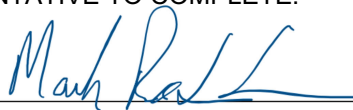


<p><b>G. Litigation.</b> The undersigned certifies by checking either No or Yes at right whether the proposer has not or has been a party to any litigation including but not limited to any bankruptcy settlements or unpaid judgments against the firm or its principals and whether or not any previous contracts for the proposer have been defaulted on and/or terminated. If the YES box is checked, list the type of litigation along with the settlement year. Additionally, explain the reasons for any defaults and/or terminations.</p>	<p style="text-align: center;">CHECK ONE</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (explain)</p> <hr/> <hr/> <p>See "<u>Attachment Note</u>" at end of checklist.</p>
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The undersigned authorized representative certifies, to the best of the signer's knowledge, that the information provided above is true to the best of the signer's knowledge.

**AUTHORIZED REPRESENTATIVE TO COMPLETE:**

Signature



Name

Mark Rosenkranz

Title

Owner, Manager

Business Name

Aquatic Insight LLC

Mailing Address

4207 SE Woodstock Blvd #535, Portland OR 97206

Telephone Number

503-515-7864

Email

mark@aquaticinsight.com

Attachment Note: Attach a separate sheet if more space is needed to explain any responses or to add additional Authorized Representatives. One additional sheet with requested information is allowed and will not exceed page count limits.

**Proposer Qualifications Checklist**

Page 3 of 3

**ATTACHMENT B**



March 26th, 2024

John Lewis, PE  
Public Works Director  
City of Oregon City  
13985 Fir Street  
Oregon City, OR 97045

Dear Mr. Lewis,

The foresight and passion the Oregon City Urban Renewal Agency (City) shows for its community and environment is clearly displayed with this Project. Aquatic Insight LLC (AI) is dedicated to supporting the City's goal of improving the water quality in Clackamette Cove for the benefit of your growing community. This is why we are submitting our qualifications in response to the City's RFP for Clackamette Cove Water Quality & Alternatives Evaluation Program, RFP: PS 24-003. The AI team is committed to providing the City with the resources and technical expertise required to successfully execute this project.

We have assembled a team with a proven work history in the Clackamas Basin and broader region on lake management and water resource projects. We are a local team of regionally and nationally recognized leaders that are responsive and geographically knowledgeable, which gives the City a reliable and expert partner.

**This proposal is valid for ninety (90) days after the submission deadline.**

**Project Understanding:** We understand the City would like a consultant to assess water quality conditions in Clackamette Cove with a goal of developing alternatives to improve water quality for recreational use and future development. This includes reviewing past reports and data on the Cove and River, including groundwater, surface water and land use. This information will be analyzed and data gaps identified to inform a monitoring plan to fill those gaps. Once this supplemental data is collected and analyzed an alternatives analysis will be conducted with recommendations for improving water quality in the Cove.

**This proposal is being completed at the expense of Aquatic Insight and its subconsultants.**

**Aquatic Insight believes the available funding is adequate for the proposed scope of work.**

**Opinion about the proposed schedule:** We believe the monitoring should begin before July 2024, at least with basic water quality parameters to track stratification and nutrient levels from the surface and near the bottom. More extensive sampling can be added later once the water quality monitoring plan is developed and approved, but nutrients at the epilimnion and hypolimnion and a sonde vertical profile at the deepest location in the Cove should be included in any WQ monitoring plan. We recommend installing a pressure transducer to measure the water level in the Cove as it recedes during summer. This will inform any water budget and provide a more accurate prediction of water movement between the River and the Cove.

**Aquatic Insight is committed to perform the tasks included in this proposal within the RFP schedule.**

**Aquatic Insight accepts the terms and conditions contained in attachment A: City of Oregon Personal Services Agreement and Standard General Conditions.**

If you have any questions regarding our proposal, please feel free to reach out to our primary point of contact, Mark Rosenkranz, at (503) 515-7864 or by email at mark@aquaticinsight.com. We thank you for your consideration.

Respectfully,



Mark Rosenkranz  
Owner and Manager  
Aquatic Insight, LLC  
mark@aquaticinsight.com  
503-515-7864



# Key Personnel Qualifications & Team Experience Working Together

We have assembled an efficient and specialized team with years of experience in the region completing similar water quality projects. This includes projects in the Clackamas River Basin, on nearby urban lakes, and specifically addressing nutrient loading impacts on urban waterbodies. We believe our team is uniquely qualified to carry out the RFP tasks in a timely and financially prudent manner. Our team includes the following firms.

## Project Manager

**Mark Rosenkranz (Limnologist, MS Environmental Management, Certified Lake Manager)** will be Principal and Project Manager in addition to water quality data collection and analysis. He has over 25 years of experience leading projects as an applied limnologist focusing on nutrient source tracking and management, lake and watershed sampling and analysis, and the design and implementation of phosphorus reduction techniques. This experience will be directly applicable to the Clackamette Cove Project as we determine the best way to improve water quality for this valuable resource.

Mark has a collaborative style that involves regular communication. He has met many of the personnel that will be involved in this project and is looking forward to working with them. We anticipate brief weekly check-in meetings and more formal monthly meetings to ensure we are all on track with the project schedule and goals. We emphasize listening and giving space for multiple viewpoints during a project so we are not working in a vacuum; key for a project as important to the City and community as Clackamette Cove.

## Related Projects

**Oswego Lake Phosphorus Reduction Program, Lake Oswego Corporation, Lake Oswego, Oregon.** Jeff Ward | Lake Manager | [jeff.ward@lakecorp.com](mailto:jeff.ward@lakecorp.com) | 503-686-5909 | Ongoing budget of \$170,000

Oswego Lake is a 415-acre urban waterbody surrounded by the City of Lake Oswego. It is an important resource for lakeside residents and provides significant ecosystem services for the surrounding community. The lake has a history of summer cyanobacteria blooms and historically these were treated with copper sulfate, which was only a temporary fix and did not solve the underlying problem that led to blooms. Later a hypolimnetic aeration system was installed to reduce phosphorus releases from the sediment, but that still did not reduce cyanobacteria blooms.

Mark became involved the first year after aeration was installed and identified external phosphorus loads as the major contributor to cyanobacteria blooms. He developed an alum injection and surface application program to target these inputs. In the 16 years since its inception there have been adjustments and improvements, but the result has been a healthy lake with a more diverse phytoplankton population and greatly reduced cyanobacteria activity.

**Oswego Lake Dredge, Lake Oswego Corporation, Lake Oswego, OR.** Jeff Ward | Lake Manager | [jeff.ward@lakecorp.com](mailto:jeff.ward@lakecorp.com) | 503-686-5909 | Total cost nearly \$1M

Project manager for a large dredge project that removed over 30,000 cubic yards of material deposited from the urban watershed. Mark coordinated sediment sampling for constituents of concern, submitted a joint permit application to U.S. Army Corps of Engineers (USACE) and Oregon Department of Environmental Quality (DEQ), worked with contractors to determine the best method to access the lake and dispose material, coordinated with contractors working on other lake projects to opportunistically remove more material than originally thought possible, and wrote the final report submitted to USACE. The result was improved water quality from the removal of high phosphorus sediment and better boating and swimming access due to increased depth.

