



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, December 20, 2023 at 6:00 PM

Ways to participate in this public meeting:

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

CALL TO ORDER

ROLL CALL

CITIZEN COMMENTS

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

DISCUSSION ITEM

1. Disposition of Commercial Lease with Clackamas Landscape Supply, Inc.
2. Stimson Property – Phase 1 Environmental Assessment – Final Report
3. Personal Services Agreement with NV5 for the 1795 Washington Street Geotechnical Site Analysis (PS 23-018)
4. Minutes of the August 16, 2023 Urban Renewal Commission Meeting
5. Minutes of the September 12, 2023 Urban Renewal Commission Meeting

COMMUNICATIONS

ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: Urban Renewal Commission
From: Executive Director Tony Konkol

Agenda Date: 12/20/2023

SUBJECT:

Disposition of Commercial Lease with Clackamas Landscape Supply, Inc.

STAFF RECOMMENDATION:

Staff recommends that the Urban Renewal Commission renew its lease with Clackamas Landscape Supply for an additional year.

EXECUTIVE SUMMARY:

The Urban Renewal Commission is the landlord of commercial property located at 1795 Washington Street, Oregon City, OR 97045. The current tenant, Clackamas Landscape Supply, Inc., seeks to renew its lease agreement with the Urban Renewal Commission starting on January 1, 2024, with the caveat that the landlord will provide written advance notice no later than December 31, 2024, as to the future disposition of the lease with the tenant.

BACKGROUND:

During its meeting on December 20, 2023, the Urban Renewal Commission will consider renewing its lease with Clackamas Landscape Supply, Inc. ("Tenant"). In its sole discretion, the Landlord can terminate the lease by providing the tenant with a twelve-month written advance notice to vacate the property.

OPTIONS:

1. Renew the lease agreement with the tenant.
2. Do not renew the lease.

BUDGET IMPACT:

Amount: \$4,039.24 Existing Monthly Base Rent
\$4,140.22 New Monthly Base Rent
\$10,935.83 Property Taxes Paid
FY(s): July 1, 2023 thru June 30, 2025
Funding Source(s): Tenant's Monthly Base Rent

COMMERCIAL LEASE

DATE: January 1, 2024

BETWEEN: Oregon City Urban Renewal Agency
625 Center Street
Oregon City, Oregon 97045 ("Landlord")

AND: Clackamas Landscape Supply, Inc.
Steven C. Pearson, President
P. O. Box 610
Oregon City, Oregon 97045 ("Tenant")

RECITALS

A. Landlord owns a certain parcel of real property located at 1795 Washington Street, Oregon City, Oregon, and commonly known as Assessor's Map No. 2-2E-29, Tax Lot 1402 ("Tax Lot 1402"). Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, that certain portion of Tax Lot 1402 depicted on Exhibit A attached hereto and by this reference incorporated herein as the "Use Area" of Tax Lot 1402, consisting of approximately 225,970 square feet (the "Property"); and

B. Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord, subject to the terms and conditions set forth below, including the condition that this Lease be approved by the Oregon City Urban Renewal Commission.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. NEW LEASE AGREEMENT.

1.1. New Lease; Contingency. In consideration of the covenants and agreements herein contained to be paid, kept and faithfully performed by Tenant, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Property, on the terms and conditions stated herein. This Lease shall be contingent on approval of the City of Oregon City Urban Renewal Commission and shall be null and void if such approval is not obtained by **December 20, 2023**. The parties agree that if such approval is obtained by such date, the terms of this lease shall be effective on **January 1, 2024**.

1.2. Term. The term of this Lease shall be extended for a period of **twenty-four months**, commencing on **January 1, 2024**, and expiring at midnight on **December 31, 2025**, unless sooner terminated. On or before **December 31, 2024**, the Landlord may serve written notice to the tenant that it intends to terminate the lease, giving the tenant twelve months to vacate the premises.

1.3. Possession. Tenant acknowledges that Tenant is currently in possession of the Property, and accordingly, Tenant's right to possession under this Lease shall commence immediately upon mutual execution of this document.

1.4. Renewal Terms. It shall be in the Landlord's sole discretion to offer additional options to renew or extend the lease by **December 31, 2024**. If the Landlord has agreed to allow the tenant to exercise a new option, a new base rent will be applied at the start of the new or extended lease period.

1.4.1 Notice to terminate or to extend or to renew the lease may be communicated by written notice by the Landlord given not less than 30 days before the last day of the expiring term. Giving such notice shall

be sufficient to allow the Landlord to consider its options. If Landlord has provided Tenant with a notice of termination under Section 1.2 above, the term shall expire on the termination date set forth in the termination notice. The Landlord and tenant shall be bound to take the steps required in connection with the determination of rent as specified below.

1.4.2 Each renewal term shall commence on the day following expiration of the preceding Term.

1.4.3 The terms and conditions of the Lease for a renewal term shall be in the sole discretion of the Landlord.

1.4.4 The monthly base rent for a renewal term shall be the greater of (a) the monthly base rent during the preceding term, plus two and one-half percent (2.5%); or (b) a reasonable rental for the ensuing term as agreed by the parties. If the parties do not agree on a reasonable rental within 60 days after Landlord has agreed to renew, the reasonable rental for the ensuing term shall be determined by a qualified, independent real property appraiser familiar with commercial rental values in the Oregon City, OR area. The appraiser shall be chosen by Tenant from a list of not fewer than three such persons submitted by Landlord. If Tenant does not make the choice within five days after submission of the list, Landlord may do so. If Landlord does not submit such a list within 10 days after written request from Tenant to do so, Tenant may name as an appraiser any individual with such qualifications. Within 30 days after the appraiser's appointment, the appraiser shall make a determination of the reasonable rental for the ensuing term, which shall be final and binding on both parties. Regardless of the appraiser's determination of the reasonable rent, in no event shall the monthly base rent be less than the monthly base rent during the preceding term, plus two and one-half percent (2.5%). The cost of the appraisal shall be borne equally by both parties.

1.5. Condition of Property. Landlord makes no representations or warranties as to the condition of the Property or any improvements thereon and Tenant accepts the Property in "AS-IS" condition.

2. RENT.

2.1. Base Rent. For the twelve-month period that began **January 1, 2023**, and ending on **December 31, 2023**, Tenant's base rent has been \$4,039 per month. Beginning **January 1, 2024**, Tenant's new monthly base rent amount shall be \$4,140.22, an increase of 2.5% to be applied on **January 1, 2024**, over the monthly base rent for the immediate proceeding twelve-month period ending on **December 31, 2024**. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord.

2.2. Security Deposit. No security deposit is required for this Lease.

2.3. Additional Rent. All insurance costs and utility charges that Tenant is required to pay by this Lease, and any other sum that Tenant is required to pay to Landlord or third parties, shall be additional rent.

2.4. Taxes. Tenant shall be responsible for all real property taxes and assessments levied during the lease term on Tax Lot 1402. Tenant shall be responsible for payment of the entire amount of personal property taxes for improvements (including any office structure) located on the Property and separately assessed on the tax rolls; provided, however, that Tenant shall not be responsible for payment of any property taxes for improvements not located on the Property (but located on the same tax lot) and separately assessed on the tax rolls. In 2023/2024, the property taxes were: **\$10,607.76**.

The Landlord shall pay any property taxes due (excluding real property taxes billed directly to Tenant) prior to their due date and send a bill to the Tenant seeking reimbursement of any property taxes paid. Reimbursement by Tenant shall be made within thirty (30) days after billed by Landlord, and any late payment shall be subject to a late payment charge as provided in Section 2.5.

2.5. Late Payment. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other charges due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

accounting charges. If any installment of rent or any other charge due from Tenant is not received by Landlord within ten (10) days after such amount shall be due, then, at Landlord's election and upon Landlord's demand, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount, and in such event the parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights and remedies granted to it hereunder.

3. USE OF PROPERTY.

3.1. Permitted Use. The Property shall be used for the operation of a building materials supply company and for no other purpose without the prior written consent of Landlord.

3.2. Restrictions on Use. In connection with the use of the Property, Tenant shall:

3.2.1 Promptly conform to and comply with and cause all other persons to conform to and comply with, all laws, ordinances, regulations, directions, rules, and other requirements of all public authorities applicable to the use or occupancy of the Property and, in this respect, promptly correct at Tenant's expense any failure of compliance, and promptly make all required repairs, alterations, and additions.

