



City of Oregon City

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

Meeting Agenda Urban Renewal Commission

Wednesday, December 5, 2012

4:30 PM

Commission Chambers

1. **Convene Regular Meeting and Roll Call**
2. **Citizen Comments**
3. **Adoption of the Agenda**
4. **General Business**
 - 4a. [PUB 12-016](#) Design Phase - McLoughlin Boulevard Enhancement Project Phase 2 - Presentation

Staff: Public Works Director John Lewis

Attachments: [Staff Report](#)
[Vicinity Map](#)
[Communication Calendar](#)
[Fact Sheet](#)
 - 4b. [12-243](#) Storefront Improvement Program Grant for 702 Main Street

Staff: Economic Development Manager Eric Underwood

Attachments: [Staff Report](#)
[702 Main Street Staff Report](#)
[702 Main Street Second Review Packet](#)
5. **Consent Agenda**
 - 5a. [12-242](#) Minutes of the October 3, 2012 Regular Meeting

Staff: City Recorder Nancy Ide

Attachments: [Minutes of 10/03/2012 Regular Meeting](#)
 - 5b. [12-240](#) Minutes of the October 17, 2012 Regular Meeting

Staff: City Recorder Nancy Ide

Attachments: [Minutes of 10/17/2012 Regular Meeting](#)

5c. [12-241](#) Minutes of the October 30, 2012 Special Meeting

Staff: City Recorder Nancy Ide

Attachments: [Minutes of 10/30/2012 Special Meeting](#)

5d. [12-238](#) Ball Janik Conflict Waiver Request

Staff: Economic Development Manager Eric Underwood

Attachments: [Staff Report](#)
 [Ball Janik Conflict Waiver Request](#)

6. Future Agenda Items**7. City Manager's Report****8. Adjournment**

Public Comments: The following guidelines are given for citizens presenting information or raising issues relevant to the City but not listed on the agenda.

- *Complete a Comment Card prior to the meeting and submit it to the staff member.*
- *When the Chair calls your name, proceed to the speaker table and state your name and city of residence into the microphone.*
- *Each speaker is given 3 minutes to speak. To assist in tracking your speaking time, refer to the timer at the dais.*
- *As a general practice, Oregon City Officers do not engage in discussion with those making comments.*

Agenda Posted at City Hall, Pioneer Community Center, Library, and City Web site(oregon-city.legistar.com).

Video Streaming & Broadcasts: The meeting is streamed live on Oregon City's Web site at www.orcity.org and is available on demand following the meeting.

ADA: City Hall is wheelchair accessible with entry ramps and handicapped parking located on the east side of the building. Hearing devices may be requested from the City staff member prior to the meeting. Disabled 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.



City of Oregon City

625 Center Street
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Staff Report

File Number: PUB 12-016

Agenda Date: 12/5/2012

Status: Consent

To: Urban Renewal Commission

Agenda #: 4a.

From: Public Works Director John Lewis

File Type: Public Works

SUBJECT:

Design Phase - McLoughlin Boulevard Enhancement Project Phase 2 - Presentation

RECOMMENDED ACTION (Motion):

N/A - Presentation Project Update

BACKGROUND:

In May 2012, the Oregon Department of Transportation (ODOT) executed a Local Agency Agreement No. 28220 with the Oregon City Urban Renewal Commission (URC). The Agreement No. 28220 between ODOT and URC establishes terms for the funding, design and construction of the McLoughlin Boulevard Enhancement Project Phase 2 [aka OR99E: Clackamas River Bridge - Dunes (Oregon City)].

The federal funding for Phase 2 improvements includes \$690,000 from the Surface Transportation Program (STP) funds for design and \$2.7 million from STP funds for construction. The City's match for the federal amounts has been approved in the Downtown Urban Renewal budget. The project is included in the 2010-2013 Statewide Transportation Improvement Program (STIP) that was approved by the Oregon Transportation Commission in October 2010 and by the Federal Highway Administration (FHWA) in December 2010.

The design phase for Phase 2 started in September 2012. David Evans and Associates (DEA) was selected as the design consultant and the Oregon Department of Transportation (ODOT) executed a Work Order Contract with DEA to provide engineering services for the design phase. Oregon City's *McLoughlin Boulevard Enhancement Plan* (Adopted May 18, 2005) is a guiding local resource for the design of this project

Downtown Oregon City is a high density, pedestrian-rich area, and is designated within Metro's Region 2040 plan as a Regional Center to provide goods and services supporting nearby populations. However the OR 99E highway corridor separates the city center from its riverfront, and is designed primarily to accommodate motorized vehicles moving through the area. The project seeks to reduce barriers for pedestrians and cyclists while enhancing public infrastructure conditions to support gradual redevelopment over time.

Phase 2 will produce a design for an enhanced McLoughlin Boulevard from the Clackamas River Bridge to Dunes Drive. Principal changes will include improved pedestrian and cycling access along and across the roadway in a manner that is consistent with ODOT highway

safety standards and the long-term vision for Downtown Oregon City, the regional center and its waterfront. State and local long-term plans call for upgrading the highway area to improve multi-modal traffic flow. This project will enhance the multi-modal activity in the area with a boulevard type street design that includes the installation of wider sidewalks, landscape buffer between the sidewalk and the arterial, median landscaping where possible, new lighting, gateway treatment with architectural enhancements, bus-stop amenities (frequent bus corridor), improved bicycle environment, architectural railing replacing chain link fence, improved pedestrian connections to regional trail, regional park, waterfront, and skate park, and sidewalk infill on Dunes Drive while minimizing adverse impacts on through traffic flows .

A citizen-based Project Advisory Working Group (PAWG) is meeting periodically and working in collaboration with the project design team to provide feedback during the design process. Design phase from September 2012 through September 2013.

PAWG Member Roster:

CITIZEN

Mike Berman (CIC)
Bruce Danielson (CIC)
Shawn Dachtler (Past PRAC/PAC Ph 1)
Paul Edgar (URC & CIC)
Larry Hanlon (CIC)
Bob Mahoney (TAC)
Steve VanHaverbeke (CIC)
Fred Wallace (TAC & TriMet)
Alice Watts (CIC)

AGENCY / Other

Jeff Owen (TriMet)
Anthony Butzek (Metro)
Rick Garrison (ODOT)
John Lewis (City of Oregon City)

PROJECT TEAM - Meeting Facilitator

Scott Dreher (DEA - Project Manager)
KC Cooper (DEA - Public Involvement)
Gill Williams (DEA - Architect/Landscape)
Danny Hori (DEA - Roadway Design)
Aleta Froman-Goodrich (City-Project Manager)

2013 Project Schedule

January / February	Develop 30% Design
January	Portland State University (PSU) Architectural Students' Gateway Design Competition
February	PAWG Meeting #3 - PSU Architectural Students Final Gateway Designs
March	Public Open House #1 - 30% Design & Gateway alternatives
March / April	Develop 60% Design
April (or May)	PAWG Meeting #4 - 60% Design details update discussion
May	URC Meeting - Presentation Update - 60% Design
May / September	Develop Final Design
July (or August)	PAWG Meeting #5 - Final Design
August	Public Open House #2 - Final Design / Construction
September	100% Final Design
September	URC Meeting - Presentation Update - 100% Design
October	ODOT to advertise for construction
November	ODOT to award construction contract
Jan - Dec 2014	Construction Phase

BUDGET IMPACT:

Amount: Federal Funding (\$3.4 million) Downtown Urban Renewal Funding (\$1.0 million)

FY(s): 2012-13; 2013-14; 2014-15

Funding Source: Downtown Urban Renewal Funding



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Funding Source: Downtown Urban Renewal Funding

McLoughlin Blvd. Enhancement Project—Phase 2

Area of Project Improvements



DRAFT McLoughlin Boulevard Enhancement Project – Phase 2
Communications Calendar

NOV 2012	• PAWG Kick-Off Mtg #1 (5th)-Project and PSU Design competition overview • City Trail News Winter 2012 (article #1) • Stakeholder Interviews and Assessment • Web article #1 – Project and Design competition Overview • Media release #1 – Kick off-Project overview/PSU competition
DEC	• PAWG Mtg #2 (3rd) –Street Profile, non-architectural Project elements • Urban Renewal Commission (URC)Mtg #1 (5th) – Project overview
JAN 2013	• Web article #2 – design and PSU update
FEB	• PAWG Mtg #3 (4th) -Final student designs • Media Release #2 (for open house #1) • Web article #3 – open house #1 • City Trail News Spring 2013 (article#2) (exact date for deadline of submission to be determined) • Local Business Meeting
MAR	• Open house #1 (30% and Gateway alternative(s))
APR	• PAWG Mtg #4 (1st) (or May 6th)-60% design details update discussion
MAY	• (URC)Mtg #2 (1st or 15th) (Exact date to be determined and may be delayed to an alternate July date)
JUN	• Web article #4 – design progress • City Trail News Summer 2013 (article #3) – (exact date for deadline of submission to be determined) • ALTERNATE DATE: (URC) Mtg #2
JUL	• Press release (Aug open house #2) • PAWG Mtg #5 (Exact date to be determined and may be delayed to August)
AUG	• Web article #5 –Open house #2 (final design/construction) • Construction issues meeting (businesses) • ALTERNATE DATE: PAWG Mtg #5
SEP	• Web article #6 (contract bid) • City Trail News Fall 2013 (article #4) – (exact date for deadline of submission to be determined)

Note: this calendar reflects project progress and milestones and will be updated as circumstances change.



McLoughlin Boulevard Enhancement Project Phase 2

(aka OR99E: Clackamas River Bridge – Dunes Drive)

Design Phase: September 2012 through September 2013

Who: The City of Oregon City and ODOT are partnering to implement this project. The firm of David Evans and Associates, Inc.(DEA) has been contracted for the engineering and design phase of this effort. Construction bids are expected to be let in the late fall of 2013. A citizen-based Project Advisory Working Group will meet periodically and work in collaboration with the project design team to provide feedback during the design process.

What: Phase 2 will produce a design for an Enhanced McLoughlin Boulevard from the Clackamas River Bridge to Dunes Drive. Principal changes will include improved pedestrian and cycling access along and across the roadway in a manner that is consistent with ODOT highway safety standards and the long-term vision for Downtown Oregon City, the regional center and its waterfront. State and local long-term plans call for upgrading the highway area to improve multi-modal traffic flow. This project will enhance the multi-modal activity in the area with a boulevard type street design that includes the installation of wider sidewalks, landscape buffer between the sidewalk and the arterial, median landscaping where possible, new lighting, gateway treatment with architectural enhancements, bus-stop amenities (frequent bus corridor), improved bicycle environment, architectural railing replacing chain link fence, improved pedestrian connections to regional trail, regional park, waterfront, and skate park, and sidewalk infill on Dunes Drive while minimizing adverse impacts on through traffic flows. Oregon City's *McLoughlin Boulevard Enhancement Plan* is a guiding local resource for this project (Adopted May 18, 2005). Read more about the project , "The McLoughlin Boulevard Enhancement Plan - Preferred Plan Final Report" is on Oregon City's website <http://www.orcity.org/publicworks/transportation-plans-studies> .

Why: Downtown Oregon City is a high density, pedestrian-rich area, and is designated within Metro's Region 2040 plan as a Regional Center to provide goods and services supporting nearby populations. However the OR 99E highway corridor separates the city center from its riverfront, and is designed primarily to accommodate motorized vehicles moving through the area. The project seeks to reduce barriers for pedestrians and cyclists while enhancing public infrastructure conditions to support gradual redevelopment over time.

Where: McLoughlin Blvd between the Clackamas River Bridge (north end) and Dunes Drive (south end) will be upgraded. Project limits also include improvements to the connecting roads, Dunes Drive and Main Street Extension.

When: Design has commenced in September 2012. Survey crews will be out sporadically and they may request access onto adjacent properties for the purposes of surveying activities. Community-wide updates will be provided at three intervals of the design phase. Regular project updates will also be posted to Oregon City's website and quarterly in the City of Oregon City Trail News publication.

How: This project is funded through Federal transportation allocations, \$3.4 million, and Oregon City Urban Renewal Fund, \$1 million. The Design and Engineering budget for Phase 2 is \$1.1 million. The construction budget is forecasted at \$3.3 million.

For More Information Contact:

Aleta Froman-Goodrich, City of Oregon City, Project Manager, afroman-goodrich@orcify.org or 503.496.1570.



City of Oregon City

625 Center Street
Oregon City, OR 97045
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Staff Report

File Number: 12-243

Agenda Date: 12/5/2012

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4b.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

Storefront Improvement Program Grant for 702 Main Street

RECOMMENDED ACTION (Motion):

Approval of \$35,040.

BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000, or \$40,000 for projects of high value and when the applicant demonstrates that the proposed improvements will restore the facade substantially closer to its original condition. All projects require at least a 50% match.

This is a second review of the application because the applicant provided supplemental information as requested during the initial review period. The applicant has indicated the intent to restore the facade to near original condition. The project is Phase 2 of a facade restoration for the Bank of Commerce. Phase 1 was completed July 2012 on the Main Street facade. This phase will continue the same restoration of the masonry, along with the addition of terra cotta moldings and cement plaster elements. New windows and storefront doors will be installed in the existing retail locations along 7th Street.

The site address is addressed 702 Main Street and is further identified as Tax Map 2-2E-31AB-05500. The site is zoned Mixed Use Downtown (MUD) and is located within the Downtown Urban Renewal District. The building is currently being used as office and retail space. The acquisition of the site by applicant was recorded in Clackamas County by deed 2007-0932436, dated October 29, 2007.

BUDGET IMPACT:

Amount: \$35,040

FY(s): 2011-12

Funding Source: URA Storefront Grant Program



City of Oregon City

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

Staff Report

File Number: 12-243

Agenda Date: 12/5/2012

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4b.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

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BUDGET IMPACT:

Amount: \$35,040

FY(s): 2011-12

Funding Source: URA Storefront Grant Program



STOREFRONT IMPROVEMENT URBAN RENEWAL GRANT PROGRAM

APPLICANT/ OWNER(S):

Bank of Commerce
Gerald Burns, Bodie Bemrose & Gary Miller (Applicants/Owners)
16760 Springwater Road
Oregon City, OR 97045

GRANT REQUEST AMOUNT:

\$40,000
(Estimated Project Cost \$92,800; Match: \$40,000 UR/\$52,800 Applicant)

LOCATION:

702 Main Street

REVIEWER:

Michele Beneville, Grant Administrator
Eric Underwood, Economic Development Manager

RECOMMENDATION: Approval of \$35,040

I. BACKGROUND:

The original Storefront Grant Application was brought to the Urban Renewal Commission October 3, 2012 for review under file number: 12-146. This staff report showed that the project met the 70% required to approve, but staff determined that the application was lacking specific information, such as detailed renderings, a spec sheet on building materials and detailed specifications for ADA requirements at the new entry ways. Additional information has since been received from the applicant and is shown in Exhibit I, II, & III.