**Beaver Lake Nutrient Monitoring and Cyanobacteria Testing, Beaver Lake Owners Assn. Clackamas County, OR.** Dan Sweeney | Beaver Lake HOA WQ Committee | [sweeneydh@gmail.com](mailto:sweeneydh@gmail.com) | 503-631-2015 | annual budget \$25,000

Mark was asked to evaluate current management practices and suggest modifications that would improve conditions to a lake with a history of cyanobacteria blooms. This involved creating a sampling plan and using the data to track seasonal nutrient and phytoplankton dynamics. Ongoing monitoring is used to track the efficacy of BMPs in an effort to reduce cyanobacteria dominance and thus provide healthy recreational opportunities for residents.



## Rob Annear, PE, PhD (AWR)

### Modeling Lead

Rob will be technical lead for any potential flow modeling between the river and Cove. Rob has over 25 years of experience working in the Clackamas River basin, including water quality modeling of the Lower Clackamas River and building a preliminary 2-D hydrodynamic and temperature model of Clackamette Cove (CE-QUAL-W2). AWR brings extensive water quality experience in this basin to the project.

Annear Water Resources, LLC (AWR) is a COBID certified firm that focuses on water resources engineering solutions to balance the competing demands between the built and natural environments. We help clients with environmental permitting; lake management, planning and plan implementation; field monitoring program development and implementation; nutrient management; pollutant load modeling; hydraulic modeling; and hydrodynamic and water quality modeling to support design alternative analyses. We have assisted clients with the development of Quality Assurance Project Plans (QAPPs) for field monitoring, conducting field monitoring, and data analysis and interpretation.

## Related Projects

**Source Water Assessment Plan (SWAP), Clackamas River Water Providers (CRWP), Oregon, Project Manager.** Kim Swan | Water Resource Manager | Clackamas River Water Providers | [kims@clackamasproviders.org](mailto:kims@clackamasproviders.org) | (503) 723-3510

The CRWP received a grant from the USDA-NRCS to develop a source water assessment for five sub basins in the Clackamas River watershed where the predominant land use is agriculture. The SWAP characterized these sub-basins and source area conditions, identified contaminants of concern, assessed BMPs and conservation approaches for protecting source water areas, and outlined outreach strategies for working with agricultural producers. The SWAP also identified opportunities to work on the ground with agricultural producers to receive federal Farm Bill funding to implement measures.

**Lower Clackamas River, Clackamas River Water Providers, Oregon, Senior Modeler.** Kim Swan | Water Resource Manager | Clackamas River Water Providers | [kims@clackamasproviders.org](mailto:kims@clackamasproviders.org) | (503) 723-3510 Developed and upgraded a 2-D hydrodynamic and water quality model (CE-QUAL-W2) of the Lower Clackamas River, expanding the simulation time period from originally two summers to six and then eight years. Included additional model enhancements for regulatory compliance analyses. Developed management scenarios to investigate the impact of water withdrawals on the flow regime and temperature in the river.

## Brad Bessinger, PhD, Registered Geologist

### Groundwater Modeling Lead

Brad will be the technical lead for groundwater modeling and environmental chemistry. Dr. Bessinger specializes in environmental chemistry and the analysis of fate and transport of arsenic, metals, radionuclides, and organic contaminants in the environment. His expertise includes designing and conducting contaminant fate and transport studies, environmental forensics investigations, and water quality assessments.

Summit Water Resources, LLC, (Summit) was founded to provide groundwater supply, water resource management, and geochemistry consulting to municipal, agricultural, and industrial clients in the Pacific Northwest. The firm is comprised of technical professionals with exceptional knowledge of regional hydrogeology and environmental issues. Areas of expertise include groundwater supply, geochemistry, aquifer storage and recovery (ASR), water supply planning, and strategic water right management. Summit routinely conducts contaminant fate and transport evaluations in support of remedial investigations, feasibility studies, and litigation.

## Related Projects

**Radionuclide Fate and Transport Modeling, Former Landfill, Missouri.** Predicted the mobility of radionuclides in uranium processing wastes in a solid waste landfill. Conducted laboratory evaluations and developed a reactive transport model. Evaluated the effectiveness of monitored natural attenuation in preventing groundwater radionuclide migration to a nearby river. Prepared a summary report for submission to the U.S. Environmental Protection Agency (US EPA).

**Manganese Groundwater Plume Evaluation, Sawmill Facility, Oregon.** Conducted a geochemical investigation to determine impacts of a dissolved manganese plume on ecological receptors in riverine sediment downgradient of an industrial site. Manganese concentrations in sediment pore water were demonstrated to be within the natural range, resulting in the suspension of site regulatory activities.



## Team Collaboration

- AI and AWR are working on the Lacamas, Fallen Leaf and Round Lakes, Lake Cyanobacteria Lake Management Plan Implementation for the City of Camas, Washington.
- AI and AWR worked on the Tualatin River Drinking Water Source Area Impoundment Identification and Prioritization Project for the Joint Water Commission and the Tualatin River Watershed Council, Oregon
- AI and AWR are working on developing a Source Water Assessment Plan for the Joint Water Commission, Oregon
- AWR is working with Summit on a project in Lake County, Oregon where we are assisting a client with a water rights application.
- AWR is working with Summit on a project in Central Oregon, focused on instream water rights in the Deschutes River Basin.
- AWR is working with Summit on a project to introduce Aquifer Storage and Recovery as a thermal mitigation strategy to present to Oregon Department of Environmental Quality on behalf of a local municipality in the Portland metropolitan region.

## Why Choose the Aquatic Insight Team

- **Agile, Efficient and Diverse:** We are a highly experienced and concise, yet diverse expertise team dedicated to this Project and able to provide a very cost competitive Project execution to meet the City's goals.
- **Extensive Local Experience:** We have over 20 years of experience in the Clackamas Basin including existing data resources and past studies, data partners, stakeholders and community engagement, and we can leverage these relationships to build partnerships, as the need arises.
- **Responsive:** We are local and can mobilize quickly for cost-effectively executing the monitoring program and holding face to face meetings.
- **Tailored Solutions:** Our extensive experience in lake and water quality management, locally and across the Pacific Northwest has allowed us to work on a diversity of project and we can leverage this experience and methods to tailor the monitoring plan, data analysis and alternatives analysis to the Project goals for Clackamette Cove.



# Understanding and Approach

## Project Understanding

Clackamette Cove is a 38-acre lake adjacent the Clackamas River near the confluence of the Willamette River. The Oregon City Urban Renewal Agency (City) is considering additional development opportunities around the lake, including recreational uses, residential and commercial development to maximize the utility of Clackamette Cove to residents. As result, there is a keen interest in understanding the causes of past algal blooms, including Harmful Algal Blooms (HABs) to guide alternatives for improving lake water quality.