3.2.2 Refrain from any activity that would make it impossible to insure the Property against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies.

3.2.3 Refrain from any use that would be reasonably offensive to owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Property.

3.2.4 Comply with all rules and regulations as may be adopted and made available to Tenant by Landlord from time to time for the safety, care, cleanliness and orderly operation of the Property.

3.3. Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, discharged or otherwise released on or under the Property. Tenant may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1; provided, however, if the Tenant uses or handles Hazardous Substances on the Property in the operation of the business specified in Section 3.1, Tenant shall assume full and complete responsibility therefore and all liability and expense relating thereto or arising therefrom. Tenant may store such Hazardous Substances on the Property only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Property. Upon the expiration or termination of this Lease, Tenant shall, at Tenant's sole expense, remove all Hazardous Substances brought or permitted by Tenant from the Property. If Tenant breaches the obligations stated in this Section 3.3, or if the presence of Hazardous Materials on the Property caused or permitted by Tenant results in contamination of the Property, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation diminution in value of the Property, damages for the loss or restriction on the use of rentable or usable space or of any adverse impact on marketing of space on the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work required by any federal, state or local governmental agency, political subdivision, lender or buyer because of Hazardous Material present in the soil or groundwater on or under the Property brought or permitted by Tenant, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees, laboratory fees and expert fees. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property caused or permitted by Tenant results in any contamination of the Property, Tenant shall promptly take all actions, at its sole

expense, as are necessary to return the Property to the condition existing prior to the contamination of the Property by any such Hazardous Materials. Tenant will deliver to Landlord copies of any documents received from, or sent by Tenant to, the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Tenant's operations on the Property. The term Environmental Law shall mean any federal, state, local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4. Continuity of Use. Tenant shall occupy the Property continuously for the purpose stated in Section 3.1 and carry-on business during the hours customary in comparable businesses similarly situated.

4. REPAIRS AND MAINTENANCE.

4.1. Tenant's Obligations. Tenant shall, at Tenant's sole cost and expense, maintain and keep the Property, and all improvements now located or hereafter placed thereon, in repair, operating condition, working order and appearance during the entire term of this Lease which shall be equal to or better than at the commencement of the Lease. Tenant shall, at Tenant's sole cost and expense, perform and be responsible for all repairs, maintenance, alterations and replacements to the Property.

4.2. Reimbursement for Repairs Assumed. If Tenant fails or refuses to make repairs that are required by this Section 4, Landlord may at its option make the repairs on Tenant's behalf and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Landlord.

4.3. Inspection of Property. Landlord shall have the right to inspect the Property at any reasonable time or times to determine the necessity of repair.

5. ALTERATIONS.

5.1. Alterations Prohibited Without Landlord's Consent. Tenant shall make no permanent improvements or alterations on the Property of any kind without first obtaining Landlord's written consent.

5.2. Ownership and Removal of Alterations. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant upon expiration or earlier termination of this Lease and the Property restored unless the applicable Landlord's consent specifically provides otherwise.

5.3. Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Property and shall keep the Property free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may at its option do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

6. INSURANCE.

6.1. Personal Property Insurance. Tenant shall, at Tenant's own expense, keep all personal property of Tenant on the Property insured against fire and other risks covered by a standard fire insurance policy.

6.2. Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a

subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. TAXES; UTILITIES.

7.1. Real Property Taxes. Landlord shall pay as due all real property taxes and special assessments, levied, imposed or assessed against the Property, and Tenant shall reimburse Landlord for such payment as provided in Section 2.4.

7.2. Property Taxes. Tenant shall pay as due all taxes levied, assessed or imposed on its trade fixtures, furnishings, equipment and other personal property located on the Property.

7.3. Special Assessments. If an assessment for a public improvement is made against the Property, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.4. Contest of Taxes. Landlord shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Tenant's interest in the Property will be foreclosed for nonpayment.

7.5. Payment of Utility Charges. Tenant shall obtain utilities for the Property, if any, in Tenant's name and shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Property, including but not limited to charges for fuel, water, gas, heat, electricity, sewage disposal, and power, together with any taxes thereon.

8. DAMAGE OR DESTRUCTION.

8.1. Definitions.

8.1.1 "Property Partial Damage" shall herein mean damage or destruction to the Property to the extent that the cost of repair is less than fifty percent (50%) of the then replacement cost of the Property.

8.1.2 "Property Total Destruction" shall herein mean damage or destruction to the Property to the extent that the cost of repair is fifty percent (50%) or more of the then replacement cost of the Property.

8.1.3 "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 6 above.

8.2. Partial Damage - Insured Loss. Subject to the provisions of Sections 8.4, 8.5 and 8.6, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect.

8.3. Partial Damage - Uninsured Loss. Subject to the provisions of Sections 8.4, 8.5 and 8.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease. Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and

Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such 10-day period, this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

8.4. Total Destruction. If at any time during the term of this Lease there is damage, whether or not an Insured Loss (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

8.5. Abatement of Rent. In the event of damage described in Sections 8.2 or 8.3, and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Section 8, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Property is impaired, except that there shall be no rent abatement where the damage occurred as a result of the fault of Tenant. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

8.6. Waiver. Landlord and Tenant waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

9. CONDEMNATION.

9.1. Partial Taking. If a portion of the Property is condemned and Section 9.2 does not apply, this Lease shall continue on the following terms:

9.1.1 Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.1.2 Landlord shall proceed as soon as reasonably possible to make sure repairs and alterations to the Property as are necessary to restore the remaining Property to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

9.1.3 After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Property in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Property as an economic unit on account of the partial taking.

9.1.4 If a portion of Landlord's property not included in the Property is taken, and severance damages are awarded account of the Property, or an award is made for detriment to the Property as a result of activity by a public body not involving a physical taking of any portion of the Property, this shall be regarded as a partial condemnation to which Sections 9.1.1 and 9.1.3 apply, and the rent shall be reduced to the extent of reduction in rental value of the Property as although a portion had been physically taken.

9.2. Total Taking. If a condemning authority takes all of the Property or a portion sufficient to render the remaining Property reasonably unsuitable for the use that Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under Section 8.4. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3. Sale in Lieu of Condemnation. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

10. LIABILITY INSURANCE AND INDEMNITY.

10.1. Liability Insurance. Tenant shall provide at its expense on or before the commencement of this Lease and keep in force at all times during the term of this Lease, naming Landlord, and any lender and Tenant as insured parties, (i) a commercial general liability insurance policy or such successor comparable form of coverage in the broadest form then available (hereinafter referred to as a "Liability Policy") written on an "occurrence basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord, and the holders of any deeds of trust and Tenant against any liability whatsoever, occasioned by any occurrence on or about the Property or any appurtenances thereto; and (ii) an "All Risk" property policy insuring the full replacement cost of improvements paid for by Tenant and all of the furniture, trade fixtures, and other personal property of Tenant located in the Property against loss or damage by fire, theft, and such other risks or hazards. Such policies shall also insure against physical damage to the Property arising out of an accident covered thereunder, shall be written by good and solvent insurance companies licensed to do business in the State of Oregon satisfactory to Landlord, and shall be in such limits and with such maximum deductibles as Landlord may reasonably require. As of the date of this Lease, Landlord reasonably requires limits of liability under (i) the Liability Policy of not less than \$1,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined; and (ii) the "All Risk" Property policy equal to the full replacement cost of any improvements paid for by Tenant, furniture, trade fixtures, and other personal property subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least thirty (30) days prior to the expiration date of any such policy, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon sixty (60) days' prior written notice to Landlord. All policies shall provide the interest of Landlord, and any holders of any deeds to secure debt shall not be invalidated because of any breach or violation of any warranties, representations, declarations, or conditions contained in the policies. All policies must contain a waiver of subrogation of claims against Landlord and/or Landlord's insurer, severability of interest clause, and a cross-liability clause, and shall be primary and shall not provide for contribution of any other insurance available to Landlord, its managing agent, or the holders of any such deeds to secure debt. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by Tenant in compliance with this Section 10.1 shall not modify, reduce, limit, or impair Tenant's obligations and liabilities under Section 10.2 hereof.