III. STAFF REVIEW

Following identified procedures; the Urban Renewal Grant request was routed through Erik Wahrgren, Project Engineer; Scott Linfesty, Building Official and Eric Underwood, Economic Development Manager. City staff provided comments and scored the application for the Commission's review:

Staff Member	Comments	Score out of a possible 75 pts	Percentage (70% or greater required)
Erik Wahrgren	Building permits will be required.	66	88%
Scott Linfesty	Building permits will be required.	63	84%
Eric Underwood	Building permits will be required.	68	91%

The average score as reviewed by staff was 87.6%.

IV. URC REVIEW

Grants shall only be awarded to those projects with an average score of 70% or better. This application has an average score as rated by City staff of 87.6%. Based upon this current scoring by City staff, based on the submitted application, a grant award would be \$35,040 (\$40,000 X 87.6%).

The Urban Renewal Commission shall decide whether or not to uphold the recommendation of City staff to award Urban Renewal grant funds in the amount of \$35,040 to the applicant.

VI. EXHIBITS

Supplemental Information:

- I. Revised Restoration Scope of Work – Phase 2 (1 page)
- II. Updated Artist Rendering showing details of new entries (1 page)
- III. Photo of Phase 1 showing materials to be used on Phase 2 (1 page)
- IV. Staff Report File Number 12-146 (5 pages)

Original Application:

- A) Letter & Application (4 pages)
- B) Scope of work (1 page)
- C) Photo gallery and narrative (9 pages)
- D) Bids (3 pages)
- E) Financial match support documents (3 pages)
- F) Warranty Deed (2 pages)
- G) Certificate of Insurance (1 page)
- H) Address report (1 page)

emerick architects p.c.

Bank of Commerce Building

January 27, 2012

Remove remainder of concrete + tile overlay along w/concrete trim band.

Restore damaged masonry, missing terracotta column bases + cement plaster foundation zone similar to Phase 1, in progress.

Replace aluminum windows w/ wood storefront system that includes a spandrel panel at the 2nd floor line to read more like the original 2-story windows.

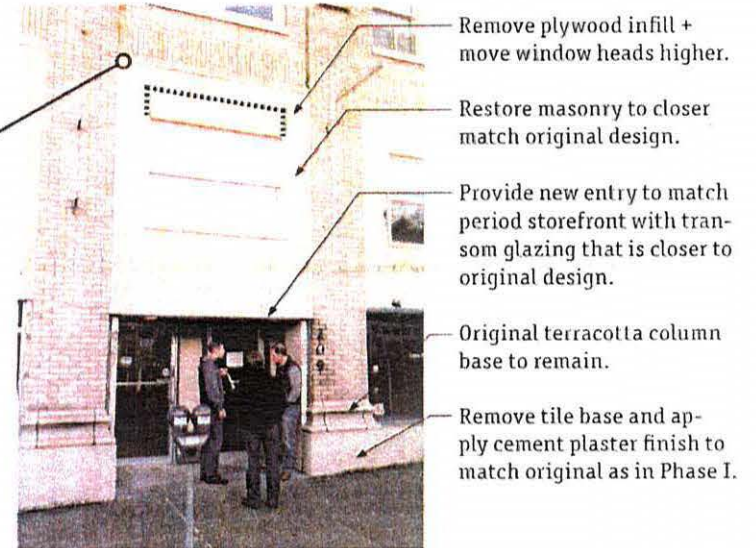
Phase 1
(in progress)

Phase 2
(Scope of this proposal)

Restoration Scope - Phase 2

702 Main Street, Oregon City

New storefront entries in the same plane as the exterior to be more congruent with traditional period design.



Typical Bay Restoration

702 Main Street, Oregon City



Historic photos, circa 1940's-1950's

208 SW FIRST AVENUE SUITE 320 PORTLAND OREGON 97204
P 503.235.9400 F 503.235.9310 WWW.EMERICK-ARCHITECTS.COM

Exhibit I







City of Oregon City

625 Cente
Oregon City,
503-857

Staff Report

File Number: 12-146

Agenda Date: 10/3/2012

Status: Agenda Ready

To: Urban Renewal Commission

Agenda #: 4c.

From: Eric Underwood

File Type: Report

SUBJECT:

Storefront Improvement Program Grant for 702 Main Street

RECOMMENDED ACTION (Motion):

Pending direction from the Urban Renewal Commission

BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000, or \$40,000 for projects of high value and when the applicant demonstrates that the proposed improvements will restore the facade substantially closer to its original condition. All projects require at least a 50% match.

The applicant has indicated the intent to restore the facade to near original condition. The project is Phase 2 of a facade restoration for the Bank of Commerce. Phase 1 was completed July 2012 on the Main Street facade. This phase will continue the same restoration of the masonry, along with the addition of terra cotta moldings and cement plaster elements. New windows and storefront doors will be installed in the existing retail locations along 7th Street.

The site address is addressed 702 Main Street and is further identified as Tax Map 2-2E-31AB-05500. The site is zoned Mixed Use Downtown (MUD) and is located within the Downtown Urban Renewal District. The building is currently being used as office and retail space. The acquisition of the site by applicant was recorded in Clackamas County by deed 2007-0932436, dated October 29, 2007.

BUDGET IMPACT:

Amount: \$31,120

FY(s): 2011-12

Funding Source: URA Storefront Grant Program



STOREFRONT IMPROVEMENT URBAN RENEWAL GRANT PROGRAM

**APPLICANT/
OWNER(S):**

Bank of Commerce
Gerald Burns, Bodie Bemrose & Gary Miller (Applicants/Owners)
16760 Springwater Road
Oregon City, OR 97045

**GRANT REQUEST
AMOUNT:**

\$40,000
(Estimated Project Cost \$92,800; Match: \$40,000 UR/\$52,800 Applicant)

LOCATION:

702 Main Street

REVIEWER:

Michele Beneville, Grant Administrator
Eric Underwood, Economic Development Manager

RECOMMENDATION:

Pending Direction from the Urban Renewal Commission

I. BACKGROUND:

The applicant is applying for a grant in the amount of \$40,000. Maximum grant amounts are \$20,000 or \$40,000 for projects of high value and when the applicant demonstrates that the proposed improvements will restore the façade substantially closer to its original condition. All projects require at least a 50% match.

The applicant has indicated his intent to restore the façade substantially to its original condition and is therefore, applying for the maximum grant amount. The applicant has indicated the intent to restore the facade to near original condition. The project is Phase 2 of a facade restoration for the Bank of Commerce. Phase 1 was completed July 2012 on the Main Street facade. This phase will continue the same restoration of the masonry, along with the addition of terra cotta moldings and cement plaster elements. New windows and storefront doors will be installed in the existing retail locations along 7th Street. Funding is available in the program to support the application.

The site is addressed as 702 Main Street and is further identified as Tax Map 2-2E-31AB-05500. The site is zoned Mixed Use Downtown (MUD) and is located within the Downtown Urban Renewal District. The building is currently being used as office and retail space. The acquisition of the site by the applicant was recorded in Clackamas County by deed 2007-092436, dated October 29, 2007.

II. COMPLIANCE WITH APPROVAL CRITERIA:

A. Building Design and Context

1. Sense of Place - Strengthen unique qualities

2. Building Orientation - Maximize views, public spaces
3. Outdoor Space - Designed for variety of activities
4. Historic Building Compatibility - Respects original structure
5. Locational Context - Good neighbors, compatible

The applicant proposes to remove the 1950's concrete along the 7th Street façade. This includes restoration of masonry and the addition of terra cotta moldings and cement plaster that would bring the façade back to the original design. New windows and storefront doors would be installed in the existing retail location along 7th Street. The first phase on the Main Street façade was completed July, 2012.

B. Building Design Elements

1. Building Elements - Enhances setting
2. Color - Balances contrast
3. Human Scale - Enhances pedestrian experience
4. Building Materials - Quality, durability
5. Façade Treatment - Appropriate scale definition
6. Accessibility - Integrated ADA access

The same elements of the Main Street façade restoration will be carried around to the 7th Street façade. The application does not address the ADA accessibility of new entryways.

C. Doors and Windows

1. Doors - Open inviting atmosphere
2. Entry doors - Locate on corners, large glass
3. Windows - Inviting, rhythmic patterns

Additional elements to the 7th Street side include the change from the oversize vertical windows into a pair of punched openings due to the insertion of a 2nd floor. Additionally, because there are new independent retail storefronts that were not there originally, the project will eliminate the cavernous recesses and remove existing aluminum storefront, and create new storefronts that are more in keeping with the original building character. The application is not specific to the changes of the new entryways.

D. Roofs

1. Roofline - Interest and detail
2. Rooftop - Integrated with building design

No changes to the roof are proposed.

E. Lighting

1. Façade lighting - Integrated in façade composition
2. Street lights - Compatible with existing standards
3. Landscape lights - Appropriate highlighting, safety
4. Sign Lighting - Integrated with building design

There are no proposed lighting changes.

F. Signs

1. Wall signs - Compatible with building design
2. Blade or hanging signs - Sidewalk, pedestrian visibility

3. Window signs - Pedestrian oriented, non-obstructive
4. Awning signs - Appropriately scaled, lower level
5. Directional signs - Small scale, logical
6. Temporary Signs - Consistent with surrounding area

No new signs have been proposed.

G. Awnings

- Protect pedestrians from elements
- Well proportioned, integrated with building design and surrounding area

No awnings are incorporated into the project.

H. Sustainability

- Materials are durable, resource efficient, recyclable, salvaged, and safe for environment,
- maximize natural light, indoor air quality, and minimize polluted water runoff

The substantial improvements to the building should encourage best use and higher rents. This should lead to continued building improvements and extend the life of the existing building. It is assumed that all materials will be recycled to the greatest extent possible but no materials specification information was included.

I. Recipient Match Value

- High owner investment

The applicant is proposing a major improvement project totaling \$92,800 and is requesting that the URC contribute \$40,000 the cost of the improvements. Phase one project costs were \$76,319.45. Additionally, the applicant made a large investment when purchasing the property in October 2007.

J. Previous Recipient

- Encourage new recipients, if previous recipient reference previous project success

A prior application was approved for Phase 1 – the Main Street façade, on August 17, 2011 in the amount of \$31,500. The Urban Renewal Commission also approved an additional \$2,000 to support a feasibility study by an architect to restore the missing historic columns. The applicant received a previous URC Storefront Grant in August 2008 in the amount of \$10,000 for window replacement.

III. STAFF REVIEW

Following identified procedures; the Urban Renewal Grant request was routed through Erik Wahrgren, Project Engineer; Scott Linfesty, Building Official; Christina Robertson-Gardiner, Associate Planner; and Eric Underwood, Economic Development Manager. City staff provided comments and scored the application for the Commission's review:

Staff Member	Comments	Score out of a possible 75 pts	Percentage (70% or greater required)
Erik Wahrgren	None	62	83%
Scott Linfesty	Building permits will be required.	58	77%

Christina Robertson- Gardiner		60	80%
Eric Underwood		53	71%

The average score as reviewed by staff was 77.8%.

IV. URC REVIEW

Grants shall only be awarded to those projects with an average score of 70% or better. This application has an average score as rated by City staff of 77.8%. Based upon this current scoring by City staff, based on the submitted application, a grant award would be \$31,120 (\$40,000 X 77.8%).

While the application meets the 70% threshold based on the scoring criteria, the review committee would like a more detailed application which would include renderings, a spec sheet on building materials, more detailed drawings and ADA requirements for each of the three entries.

It is requested that the Urban Renewal Commission decide whether to approve the award for this project or direct the applicant to provide City staff with the additional information needed, as indicated above.

V. PROJECT COST

As required by the application process, the owner has provided proof of matching funds, is the County recognized owner of the building, and has provided three bids to perform the work:

Barry Coles Construction, Inc.	\$92,800.00
Aubrey Construction	\$104,900.00
The Burton Group, Inc.	\$96,500.00

VI. EXHIBITS

- A) Letter & Application (4 pages)
- B) Scope of work (1 page)
- C) Photo gallery and narrative (9 pages)
- D) Bids (3 pages)
- E) Financial match support documents (3 pages)
- F) Warranty Deed (2 pages)
- G) Certificate of Insurance (1 page)
- H) Address report (1 page)

Original Application



URBAN RENEWAL COMMISSION STOREFRONT IMPROVEMENT PROGRAM APPLICATION FORM

EXHIBIT A

APPLICANT INFORMATION

APPLICANT NAME: Gary Miller	E-MAIL: Millerranch3@aol.com
BUSINESS NAME (if applicable):	
OWNER'S MAILING ADDRESS: 16760 S Springwater Rd	PHONE: 503-970-1010
CITY, STATE, ZIP: Oregon City, Or 97045	FAX:
CO-APPLICANT NAME (if applicable): Jerry Burns	E-MAIL: Jerryburns1@comcast.net
CO-APPLICANT'S MAILING ADDRESS: 1430 Rosemont Rd	PHONE: 503-475-8007
CITY, STATE, ZIP: West Linn, Or 97068	FAX:

SITE INFORMATION

SITE ADDRESS: 704 Main Street	BUILDING TAX LOT & MAP NUMBER (if known): 22E31AB05500
CITY, STATE, ZIP: Oregon City, Or 97045	OWNER OCCUPIED OR LEASED? Leased
CURRENT USE OF BUILDING: Office/Retail	
Is the building on the local historic register or within historic overlay district? ☐ YES ☐ NO	
If yes, has the building plan been reviewed and approved by the Historic Review Committee? ☐ YES ☐ NO	

GRANT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

Removal of the 1950's concrete addition to the ground level façade along 7th Street. Restoration of this façade as close as possible to its original design by replacing the terra cotta base mouldings, applying cement plaster and installing new storefront doors and windows in the existing three retail locations. This is the second phase of an in-progress restoration and will focus on the 7th Street façade. The phase one restoration of the Main Street façade was completed in July, 2012.

GRANT REQUEST AMOUNT: \$40,000.00	
SOURCE OF MATCHING FUNDS (i.e., savings account, line of credit, etc.): Cash and credit line	
ANTICIPATED START DATE OF CONSTRUCTION: August, 2012	ANTICIPATED FINISH DATE OF CONSTRUCTION: November, 2012

DESIGN

APPLICANT'S ARCHITECT: Brian Emerick	E-MAIL: brian@emerick-architects.com
MAILING ADDRESS: 208 SW 1st Ave. Suite 320	PHONE: 503-235-9400
CITY, STATE, ZIP: Portland, Or 97204	FAX: 503-235-9310
ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified): 3999	

The applicant understands that the proposed improvements must be evaluated and approved by the Oregon City Urban Renewal Commission. Certain changes or modifications may be required by the Urban Renewal Commission prior to final approval.