Although technically Clackamette Cove is not a lake, it acts like a lake during summer due to the limited hydraulic connectivity to the river during low water periods. As a lake it may stratify and experience internal phosphorus loading from the sediment, particularly in light of historic fish rearing and stormwater activity. This can be compounded by nutrients entering the Cove from the river so it will be important to determine the source of nutrients that feed cyanobacteria blooms. During winter there may be significant stormwater flow that enters the Cove, and although winter is typically outside the algae growing season, nutrients introduced during the winter can affect water quality during the summer.

Note, there is a small discrepancy between the scope of work outlined in RFP Section 2.4 “Project Schedule” and the scope laid out in Section 2.5 “Scope of Professional Services and Responsibility.” Our proposed approach is designed to address the intent of the schedule and the detailed scope requested.

## Project Approach

The goal for this project is to evaluate current conditions and provide recommendations for improving water quality conditions to support recreational use and aesthetic qualities. To achieve this, we have assembled a team of specialists that bring years of experience conducting similar projects. We have worked together on other projects and have a collaborative process that involves frequent communication and progress updates ensuring the project stays on track and meets project goals.

The Project has three discrete phases that can work in parallel. Phase 1 focuses on Project Management and Stakeholder Involvement throughout the project duration; Phase 2 is focused on the Data Compilation and Review and Developing the Water Quality Modeling Plan; and Phase 3 focuses on Water Quality Data Interpretation and Alternatives Analysis.

Groundwater and surface water data will be evaluated early to inform the monitoring plan, and developing a conceptual model (a conceptual understanding of the lake interactions and processes) will suggest additional data collection that would enhance our understanding of lake flushing.

## Scope of Work, Schedule, Budget Comments

### Phase 1

#### Task A – Project Management

Mark Rosenkranz will be project lead will coordinate with the City and team throughout the project to ensure we are on schedule and meeting the goals of the project. This will include monthly formal updates and regular check-ins as new information is gathered. A kickoff meeting will be conducted in the first week once under contract to review the scope, schedule, deliverables and any initial data requests to get the team underway.

Deliverables are reviewed by at least two team members prior to submission to the City. If problems arise during any phase of the project the City Project Manager will be notified and any adjustments to the schedule will be discussed. Regular email updates will be sent to the City Project Manager, and monthly team meetings will be used to review progress and findings.

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

While the City will be coordinating public involvement and outreach, we will support their efforts with graphical content for a brochure and website, in addition to graphics illustrating project findings and results. The team will attend four public meetings and provide material for those meetings.





## Phase 2

### Task C – Data Compilation and Review

Existing data will be reviewed to inform the monitoring plan and conceptual model of nutrient loading. This will include previous water quality studies, reports, data on the river and Cove, and historic watershed activities that may affect water quality in the Cove. Findings from the review will be shared with the City before Task D is undertaken. This task will also include reviewing infrastructure maps, development plans, groundwater data, river flow and water quality data, landfill information, stormwater data and other information that may shed light on potential pollutant sources to the lake and inform cause and effects in the Cove. Studies of similar systems, like the Ross Island Lagoon, will be reviewed for insight on how others have approached similar water quality impairments. This will also be an opportunity to identify appropriate alternatives for water quality improvement, paring the list of likely candidates to those that need further analysis.

### Task D – Water Quality Monitoring Plan

After data review, a monitoring plan will be developed to improve the Cove conceptual model and fill key data gaps. This will be presented to the City for review, and may include sampling the river and watershed in addition to the Cove. Ideally this will be completed by the end of May so that sampling can begin in June.

A specific outcome from the plan is a nutrient budget that quantifies phosphorus and nitrogen fluxes between the Cove and river, including inputs from the watershed. Initial data review will provide insight on the groundwater component entering the Cove, and the monitoring plan will target these areas for additional sampling, both for nutrients and potential pollutants of concern. Specific sampling and hydrodynamic modeling will fill gaps in knowledge about: water flow between the Cove and river, groundwater intrusions, stratification, tidal influence, and the potential to enhance flushing.

### Task E – Water Quality Monitoring

Monitoring should start in early June to capture early season changes in the phytoplankton population and how the Cove is thermally stratifying. Monitoring will continue to March 2025 so winter conditions can be analyzed. Summer sampling (June-Sept) will take place every two weeks and winter sampling (Oct-March) will occur monthly. Sediment sampling will be a one-time event and can take place when weather and Cove conditions favor an intact sample.

Data quality will be maintained by collecting blanks and duplicate samples, calibrating the equipment, and following best practices for sample handling. A quality control plan will be included in the monitoring plan. We will work with the Clackamas WES lab to coordinate sample analysis as available.

Once data from the field monitoring program is available and reviewed we will revisit the Cove conceptual model, including assumptions in the original data review and monitoring plan to assess if adjustments in the monitoring program are needed.

Electronic copies of field data, laboratory analyses, and field notes will be provided to the City. A brief technical memorandum will be developed to summarize the water quality monitoring program. An outline of the memorandum will be provided early in this task and updated as data is collected.

The existing CE-QUAL-W2 model (2-D hydrodynamic and water temperature) of the Lower Clackamas River will be updated using the bathymetry data collected in 2005, providing a more accurate representation of the Cove. The updated model will be used with existing monitoring data on the Clackamas River and data collected in Task E to simulate the hydrodynamic water exchange between the river the Cove during the monitoring time period. This would provide significant insights into the lake dynamics in the Cove during summer, and tidal influence by the Willamette River.

## Phase 3

### Task F – Water Quality Data Interpretation

Quality assurance and quality control checks will be performed as data is collected and preliminary data interpretation will occur regularly to ensure high quality data, inform whether adjustments are needed to the monitoring program and to update our understanding of processes within the Cove. We will also be taking advantage of other already existing monitoring programs in the Clackamas River, such as flow and water quality data from the U.S. Geological Survey, Oregon Department of Environmental Quality, Oregon Department of Agriculture, Clackamas County WES, and the members of the Clackamas River Water Providers – all programs we are already intimately familiar with.

The data collected will be summarized in the technical memorandum outlined above. The analysis will compare results to water quality standards and other data sources (where appropriate), develop statistical and graphical summaries to



illustrate the changing water quality conditions in the Cove over the year, and consider possible causes for these conditions. Additionally, we will consider developing water, phosphorous and nitrogen budgets, and simple Vollenweider and Nürnberg models to better understand the Cove trophic status and inform lake management alternatives. These tools will develop our understanding of water quality constituent loading to the Cove from internal and external sources and how the local hydraulic connection to the Clackamas River impacts the loading and summer conditions.

A summary of the data interpretation results will be shared with the City first via a presentation and meeting, followed by a draft technical memorandum for review and feedback. A final draft of the technical memorandum will address comments from the City.

### Task G – Alternatives Analysis

Based on the results of the previous tasks we will evaluate various alternatives to improve water quality in the Cove while also keeping in mind the community and development goals of the City. This process will include an initial screening of cost effective alternatives for reducing nutrients and pollutants in the Cove in the short term, and look at long-term projects to create a sustainable long term solution. The strategies may include internal and external load reduction, lake treatment, and physical and programmatic best management practices. Nutrient budgets and if possible, Vollenweider and Nürnberg models will help evaluate how effective various strategies will be in “moving the needle” in improving lake water quality.