10.2. Indemnification. Neither Landlord (nor its members, directors, officers, agents, servants, employees, successors or assigns), or any holder of any deed of trust or mortgage, shall be liable to Tenant, or to Tenant's employees, agents, invitees, licensees, contractors, or visitors, or to any other person, for any injury to person or damage to property or for consequential damages of any nature on or about the Property, (i) caused by third parties, (ii) caused by any act or omission of Tenant, its agents, servants, or employees, or of any other persons entering upon the Property, under express or implied invitation by Tenant, or (iii) caused by the condition of the Property, or the improvements located thereon or the failure or cessation of any service provided by Landlord (including security service and devices). Tenant agrees to indemnify, defend, and hold harmless Landlord (and its members, directors, officers, agents, servants, employees, successors and assigns), and any holder of any deed of trust or mortgage, of and from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with (i) Tenant's use, occupancy, management, or control of the Property, (ii) any failure of Tenant to comply with the terms of this Lease, and (iii) the acts or omissions of Tenant, its agents, officers, directors, employees, or invitees. Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord (or its members, directors, officers, agents, servants, employees, successors or assigns) either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments that may be recovered against any of them in any such action or actions in which any of them may be a party defendant. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Property arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. The provisions of this Section 10.2 shall survive the expiration or earlier termination of this Lease.

11. QUIET ENJOYMENT; MORTGAGE PRIORITY.

11.1. Quiet Enjoyment. Landlord warrants that it is the owner of the Property and will defend Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the Lease term.

11.2. Estoppel Certificate. Tenant will, within ten (10) days after notice from Landlord, execute and deliver to Landlord a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by Landlord. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

12. ASSIGNMENT AND SUBLETTING.

12.1. Landlord's Consent. Tenant shall not, either voluntarily or by operation of law, sell, assign or transfer this Lease or sublet the Property or any part thereof, or assign any right to use the Property or any part thereof (each a "Transfer") without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Any attempt to do so without such prior written consent shall not be void and, at Landlord's option, shall terminate this Lease. If Tenant requests Landlord's consent to any Transfer, Tenant shall promptly provide Landlord with a copy of the proposed agreement between Tenant and its proposed transferee, which agreement must provide that the transferee expressly assumes and agrees in writing to be bound by and directly responsible for all of Tenant's obligations hereunder, and with all such other information concerning the business and financial affairs of such proposed transferee as Landlord may request. Landlord may withhold such consent if the proposed transferee (i) is unsatisfactory to Landlord as to credit, net worth, character and business standing, (ii) is a person or entity whose possession of the Property would be inconsistent with Landlord's commitments with other tenants or with the mix of uses Landlord desires at the Property, or (iii) will not occupy the Property for the use authorized under this Lease. Landlord's consent to any such Transfer shall in no event release Tenant from its liabilities or obligations hereunder nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. Landlord's acceptance of rent from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or a consent to any Transfer.

12.2. Involuntary Assignment in Bankruptcy. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. Section 101, et seq. (the "Bankruptcy Code") any and all moneys or other consideration payable or otherwise to be delivered to Landlord shall be and remain the exclusive property of Landlord and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all moneys or other considerations constituting Landlord's property shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act or deed to assume all of the obligations arising under this Lease. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

12.3. Payment to Landlord and Termination of Lease.

12.3.1 Landlord may, as a condition to its consideration of any request for consent to a proposed Transfer, impose a fee to cover Landlord's administrative and legal expenses in connection therewith. Such fee shall (i) be payable by Tenant upon demand, (ii) include all legal fees incurred by Landlord, and (iii) be retained by Landlord regardless of whether such consent is granted.

12.3.2 If any such proposed Transfer provides for the payment of, or if Tenant otherwise receives, rent, additional rent or other consideration for such Transfer which is in excess of the rent and all other amounts which Tenant is required to pay under this Lease (regardless of whether such excess is payable on a lump sum basis or over a term), then in the event Landlord grants its consent to such proposed Transfer, Tenant shall pay Landlord the amount of such excess as it is received by Tenant. Any violation of this paragraph shall be deemed a material and non-curable breach of this Lease.

12.3.3 Landlord shall have the option in lieu of granting consent to the Transfer, of terminating this Lease and releasing Tenant from its remaining obligations hereunder. The option granted to Landlord under this paragraph must be exercised within thirty (30) days after Landlord's receipt of all information concerning such proposed Transfer which Tenant is required to provide pursuant to Section 12.1.

12.3.4 If Tenant is a corporation, an unincorporated association, a partnership, a limited partnership, or a limited liability company, the transfer, assignment or hypothecation of any stock or interest in such entity in the aggregate in excess of twenty-five percent shall be deemed a Transfer of this Lease within the meaning and provisions of this Section 12.

12.4. Effect of Violation. Any attempted transfer in violation of the requirements of this Section 12 shall be null and void and, at the option of Landlord, will cause termination of this Lease.

12.5. Effect of Consent. Consent by Landlord to one transfer shall not constitute a consent to any further transfer. In the absence of an express written agreement executed by Landlord releasing Tenant, no transfer by Tenant shall act as a release of Tenant or any personal guarantor of this Lease, who shall remain primarily liable under this Lease, and any subsequent amendment of this Lease or forbearance by Landlord shall not release the Tenant or any personal guarantor from such liability.

13. DEFAULT. The following shall be events of default:

13.1. Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.

13.2. Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

13.3. Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default, provided, however, in the event that any provision of this Section 13.3 is contrary to any applicable law, such provision shall be of no force or effect.

13.4. Abandonment. Failure of Tenant for seven (7) days or more to occupy the Property for the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

14. REMEDIES ON DEFAULT.

14.1. Termination. In the event of a default this Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not this Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2. Reletting. Following reentry or abandonment, Landlord may relet the Property and, in that connection, may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to relet for any use or purpose other than that specified in this Lease, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Property,

alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3. Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

14.3.1 The loss of rental from the date of default until a new tenant is secured and paying out.

14.3.2 The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 14.5, or any other expense occasioned by Tenant's default, including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

14.3.3 Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Property for the period commencing on the earlier of the date of trial or the date the Property are relet and continuing through the end of the lease term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

14.4. Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5. Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Landlord shall have the option to do so upon written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6. Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under the terms of this Lease or applicable law.

15. SURRENDER AT EXPIRATION.

15.1. Condition of Property. Upon expiration of the lease term or earlier termination on account of default, Tenant shall surrender the Property in first-class condition. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant's obligations under this Section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2. Fixtures.

15.2.1 All fixtures placed upon the Property during the Term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

15.2.2 Prior to expiration or other termination of the Term, the Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may affect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for

the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3. Holdover.

15.3.1 If Tenant does not vacate the Property at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease, except the provisions for term and at a rental rate equal to one hundred fifty percent (150%) of the rent last paid by Tenant during the original term, or to eject Tenant from the Property and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Property by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

15.3.2 If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

16. MISCELLANEOUS.

16.1. Nonwaiver. A waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

16.2. Attorney Fees. In the event this Lease is referred to an attorney for collection of any sums due hereunder, or to enforce any other obligation of Tenant, Tenant agrees to pay Landlord's reasonable attorney fees even though no suit or action is filed thereon. In the event any suit, action, or other legal proceeding is instituted to construe, interpret or enforce the terms of this Lease (including any bankruptcy, insolvency or similar proceeding affecting creditor's rights generally), the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, and on petition for review and for collection of any judgment, in addition to all other sums provided by law.

16.3. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be effective and deemed received the following business day when sent by a recognized overnight delivery service, upon the date of transmission when sent by facsimile or e-mail (electronically confirmed), on the third business day after the date of mailing when mailed by certified mail, postage prepaid, return receipt requested, from within the United States, or on the date of actual delivery, whichever is the earliest, and shall be sent to the parties at the addresses shown on the first page of this Agreement, or at such other address as either party may hereafter designate by written notice to the other.

16.4. Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

16.5. Recordation. This Lease shall not be recorded without the written consent of Landlord.

16.6. Entry for Inspection. Landlord shall have the right to enter upon the Property at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Property, or to show the Property to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last 12 months of the term of this Lease, to place and maintain upon the Property notices for leasing or selling of the Property.

16.7. Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum

(but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid.

16.8. Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.9. Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

16.10. Entire Agreement. This document is the entire, final and complete agreement of the parties related to the subject matter hereof and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives with respect to such subject matter. Tenant hereby acknowledges that neither Landlord, nor any of Landlord's employees or agents, has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Property. Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Property and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease.