The applicant understands that a match/grant information sign must be posted 30 days prior to, during, and 30 days after the improvement's construction phase.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a 50-50 matching grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable) 
DATE: 7/18/12	DATE: 7/18/12

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3rd Co-Applicant: Bodie Bemrose
PO Box 6114
Portland, Or 97304
503-261-3274
Bemrose@qwestoffice.net

X 
Date: 7/18/12

July 18, 2012

City of Oregon City
Urban Renewal Commission
Att: Michele Beneville, Grant Coordinator
625 Center Street
Oregon City, Oregon 97045

Re: Storefront Improvement Grant Phase II
Bank of Commerce Building
702 Main Street
Oregon City, Oregon 97045

Dear Michele,

Enclosed, please find our urban renewal grant application for the Bank of Commerce building located in downtown Oregon City. The following is an overview of phase one and two of our renovation project and some history on the Bank of Commerce Building.

The Bank of Commerce building is among the most important buildings on Oregon City's Main Street. The signature A.E. Doyle design still conveys much of its imposing financial institution character. This is despite the extensive mid-century remodel by J.C. Penny's department store that fundamentally altered the function of the building along with its ground floor appearance.

Originally the building was designed to resemble a neo-classical temple with a base and cornice supported by 3-story ionic columns and engaged pilasters and walls infilled with brick masonry. It is a cast in place concrete structure with a brick veneer and terracotta trim detail elements. The narrow front of the building was sited to face Main Street and the original Oregon City Bridge, later replaced by Conde McCullough's Arch design. Inside, the building housed a 2-story public banking space with a mezzanine and offices on a 3rd story above.

In the 1950's, the department store made some major changes to both the exterior and interior. Inside, the original ground floor banking double volume was divided into two floors. This had the effect of changing the tall windows on the exterior into an upper and lower punched opening. At the same time, ground floor windows were enlarged to better serve the new retail need. Most destructive to the building character though, was the first story overlay of a modern monolithic concrete design element that obliterated base of the building and visually truncated the proportions. At the same time, the signature twin ionic terracotta columns that flanked the original entry were removed to make way for a cantilevered concrete slab canopy in this area.

PHASE I Main Street Façade - In the first phase of work which was completed in July 2012, we explored whether removing these ground floor exterior alterations was feasible or even possible. We found that while some areas of the concrete were cast directly over the masonry and had pretty well destroyed the brick, other areas incorporated a concrete block overlay that was removable with the majority of the brick behind remaining. We also studied removing the concrete canopy at the entry, restoring damaged brick and the possibility of restoring the signature columns, which resulted in a detailed report submitted to the City's Urban Renewal Commission in November, 2011.

Ultimately, the scope of work settled on for Phase I was to restore the ground floor look of the building on Main Street and one bay around the corner by removing the concrete overlay and canopy, applying a cement stucco finish over the damaged brick and installing a more appropriate wood sash storefront door/window system. In addition, custom moulds were made to replicate the missing terracotta column bases and trim around the Edward Jones entrance and the entrance to the second and third floor offices. The work is designed to allow for the two signature terracotta columns to be restored in the future Phase III.

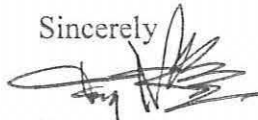
PHASE II 7th Avenue Façade- The scope of this proposal is to continue the restoration work along the side façade that flanks 7th Street. Having thoroughly explored most of the issues involved in Phase I, we have a high degree of confidence in what this task will require. While in some ways it is very similar, including demolition of the concrete and tile overlay, cement stucco, terracotta column base replication, retail window replacement, and restoration of the base cement plaster look, there are a couple of notable differences.

First, we have the change on this façade from the oversize vertical windows into a pair of punched openings due to the insertion of a 2nd floor. While removing the 2nd floor is not a feasible option to restore the original look, we do plan to move the ground floor windows back into the same plane as the upper ones and create a spandrel panel between the two that reads more as a single tall opening.

Second, we have several new independent retail storefronts along this façade that were not there originally. Removing these entries is not a feasible option. However, we plan to eliminate the cavernous recesses, remove the aluminum storefront, and create new storefronts that are more in keeping with the original building character. These would be in the same plane as the exterior to read closer to what was originally there.

If you need additional information or have any questions please feel free to contact me.

Sincerely



Gary R. Miller

emerick architects p.c.

Bank of Commerce Building

January 27, 2012

Remove remainder of concrete + tile overlay along w/concrete trim band.

Restore ~~damaged masonry~~, missing terracotta column bases + cement plaster foundation zone similar to Phase 1, in progress.

Replace aluminum windows w/ wood storefront system that includes a spandrel panel at the 2nd floor line to read more like the original 2-story windows.



Restoration Scope - Phase 2

702 Main Street, Oregon City

New storefront entries in the same plane as the exterior to be more congruent with traditional period design.



Remove plywood infill + move window heads higher.

Restore masonry to closer match original design.

Provide new entry to match period storefront with transom glazing that is closer to original design.

Original terracotta column base to remain.

Remove tile base and apply cement plaster finish to match original as in Phase I.

Typical Bay Restoration

702 Main Street, Oregon City



Historic photos, circa 1940's-1950's



Photo 1

Bank of Commerce Building: Located at the corner of 7th and Main. The Bank of Commerce visually anchors the urban fabric of downtown to the Oregon City Arch Bridge and is located on our heavily traveled connective corridor between the Municipal Elevator and the downtown core. Photo shows building before Phase I work began in 2011.



Photo 2

Bank of Commerce Building: Main Street façade restoration (Phase I work) began in 2011. Phase II work around the corner on 7th Street will continue this work through demolition and restoration.

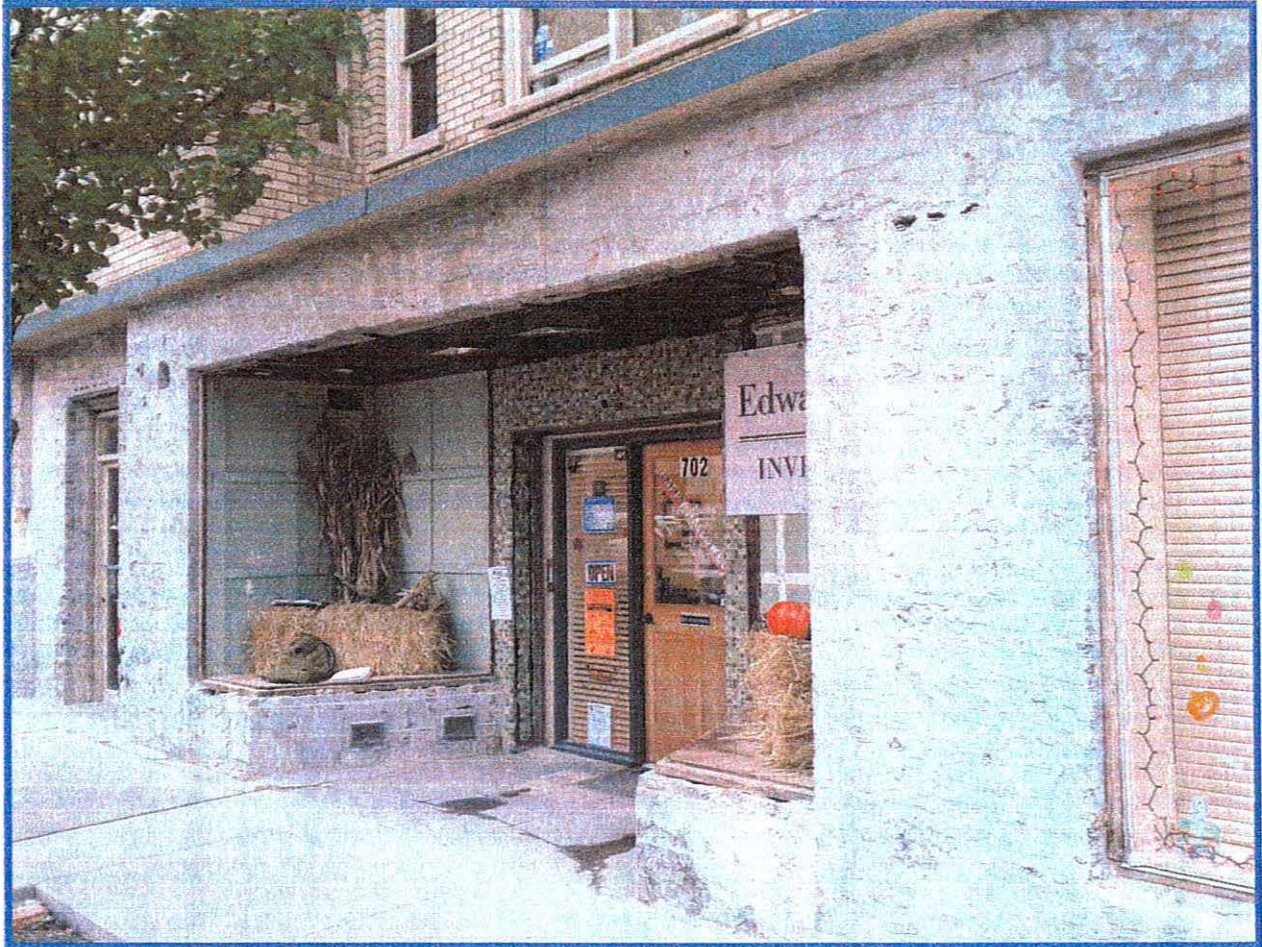


Photo 3

Bank of Commerce Building: 7th Street façade as seen from base of Municipal Elevator. This façade will face new public scrutiny this year as two-way traffic flow is restored to 7th Street. Façade improvements on this facing will reintroduce the thematic elements of the original façade while working with the internal changes (addition of a whole floor at the mezzanine level) to the building.



Photo 4

Bank of Commerce: façade detail shows the high level of restoration work needed to return storefront to it's historic character due to previous façade treatments.