Once the initial screening is complete these will be shared with the City to identify additional criteria that may be important to the community. The alternatives will be presented in a matrix with benefits, drawbacks, implementation and then operations and maintenance considerations, and high-level cost estimates. Once presented to the City, the alternatives can be refined and shared with a broad community of stakeholders. Based on community and City feedback we will refine the list of alternative strategies and make recommendations for short, medium/interim and long-term strategies.

This analysis will be documented in a draft technical memorandum for the City including flushing out the preferred alternatives with conceptual designs and planning-level capital and operations and maintenance cost estimates. The draft memorandum will then undergo two rounds of review with the City

## Assumptions

- There is a digital version of Cove bathymetry that can be used for modeling
- We will have access to the decommissioned boathouse for staging equipment and storing a boat during low water periods

## Challenges

This project has a tight schedule, with sampling initiated well into the phytoplankton growing season. In order to collect important early-season data we will work with the City to establish priority sampling locations and parameters soon after the contract is signed. This will dovetail into broader sampling as part of the accepted monitoring plan.

The water level in the summer may be too low for a boat to navigate between the river and Cove. We will work with the City to see if we can store a boat in the decommissioned boathouse within the Cove.

## Project Priorities

Mark Rosenkranz has over 20 years experience managing lake improvement projects and has worked extensively with lakes managed by homeowner associations. Due to the shifting membership of HOA Boards and members, it is necessary to communicate often about the current status of their lake and how safe it is for swimming and boating. Because of the rotating leadership and membership, it is necessary to communicate often and be able to clearly explain lake ecology using language understandable by those not familiar with the science. This often leads to broader discussions about what homeowners can do to improve water quality conditions.

Our team has local, dedicated staff to execute and complete this project. Each of the firms has additional staff, not featured in this proposal that can be brought to bear to support this project or to ensure other projects can be offloaded so dedicated staff to this project can stay focused on the Project goals.

Our team members have considerable experience working with permitting agencies, including USACE, DEQ, Oregon Water Resources Department, Division of State Lands, among others. We have experience supporting clients with permitting whether it is Section 408 or Section 401 of Clean Water Act, stormwater permitting, lake treatment permitting, NPDES permitting and more.







# Schedule

Milestone	Assigned to	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May
Phase 1 Task A - Project Management															
Contract Award	AI	✓													
Kickoff Meeting	AI, AWR, Summit	✓													
Check-in Meetings	AI, AWR, Summit			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Administration	AI														
Task B - Stakeholder Involvement and Public Outreach															
Meeting Attendance TBD	AI	Four meetings during contract period													
Brochure Content	AI, AWR, Summit	Timing to be determined													
Web Content	AI, AWR, Summit	Timing to be determined													
Phase 2 Task C - Data Compilation and Review															
Review Groundwater Data	AWR, Summit														
Review Existing River Model	AWR, Summit														
Review Existing WQ Data	AWR, AI														
Task D - Water Quality Monitoring Plan															
Cove Sampling Plan	AI, AWR, Summit		✓	Ideally the sampling plan will be adopted to allow for June sampling.											
Stormwater Sampling Plan	AI, AWR, Summit		✓												
River Sampling Plan	AI, AWR, Summit		✓												
Task E - Water Quality Monitoring															
Data Collection	AI			✓✓	✓✓	✓✓	✓✓	✓	✓	✓	✓	✓	✓	✓	
Hydrodamic Model Update	AWR														
Phase 3 Task F - Water Quality Data Interpretation															
Data Analysis	AI, AWR, Summit														
Task G - Alternatives Analysis and Evaluation															
Alternatives Development	AI, AWR, Summit														

Project schedule showing tasks in green and milestones as brown checks. Sampling is shown as twice a month during the summer and once a month during winter. Check-in meetings are shown as monthly. Items in task B do not have a defined date but will be determined as the project moves forward.

While we believe the budget range presented is adequate for the proposed scope of work, we would suggest moving up the monitoring by one month to early June to capture conditions before the phytoplankton bloom season begins. We are prepared to start in earnest to make this happen. This would require early adoption of a monitoring plan and mobilization of the sampling team. As mentioned previously, a base level of monitoring could be initiated prior to the adoption of the full monitoring plan.

**STANDARD CONDITIONS TO URBAN RENEWAL AGENCY (“URA”)  
PERSONAL SERVICES AGREEMENT**

Item #1.

1. Consultant Identification. Consultant shall furnish to URA its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant’s social security number, as URA 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) URA agrees to pay Consultant within thirty (30) days after receipt of Consultant’s itemized statement. Amounts disputed by URA may be withheld pending settlement.

(c) URA 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) URA shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall URA pay Consultant any fees or costs that URA 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 URA 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 URA or Metro business licenses as per Oregon URA 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 URA 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 URA 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. URA and

**STANDARD CONDITIONS TO URBAN RENEWAL AGENCY (“URA”)  
PERSONAL SERVICES AGREEMENT**

Item #1.

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 URA 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 URA 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 URA 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 URA. The URA, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

**8. Access to Records.** URA 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 URA. 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 URA 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 URA 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 URA, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to URA. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of URA.

**10. Compliance With Applicable Law.**

**STANDARD CONDITIONS TO URBAN RENEWAL AGENCY ("URA")  
PERSONAL SERVICES AGREEMENT**

Item #1.

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 URA'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 URA, 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 URA. 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 URA 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 URA as an additional insured, with the stipulation that this insurance, as to the interest of URA, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide URA 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 URA 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 URA 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 URA. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

**STANDARD CONDITIONS TO URBAN RENEWAL AGENCY ("URA")  
PERSONAL SERVICES AGREEMENT**

Item #1.

14. Legal Expenses. In the event legal action is brought by URA 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 URA of Oregon URA 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 URA 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 URA 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 URA. Consultant shall furnish URA, 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 URA, but shall remain with Consultant. Copies as requested shall be provided free of cost to URA.

23. URA's Responsibilities. URA shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. URA 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

**STANDARD CONDITIONS TO URBAN RENEWAL AGENCY ("URA")  
PERSONAL SERVICES AGREEMENT**

Item #1.

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 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.