16.11. Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

16.12. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Property, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant agrees to attorn to the transferee who shall assume all Landlord's obligations hereunder.

16.13. Landlord's Consent. Any consent required by Landlord under this Lease shall be valid only if granted in writing and, unless otherwise specifically provided herein, may be withheld or conditioned by Landlord in its sole and absolute discretion.

16.14. No Partnership. Landlord is not by virtue of this Lease a partner or joint venturer with Tenant in connection with the business carried on under this Lease and shall have no obligation with respect to Tenant's debts and other liabilities.

16.15. Severability. In the event any provision or portion of this Lease is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Lease shall remain in full force and effect and shall in no way be affected or invalidated thereby.

16.16. Amendment. No amendment or modification of this Lease shall be valid unless in writing and signed by duly authorized representatives of both parties.

16.17. Governing Law and Venue. This Lease shall be interpreted, construed and governed by and under the laws of the State of Oregon as to interpretation, enforcement, validity, construction, and effect and in all other respects, without regard to the choice of law provisions thereof. Each of the parties submits to the jurisdiction of any state or federal court sitting in Portland, Oregon in any action or proceeding arising out of or relating to this Lease and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Lease in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

16.18. Joint and Several Liability. Each individual person and each entity signing this Lease shall be jointly and severally liable for payment and performance of all of Tenant's obligations hereunder.

16.19. Captions. The caption headings of the sections and subsections of this Lease are for convenience of reference only and are not intended to be, and should not be construed as, a part of this Lease.

16.20. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed in duplicate on the day and year first above written.

LANDLORD:

OREGON CITY URBAN RENEWAL AGENCY

Tony Konkol
Executive Director

TENANT:

CLACKAMAS LANDSCAPE SUPPLY, INC.

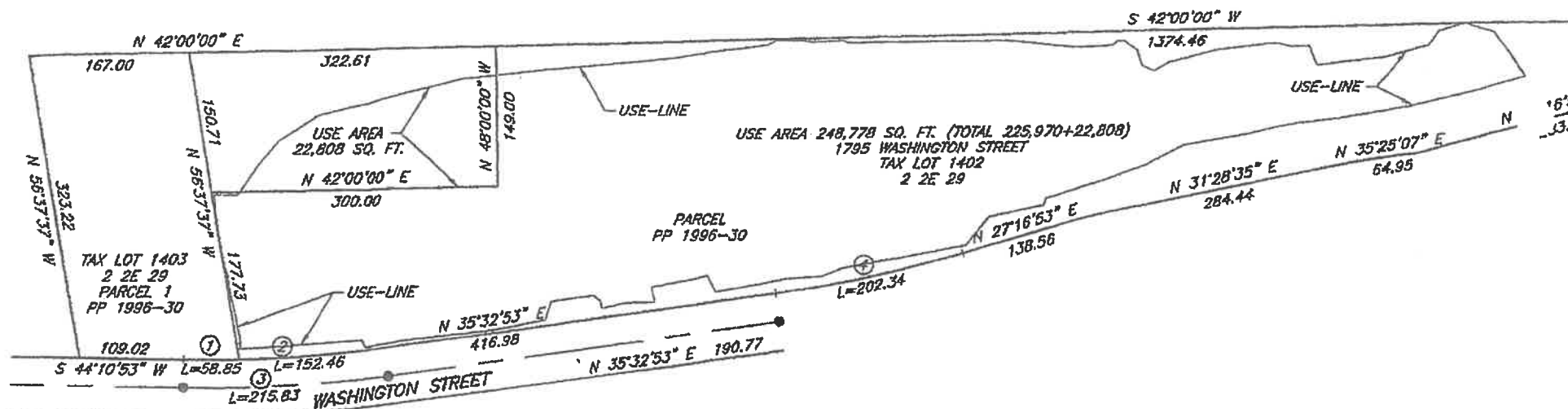
Steve Pearson
President

ATTACHMENT:

Exhibit A – Boundary Survey identifying Use Lines

P:\Facilities\Real Property\1810 Washington\Clackamas_Landscape_Lease 122311.doc

PDX_DOCS:474026.3 [34758.00800]
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TABLE

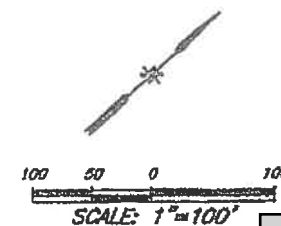
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:85
24'16"
D=S 42°58'45" W, 58.85

102.39
2.46
7'13'44"
D=S 38°39'45" W, 152.38

132.39
15.83
7'38'00"
D=S 39°51'53" W, 215.63

102.39
12.34
5'16'00"
10=S 31°24'53" W, 202.16

EXHIBIT A





CITY OF OREGON CITY

Staff Report

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

To: Urban Renewal Commission
From: Executive Director Tony Konkol

Agenda Date: December 20, 2023

SUBJECT:

Stimson Property – Phase 1 Environmental Assessment – Final Report

STAFF RECOMMENDATION:

Staff recommends that the Urban Renewal Commission review the Phase 1 Environmental Assessment Report of the Stimson Property prepared by Environmental Works.

EXECUTIVE SUMMARY:

On September 12, 2023, the Urban Renewal Commission voted unanimously to enter into an Agreement with Environmental Works to conduct a Phase 1 environmental assessment of the Stimson Property. The Phase 1 Environmental Site Assessment (ESA), dated December 13, 2023 is attached. The executive summary of the ESA is found on pages 1 – 16 of the report. Page 16 of the report includes Section 1.5.2 - Opinions and Section 1.5.3 – Recommendations that are based on the findings of the ESA.

Environmental Works has documented that the Department of Environmental Quality (DEQ) investigative status of the Subject Property is “No Further Action Needed;” and the Subject Property appears to be generally ready for development. However, recognized environmental conditions have been identified on and/or near the Subject Property and select environmental site conditions could be further investigated to evaluate and/or confirm current subsurface soil, groundwater, and/or soil gas conditions.

It is Environmental Works opinion that the Subject Property may warrant some additional targeted environmental investigations in cooperation with DEQ Voluntary Cleanup Program (VCP) to evaluate and/or confirm current conditions in an effort to be protective of human health and the environment, and to facilitate any future development of the Subject Property. Environmental Works recommends the owner of the Subject Property engage with DEQ VCP to consider/develop a “Prospective Purchaser Agreement” for future site development and use.

BACKGROUND:

On July 5, 2023, the Urban Renewal Commission discussed the Stimson Property. Much of the discussion centered on historical environmental reports and analysis that had been conducted on the property. Commissioners concurred with the idea of obtaining a current

Phase I Environmental Study on the property in the event the Commission decided to sell the site. Staff obtained three proposals to conduct a Phase I Study.

During its meeting on September 12, 2023, the Urban Renewal Commission voted unanimously to enter into an Agreement with Environmental Works to conduct a Phase 1 environmental assessment of the Stimson Property.

On December 13, 2023, Environmental Works presented to staff its final report which is included with this staff report. Additional figures and appendices have not been attached to this report due to size.

OPTIONS:

1. Review and accept the final report from Environmental Works and direct the staff to undertake the next steps.
2. Do not accept the final report from Environmental Works and direct the staff to take the next steps.