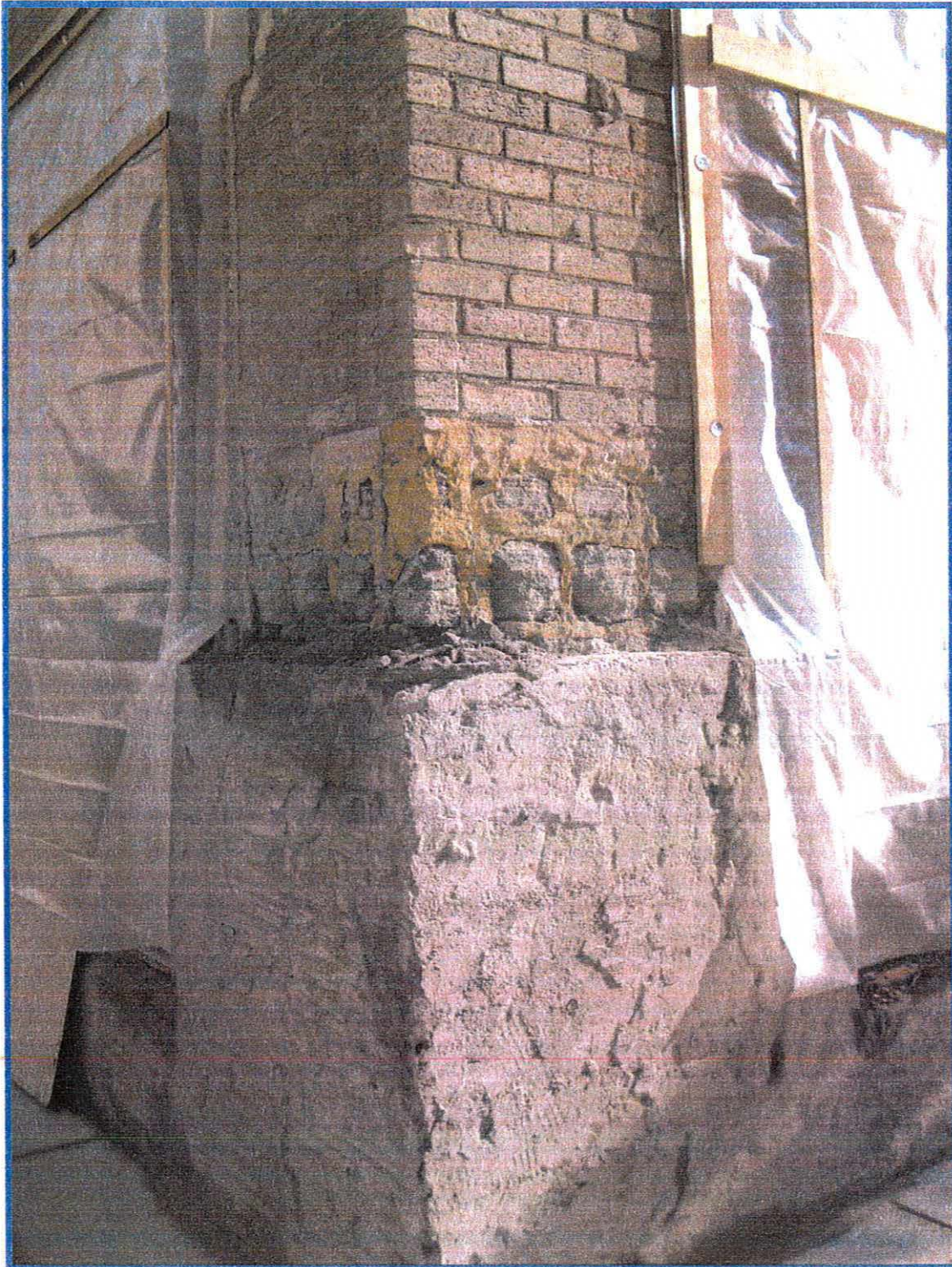


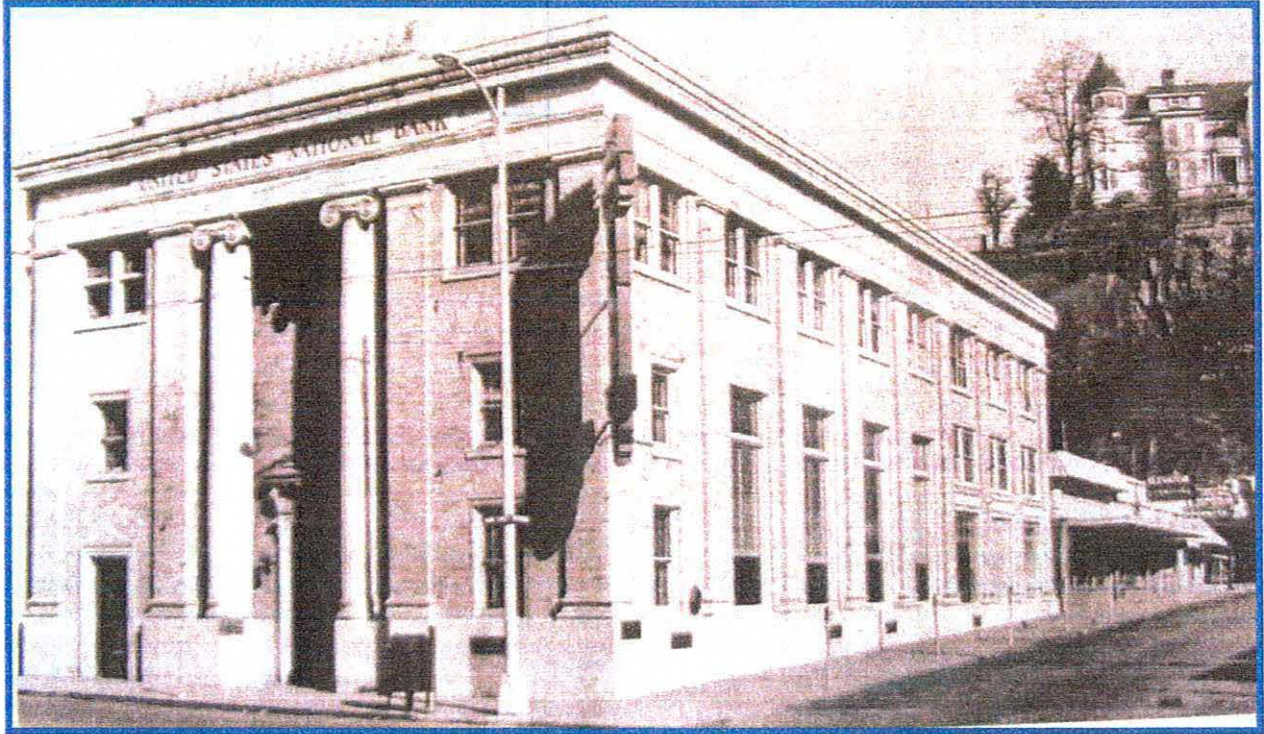
Photo 5

Bank of Commerce – 7th Street façade will be the focus of this phase of the project and will restore the façade to its historic character while working with the modified internal layout of the building.



Historic Photo

Bank of Commerce Building: This building sets the precedent for façade restoration work on both Main Street (Phase One) and 7th Street (Phase Two – planned for 2012.)



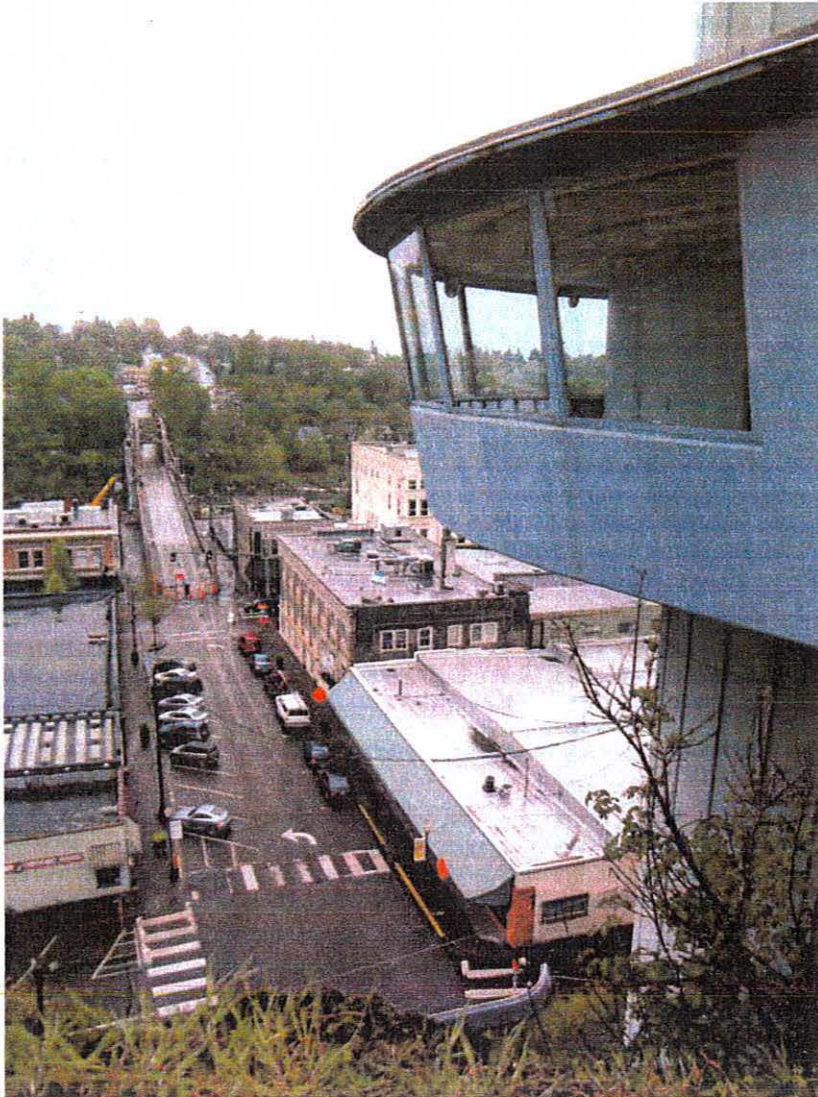
Graphic Rendering

Bank of Commerce Building: Phase I work on Main Street Façade. The details restored to the Main Street façade will be incorporated around the corner on 7th Street to fully integrate the retail level aesthetics of the building.



Site Context

The Bank of Commerce Building is located at an anchor position in our downtown between the historic Arch Bridge and the Municipal Elevator. Seventh Street is a vital link in our pedestrian focused connective corridor between downtown and the rest of Oregon City, including the historic McLoughlin Promenade and neighborhood. This street will be the focus of more than \$500,000 in infrastructure and streetscape improvements this year including a return to two-way traffic flow. Bank of Commerce is the three story building located in middle of frame on right hand side of street.



July 1, 2012

Barry Coles Construction Inc.

16321 SE Maple Hill Ln.
Boring, Oregon 97009
C.C.B. #120894
503-667-9463

Job Estimate For: Bank of Commerce Building
702 Main Street
Oregon City, Or 97045

Contact: Gary Miller – 503-970-1010
16760 S. Springwater Rd
Oregon City, Or 97045

Store front/facade improvement on 7th Street side of building. Extension of phase 1 renovation:

1. Project Logistics to include supervision, rental, delivery, weather and dust
2. Demolition: removal of framing and windows. Tile and concrete ledge removal to be done by masonry/concrete cutting contractor.
3. Replace/repair concrete entries
4. Masonry/Stucco: removal of existing tile, concrete ledge, and surfaces that cover the original brick. Apply cement stucco finish to match phase 1. Provide and install replica terra cotta base molds and window sills
5. Carpentry: rough carpentry in entry and window/door openings. Finish carpentry, sheetrock and paint on interior. Remove plywood surface on three bays on second floor and install re-cover.
6. Doors and Windows: Install storefront windows/doors and three second floor windows.
7. All debris removal and clean-up of work site included.

Total job cost excluding drawings/permits: \$92,800.00

We look forward to working with you on this project.

Sincerely

Barry Coles

Aubrey Construction

General Contractor, Licensed & Bonded in Oregon and Washington
503-505-1372 - Cyclone_83@msn.com
CCB#135523 - CCBECB#AUBRECM011P7

JOB ESTIMATE

TO:

Bank of Commerce Building
Att: Gary Miller
704 Main St.
Oregon City, Or 97045

JOB DESCRIPTION

Bank of Commerce building exterior rennovation - phase II

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

Demo existing cement/tile/Block wall siding up to and including the continuous cap along 7th Street.
Concrete repair/replacement at entry to retail spaces.
Install pre-cast concrete crown molding and window sills and prep area for cement stucco finish.
Remove wood panelling in 3 bays on second story. Repair dryrot, re-frame, install windows and prep for finish.
Apply cement stucco finish on walls and columns
Frame new storefront entries in the same frame as exterior.
Provide and install 3 storefront entry doors and trim
Storefront windows, trim and installation

Construction management/supervision equipment rental, parking, staging, etc.

TOTAL ESTIMATED JOB COST

\$104,900.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation.

Mike Aubrey

PREPARED BY

July 5, 2012

DATE

The Burton Group, Inc.

Construction/Remodeling

PROPOSAL

8-Jul-12

20133 Chanticleer Place
Oregon City, Oregon 97045

TO:

Bank of Commerce Building
702 Main St.
Oregon City, Or 97045

JOB DESCRIPTION
Exterior Rennovation along the 7th Street side of Building. A continuation of the Main Street phase I rennovation.

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Project Logistics Demolition Concrete Cement Stucco Metals Wood and Plastics Doors and windows Rentals/parking No provisions have been included for design drawing, engineering or permits.	
TOTAL ESTIMATED JOB COST	\$96,500.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Thank you for the opportunity!
Tim Burton

PROMISSORY NOTE

EXHIBIT E

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Off
\$150,000.00	06-19-2012	06-01-2013	70002367	3123, 4270	1279528	41

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Gerald W. Burns
1430 Rosemont Road
West Linn, OR 97068-2933

Lender: Umpqua Bank
Downtown Portland Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

Principal Amount: \$150,000.00

Date of Note: June 19, 2012

PROMISE TO PAY. Gerald W. Burns ("Borrower") promises to pay to Umpqua Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on June 1, 2013. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 5, 2012, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.500 percentage points over the Index, resulting in an initial rate of 4.750%. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Umpqua Bank, PO Box 1580 Roseburg, OR 97470.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**PROMISSORY NOTE
(Continued)**

Loan No: 70002367

Page 2

evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$10.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Gerald W. Burns, Individually. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender, regardless of the fact that persons other than those authorized to borrow have authority to draw against the accounts. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this

Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Umpqua Bank PO Box 1580 Roseburg, OR 97470.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X _____
Gerald W. Burns

LENDER:

UMPQUA BANK

X _____
Authorized Signer

RECORDING REQUESTED BY:
Fidelity National Title Company of Oregon

GRANTOR'S NAME:
Gerald W. Burns

GRANTEE'S NAME:
Gerald W. Burns
Bodie C. Bemrose
Gary R. and Laura L. Miller

SEND TAX STATEMENTS TO:
Gerald W. Burns
430 S. Rosemead Rd.
West Linn, Or 97068
AFTER RECORDING RETURN TO:
Same as above

Clackamas County Official Records 2007-092436
Sherry Hall, County Clerk
\$41.00
01138461200700924360030023 10/29/2007 10:25:34 AM
D-D Cnt=1 Stn=6 KARLYNWUN
\$15.00 \$18.00 \$10.00

Escrow No: 20070008489-FTFQR03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Gerald W. Burns, Grantor, conveys and warrants to Gary R. Miller and Laura L. Miller, husband and wife, as to an undivided one-third interest, Gerald W. Burns, as to an undivided one-third interest, Bodie C. Bemrose, as to an undivided one-third interest, all as tenants in common, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon:

See Attached Exhibit "ONE"

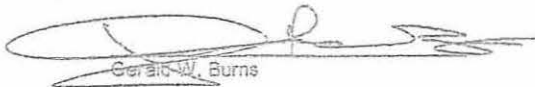
Subject to and excepting: See Attached Exhibit "TWO"

See Exhibit

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 39.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

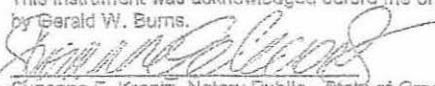
THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$ 639,210.04 (See ORS 93.030) *which a portion has been paid by an accommodator pursuant to a IRC 1031 Tax Deferred Exchange

DATED: October 25, 2007


Gerald W. Burns

State of OREGON
COUNTY of Multnomah

This instrument was acknowledged before me on 10/25 2007
by Gerald W. Burns.


Suzanne E. Krantz, Notary Public - State of Oregon
My commission expires: 06/15/09



This instrument filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon this file. 03-2007-3469

EXHIBIT "ONE"

That portion of Lot 5, Block 24, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, described as follows:

Beginning at the most Westerly corner of said Lot 5, at the intersection of Main and Seventh Streets, in said Oregon City; thence Northeasterly along the Southeasterly line of Main Street and the Northwestern line of said Lot 5, a distance of 50 feet to a point; thence Southeasterly parallel with the line of Seventh Street and the Southwesterly line of said Lot 5, a distance of 105 feet to the Southeasterly line of said Lot 5; thence Southwesterly along the Southeasterly line of said Lot 5, a distance of 50 feet to Seventh Street, and the Southwesterly line of said Lot 5; thence Northwesternly along the Southwesterly line of said Lot 5, a distance of 105 feet to the point of beginning.



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT GDATE (MM/DD/YYYY)
11/15/2011CERTIFICATE HOLDER, THIS
IS THE POLICIES BELOW.
AUTHORIZED REPRESENTATIVE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE OF THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, THE PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BEECHER CARLSON INSURANCE AGENCY LLC 707 MURPHY RD MEDFORD, OR 97504 (888) 661-3938 X1061 882	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 E-MAIL ADDRESS: Service.center@travelers.com PRODUCER CUSTOMER ID #: 4236H0132 INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B: THE TRAVELERS INDEMNITY COMPANY INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES**CERTIFICATE NUMBER:** 366059742211813**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ HIRED AUTO ☒ NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X		680-0621M505-11	01/23/2011	01/23/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPIOP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$5,000			CUP-8887Y154-11	01/23/2011	01/23/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - DESIGNATED PERSON/ORGANIZATION, CG T4 91.