Task	Description	Start Date	End Date	Budget
A	Project Management			\$ 24,535
A-1	General Project Management	Apr-24	May-25	
A-2	Kickoff meeting, includes prep	Apr-24	May-24	
A-3	Administration	Apr-24	May-25	
A-4	Monthly Reports and Invoices	Apr-24	May-25	
B	Stakeholder Involvement and Public Outreach	Jun-24	May-25	\$ 17,700
B-1	Meeting Attendance	Apr-24	May-25	
B-2	Brochure	Apr-24	May-25	
B-3	Web Content	Apr-24	May-25	
C	Data Compilation and Review	May-24	Jun-24	\$ 15,610
C-1	Review Groundwater Data (estimate based on initial scope)	May-24	Jun-24	
C-2	Review Existing River Model	May-24	Jun-24	
C-3	Review existing WQ Data	May-24	Jun-24	
D	Water Quality Monitoring Plan	May-24	Jun-24	\$ 12,800
D-1	Draft Cove Sampling Plan	May-24	Jun-24	
D-2	Draft Groundwater Sampling Plan	May-24	Jun-24	
D-3	Draft River Sampling Plan	Jun-24	Jun-24	
D-4	Presentation		Jun-24	
D-5	Final Sampling Plan		Jun-24	
E	Water Quality Monitoring	Jul-24	Mar-25	\$ 69,145
E-1	Initial Field Work - Sample river and cove for nutrients every two weeks	May-24	Jun-24	
E-2	Regular Field Work - Sample river and cove following Monitoring Plan	Jul-24	Mar-25	
E-3	Sediment sampling for nutrients and pollutants (estimate)	Jul-24	Sep-24	
E-4	CE-QUAL-W2 modeling	May-24	Oct-24	
F	Water Quality Data Interpretation	Nov-24	Mar-25	\$ 20,025
F-1	Data interpretation			
F-2	Presentation			
F-3	Draft TM			
F-4	Final TM			
G	Alternatives Evaluation	Nov-24	Mar-25	\$ 21,225
G-1	Evaluate Options			
G-2	Presentation			
G-3	Draft 1 TM			
G-4	Draft 2 TM			
G-5	Final TM			

Total	\$ 181,040
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Notes:

C-1 Geology desktop review is an estimation based on available data. Additional effort may be required after further analysis

E-1 Inital field work in May and June will be in the Cove and River sampling and profiling every two weeks.

E-2 Regular field work fom July to March 2025 will include any additional sampling recommended from the Sampling Plan

E-3 Sediment Sampling cost is an estimate based on phosphorus analysis for the top 10 cm. and pollutant evaluations from the DEQ River Sediment Evaluation Framework Panel

E-4 Modeling project uses the existing CE-QUAL-W2 model for flow and temperature. A water quality model can be produced if desired at additional cost.

Mark Rosenkranz				Rob Annear				Brad Bessinger
Limnology and Project Mgmt.				Modeling and Data Analysis				Geology
Aquatic Insight LLC				Annear Water Resources LLC				Summit
Mark -Tech	Mark-Field	Mark-Travel	AI Invoicing	Rob-Senior	Rob-Tech	Assistant	AWR Invoicing	Brad
\$175	\$130	\$90	\$70	\$200	\$175	\$125	\$70	\$275





**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**

**PS 24-003**

**Proposals Due:  
March 26, 2024  
at 2:00 p.m.**

Issuance Date: March 8, 2024

**LATE PROPOSALS WILL NOT BE ACCEPTED**



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## **SECTION 1 – GENERAL INFORMATION**

### **1.1 Advertisement**

The City of Oregon City Urban Renewal Agency (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 Tuesday, March 26, 2024.**

Solicitation documents may be obtained from the City's online plan center free of charge at <https://bids.orcity.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.

PUBLISH: Daily Journal of Commerce  
March 8, 2024 & March 11, 2024

John M. Lewis, PE.  
Public Works Director

## 1.2 RFP Schedule

RFP Released	March 8, 2024
Proposal Due	March 26, 2024 @ 2 p.m.
Staff Review of Proposals	March 27th – April 4 <sup>th</sup> , 2024
Contract Negotiations	April 5 <sup>th</sup> – April 9 <sup>th</sup> , 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 Tuesday, March 26, 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 Tuesday March 26, 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 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 Urban Renewal Agency (City) 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

The scope and fee will be negotiated and may ultimately be determined and authorized in seasonal allocations as the City's Urban Renewal Commission is interested in seasonal check-in meetings and work authorizations as information is learned.

## 2.4 Project Schedule

**Kick-off Meeting** \* May 2024

### Task B

Existing Cove Water Quality  
Information Findings Meeting \* June, 2024

### Task C & D

Cove WQ Monitoring Plan Adoption \* June 2024

### Task E

WQ Monitoring Begins \* July 2024  
WQ Monitoring Ends \* March 2025

### Task F

WQ Data interpretation \* Oct 24 – Mar 25

### Tasks G

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 summer monitoring and interpret findings to the degree possible at the conclusion of the summer season. Under Phase 3, the Consultant will confirm the sampling plan as established in Phase I and if determined to be on track, complete the balance of the sampling for the year and 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 and Urban Renewal Commission Update that describes the data that was collected and associated QA/QC evaluations. Task E will also re-evaluate assumptions made in the original monitoring plan to confirm any necessary changes to the plan.

#### **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 on 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 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 EVALUATION CRITERIA</b>	<b>MAXIMUM SCORE</b>	<b>MAXIMUM PAGES</b>
1. Proposer Qualifications Checklist	Pass/Fail	N/A **
2. Introductory Letter	10	1
3. Key Personnel Qualifications including 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 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 URA 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



# CITY OF OREGON CITY

## URBAN RENEWAL COMMISSION

### DRAFT MINUTES

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**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City**  
**Wednesday, August 16, 2023 at 6:00 PM**

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#### CALL TO ORDER

*Chair Mike Mitchell called the meeting to order at 6:04 PM.*

#### ROLL CALL

**PRESENT: 5 -** Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Adam Marl, Vice Chair Shawn Cross, Chair Mike Mitchell

**EXCUSED: 2 -** Commissioner Doug Neeley, Commissioner Rocky Smith

**STAFFERS: 9 -** City Manager Tony Konkol, City Recorder Jakob Wiley, Economic Development Manager James Graham, Public Works Director John Lewis, Community Development Director Aquilla Hurd-Ravich, IT Director Mike Dobaj, Communications Manager Jarrod Lyman, Finance Director Matt Zook, Human Resources Director Patrick Foiles

#### CITIZEN COMMENTS

*Karla Laws, resident of Oregon City, expressed her support of and appreciation for the work undertaken by the Urban Renewal Commission (URC), particularly the projects to ameliorate the blue algae infestation in Clackamette Cove and the collaboration with the Confederated Tribes of Grand Ronde to develop the Blue Heron Paper Mill site and nearby areas.*

#### DISCUSSION ITEM

##### 1. Information for Discussion and Direction Related to Clackamette Cove

*Tony Konkol, City Manager, reported that City Staff had been asked to investigate the acquisition of a dredging permit to improve water quality in the Clackamette Cove area, and investigate the possibility of working within, or creating an exception to, the Three Basin Rule, to allow the highest treated water type from Water Environmental Services (WES) to be released into the Cove. He reported that WES had expressed concerns over the efficacy of that proposal.*

*Mr. Konkol also introduced two documents which had been requested for discussion. The first document was the minutes from a July 28, 2023 meeting of a committee discussing water quality issues at Clackamette Cove and possible solutions. The second document was the Request for Qualifications for the Confluence at Troutdale project.*

*Mr. Konkol reported that a meeting was scheduled for the following week with a representative from the Department of State Lands to discuss the possibility of renewing or acquiring a dredging permit. He also reported that Staff had reached out to the Lake Corps in Lake Oswego for insight on aeration systems, in case aeration may be considered as a solution at the Cove. The Lake Corps had offered a tour and meeting, and Mr. Konkol suggested Commissioner O'Donnell might wish to participate.*

Regarding other Urban Renewal properties, Mr. Konkol reported that James Graham, Development Manager, had reached out to consultants for quotes for reviews of the studies and sampling already done on the Stimson property, and of the no further action permit that the State had issued. He reported entering a contract for survey work on the residential properties on Tumwater Drive and South Second Street to identify possible encroachments.