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

December 13, 2023

Subject Property:

1799 Washington St (State ID: 22E29 01402)
aka 1795 Washington St
NE Portion of Former Stimson Lumber Mill Property - Parcel 2
Oregon City, OR 97045



Prepared for:

City of Oregon City
Urban Renewal Commission
Attn: James Graham
PO Box 3040
625 Center Street
Oregon City, Oregon 97045

Prepared by:

Jin Park, R.G, L.H.G.
Geologist | Hydrogeologist



22820 NE Sandy Blvd
Fairview, OR 97024
Phone: 503-719-6715
email: info@eworksnw.com

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

**1799 Washington St (State ID: 22E29 01402)
aka 1795 Washington St
NE Portion of Former Stimson Lumber Mill Property – Parcel 2
Oregon City, Oregon 97045**

December 13, 2023

This report has been prepared by Environmental Works, LLC, of Fairview, Oregon

By

Jin Park, RG, LHG
Geologist | Hydrogeologist

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY	1
1.1 Subject Property and Nearby Properties Descriptions	2
1.2 Subject Property and Nearby Properties History	4
1.3 Site Reconnaissance and Records Review Findings.....	7
1.4 Hazardous Substances	9
1.5 Findings, Opinions, and Recommendations.....	9
2.0 INTRODUCTION.....	17
2.1 Purpose	17
2.2 Scope of Services.....	17
2.3 Authorization and User Reliance	19
2.4 Report Expiration Date	19
3.0 SITE DESCRIPTIONS AND DETAILS	19
3.1 Subject Property Location and Legal Description.....	20
3.2 Subject Property Description	21
3.3 Adjoining Properties Details and Descriptions	22
4.0 PHYSICAL SETTING	25
4.1 Subject Property Coordinates	25
4.2 Geology	25
4.3 Topography.....	26
4.4 Hydrology	26
4.5 Soils.....	28
5.0 USER PROVIDED INFORMATION.....	28
5.1 Title Search	28
5.2 Environmental Liens.....	29
5.3 Owner Provided Documents	29
5.4 Specialized Knowledge – Subject Property and Adjoining Properties.....	30
5.5 Interview with Owner – Subject Property and Adjoining Properties	31
5.6 Interview with Current Occupant – Subject Property	31
5.7 Past Owners, Operators and Occupants	32
5.8 Local News Articles	32
6.0 ENVIRONMENTAL REPORTS AND DOCUMENTS	32
6.1 Subject Property Identified as Stimson Mill (Former) ECSI ID: 1965 – Environmental Reports and Documents List	33

6.2 Nearby Properties – DEQ ECSI Environmental Reports and Documents List	37
7.0 HISTORICAL USE INFORMATION	69
7.1 Subject Property – Summary Historical Uses.....	69
7.2 Historical Topographic Maps – Subject Property and Adjoining Properties.....	71
7.3 Historical Aerial Photographs – Subject Property and Adjoining Properties.....	74
7.4 Historical City Directories – Subject Property and Adjoining Properties	76
7.5 Historical Sanborn Fire Insurance Maps – Subject Property and Adjoining Properties.....	82
7.6 Building Permit Report – Subject Property and Adjoining Properties	82
7.7 Property Tax Map Report – Subject Property and Adjoining Properties	83
8.0 RECORDS REVIEW	84
8.1 Federal / State / Tribal / Local Environmental Databases Review	84
8.2 Local and State Agencies.....	105
8.3 Vapor Screening	107
9.0 SITE RECONNAISSANCE – SUBJECT PROPERTY AND ADJOINING PROPERTIES	109
9.1 Site Features - Subject Property	110
9.2 Site Features - Adjoining Properties and Right-of-Ways	111
9.3 Non-ASTM Findings.....	114
10.0 FINDINGS, CONCLUSIONS, OPINIONS, AND RECOMMENDATIONS	117
11.0 STATEMENT AND SIGNATURE OF ENVIRONMENTAL PROFESSIONAL	118
12.0 LIMITATIONS.....	119
12.1 Standard of Care.....	119
12.2 Limitations and Exceptions	119
12.3 Significant Assumptions and Data Gaps	121
13.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL	122
14.0 REFERENCES	123

Figures:

Figure 1	Subject Property Location
Figure 2	Subject Property and Surrounding Properties Locations
Figure 3	Subject Property - NE Portion of Former Stimson Lumber Mill Property Including Parcel 1 and Parcel 2
Figure 4	Subject Property and Former Rossman's Landfill Location
Figure 5	Site Features – Southwest Portion of Subject Property
Figure 6	Site Features – Northeast Portion of Subject Property
Figure 7	EDR Listed Sites Identified for Review

Appendices:

Appendix A	OWRD Boring Logs
Appendix B	Environmental Lien and AUL Search
Appendix C	Owner Provided Documents
Appendix D	DEQ Provided Documents
Appendix E	Completed Environmental Questionnaires
Appendix F	DEQ ECSI Database Documents
Appendix G	DEQ LUST Database Documents
Appendix H	EDR Historical Topographic Maps Report
Appendix I	EDR Aerial Photo Decade Package
Appendix J	EDR City Directory Abstract
Appendix K	EDR Certified Sanborn Map Report
Appendix L	EDR Building Permit Report
Appendix M	EDR Property Tax Map Report
Appendix N	EDR Radius Map Report
Appendix O	EDR Vapor Encroachment Screen
Appendix P	Site Reconnaissance Photographic Log
Appendix Q	Environmental Professional Qualifications

1.0 EXECUTIVE SUMMARY

Environmental Works (EW) performed a Phase I Environmental Site Assessment (ESA) for the “Mixed Use Downtown (MUD)” zoned Subject Property located at 1799 Washington Street in Oregon City, Clackamas County, Oregon (State Identification: 22E29 01402), herein referred to as the Subject Property. The location of the Subject Property is presented in Figure 1 and Figure 2.

Note the Subject Property was also identified as 1795 Washington Street, Oregon City, Oregon in numerous online maps, databases, and select environmental documents; and the address of the current occupants of the Subject Property (Clackamas Landscape Supply Inc) is 1795 Washington Street, Oregon City, OR.

The Subject Property was a part of the historic Stimson Lumber Mill site. The Stimson Lumber Mill site was historically separated into Parcel 1 (part of 1757 Washington St); and Parcel 2 (part of 1757 Washington St and all of 1799 Washington St). The approximate boundaries of the former historic Stimson Lumber Mill site, Parcel 1, Parcel 2 and the Subject Property is depicted in Figure 3.

The following Phase I ESA report was prepared for the owner and the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD). This Phase I ESA was conducted in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process, E1527-13 and E1527-21, and the standard of “all appropriate inquiry” under the Oregon Revised Statutes (ORS) § 465.255(6), and 40 Code of Federal Regulations (CFR) Part 312 Standard Practices or All Appropriate Inquiries. Any exception to, or deletions from, this practice were described in Section 12.3 of this report.

This Phase I ESA was conducted for the purpose of identifying Recognized Environmental Conditions (RECs) that may impact the Subject Property to qualify for Landowner Liability Protections (LLPs) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). RECs are defined as “(1) *the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of future release to the environment. A de minimis condition is not a recognized environmental condition.*”

1.1 Subject Property and Nearby Properties Descriptions

The Subject Property is an elongated generally triangular and irregularly shaped 6.83-acre parcel with a large sloped ramp type surface feature located near the northwest central side of the property. The boundaries of the Subject Property and nearby surrounding properties are presented on Figure 2 and Figure 4.

Subject Property Descriptions

Subject Property Name:	NE Portion of the Former Stimson Lumber Mill Property
Parcel Address:	1799 Washington St, Oregon City, Oregon 97045
Current Occupant Address:	1795 Washington St, Oregon City, Oregon 97045 <i>“Clackamas Landscape Supply”</i>
Historical Addresses:	- 1799 Washington St, Oregon City, Oregon 97045 - 1795 Washington St, Oregon City, Oregon 97045 (Former “Stimson Lumber Mill” Property)”
State Identification (ID) or Taxlot Number:	22E29 01402
Parcel Number:	01692779

Nearby Properties Descriptions

RELATIVE LOCATION	PARCEL ADDRESS	PARCEL LAND TYPE	PARCEL STATE ID
South	1726 Washington St <i>"End of the Oregon Trail Interpretive Center"</i>	"Mixed Use Downtown (MUD)"	22E29CA00500
Southwest	1757 Washington St <i>"Oregon City Station"</i>	"Mixed Use Downtown (MUD)"	22E29 01403
Northwest	Rail Tracks (Right-of-Way)	-	No Situs
North-Northeast	2001 Washington St <i>"Metro South Transfer Station"</i>	General Industrial	22E29 00904
Northeast	Access Road (Right-of-Way)	-	No Situs
East	Washington St (Right-of-Way) then	-	-
	1107 Abernathy Rd (aka 1101 17th St) <i>"Trails End Golf Center"</i> <i>Former "Rossman's Landfill"</i>	"Mixed Use Downtown (MUD)"	22E29 00902
Southeast	Washington St (Right-of-Way) then	-	-
	1810 Washington St Vacant Lot	"Mixed Use Downtown (MUD)"	22E29 00906
Southeast	Washington St (Right-of-Way) then	-	-
	1780 Washington St <i>"Stark Street Lawn & Garden Oregon City"</i>	"Mixed Use Downtown (MUD)"	22E2CA00400

The descriptions and details of the Subject Property and adjoining properties were generally derived from the City of Oregon City - OC WEBMAPS parcel property information database (<https://www.orcity.org/397/OC-WebMaps>), the Clackamas County - CMAP parcel property information database (<https://cmap.clackamas.us/maps>), the City of Portland - PortlandMaps parcel property information database (<https://www.portlandmaps.com>), select aerial photos, and a site reconnaissance.