CERTIFICATE HOLDER**CANCELLATION**THE CITY OF OREGON CITY
221 MOLALLA AVENUE, SUITE 200
OREGON CITY, OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J. Swan

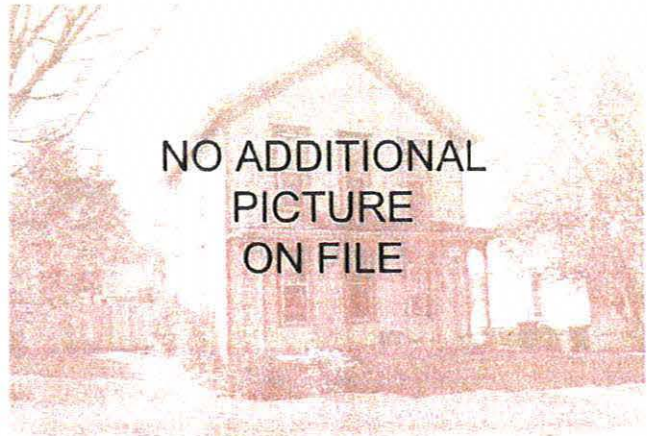
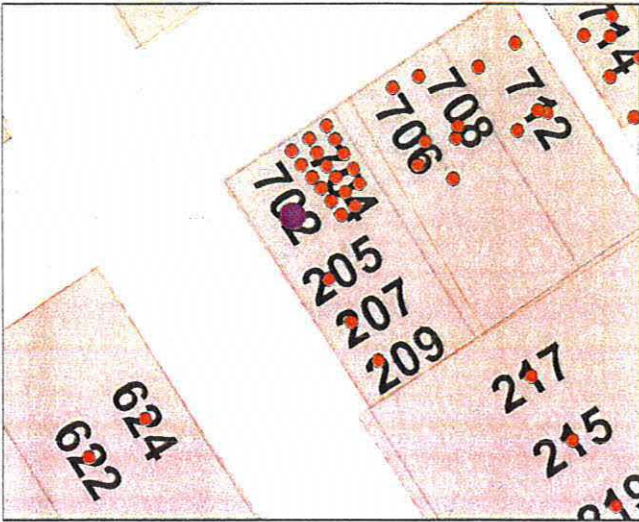
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Oregon City: Address Report

Printed September 25, 2012

Address: 702 MAIN ST

Taxlot Number: 2-2E-31AB-05500



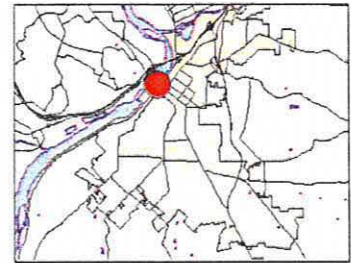
Address Information

Address: 702 MAIN ST
OREGON CITY
OR 97045

Complex Name:

In City? Y

In UGB? Y



The following information is derived from the taxlot database, and may not necessarily apply to the specific address location.

Taxlot Description

Taxlot Number: 2-2E-31AB-05500
Alt ID: 00572384
Taxlot Area (acres - approx): 0.12
Twn/Rng/Sec: 02S 02E 31
Tax Map Reference: 22E31AB

Taxlot Values

As of: 12/15/2011
Land Value (Mkt): \$67,434
Building Value (Mkt): \$458,220
Net Value (Mkt): \$525,654
Note: These are Market, NOT Assessed values.

Taxpayer Information

Last Name: BURNS
First Name: GERALD W
Taxpayer Address: 1430 S ROSEMONT RD
WEST LINN
OR 97068

Taxlot Planning Designations

Zoning: MUD
- Mixed Use Downtown District
Comprehensive Plan: mud
- Mixed Use - Downtown

Taxlot Location Information

In Willamette Greenway? N
In Geologic Hazard? N
In Nat. Res. Overlay District (NROD)? N
In 1996 Floodplain? N

Taxlot Community Information

Subdivision: NONE
PUD (if known):
Neighborhood Assn: Citizen Involvement Comm
Urban Renewal District: dtura
Historic District:
Historic Designated Structure? N



This map is not suitable for survey, engineering, legal, or navigation purposes. Data errors and omissions may exist in map and report.



City of Oregon City

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

Staff Report

File Number: 12-242

Agenda Date: 12/5/2012

Status: Consent

To: Urban Renewal Commission

Agenda #: 5a.

From: City Recorder Nancy Ide

File Type: Minutes

Minutes of the October 3, 2012 Regular Meeting



City of Oregon City

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

Meeting Minutes Urban Renewal Commission

Wednesday, October 3, 2012

5:45 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Chair Shaw called the meeting to order at 5:55 PM.

Present: 7 - Paul Edgar, Doug Neeley, Carol Pauli, Graham Peterson, Kathy Roth, Brian Shaw and Rocky Smith

Absent: 2 - Betty Mumm and Philip Yates

Staffers: 9 - David Frasher, Tony Konkol, Nancy Ide, Wyatt Parno, Maureen Cole, Eric Underwood, Kelly Burgoyne, Ed Sullivan and Jim Loeffler

2. Citizen Comments

Bryon Boyce, resident of Oregon City, had worked with the developer of the Cove project to get an environmentally friendly project designed and implemented. He was concerned that those aspects would be lost if the developer was lost. He was in support of the City continuing to work with the developer.

Jerry Herrmann, resident of Oregon City, echoed Mr. Boyce's comments. Many changes had been made to the plan because of the advocacy of the Natural Resources Committee. He stood by the developer and wanted the City to move forward.

Tom O'Brien, resident of Oregon City, publicly apologized to Eric Underwood, Economic Development Manager, and Chris Edmonston, property owner, for remarks he made at the last Urban Renewal Commission meeting indicating the property located at 712 Main Street was owned by T5 Equity Partners LLC when it was actually owned by T5 Equities LLC. This company was not affiliated in any way with any large multi-billion dollar corporation. He explained how the mistake was made, and hoped his apology was accepted.

William Gifford, resident of Oregon City, apologized to Commissioner Roth regarding sending her City budget information when she wanted Urban Renewal budget information. He discussed a recent historical find, the Metzger's Atlas of Clackamas County, Oregon, 1937.

Dan Fowler, resident of Oregon City, concurred with Mr. Boyce regarding the developer for the Cove project. He discussed an article in Oregon Live written by Commissioner Roth. He explained how the money was derived for Urban Renewal. The facts for how Urban Renewal worked should not be debated or misrepresented, only the philosophy should be discussed. He also took exception to the statement in the article that people were not an uneducated crowd waiting to be told how to react. He thought both sides were very educated about this issue.

3. Adoption of the Agenda

The agenda was adopted as presented with item 4d being discussed first at the request of Commissioner Edgar. The Commission agreed.

4. General Business

4a. 12-109 Adaptive Reuse/Building Rehab Program

Mr. Underwood said in August he had brought forward three applications for the Adaptive Reuse/Building Rehab Program. Staff had reviewed the applications and recommended an award for all three. He gave an overview of the projects and reasons for the recommendation. The first application was for 722 Main Street for \$150,000.

Commissioner Smith asked if the center pane design would be brought back to the upper windows.

Jason Bauldree, owner of the property, said the goal was to bring the storefront to as close to historic representation as possible. It was the intent to bring the design back.

Mr. Underwood reviewed the application for 804 Main Street for \$45,000. There was no seismic upgrade requirement for the building.

Andy Busch, owner of the property, explained the seismic components of the project. He discussed how the improvements would bring value downtown. There were two new tenants for the building who were excited to come to Main Street.

Tom O'Brien, resident of Oregon City, commented that if this businesses had not been offered the grant, it would have found a way to make the same investment. He did not think it was a wise expenditure as it raised the rent values for the property owner without a significant show of return.

Mr. Underwood reviewed the application for 818 Main Street for \$30,000.

A motion was made by Commissioner Pauli, seconded by Commissioner Neeley, to approve the recommendations of staff for the Adaptive Reuse/Building Rehab Grants. The motion carried by the following vote:

Aye: 6 - Paul Edgar, Doug Neeley, Carol Pauli, Kathy Roth, Brian Shaw and Rocky Smith Jr.

Abstain: 1 - Graham Peterson

4b. 12-145 Storefront Improvement Program Grant, 722 Main Street

Mr. Underwood explained the project was for both the Main Street and 8th Street facade. Staff recommended awarding \$34,250. The goal was to bring back the original facade features.

A motion was made by Commissioner Neeley, seconded by Commissioner Roth, to approve the staff recommendation for the Storefront Improvement Grant for 722 Main Street. The motion carried by the following vote:

Aye: 6 - Paul Edgar, Doug Neeley, Carol Pauli, Kathy Roth, Brian Shaw and Rocky Smith Jr.

Abstain: 1 - Graham Peterson

4c. 12-146 Storefront Improvement Program Grant for 702 Main Street

Mr. Underwood described the project for improvements that fronted 7th Street that would be a continuation of the previous project on Main Street. Staff did not think there was enough detail in the application to decide on an amount to recommend. The Commission could continue the item so that more information could be submitted.

Commissioner Smith discussed what was considered to be storefront.

There was discussion regarding the columns for the building.

A motion was made by Commissioner Neeley, seconded by Commissioner Pauli, to continue the Storefront Improvement Grant application for 702 Main Street. The motion carried by the following vote:

Aye: 7 - Paul Edgar, Doug Neeley, Carol Pauli, Graham Peterson, Kathy Roth, Brian Shaw and Rocky Smith Jr.

4d. 12-148 Urban Renewal Grant Program Application History

Mr. Underwood said at the last Urban Renewal Commission meeting staff was directed to answer questions regarding Urban Renewal incentive grant programs. He had developed spreadsheets and application history charts that addressed these questions. He reviewed the Storefront Grant summaries and history of the Adaptive Reuse Rehab Grant.

Commissioner Edgar suggested more outreach to businesses for a greater distribution.

5. City Manager's Report

David Frasher, City Manager, stated he would be at the ICMA conference next week and Tony Konkol, Community Development Director, would be Acting City Manager. He thanked Mr. Underwood for the good job he was doing.

7. Adjournment

Chair Shaw adjourned the meeting at 7:01 PM.

Respectfully submitted,

Nancy Ide, City Recorder



City of Oregon City

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

Staff Report

File Number: 12-240

Agenda Date: 12/5/2012

Status: Consent

To: Urban Renewal Commission

Agenda #: 5b.

From: City Recorder Nancy Ide

File Type: Minutes

Minutes of the October 17, 2012 Regular Meeting

RECOMMENDED ACTION (Motion):

BACKGROUND:



City of Oregon City

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

Meeting Minutes Urban Renewal Commission

Wednesday, October 17, 2012

5:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Vice Chair Edgar called the meeting to order at 5:00 PM.

Present: 7 - Paul Edgar, Betty Mumm, Doug Neeley, Carol Pauli, Graham Peterson, Kathy Roth and Philip Yates

Absent: 2 - Brian Shaw and Rocky Smith

Staffers: 8 - David Frasher, John Lewis, Tony Konkol, Nancy Ide, Scott Archer, Wyatt Parno, Eric Underwood and Kelly Burgoyne

2. Citizen Comments

There were no citizen comments.

3. Adoption of the Agenda

The agenda was adopted as presented.

4. General Business

4a. 12-182 Minutes of the September 19, 2012 Regular Meeting

A motion was made by Commissioner Roth, seconded by Commissioner Mumm, to approve the minutes of the September 19, 2012 Regular Meeting. The motion carried by the following vote:

Aye: 6 - Paul Edgar, Betty Mumm, Doug Neeley, Carol Pauli, Graham Peterson and Kathy Roth

Abstain: 1 - Philip Yates

4b. 12-181 Clackamette Cove, LLC Presentation

Eric Underwood, Economic Development Manager, said the developers had requested to give an update on the Cove project. Most of the items on the list in the August 20 letter had been submitted.

Ed Darrow and Randy Tyler, Pacific Property Search, gave a brief history of the project, the infrastructure, design, and engineering that had been done, and money that had been put into the project. The plans requested by the City had been submitted. They did not want to renegotiate the incentives and credits. They requested the Commission's support to sign the DDA and make it conditional upon proving the developers had equity and financing. The plan was to break ground in

the spring of 2013.

There was discussion regarding the parking area for the trailhead, explanation of the phasing, and future assessed value and tax increment financing for the project.

Commissioner Edgar requested a validation of the financing to know whether or not there was adequate TIF generation that covered the debt.

Mr. Underwood replied that analysis had been done. The trouble was finding a lender to grant a 15 year amortization.

There was further discussion regarding contingency plans for the economy, if they were not able to find a lender, or if there was flooding and damage to the Cove.

Richard Craven, Environmental Consultant, had worked on the dredging permit for the mouth of Clackamette Cove. Due to the possibility of a major high water event washing out the peninsula, the City was looking at potential solutions to the erosion downstream at the tip of the peninsula. There had always been a big gravel bar because of a backwater condition of the Willamette River. Before proposing solutions, the City needed to identify what the objective was for the area and develop solutions around that objective. He discussed the issues of algae bloom, water quality of the Cove, and more gravel being collected on the gravel bar. He did not think a large flooding event and the mouth of the Cove filling up with sediments was an issue of high priority.

Mayor Neeley saw this as an investment in the future. This property was already owned by Urban Renewal, and was not collecting taxes currently.

Commissioner Edgar said the key was coming up with adequate TIF that covered the debt to pay off the bond in 2028.

Commissioner Mumm said the School Superintendent told the City that Urban Renewal did not affect the District's budget. It was how many children were in the community.

Mr. Tyler stated for every Urban Renewal dollar that was spent, it attracted three or four dollars of private investment. The project would improve the Oregon City Shopping Center as well.

There was discussion regarding authorizing staff to make the land use approvals and for the Commission to approve the extension of a conditional DDA.

Commissioner Yates thought the DDA should be discussed in Executive Session.

Tony Konkol, Community Development Director, thought the DDA should proceed further before the land use approvals were made.

A motion was made by Commissioner Neeley, seconded by Commissioner Peterson, to proceed with a draft DDA. The motion carried by the following vote:

Aye: 5 - Betty Mumm, Doug Neeley, Carol Pauli, Graham Peterson and Kathy Roth

Nay: 2 - Paul Edgar and Philip Yates

5. City Manager's Report

There was no manager's report.

6. Future Agenda Items

Commissioner Edgar suggested a discussion on Urban Renewal debt and payoff.

Commissioner Neeley suggested a discussion on the pros and cons of subdividing the Urban Renewal District.

7. Adjournment

Vice Chair Edgar adjourned the meeting at 6:30 PM.

Respectfully submitted,

Nancy Ide, City Recorder



City of Oregon City

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

Staff Report

File Number: 12-241

Agenda Date: 12/5/2012

Status: Consent

To: Urban Renewal Commission

Agenda #: 5c.

From: City Recorder Nancy Ide

File Type: Minutes

Minutes of the October 30, 2012 Special Meeting



City of Oregon City

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

Meeting Minutes Urban Renewal Commission

Tuesday, October 30, 2012

7:30 PM

Commission Chambers

Special Meeting

1. Call to Order

Chair Shaw called the meeting to order at 7:40 PM.

Commissioner Roth and Commissioner Yates participated via teleconferencing.

Present: 9 - Paul Edgar, Betty Mumm, Doug Neeley, Carol Pauli, Graham Peterson, Kathy Roth, Brian Shaw, Rocky Smith and Philip Yates

Staffers: 6 - David Frasher, John Lewis, Tony Konkol, Nancy Ide, Wyatt Parno and Eric Underwood

2. Citizen Comments

Dan Fowler, resident of Oregon City, stated the County Tax Assessor met with the Oregon City Business Alliance to give a presentation on Urban Renewal and tax statements. He shared an example from a real tax statement that showed what happened to the rates with and without Urban Renewal.