Chair Mitchell invited Commissioner O'Donnell to discuss the minutes of the July 28, 2023 meeting of the committee discussing solutions for the Cove's water quality. Commissioner O'Donnell expressed confidence in the expertise of the committee and explained that they were investigating three possible solutions to the water quality at the Cove, all of which had been reflected in Mr. Konkol's report: pursuing a dredging permit, water exchange in collaboration with WES, and aeration. He added that a work session should be called to discuss these items more fully.

Richard Craven, resident of Oregon City, and an Environmental Consultant, recommended that a water quality expert be consulted to determine whether aeration would be effective in the Cove. He also observed that, even if it were possible to add water from the treatment plant in light of the Three Basin Rule, said water might well be of a similar temperature to that already in the Cove, meaning that it would not significantly alter the Cove's water temperature nor improve the water's quality. Furthermore, he observed that the size of the Cove would require a large volume of water to affect the water of the Cove. Lastly, Mr. Craven encouraged the City to inquire whether permits acquired for this project three years ago were still valid or could be reissued. He observed that changes in seasonal water levels meant that more water volume would be needed than had been expected when the original permit was issued.

Commissioner McGriff noted that RestorCap's previous study had suggested that aeration would be ineffective in the Cove. She advised that previous research on the Clackamette Cove water situation be included as resources the current discussion. Commissioner McGriff also suggested that obtaining a dredging permit for the Cove in its current state could be more complicated than that last time such a permit was obtained. Commissioner O'Donnell responded that the proposed solutions were a first pass at the problem and that if they were not successful other solutions would be explored.

Mr. Konkol observed that though RestorCap had not recommended aeration or dredging in their report on the Cove, it is possible that this is because their parameters were limited to solutions that did not require long-term maintenance.

Commissioner O'Donnell pointed out that funding sources in addition to Urban Renewal were being considered, such as Federal funding connected to the Clean Water Act, and that these funding options should also be discussed in a work session.

Commissioner Marl expressed enthusiasm for improving the Cove and observed that previous research on Cove solutions had not ruled out aeration or dredging in certain circumstances.

Commissioner Mitchell observed that there were many benefits to improving water quality at the Cove, including public safety and water access, and that this variety of justifications for the project allow for the exploration of a variety of funding sources. Mr. Konkol observed that though the project has traditionally been viewed as an Urban Renewal project, the Cove's connection to parks, habitat restoration, and other components could be an opportunity for collaborating with other City departments, or it could be reassigned to a different department. He observed that there could be funding benefits to these courses of action. Commissioner O'Donnell suggested considering this in a work session as well.

Commissioner McGriff agreed with Mr. Konkol that this project encompasses more components than Urban Renewal and that it was a good opportunity for collaboration with other departments.

Commissioner Marl suggested the Commission bear in mind any restrictions that could come with various funding sources: for example, he suggested selecting funding sources that would not restrict future recreational use of the area.

*There was consensus that the City have a discussion with WES regarding a dredging permit and to see how the Three Basin Rule would affect aeration at the Cove, and that the City obtain insight from the Lake Corps. There was also consensus that a work session should be scheduled between the Urban Renewal Commission and the members of the committee that had met with Commissioner O'Donnell to discuss Cove water solutions.*

*Commissioner McGriff asked for more information on the Troutdale project, adding that she had been unable to speak with Mayor Lauer at the recent OMA meeting.*

*Seth Henderson, resident of Portland, replied that Troutdale had completed the Request for Quotes (RFQ) process, that they had awarded the project to Capstone and were currently negotiating an agreement.*

*There was discussion about how Troutdale's project could be a good practical example of a local project similar to the one the URC is pursuing. There was consensus that the City should reach out to Troutdale to request a meeting to learn more about the project after their development negotiations are complete.*

*The Commissioners requested to be kept apprised of opportunities to take a tour with the Lake Corps.*

## 2. Minutes of the July 5, 2023 Urban Renewal Commission Meeting

**Motion made by Commissioner McGriff, seconded by Commissioner Cross, to approve the Minutes of the July 5, 2023 Urban Renewal Commission Meeting as submitted.**

**The motion passed by the following vote:**

**Yea – 5: Commissioner McGriff, Commissioner O'Donnell, Commissioner Marl, Vice-Chair Cross, Chair Mitchell**

## COMMUNICATIONS

*There were no additional communications.*

## ADJOURNMENT

*Chair Mitchell adjourned the meeting at 6:44 PM.*

Respectfully submitted,

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Jakob S. Wiley, City Recorder



# CITY OF OREGON CITY

## URBAN RENEWAL COMMISSION

### DRAFT MINUTES

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**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City**  
**Tuesday, September 12, 2023 at 6:00 PM**

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#### CALL TO ORDER

*Chair Mike Mitchell called the meeting to order at 6:03 PM.*

#### ROLL CALL

**PRESENT: 6 –** Commissioner Frank O'Donnell, Commissioner Rocky Smith, Commissioner Denyse McGriff, Commissioner Doug Neeley, Commissioner Adam Marl, Chair Mike Mitchell

**ABSENT: 1 -** Commissioner Shawn Cross

**STAFFERS: 8 -** City Manager Tony Konkol, Economic Development Manager James Graham, Finance Director Matt Zook, Community Development Director Aquilla Hurd-Ravich, Planning Manager Pete Walter, Library Director Greg Williams, Police Chief Shaun Davis, Assistant City Recorder Angelique Nomie

#### CITIZEN COMMENTS\

*There were no citizen comments.*

#### DISCUSSION ITEMS

##### 1. Stimson Property - Environmental Assessment Proposals

*Tony Konkol, City Manager, reported that the Urban Renewal Commission (URC) had instructed City Staff to engage an environmental firm to review the historical environmental documents related to the Stimson property. Mr. Konkol reported that Staff had received three proposals from consulting firms, and he recommended entering into an agreement with the Environmental Works Agency, who had quoted the work at \$5,500.00.*

*Commissioner O'Donnell asked what criteria had been used to evaluate the proposals. James Graham, Economic Development Manager, replied that Environmental Works took the time to examine the property before offering their bid, unlike the other agencies that offered proposals. Environmental Works also has a team with diverse specialties, which would enable them to assist with the issues listed in the comparative analysis of the property. Finally, the recommended agency's proposal made fewer references to additional costs than those of the other bidders.*

*Commissioner O'Donnell suggested that the agency ought to consider environmental data about the property gathered on previous occasions, for example, information about wells in the area.*

*Commissioner McGriff expressed approval of Environmental Works' proposal and lauded them for physically visiting the property and for listing the members and specialties of their team.*

*Commissioner Neeley asked whether the location of the old Freight Depot and Amtrak parking area were*