Additional descriptions and details of the Subject Property and nearby properties are presented in Section 3.0 of this report.

1.2 Subject Property and Nearby Properties History

The Subject Property was currently observed to be occupied and operated as a commercial landscape supply distribution company identified as “Clackamas Landscape Supply, Inc”. Significant portions of the ground surface areas were used for the storage and display of commercial landscape supplies and materials (i.e. landscape rocks, gravel, sand, fill rock, mulch, etc.).

The Subject Property was historically the northeastern portion of the Former Stimson Lumber Mill Property.

A general summary of the historical uses of the Subject Property and nearby properties are presented below.

LOCATION	DESCRIPTION
Subject Property	Mostly agricultural fields and a building structure at the northeastern end of the Subject Property (1936). Mostly agricultural and open fields (1948). Mostly open fields, a building structure on the southern end of the Subject Property, and some storage of materials on the central portion of the Subject Property (1952, 1955). More intensive usage and storage of materials on the central and southwestern portions of the Subject Property (1960). A large L-shaped building structure on the southern portion of the Subject Property, and intensive usage of the property as a lumber mill with stacked logs (1970, 1975, 1981). The large L-shaped building structure on the southern portion of the Subject Property appear to have been razed, the property appeared to be in the process of being cleared, and the lumber mill no longer appeared to be present (1994). The Subject Property appeared to have been cleared and grubbed, some portions of the cleared areas appeared to be used for the storage of materials, and the Former Lumber Mill no longer appeared to be present (2000). The Subject Property appeared to be occupied and operated as the current commercial landscape supply distribution company (2006, 2009, 2012, 2016, 2020).
Northwest of Subject Property	The area to the northwest of the Subject Property appeared to be mostly agricultural fields with two (2) generally parallel railroad tracks aligned north-northeast and south-southwest (1936, 1948, 1952, 1955). The excavation of Clackamette Cove appeared to had begun (1960). The excavation of Clackamette Cove appeared to had been completed, Highway 205 appeared to have begun construction (1970), and industrial and/or commercial buildings appeared to have been developed (1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016). Multi-family residential units appeared to have been developed (2020).

North of Subject Property	The area to the north of the Subject Property appeared to be mostly agricultural fields with a railroad track aligned north-northeast and south-southwest, and some residences (1936, 1948, 1952, 1955, 1960). Highway 205 appeared to have begun construction (1970), and industrial and/or commercial development with stacked logs appeared to have begun (1970, 1975, 1981). The Metro South Transfer Station appeared to have been constructed (1994). Large stacks of logs appear to have been removed (1994). The area to the north appeared to be generally industrial and/or commercial (2000, 2006, 2009, 2012, 2016, 2020)
Northeast and East	The area to the northeast and east of the Subject Property appeared to be mostly agricultural fields with two (2) small ponds (1936, 1948, 1952, 1955, 1960). The area appeared to have been developed for some commercial, industrial, and/or landfill use (1970, 1975, 1981) The landfill appeared to have been covered (1994). The area appeared to have been re-developed for mostly commercial (including a golf center) and/or industrial uses (2000, 2006, 2009, 2012, 2016, 2020).
Southeast and South	The area to the southeast and south of the Subject Property appeared to include a large sports venue ("Kelley Field"), agricultural fields, commercial and/or industrial building structures, and residences (1936, 1948, 1952, 1955, 1960). More commercial and/or industrial buildings appeared to have been developments (1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016, 2020). The End of the Oregon Trail Interpretive Center appeared to have been developed on the site of "Kelley Field" (2000).

Southwest	The area to the southwest of the Subject Property appeared to include agricultural fields, commercial and/or industrial building structures, and residences (1936, 1948, 1952, 1955, 1960). More commercial and/or industrial buildings appeared to have been developments and residential buildings appeared to have been razed (1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016, 2020).
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The location of the Subject Property is presented in Figure 1. The boundaries of the Subject Property, neighboring properties, and select property details are presented on Figure 2. The boundary of the Subject Property relative to the former boundary of the Former Stimson Lumber Mill property is presented in Figure 3. The locations and descriptions of the Subject Property and site features are presented on Figure 4, Figure 5, and Figure 6.

Additional descriptions and details of the Subject Property and nearby properties are presented in Section 7.0 of this report.

1.3 Site Reconnaissance and Records Review Findings

The site reconnaissance and records reviews did not identify evidence of:

- Water wells on the Subject Property;
- Disposal pits, ponds, lagoons, or surface impoundments on the Subject Property;
- Stressed vegetation on the Subject Property; and
- Environmental permits, notices or environmental liens for the Subject Property.

Site Reconnaissance

However, the site reconnaissance indicated:

- Select observed site features that were likely related to “de minimis” conditions on the Subject Property.
 - Maintenance Supply Shed with Petroleum Products;
 - Semi-Trailer with General Mechanical Work Shop;
 - Stormwater Catch-Basins potentially connected to UICs;
 - Stormwater Outfalls, drainage ditches, and buried culverts; and
 - A Pile of Crushed Asphalt Debris Material.

- The **adjoining rail road tracks right-of-way** (No Situs) property along the northwest boundary of the Subject Property was observed with large ballast rocks used as the base of the rail road tracks that may be a preferential migration pathway or transport conduit for surface and/or stormwater runoff.
- The adjoining “Metro South Transfer Station” property to the north-northeast was observed with a small pond.
- The adjoining gravel access road right-of-way (No Situs) property to the northeast was observed with flush-mount monuments of several groundwater and soil gas monitoring wells. These groundwater and soil gas monitoring wells are likely related to the monitoring of the former Rossman’s Landfill site. Details of the former Rossman’s Landfill site is presented in the Oregon (OR) Department of Environmental Quality (DEQ) Environmental Cleanup Site Information (ECSI) database with ECSI identification (ID): 674. The presence of these groundwater and soil gas monitoring wells along the gravel access road right-of-way **does represent a potential REC** for the Subject Property.

Note that additional findings and details of the site reconnaissance are presented in Section 9.0 of this report.

Records Review

The record review of ECSI sites within a 0.5-mile radius of the Subject Property identified:

- Stimson Mill (Former) | ECSI ID: 1965 (***for Subject Property***)
- Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288
- Rossman’s Landfill | ECSI ID: 674
- Landeen Welding | ECSI ID: 3108
- Bud’s Radiator Shop | ECSI ID: 1968
- Unpermitted Rossman Landfill | ECSI ID: 1238
- Old Rossman Landfill – South | ECSI ID: 3126
- Parker Pond / The Apartments | ECSI: 5138
- Clackamette Cove | ECSI ID: 2301
- Clackamette Cove Area | ECSI ID: 3187
- Al’s Machine (Former) | ECSI ID: 2900
- Jeff Lohr Residence | ECSI ID: 129

Note that additional details of these ECSI sites are presented in Section 6.0 of this report. The record review of DEQ Leaking Underground Storage Tank (LUST) sites within a 0.2-mile radius of the Subject Property identified:

- Kelly Field Cardlock | LUST ID: 03-95-0093
- Stein Oil/Kelly Field | LUST ID: 03-89-0148
- Clackamas County DTD | LUST ID: 03-91-0385
- Oregon Public Works | LUST ID: 03-02-5068

Note that the “Status” of all these LUST sites were “Closed.” Additional records reviews findings and details are presented in Section 5.0 thru Section 8.0 of this report.

1.4 Hazardous Substances

No obvious hazardous substances were observed on the Subject Property or adjoining properties during the site reconnaissance.

1.5 Findings, Opinions, and Recommendations

The findings, opinions, and recommendations derived from the evaluation of this Phase I ESA are presented below.

1.5.1 Findings

A Recognized Environmental Conditions (RECs) is defined as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of future release.”

The identified RECs for the Subject Property include:

- The ROSSMAN’S LANDFILL (EDR ID: J49) site. The ROSSMAN’S LANDFILL (EDR ID: J49) site was a historic landfill site (ECSI ID: 674, EPA CERCLIS ID: 052210150, and DEQ Permit ID: 115) that has completed environmental site investigations, operates active environmental leachate and soil gas mitigation systems, and is monitored semiannually. The investigative status of this site is “Contamination Suspected,” and the action underway or needed is “Prospective Purchaser Agreement.”