Kevin Hunt, resident of Oregon City, discussed an article in the Oregon City News which stated Urban Renewal did take away from school funding. He also referred to statements made regarding the opportunity to bring Cabelas to Oregon City and thought it was an effort to throw the election as it was highly unlikely that it would happen.

Michael Berman, resident of Oregon City, spoke about the complexities of Urban Renewal and the need to look at opportunities as carefully as they would the purchase of a car.

Barbara Renken, resident of Oregon City, discussed a customer satisfaction form she received for Oregon City water. She did not know how the City could start new projects when there were blighted areas that needed addressing. She encouraged the Commission to watch the August 28 Water Rate Advisory Committee meeting.

3. General Business

12-204

The Rivers - Donahue Schriber Realty Group

Eric Underwood, Economic Development Manager, stated the City received correspondence from Donahue Schriber Realty Group indicating they were under contract for the Parker property, the former Rossman landfill. It was a letter of intent but negotiations had not yet begun. He was looking for direction on how to proceed. Staff needed a financial analysis, engineering estimates, and appraisal to establish a baseline for negotiations.

David Frasher, City Manager, discussed the differences of this proposal compared to the last proposal for the site. He agreed more information needed to be gathered first.

Commissioner Edgar suggested Bob Durgan could give more information on the proposal.

Bob Durgan, representing the Parker family, discussed offers that had been made on the Parker property. The numbers were not what was significant, it was developing a relationship and getting a return and creating a tax base for a gateway project. He introduced Jack Steinhauer from Donahue Schriber.

Mr. Steinhauer said this project could have a huge impact on the City and Donahue Schriber was not looking to gain anything more than what it took to get the site developable. This was early in the process and the numbers were preliminary, but they wanted to get the project in front of the Commission as soon as possible.

Chair Shaw said this site needed something special and unique to Oregon City.

Tom O'Brien, resident of Oregon City, agreed with the need for an independent appraisal. In past deliberations, there was discussion about an obligation to assist in covering the costs associated with this brownfield. The owners made significant income when the site was used as an income producing site and it was a regional site, not just an Oregon City site. If money was needed, all of the people who created the problem should participate in resolving the problem.

The Commission consensus was to move forward with the process.

4. City Manager's Report

There was no City Manager's report.

5. Adjournment

Chair Shaw adjourned the meeting at 8:17 PM.

Respectfully submitted,

Nancy Ide, City Recorder



City of Oregon City

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

Staff Report

File Number: 12-238

Agenda Date: 12/5/2012

Status: Consent

To: Urban Renewal Commission

Agenda #: 5d.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

Ball Janik Conflict Waiver Request

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission review the letter from the firm Ball Janik and approve the conflict waiver request.

BACKGROUND:

On November 5, 2012, the City Manager received a letter of request from Ball Janik asking for the Urban Renewal Commission (URC) and the City Commission to consent to a conflict waiver as it relates to legal representation of the Blue Heron Paper Company bankruptcy trustee. The City and the URC granted a similar waiver associated with the bankruptcy trustee on April 5, 2011 dealing with water billing and the purchase of water discharge rights.

The bankruptcy trustee has now requested that Ball Janik represent the bankruptcy estate in dealing with land use matters that affect the real property currently owned by the estate. At this time, it appears that all present and anticipated future work done by Ball Janik for the URC is unrelated to work that will be done for the bankruptcy trustee.

It is requested that the City Commission and the URC review the conflict waiver request (attached) and sign appropriately to approve.



City of Oregon City

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

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101 SW Main Street, Suite 1100
Portland, Oregon 97204

balljanik.com

t 503.228.2525
f 503.295.1058

November 5, 2012

Stephen T. Janik
sjanik@balljanik.com

David Frasher
Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045

Re: Conflict Waiver

Dear David:

This letter follows up on our prior conversation. We are requesting that the Urban Renewal Commission of the City of Oregon City (the "URC") and the City of Oregon City (the "City") waive the conflict described below. While the URC can be treated as an entity separate from the City, we are treating the URC as part of the City, and even though we do not technically represent the City, we are asking the City to approve the waiver due to the relationship between the City and the URC.

As you know, the firm has been representing, and continues to represent, the URC with respect to the Clackamette Cove project. In the past, the firm represented the URC with respect to The Rivers project proposed by Centercal LLC. That project never went forward. However, recently Donahue Schriber Company announced that it was acquiring the Parker land that was the site for The Rivers project, and it intends to proceed with a revised mixed-use project on that site. We hope that the firm will represent the URC with respect to the Donahue Schriber Company project.

In April 2011, the firm was asked to represent the bankruptcy trustee of Blue Heron Paper Company. The potential conflict at that time consisted of (i) a claim by the City against the bankruptcy estate for payment of a water bill, and (ii) a potential purchase by the City of certain water discharge rights. The City and the URC granted a conflict waiver pursuant to a conflict waiver letter dated April 5, 2011. The issue of the potential purchase by the City of water discharge rights is resolved, but the City's claim for payment of a water bill is still pending.

The trustee has now requested that the firm represent the bankruptcy estate in dealing with land use matters that affect the real property that is owned by the bankrupt estate. At this time, it is uncertain if the interests of the City and the URC will be congruent or adverse with respect to the interests of the bankruptcy estate. Given the possibility of some future potential adversity between the City

::ODMA\PCDOCS\PORTLAND\868579\1



Mr. David Frasher
November 5, 2012
Page 2

(or potentially the URC) and the bankruptcy estate, we are seeking a conflict waiver from the City and the URC to allow us to represent the bankruptcy trustee in the above-described matter, while we are representing the URC on the unrelated matters of Clackamette Cove and the Donahue Schriber Company project.

The bankruptcy trustee has consented to a conflict waiver, which consent is being confirmed in writing.

In addition, it is possible that you may, in the future, ask us to represent the URC or the City in an additional matter that is unrelated to any work we are doing for the trustee of the bankruptcy estate. In that case, by signing this letter, you agree that this waiver will cover any such future matters that are unrelated to any work we might do for the trustee of the bankruptcy estate.

In considering this conflict waiver, I would ask that you consider whether it is appropriate for our firm to continue to represent the URC in connection with the above-described projects in light of our representation of the bankruptcy trustee. More specifically, we request that you consider the following:

1. You should consider whether you are concerned that we may be less zealous or eager on behalf of the URC because the firm also represents the trustee in bankruptcy adverse to the City. Similarly, you should consider whether you are concerned that we may, inadvertently or otherwise, reveal any confidences of the URC to the bankruptcy trustee.

2. Some clients simply do not like having "their" lawyer also represent an opposing party even on unrelated matters.

3. Although our present and anticipated future work for you appears to be unrelated to work that we might do for the trustee, it is at least theoretically possible that some sort of relationship or overlap could come to exist over time. If that were to happen, and depending upon the circumstances, we might be required to stop representing the URC, which could result in your having to change counsel at a later time. If this were to happen, we would, of course, cooperate in the transition of any matters to new counsel.

Pursuant to the rules of professional conduct that govern our behavior, we hereby encourage you to seek independent counsel in deciding whether or not to consent to this waiver.



Mr. David Frasher
November 5, 2012
Page 3

If you are willing to consent to this waiver after such review as you deem appropriate, please sign the enclosed extra copy of this letter, and return it to me for my files. If you or the City's legal counsel have any questions or concerns that you would like to raise before you make a final decision on this waiver request, please let me know as soon as possible.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen T. Janik".

Stephen T. Janik

STJ:chf

cc: Brad T. Summers
William Kabeiseman

Conflict Waiver Approved:

The City of Oregon City

By: _____
Its: _____

The Urban Renewal Commission
of the City of Oregon City

By: _____
Its: _____

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting December 5, 2012 URC

Item Number From Agenda 4a

Landscape Architect

NAME: Gill Williams, David Evans + Associates

ADDRESS: Street: 2100 River PKwy
City, State, Zip: Portland OR 97201

PHONE NUMBER: ~~503-4~~ 503-223-6663

SIGNATURE: _____

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 12/5/12 URC

Item Number From Agenda 4a

NAME: SCOTT DREHER David Evans and Associate

ADDRESS: Street: 669 NE VALARIE CT.
City, State, Zip: HILLSBORO OR. 97124

PHONE NUMBER: 503-516-9035

SIGNATURE: *[Signature]*

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 12-05-12 URC

Item Number From Agenda 46

NAME:

Gary Miller

ADDRESS:

Street:

City, State, Zip:

Oregon City

PHONE NUMBER:

SIGNATURE:

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 12-05-12 URC

Item Number From Agenda 46

NAME:

Jerry Burns

ADDRESS:

Street:

City, State, Zip:

West Linn

PHONE NUMBER:

SIGNATURE:

McLoughlin Boulevard Enhancement Plan Phase 2

aka OR 99E: Clackamas River Bridge – Dunes (Oregon City)

Project Update

Oregon City Urban Renewal Commission
December 5, 2012 Regular Meeting



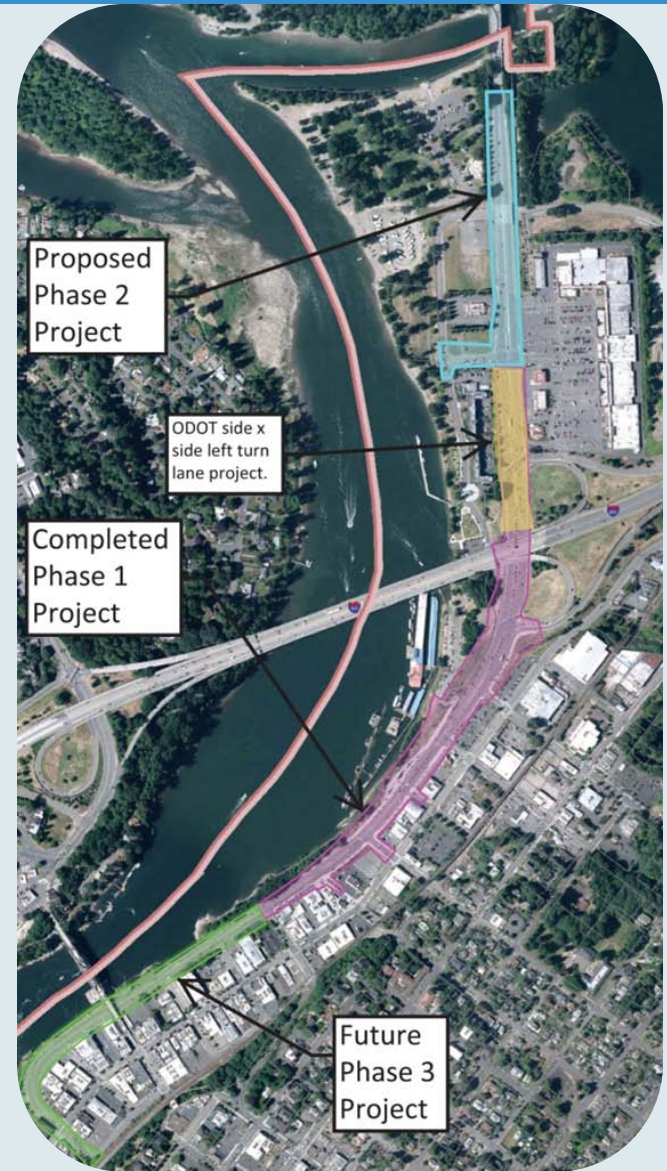
AGENDA

- Introduction
- Project Overview
- Existing Conditions
- Project Advisory Working Group
- PSU Architectural Design Partnership
- Project Constraints & Design Elements
- Design Schedule 2013

Corridor Plan

10 years PLUS Planning and Implementing

- TGM Planning Study
- McLoughlin Boulevard Enhancement Plan
- Design & Construction Phase 1 McLoughlin Blvd Enhancement Project from 10th Street to I-205
- Design Phase 2 McLoughlin Blvd Enhancement Project from Dunes Drive to Clackamas River Bridge



Stakeholder Goals

Interactive Process

- **Create** physical and visual connections between downtown Oregon City and Willamette River
- **Provide** enhancements for success of Oregon City's 2040 Regional Center and reinvigorated and well-connected waterfront, downtown, and gateway
- **Improve** safety for multi-modal travel through northernmost section of Oregon City's 2040 Regional Center and along a vital TriMet transit corridor
- **Construct** vehicular, pedestrian and bicycle "friendly" facilities through lane design, traffic calming, landscaping, and increased pedestrian and bicycle access-ways within Oregon City's "Mixed Use Downtown" zoning

Stakeholders: Residents, business owners, TriMet, Metro, ODOT and City, and travelling public