*included in the area to be examined. Mr. Konkol and Mr. Graham replied that the proposal included examination of “adjoining properties” but did not specify which properties were indicated by that phrase. He said the primary goal was examining the Stimson property, but that research if revealed historical environmental assessments had been done on the Amtrak site as well, that would be considered.*

*Commissioner McGriff asked whether the recommended agency would examine the environmental analysis that had previously been done on the Stimson property. Mr. Konkol replied that the agency would examine that and all previous analyses of the property, as well as examining the no further action letter that the Department of Environmental Quality (DEQ) had sent in regard to it. Commissioner McGriff observed that if an environmental issue is discovered it would be valuable to see if nearby areas are affected, adding that the Metro might have helpful documentation of the property’s environmental history.*

*Commissioner O’Donnell asked whether the examination of the property would include geotechnical and buildability studies. Mr. Konkol replied that the proposed study would focus on the environmental component as Phase 1 of the project, and that geotechnical and buildability issues would be addressed subsequently in the next phase. Mr. Graham added that Environmental Services had a geologist on their team who might be able to offer insight, but such work would be in addition to the proposal.*

**Motion made by Commissioner McGriff, seconded by Chair Mitchell, to approve City Staff’s recommendation to award the contract to Environmental Works.**

**The motion passed by the following vote:**

**Yea – 6: Commissioner O’Donnell, Commissioner Smith, Commissioner McGriff, Commissioner Neeley, Commissioner Marl, Chair Mitchell**

*Mr. Konkol explained that the purpose of the project for which Environmental Works was to be contracted is to establish what environmental assessment had been done on the Stimson property since it was purchased by the URC, and what must be done in order for it to be developed.*

*Mr. Konkol requested approval to work with Mr. Graham to hire a geotechnical engineer to study the composition of the site and the location of potential fill content. Mr. Konkol asked the URC whether he should enter into a contract on his discretion in his authority as the City Manager, or whether the URC would like the opportunity to approve this and any other smaller contracts related to this project.*

*Commissioner McGriff asked whether the City has an on-call contractor who could fill this role, and Mr. Konkol replied in the affirmative. Commissioner McGriff recommended utilizing an on-call contractor for this project and having a scope of work brought before the URC for approval.*

*Commissioner O’Donnell suggested that there could be value to having the URC approve all contracts in the interest of transparency but added that small contracts might be better left to the City Manager’s discretion. When asked, Mr. Konkol gave a rough estimate of \$1,500.00 for the value of this potential geotechnical engineer contract.*

*Commissioner O’Donnell suggested authorizing the City Manager to contract with approved City contractors with a stated limit on the contract value.*

*Commissioner Smith expressed disagreement with providing this type of contract authorization authority to the City Manager, adding that the City and the Urban Renewal Commission ought to remain separate.*

**Motion made by Commissioner McGriff, seconded by Commissioner Neeley, to authorize the Director of the Urban Renewal Agency to contract with one of the City’s existing on-call geotechnical consultants, creating a scope of work for approval by the Urban Renewal Commission, and that the said contract be authorized for up to \$25,000.00.**

**The motion passed by the following vote:**



**Yea – 5: Commissioner O'Donnell, Commissioner McGriff, Commissioner Neeley, Commissioner Marl, Chair Mitchell**

**Nay – 1: Commissioner Smith**

**2. Information for Discussion and Direction Related to Clackamette Cove**

*Mr. Konkol reported that Commissioners Mitchell, O'Donnell and McGriff had attended a tour of the Lake Oswego Corporation facilities to observe its water quality measures. The purpose of the tour had been to gather insight regarding techniques that could be applied to improving the water quality at Clackamette Cove. Mr. Konkol explained that in order to move forward with dredging the Cove, the City would need to consult with the Department of Environmental Quality and the Department of State Lands agency. He asked for guidance from the URC regarding which amelioration measures to pursue at the Cove. Mr. Konkol added that several experts with whom Commissioner O'Donnell had previously met regarding this matter were present, namely Richard Crave, Jerry Herrmann, John Border, and Doug DeHart. Mr. Konkol suggested discussing the matter with these gentlemen at the present meeting.*

*Commissioner O'Donnell observed that during his previous meetings with the experts present, consensus had leaned toward chemical treatment with alum and aeration.*

*Commissioner McGriff asked about the water exchange at Oswego Lake. Mr. Konkol replied that it was his understanding that water was brought in from the Tualatin via the Oswego Canal, and that equilibrium was maintained by outletting water during the rainy season. Commissioner McGriff observed that the Clackamette Cove had a more direct water supply.*

*Commissioner Mitchell observed that the procedures at Lake Oswego demonstrated the benefit of combining more than one method of water amelioration. He also observed that all the methods had downsides if applied excessively, and that because the Cove is much smaller than Oswego Lake, potential oversaturation of chemicals was a risk. Commissioner Mitchell also suggested that any measures taken should commence promptly before the weather becomes colder and skews the results.*

*Commissioner Neeley observed that aeration would also cause evaporation, which could add a further cooling effect.*

*Commissioner O'Donnell suggested that a study of water quality in the Cove would need to take place over a period of time, for example a twelve month period, in order to account for seasonal fluctuations.*

*Richard Craven observed that if dredging were undertaken, due to bed load movement, water exchange would diminish as time passes.*

*Commissioner Neeley asked whether any chemical analysis of the Cove water had yet been done, and Mr. Konkol replied that it had not.*

*Commissioner McGriff recommended a study of what organisms are present in the Cove.*

*Jerry Herrmann recounted that the Cove area was once used as a source of gravel, and that when its gravel was depleted, gravel was added from Ross Island and other points upriver, and a 12-foot channel was dredged from the mouth of the Clackamas to the Cove. He explained that this is the source of the gravel bar which currently exists. He added that though the Cove essentially started its existence as a quarry, it has become a natural area and can be improved into an asset for the community.*

*John Borden suggested starting the project by making a temperature profile of the Cove and possibly following up with aeration.*



*Mr. Craven suggested studying the phosphates, nitrates, and nutrients in the Cove over the course of a year.*

*Commissioner Marl emphasized the importance of soliciting multiple bids and added that undertaking the study over the course of a year would give time for the courts to rule on the matter of the URC's purchasing permissions.*

**Motion made by Commissioner McGriff, seconded by Commissioner Neeley, to solicit proposals for a water quality study at Clackamette Cove, including but not limited to the water's temperature profile, circulation, and composition.**

**The motion passed by the following vote:**

**Yea – 6: Commissioner O'Donnell, Commissioner Smith, Commissioner McGriff, Commissioner Neeley, Commissioner Marl, Chair Mitchell**

**3. Minutes of the July 19, 2023 Urban Renewal Commission Meeting**

**Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to approve the minutes of the July 19, 2023 Urban Renewal Commission Meeting.**

**The motion passed by the following vote:**

**Yea – 5: Commissioner O'Donnell, Commissioner Smith, Commissioner McGriff, Commissioner Marl, Chair Mitchell**

**Abstain – 1: Commissioner Neeley**

## **COMMUNICATIONS**

*There were no additional communications.*

## **ADJOURNMENT**

*Chair Mitchell adjourned the meeting at 6:58 PM.*

Respectfully submitted,

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Jakob S. Wiley, City Recorder