Other EDR Listings related to the ROSSMAN'S LANDFILL (EDR ID: J49) site include:

- Rossman Methane Recovery Facility (EDR ID: J48)
- Willamette Hi-Grade Concrete Co (EDR ID: C7 and C8)
- Francis Welsh Silica Mine (EDR ID: C13 and C14)
- NW Natural Pipeline at Rossman Landfill (F29 and F32)

Review and assessment of select environmental documents and other information indicate that due to the potential for volatile organic compounds (VOCs) and heavy metals in the shallow groundwater, and VOCs and methane in the soil gas to migrate and impact the Subject Property, **the ROSSMAN'S LANDFILL (EDR ID: J49) site on the southeast adjoining property does represent a REC for the Subject Property.**

Note that select environmental investigations of the ROSSMAN'S LANDFILL (EDR ID: J49) site implied that buried wood debris materials on and/or near the Subject Property may be contributing to some of the methane detected in the soil gas. The former wood debris pile areas on and near the Subject Property are depicted on Figure 3.

Additional details for this REC are presented in Section 6.0 of this Report.

A **Historical Recognized Environmental Condition (HREC)** is defined as “a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority and meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g. property use restrictions, AULs, institutional controls, or engineering controls).”

The identified HRECs for the Subject Property include:

- The STIMSON MILL (Former) [EDR ID: A1 and A2] site. The STIMSON MILL (Former) [EDR ID: A1 and A2] site is part of the historic Stimson Lumber Mill site (ECSI ID: 1965) that had completed environmental site investigations.

Note that the Stimson Lumber Mill site was separated into Parcel 1 (part of 1757 Washington St); and Parcel 2 (part of 1757 Washington St and all of 1799 Washington St). The approximate boundary of the Stimson Lumber Mill site, Parcel 1 and Parcel 2 is depicted in Figure 3.

The investigative status of the STIMSON MILL (Former) [EDR ID: A1 and A2 | ECSI ID: 1965] site is “No Further Action Needed;” and the action underway or needed is “No Further State Action Required.”

Other EDR Listings related to the STIMSON MILL (Former) [EDR ID: A1 and A2] site include:

- STIMSON LUMBER COMPANY (EDR ID: A3)
- STIMSON MILL FORMER (EDR ID: A4)

Review and assessment of select environmental documents and other information indicate that Total Petroleum Hydrocarbon (TPH) impacted soil had been remediated by soil excavations, thermal treatment, and disposal.

Note that the removed TPH impacted soil area was located in the parking lot area on the southwest adjoining property identified as 1757 Washington St, and not on the current Subject Property (refer, Figure 3).

Because the TPH impacted soil was remediated to the satisfaction of the DEQ and a “NFA” designation was granted to this site, **the STIMSON MILL (Former) [EDR ID: A1 and A2] sites, the STIMSON LUMBER COMPANY (EDR ID: A3) site, and the STIMSON MILL FORMER (EDR ID: A4) site on the Subject Property does represent a HREC for the Subject Property.**

Note that due to the operations of the Subject Property as a Lumber Mill and the equipment likely used throughout the entire site, additional areas of TPH impacted soils may be encountered during site excavation activities.

Note that due to the operations of the Subject Property as a Lumber Mill buried wood debris material may be encountered during site excavation activities.

Additional details for this HREC are presented in Section 6.0 of this Report.

The following ECSI listed sites located nearby the Subject Property were also identified as HRECs for the Subject Property.

- **Landeen Welding (aka Maverick Welding Supply) | ECSI ID: 3108**
 - 1739 Washington St, OR 97045
- **Bud's Radiator Shop | ECSI ID: 1968**
 - 1715 Washington St, Oregon City, OR 97045
- **Al's Machine (Former) | ECSI: 2900**
 - 1608 Washington St, Oregon City, OR 97045
- **Jeff Lohr Residence | ECSI ID: 129**
 - 1206 Washington St, Oregon City, OR 97045

Additional details for these HRECs are presented in Section 6.0 of this Report.

A **Controlled Recognized Environmental Condition (CREC)** is defined as “a REC from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g. as evidenced by the issuance of a NFA letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g. property use restrictions, AULs, institutional controls, or engineering controls).”

The identified CREC for the Subject Property include:

- The STIMSON LUMBER – PARCEL 1 (FORMER) [EDR ID: 5] site is part of the historic Stimson Lumber Mill site (ECSI ID: 2288) that had completed environmental site investigations, and had implemented engineering and institutional controls to allow Pentachlorophenol (PCP) to remain in-place by capping, drainage control, and regular inspections.

Note that the Stimson Lumber Mill site was separated into Parcel 1 (part of 1757 Washington St); and Parcel 2 (part of 1757 Washington St and all of 1799 Washington St). The approximate boundary of the Stimson Lumber Mill site, Parcel 1 and Parcel 2 is depicted in Figure 3.

The investigative status of the STIMSON LUMBER – PARCEL 1 (FORMER) [EDR ID: 5] site is “Listed on the Confirmed Release List or Inventory;” and the action underway or needed is “No Further Action (Conditional).”

Review and assessment of select environmental documents and other information indicate that impacts from the PCP in the soil is being mitigated with engineering controls (i.e. capping, drainage control, and regular monitoring) and institutional controls (i.e. Conditional NFA).

Note that the PCP impacted soil area is located below the Orgon City Station - AMTRAK station and platform on the southwest adjoining property identified as 1757 Washington St, and not on the current Subject Property (refer, Figure 3).

Because the PCP impacted soil is being controlled and monitored to the satisfaction of the DEQ and a Conditional NFA designation was granted to this site, **the STIMSON LUMBER – PARCEL 1 (FORMER) [EDR ID: 5] site on the southwest adjoining property does represent a CREC for the Subject Property.**

Note that review and assessment of select environmental documents indicated that there was a potential for the rail road track ballast rocks to be a preferential migration pathway or conduit for stormwater and/or surface water runoff.

Additional details for this HREC are presented in Section 6.0 of this Report.

The following ECSI listed sites located nearby the Subject Property were also identified as CRECs for the Subject Property.

- **Unpermitted Rossman Landfill PPA | ECSI ID: 1238**
 - Agness St, Oregon City, OR 97045
- **Old Rossman Landfill – South | ECSI ID: 3126**
 - Agnes St, Oregon City, OR 97045
- **Parker Pond / The Apartments | ECSI: 5138**
 - 16421 Main St, Oregon City, OR 97045
- **Clackamette Cove Area | ECSI ID: 3187**
 - 16288 Main St, Oregon City, OR 97045
- **Clackamette Cove | ECSI ID: 2301**
 - 16288 Main St, Oregon City, OR 97045

Additional details for these HRECs are presented in Section 6.0 of this Report.

A **“de minimis” condition** is defined as “a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.”

- During the site reconnaissance, the select site features were identified as “de minimis” conditions.
 - a vehicle and equipment **maintenance supply shed** used for the storage of vehicle maintenance products (i.e. oil, gear lubricant);
 - a semi-trailer on wheels used for general storage and as a **general mechanical work shop**;
 - stormwater **catch basins**;
 - stormwater **outfalls**;
 - stormwater **drainage ditches and culverts**; and
 - **crushed asphalt debris material**.

- Review of the EDR Vapor Encroachment Screen report indicated that the following EDR listed sites are not considered RECs for the Subject property due their “NFA” and/or “Closed” designations, and/or their down- or cross-gradient locations relative to the Subject Property and the groundwater flow direction, and are considered “de minimis” conditions.
 - KELLY FIELD CARDLOCK | (EDR ID: C9)
 - AUTO TECHNICS AUTOMOTIVE | (EDR ID: C10)
 - STEIN OIL/KELLY FIELD | (EDR ID: C11)
 - SMITTY’S UPHOLSTERY | (EDR ID: B12)
 - BUDS RADIATOR SHOP | (EDR ID: B15)
 - BUD’S RADIATOR SHOP | (EDR ID: B17)
 - METRO SOUTH STATION | (EDR ID: 18)

A Business Environmental Risk (BER) is defined as “a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.”