Phase 2 Project Area

McLoughlin Blvd. Enhancement Project—Phase 2

Area of Project Improvements



Overall Existing Conditions



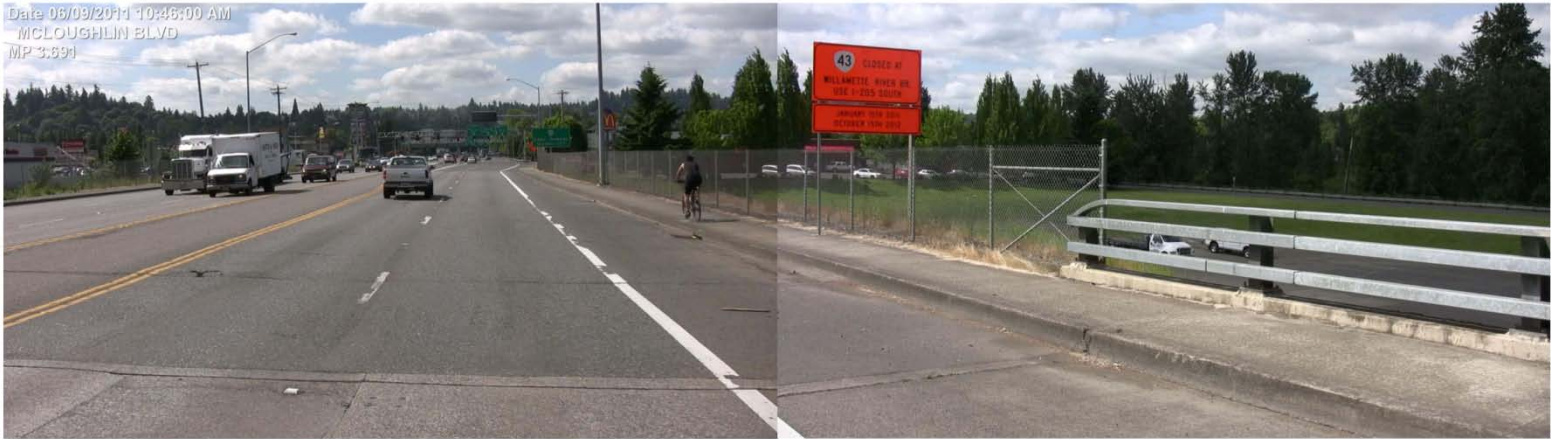
Existing Conditions

Date 05/09/2011 11:02:00 AM
MCCLOUGHLIN BLVD
MP 3.579



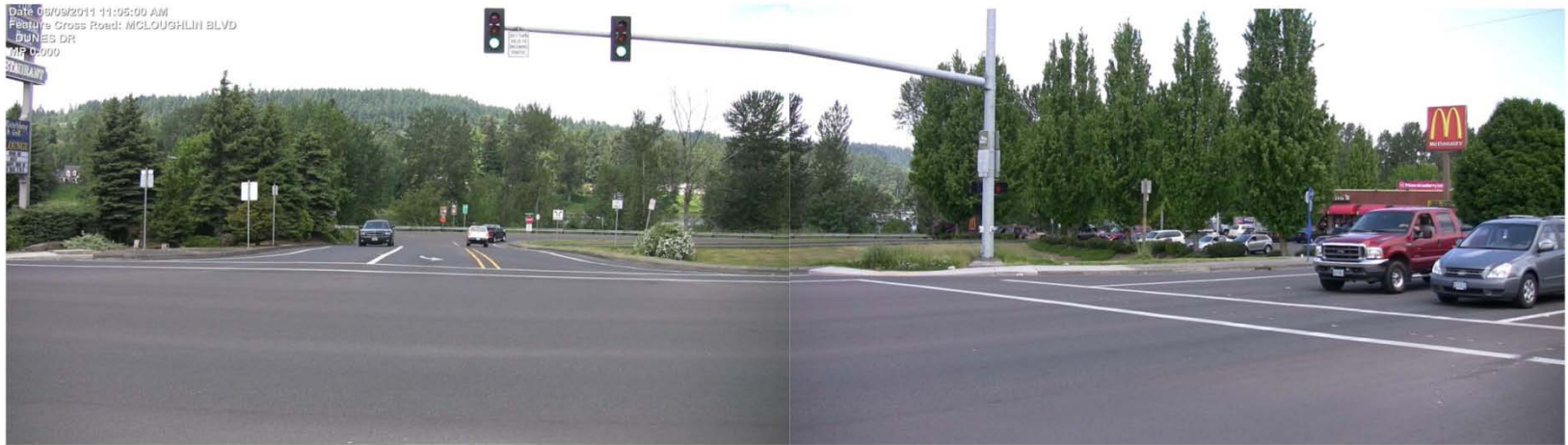
Looking north on McLoughlin Boulevard just north of Dunes Drive

Date 05/09/2011 10:46:00 AM
MCCLOUGHLIN BLVD
MP 3.691

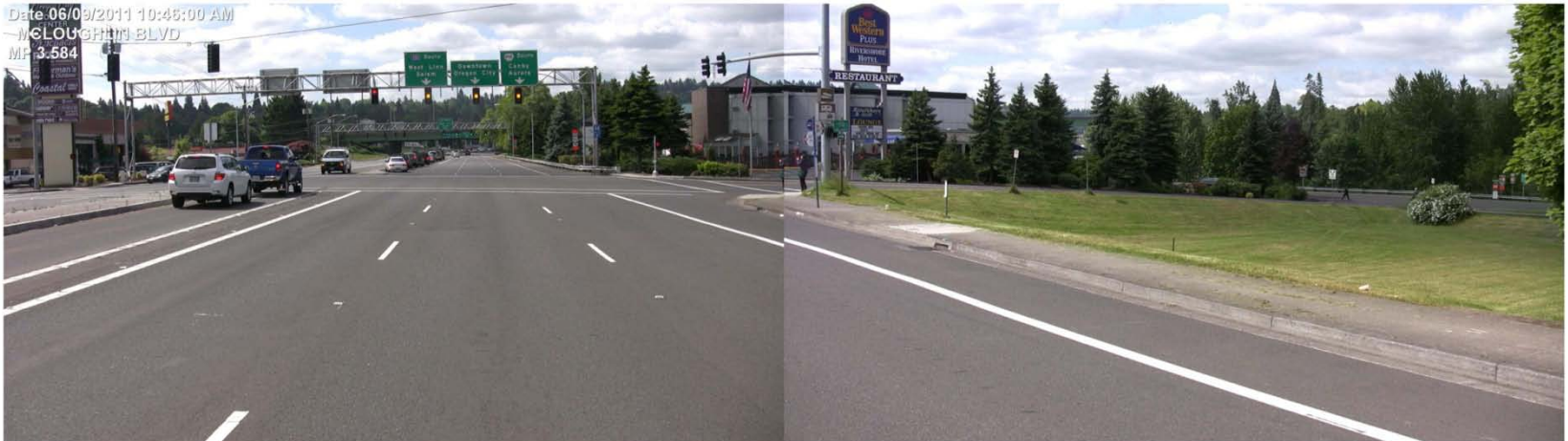


Looking south on McLoughlin Boulevard at bridge over Clackamette Drive

Existing Conditions (continued)



Looking west at Dunes Drive at McLoughlin Boulevard/Dunes Drive Intersection



Looking south on McLoughlin Boulevard just north of Dunes Drive

Phase 1 Enhancements

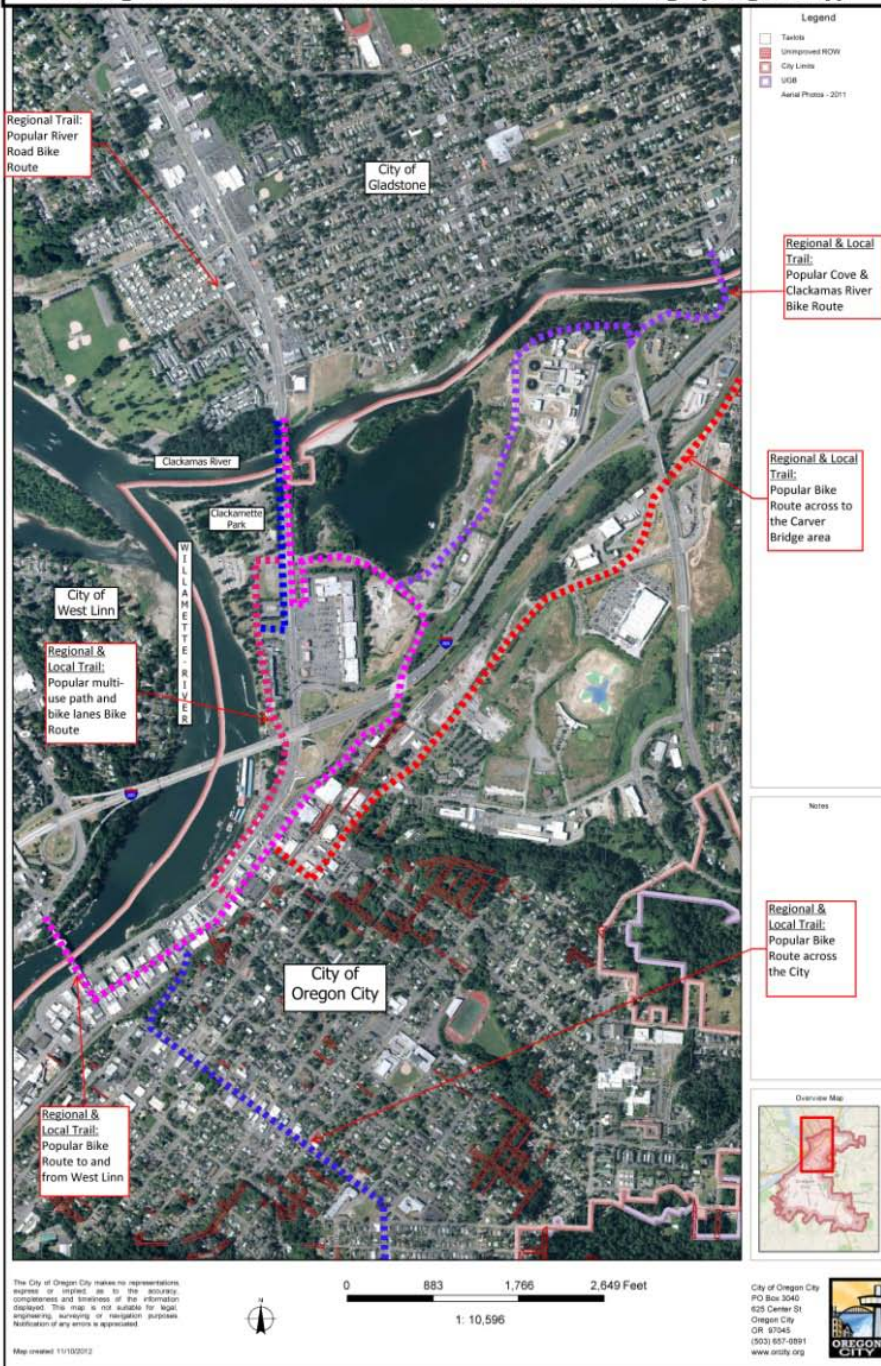


Looking south on McLoughlin Boulevard just south of I-205 interchange at 14th Street



Looking south on McLoughlin Boulevard at the I-205 interchange northbound on-ramp

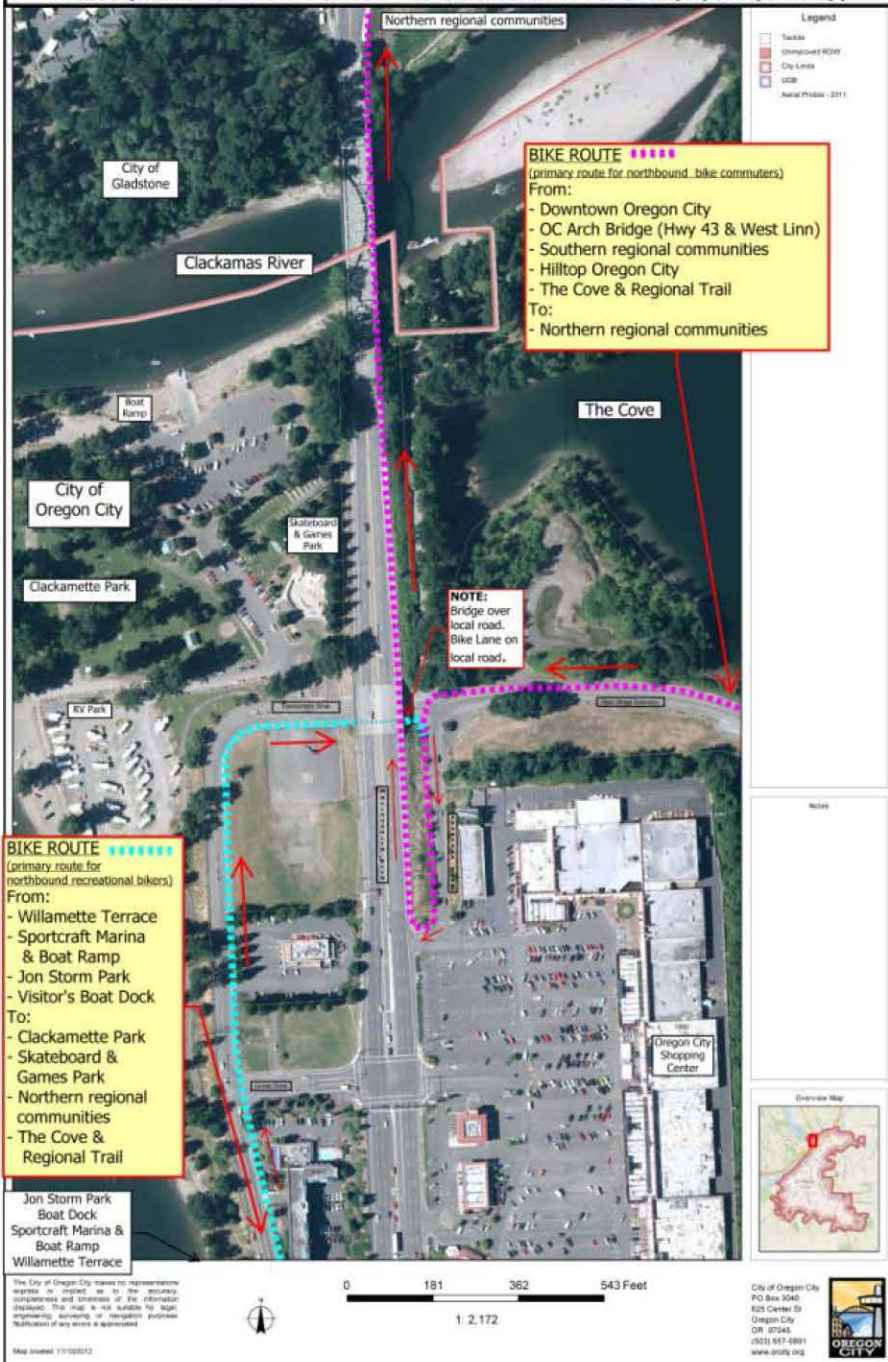
OVERALL MAP FOR PRIMARY BIKE ROUTES THROUGH OREGON CITY McLoughlin Blvd: From Dunes Dr to Clackamas River Bridge (Oregon City)