# CITY OF OREGON CITY

## URBAN RENEWAL COMMISSION

### DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, March 06, 2024 at 6:00 PM

#### CALL TO ORDER

*Chair Mitchell called the meeting to order at 6:01 P.M.*

#### ROLL CALL

**PRESENT: 7 -** Commissioner Frank O'Donnell, Commissioner Rocky Smith, Commissioner Laurie Ariniello, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Doug Neeley, Chair Mike Mitchell

**STAFFERS: 7 -** City Manager Tony Konkol, Assistant City Manager Alexandra Rains, City Recorder Jakob Wiley, Assistant City Recorder Evan Lee, Economic Development Manager James Graham, Police Chief Shaun Davis, Public Works Director John Lewis

#### CITIZEN COMMENTS

*There were no citizen comments.*

#### DISCUSSION ITEM

##### 1. Potential Redevelopment Options for the Stimson Property

*Tony Konkol, City Manager, presented several options for development on the Stimson property adhering to mixed use downtown zoning and taking into account preferences expressed at the previous Urban Renewal Commission (URC) Meeting. He also presented definitions of the terms "seasonal sales" and "transportation facilities" as they applied to this property's zoning. "Seasonal sales" applied to limited-time functions like Christmas tree sales and "transportation facilities" was meant in this case not to indicate facilities devoted entirely to transportation, but rather to the fact that transportation elements such as street lighting or trolley stops could be included within the development.*

*Commissioner Neeley suggested placing a grocery store on the property.*

*Commissioner Mitchell suggested considering housing as a partial use of the site in light of funding opportunities such as the Vertical Housing Tax Credit. Commissioner Smith said that he felt housing could be integrated into the site, though he did not feel that the whole site should be devoted to housing. Commissioner Marl also expressed support for taking advantage of the Vertical Housing Tax Credit and integrating live/work residences into the site.*

*Commissioner Neeley suggested considering a more primarily residential use of the property. Commissioner McGriff replied that the City has not had success in the past when starting a mixed-use developments with residential building, and suggested there was room south of the Stimson property to add residential development later. Commissioner Marl agreed with Commissioner McGriff and added that it was important for the Commission to clearly indicate their intent for City-owned properties.*

Mr. Konkol remarked that the Commissioners had expressed interest in having a hotel in this development and suggested selecting coordinating requirements that would be complement the vicinity of a hotel, such as a restaurant, museum, or convention center. He asked for the Commission to clarify whether the hotel was a priority. James Graham, Economic Development Manager, agreed with Mr. Konkol and suggested a market feasibility study. Mr. Konkol added that at the present time housing might be a more feasible use of the property than a tourism-based use such as a hotel.

Commissioner O'Donnell suggested that the six acres available on the Stimson property was not enough space to make a significant impact in housing and suggested that a hotel on the site could be part of a tourism package that enlivens the area from Main Street to the Grand Ronde project. He suggested saving more elaborate projects for larger sites.

Commissioner Neeley asked whether the City still owns property on Washington Street across from the Stimson property, and Mr. Konkol replied in the affirmative.

There was discussion regarding the amount of property within and outside the 500-foot height restriction area. Chair Mitchell asked for a radius depiction of this information to be added to the map, and for details on the amount of the property affected by the height restriction. Mr. Konkol explained that due to the moving of various roads there was a significant amount of former right-of-way within the area and offered to communicate with the Oregon Department of Transportation (ODOT) about cleaning up former rights-of-way.

Chair Mitchell asked the Commissioners' opinions about requiring a hotel as an anchor for the project. Commissioner Ariniello favored a hotel combined with a community asset such as a restaurant in order for the property to serve both tourism and local residents. Commissioner O'Donnell added that a hotel would encourage the presence of more restaurants.

Commissioner Smith also expressed support for a hotel on the Stimson site in order to help establish a tourism hub in that specific part of the City and to encourage positive development of the Cove area.

There was consensus require a hotel on the Stimson property development, along with developer proposals of a complementary secondary use from the identified permitted uses.

Mr. Konkol asked whether the Commission wished to have an appraisal of the Stimson property. Mr. Konkol suggested providing appraisers with results of a geotechnical survey as well as the URC's intended use for the property in order to create as accurate an appraisal as possible. Commissioner O'Donnell supported this course of action.

John Lewis, Public Works Director, explained that the geotechnical company the City had retained would begin work when their drilling rig was available in mid-April. He added that a meeting was scheduled with the geotechnical company on the Wednesday following today's meeting.

Mr. Konkol suggested that he begin the process of finding an appraiser but wait to begin the appraisal until the geotechnical survey is completed. There was consensus in favor of this course of action.

Commissioner McGriff suggested giving staff ample room to negotiate the sale of the Stimson property with potential buyers since there are many changeable factors involved in developing Urban Renewal properties.

Commissioner Marl suggested that, though the amount of housing that could be integrated into the Stimson site would not make a significant impact on the housing market in Oregon City, including a housing element in the site would help create a built-in clientele for businesses on and around the site.

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2. Minutes of the December 20, 2023 Urban Renewal Commission Meeting

**Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve the minutes of the December 20, 2023 Meeting of the Urban Renewal Commission.**

**The motion passed by the following vote:**

**Yea: 7 – Commissioner O'Donnell, Commissioner Smith, Commissioner Ariniello, Commissioner Marl, Commissioner McGriff, Commissioner Neeley, Chair Mitchell**

## COMMUNICATIONS

*Mr. Konkol reported that Water Environmental Services (WES) was going to install a new discharge pipe in the vicinity of the Cove Urban Renewal property at Agnes Avenue. WES had requested an easement for about nine months to a year, in order to allow them to move across the Cove property to access the nearby roundabout. This would entail ODOT's creation of a construction drive aisle which the City could later have ODOT remove, or choose to keep.*

*Commissioner Ariniello asked what remediation ODOT would perform on the property after the project is completed. Mr. Konkol said he expected that ODOT would remove added rock, restoring the site to its current state of compacted dirt. Commissioner Ariniello asked if the project would limit access to Clackamette Cove and Mr. Konkol replied that it would not.*

*Commissioner O'Donnell asked whether ODOT's temporary gravel road at the easement could be used as a base for a permanent future road. Mr. Lewis suggested that this could be a possibility. Mr. Konkol added that it would not be the correct location for a permanent road but that the material could potentially be reused to create one.*

**Motion made by Commissioner McGriff, seconded by Commissioner Ariniello, to allow City Staff to enter into an agreement with Water and Environmental Services for access for the outfall project.**

**The motion passed by the following vote:**

**Yea: 7 – Commissioner O'Donnell, Commissioner Smith, Commissioner Ariniello, Commissioner Marl, Commissioner McGriff, Commissioner Neeley, Chair Mitchell**

*Commissioner McGriff reported that the Metro Regional Solid Waste Facilities Plan would include moving commercial activity away from the Metro South Station. It was observed that this would have implications for the Stimson property.*

## ADJOURNMENT

*Chair Mitchell adjourned the meeting at 6:52 P.M.*

Respectfully submitted,

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Jakob S. Wiley, City Recorder