Primary Bike Routes Through Oregon City

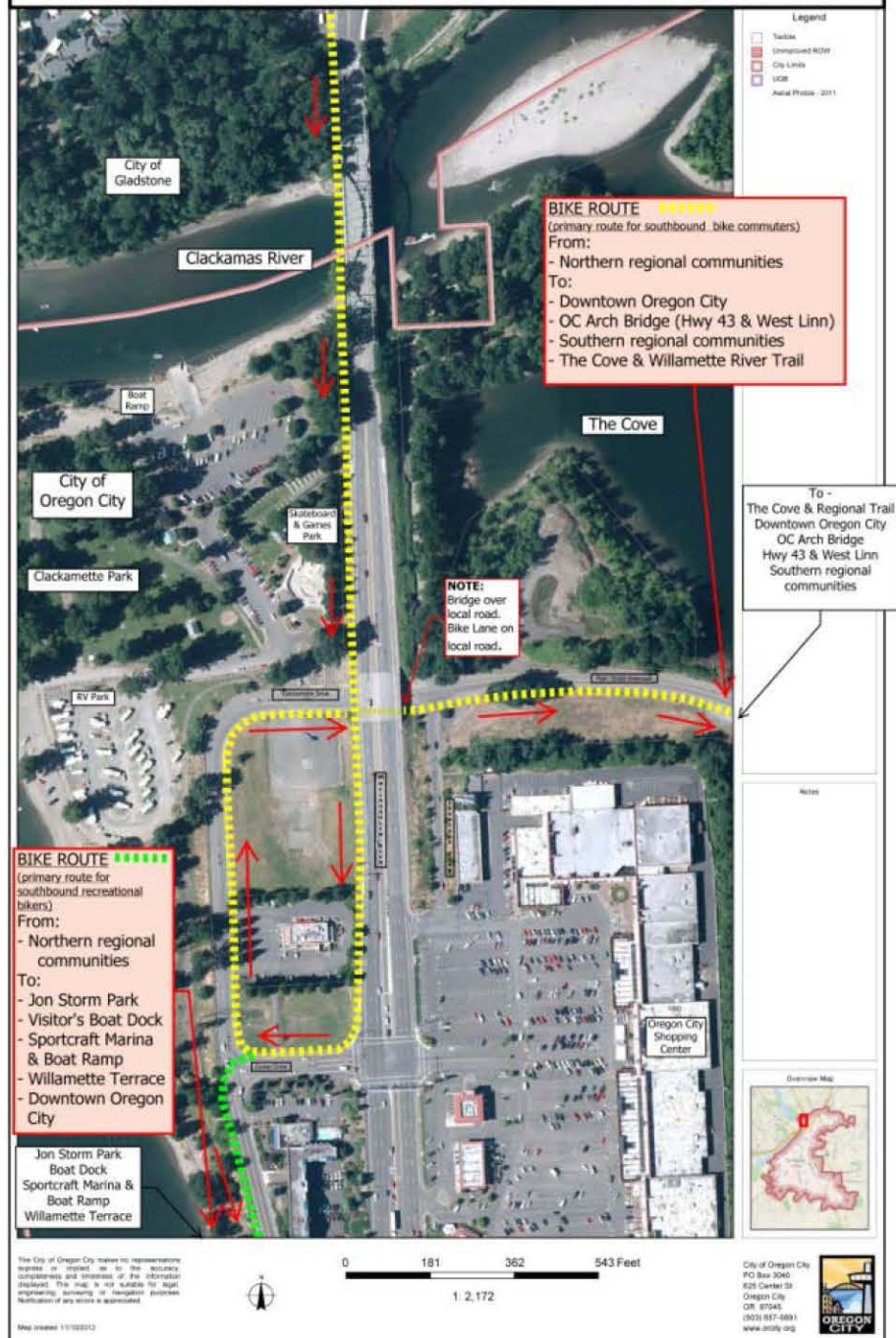
NORTHBOUND BIKE ROUTE MAP

McLoughlin Blvd: From Dunes Dr to Clackamas River Bridge (Oregon City)



SOUTHBOUND BIKE ROUTE MAP

McLoughlin Blvd: From Dunes Dr to Clackamas River Bridge (Oregon City)



Project Advisory Working Group

PAWG MEMBER ROSTER

CITIZEN

Mike Berman (CIC)
Bruce Danielson (CIC)
Shawn Dachtler (Past PRAC&PAC Ph1)
Paul Edgar (URC & CIC)
Larry Hanlon (CIC)
Bob Mahoney (TAC)
Steve VanHaverbeke (CIC)
Fred Wallace (TAC & TriMet)
Alice Watts (CIC)

AGENCY / Other

Jeff Owen (TriMet)
Anthony Butzek (Metro)
Rick Garrison (ODOT)
John Lewis (City of Oregon City)
Aleta Froman-Goodrich (City-Project Manager)

PROJECT TEAM

Scott Dreher (DEA - Project Manager)
KC Cooper (DEA - Public Involvement)
Gill Williams (DEA - Architect/Landscape)

Advisory Group Role:

- Participate in meetings
- Provide feedback on design collaboratively
- Make recommendations & include community involvement

PSU Architectural Design Partnership

- Design competition for architecture students
- Concepts based on project Values, Goals & Constraints
- Community provides feedback on designs & Votes on “People’s Choice”
- Project Team selects designs or design elements to include in Project

PSU Architectural Design Schedule

Jan 2013 - PSU Architecture Students Design Concepts Competition

Jan 12th – Site Tour for PSU Students

Jan 19th – PSU Students Design Charrette with Community Visits (at PSU)

Jan 29th – PSU Students Present Concepts to Community
Community Votes for “People’s Choice Award” (at City Hall)

Feb 4th – PAWG Meeting #3 – Design elements, PSU competition summary

Feb 6th – URC Meeting – PSU Competition Summary
URC Presents Award to “People’s Choice” Design Concept

Design Team incorporates concept elements

Project Values

- Maintain historical character of Oregon City
- Gateway should clearly announce entrance to Oregon City
- Design should support economic development
- Build enhancements to last, sustainability
- Incorporate natural elements

Project Values (continued)

- Consistency and cohesiveness in design
- Safety and accessibility for all travel modes
- Provide connections to regional bike and pedestrian systems
- Slow down traffic and maintain flow through the area
- Ensure good lighting and visibility

Project Constraints

- No Right-of-Way impacts to adjacent properties
- Physical constraints
 - o Clackamas River Bridge
 - o Bridge over Clackamette Drive/Main Street
 - o ODOT's variable message sign
 - o Pinch points south of Dunes Drive & at bridge
- Grade differences between McLoughlin Blvd & adjacent properties
- Widening roadway section would impact both project cost & floodplain fill.

Design Standards & Exceptions

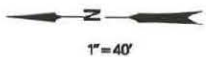
City Standards – local roads

ODOT Standards – McLoughlin Blvd

- Lane width reduced from standard of 12' to 11'
- Shy distance reduced from standard of 2' to 1'
- Median width reduced from standard of 16' to 10'-14'
- Street trees do not meet ODOT Street Tree Standard of 6' from face of curb to face of tree
- Clear zone requirements are not being met with street trees
- Bull noses are not typically used on ODOT facilities

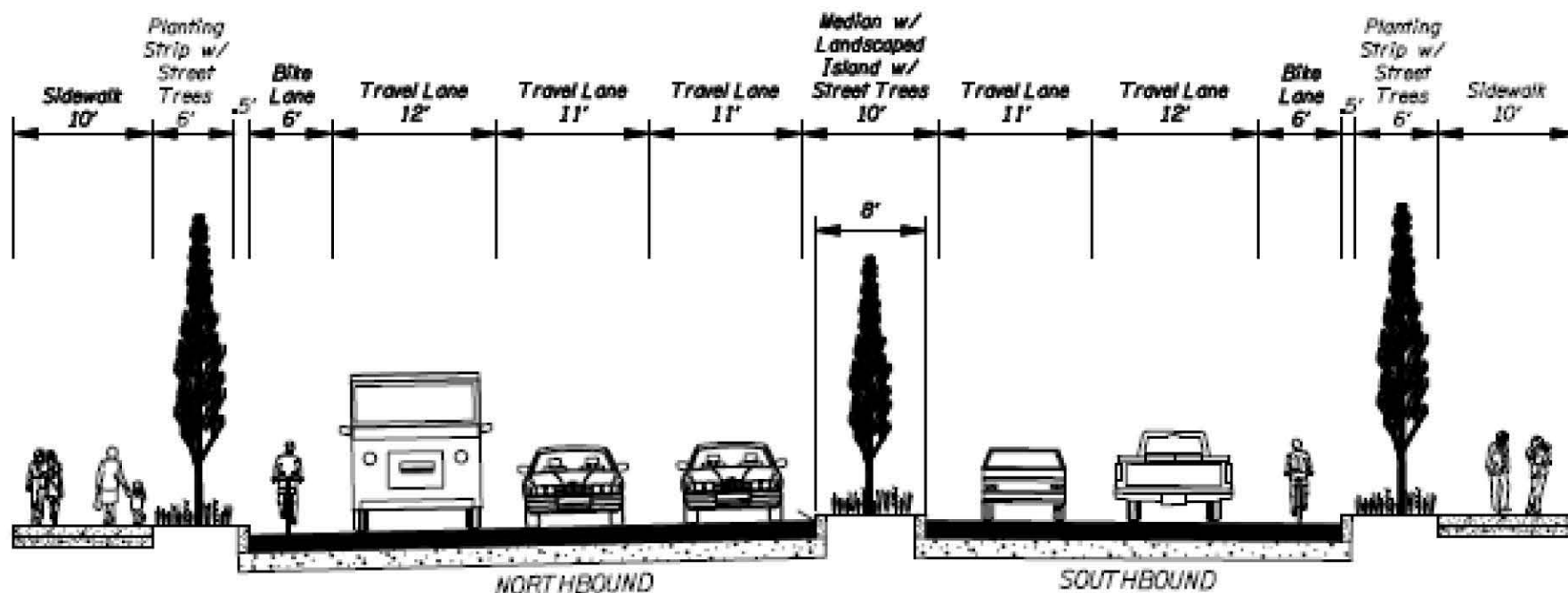
TriMet Standards - Bus stops

Metro Guidelines - Boulevard Design



DUNES DRIVE (PROSPECTUS CONCEPT) OR99E: CLACKAMAS RIVER BRIDGE – DUNES (OREGON CITY)





**McLoughlin Blvd. - South of Main Street Extension Overpass
(Looking South)**

PROSPECTUS CONCEPT (A)

McLoughlin Boulevard (OR 99E); Clackamas River Bridge - Dunes Dr

On-Street Bike Lanes

Concept A – Pros/Cons

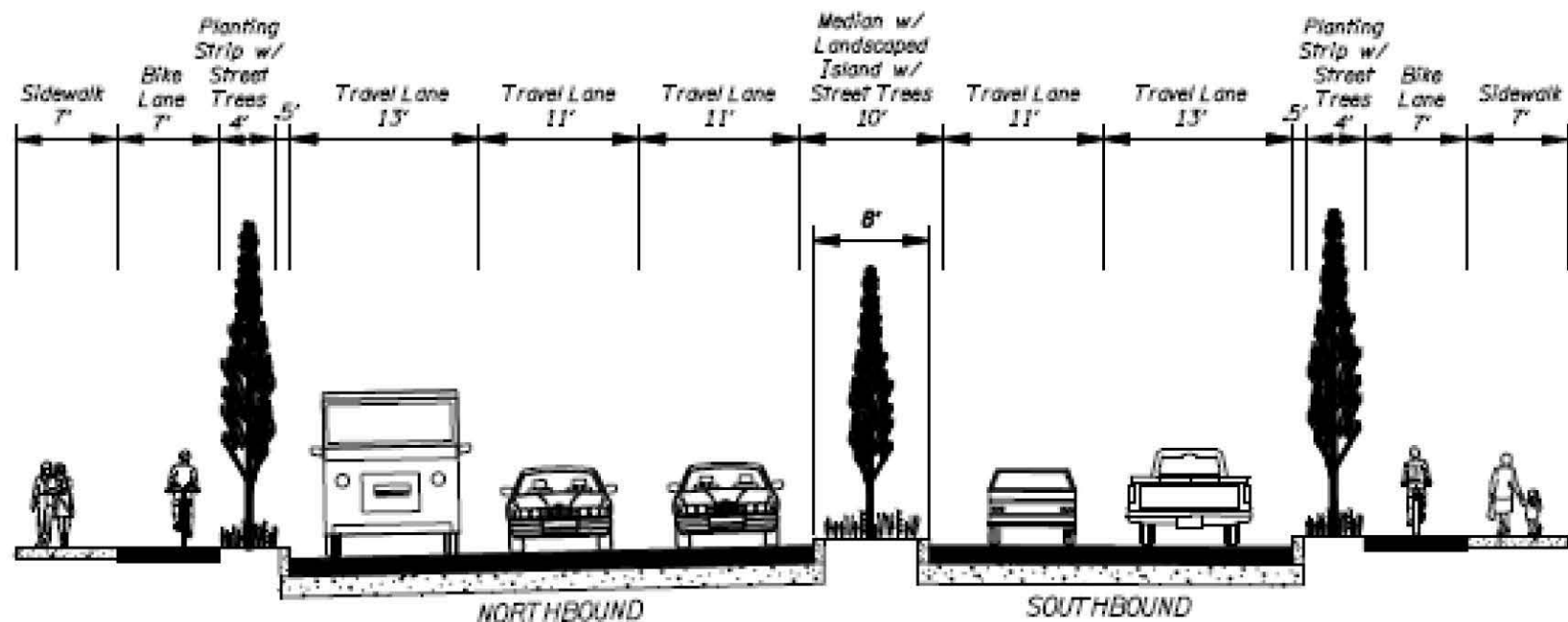
Pros

- On-street bike lane increases distance between travel lane and street trees
- On-street bike lane allows for greater spread of water in rainfall events

Cons

- Decreased safety with no separation between travel lane and bike lane.
- On-street bike lanes require ramps that have the bikes enter perpendicular to traffic at Clackamas River Bridge.
- Increased cost with greater roadway section
- Increased interaction with buses at Dunes Drive





Off-Street Separated Bike Lane With Separated Sidewalk

SEPARATED BIKE LANE CONCEPT (B)

McLoughlin Boulevard (OR 99E): Clackamas River Bridge - Dunes Dr

Off-Street Bike Lanes

Concept B – Pros/Cons

Pros

- Off-street bike lane increases distance from vehicle lane
- Designated facilities provide safe passage for all modes
- Encourages cyclists to take the designated bike route along Dunes and Clackamette River Drive.
- Provides a designated bike ramp both on and off the roadway north of Dunes Drive.
- 7' designated bike lane provides more travel area for cyclists
- Decreased roadway costs with reduced roadway section.

Cons

- Decreased distance between vehicles and street trees
- Reduces area for the spread of water requiring more inlets

Design Schedule Next 4 months

- **Dec 2012 – Jan 2013 - Feb** – Develop 30% Design
- **Jan 2013** - PSU Architectural Students Design Concepts Competition
- **Jan 12th** – Site Tour for PSU Students
- **Jan 19th** – PSU Students Design Charrette with Community Visits (at PSU)
- **Jan 29th** – PSU Students Present Concepts to Community
Community Votes for “People’s Choice Award” (at City Hall)
- **Feb 4th** – PAWG Meeting #3 – Design elements, PSU competition summary
- **Feb 6th** – URC Meeting – PSU Competition Summary
URC Presents Award to “People’s Choice” Design Concept
- **March** – Public Open House #1 –30% Design & Architectural Gateway Alternatives

Design Schedule April-Dec 2013

- **Mar-April** – Develop 60% Design
- **April 1st** (or May 6th) - PAWG Meeting #4 – 60% Design details
- **May** (1st or 15th) – URC Meeting - Presentation 60% Design
- **May-Sept** – Develop Final Design
- **July 1st** (or Aug 5th) – PAWG Meeting #5 - Final Design
- **August** – Public Open House #2 – Final Design / Construction
- **Sept** – 100% Final Design
- **Oct/Nov/Dec** – ODOT Advertise, Bid, Award Project Construction
- **2014 Construction**

Questions ?