The identified BER to consider for the Subject Property include:

- Groundwater use is not allowed, and the City of Oregon City adopted Ordinance No. 94-1022 which prohibits well drilling in the Cove area without first consulting with DEQ.
- During design and construction of buildings and related structures on the Subject Property, DEQ will may likely require safeguards be in place (i.e. contaminated media management plan, engineering controls if the property is occupied by urban residential uses, etc.) to be protective of human health and the environment.

1.5.2 Opinions

The DEQ investigative status of the Subject Property is “No Further Action Needed;” and the Subject Property appears to be generally ready for development.

However, REC, HREC, CREC, and BERs have been identified on and/or near the Subject Property. And, select environmental site conditions could be further investigated to evaluate and/or confirm current subsurface soil, groundwater, and/or soil gas conditions.

These select environmental conditions include:

- The preferential migration of PCP and TPH along the railroad track ballast rock;
- The presence of buried wood debris material below the Subject Property;
- VOCs and heavy metals in Groundwater Related to Rossman’s Landfill (EDR ID: J49);
- VOCs and Methane in Soil Gas Related to Rossman’s Landfill (EDR ID: J49);
- TPH in soil, groundwater, and/or soil gas related to the Stein – Chevron – Tank Farm / Kelly Field site (EDR ID: C9, C10, and C11);
- Potential UICs Related to Observed Stormwater Catch Basins on the Subject Property; and
- Note that a potential flood risk does exist for the Subject Property.

It is EW’s opinion that the Subject Property may warrant some additional targeted environmental investigations in cooperation with the DEQ Voluntary Cleanup Program (VCP) to evaluate and/or confirm current subsurface soil, groundwater, and/or soil gas conditions in an effort to be protective of human health and the environment, and to facilitate any future development of the Subject Property.

1.5.3 Recommendations

EW recommends the owner of the Subject Property engage with the DEQ VCP to consider/develop a “Prospective Purchaser’s Agreement (PPA)” for future site development and use; and/or develop a workplan for a focused environmental investigation of the Subject Property.

The recommended additional work should be performed by a qualified environmental professional.

2.0 INTRODUCTION

2.1 Purpose

EW was contracted by the City of Oregon City – Department of Economic Development (Mr. James Graham, CEcD), Client, to conduct this Phase I ESA for the Subject Property located at 1799 Washington St in Oregon City, Clackamas County, Oregon (State Identification: 22E29 01402). Note the Subject Property and other adjoining parcels to the southwest were also found to have historically been identified as 1795 Washington Street, Oregon City, OR; and the address of the current occupants of the Subject Property (Clackamas Landscape Supply Inc) is 1795 Washington Street, Oregon City, OR. The location of the Subject Property is presented in Figure 1.

The Subject Property appeared to be located within the “Downtown” Urban Renewal District, and zoned as “Mixed Use Downtown (MUD)” in the City of Oregon City parcel property information database (<https://www.orcity.org/397/OC-WebMaps>).

This Phase I ESA was conducted for the purpose of identifying RECs that may impact the Subject Property to qualify for LLPs under CERCLA.

2.2 Scope of Services

The purpose of the Phase I ESA is to assist the Client in identifying potential environmental liabilities or RECs associated with the presence of any hazardous substances or petroleum products, their use, storage, and disposal at and in the vicinity of the Subject Property, as well as regulatory non-compliance that may have occurred at the Subject Property and in the vicinity of the Subject Property. The assessment activities for the Subject Property and in the vicinity of the Subject Property focused on:

- A review of historical sources to help ascertain previous land use(s) at the Subject Property and in the surrounding area;
- A review of federal, state, tribal and local databases that identify and describe underground fuel tank sites, leaking underground fuel tank sites, hazardous waste generator sites, and hazardous waste storage and disposal facility sites within the ASTM approximate minimum search distances (AMSD);

- A site reconnaissance of the Subject Property and surrounding properties; and
- Completion of questionnaires and interviews with available past and present owners, occupants, and operators to identify historic operations and uses related to potential environmental conditions.

The objective in conducting this Phase I ESA was to identify potential indications for an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum products that may impact the Subject Property.

2.2.1 Vapor Encroachment Conditions

The Phase I ESA ASTM Standard was updated in 2013 to include an evaluation of Vapor Encroachment Conditions (VECs) of concern under the usual Scope of the Phase I ESA. Vapor encroachment occurs when vapors from volatile chemicals in contaminated soil or groundwater on and/or near the Subject Property migrate upwards into the indoor air of overlying buildings. The chemicals responsible for vapor encroachment include volatile organic compounds (VOC), semi-volatile organic compounds (SVOCs), and volatile inorganic compounds such as mercury. Once contaminant vapors enter a structure, they may accumulate and potentially pose health hazards for the building occupants.

To ensure that vapor encroachment was appropriately considered when performing a Phase I ESA, the ASTM revised its Vapor Encroachment Standard (ASTM E2600-15) in 2015. In accordance with the new standard, two conditions were evaluated: VEC and pVEC (potential VEC). A VEC results from “the presence or likely presence of any chemicals of concern in the indoor air environment of existing or planned structures on a property caused by the release of vapor from contaminated soil or groundwater on the property or within close proximity to the property, at a concentration that presents or may present an unacceptable health risk to occupants. A pVEC results from “a condition that exists when screening indicates the possibility of a VEC, but where there is insufficient data to ascertain the presence or likely presence of chemicals of concern (COCs) in the indoor air environment.” COCs were defined by the ASTM to be “chemicals in the subsurface environment that are known or reasonably expected to be present, that can

potentially migrate as a vapor into an existing or planned structure on a property, and that are generally recognized as having the potential for an adverse impact on human health.”

2.3 Authorization and User Reliance

The City of Oregon City – Department of Economic Development (Mr. James Graham, CEcD), Client, authorized the scope of work on September 20, 2023.

This Phase I ESA report was provided for the sole use of the owner of the Subject Property, City of Oregon City, and their designated agents. No other parties should rely upon the contents of this report without the express written consent of the City of Oregon City and EW. Findings discussed herein are relevant to the dates of the site work and should not be relied upon to represent site conditions on other dates.

Any reliance on or use of this report by any party other than the Client will be at such third party's risk, and no warranties or representations, expressed or implied, are made to any third parties.

2.4 Report Expiration Date

The information, findings, conclusions, opinions, and recommendations presented within this Phase I ESA report may be relied upon for 180 days following the date of this report in accordance with Section 4.6 of ASTM Standard Practice E 1527-21. The continued viability of this Phase I ESA report beyond 180 days of the report date is subject to the requirements of Sections 4.6 and 4.7 of ASTM Standard Practice E 1527-21. Note that select parts of this Phase I ESA report may be viable for up to one (1) year from the date of this report.

3.0 SITE DESCRIPTIONS AND DETAILS

The descriptions and details of the Subject Property and the surrounding area were generally derived from the City of Oregon City - OC WEBMAPS parcel property information database (<https://www.orcity.org/397/OC-WebMaps>), the Clackamas County - CMAP parcel property information database (<https://cmap.clackamas.us/maps>), the City of Portland - PortlandMaps parcel property information database (<https://www.portlandmaps.com>), select aerial photos, and the site reconnaissance.

3.1 Subject Property Location and Legal Description

Subject Property Name:	NE Portion of the Former Stimson Property-Parcel 2
Parcel Address:	1799 Washington St , Oregon City, Oregon 97045
Current Occupant Address:	<i>"Clackamas Landscape Supply Inc"</i> 1795 Washington St , Oregon City, Oregon 97045
Historical Address:	<i>"Stimson Mill" Insert Other Names</i> 1795 Washington St , Oregon City, Oregon 97045
Jurisdictions:	City of Oregon City / Clackamas County
Property ID:	C156892
State ID:	22E29 01402
Parcel Number:	01692779
State ID:	22E31AD09400
Land Type:	COM – COMMERCIAL LAND
Land Area:	6.83 acres (297,515 sq ft)
Neighborhood:	Two Rivers
Current Use:	Occupied and operated as a Commercial Landscape Supply Distribution company identified as "Clackamas Landscape Supply, Inc"
Number of Buildings:	One (1) Mobile Trailer Type Building Used as an Office and Dispatch; One (1) Display Type Shed Structure; One (1) Vehicle and Equipment Maintenance Supply Shed used to store maintenance petroleum products, and One (1) Semi-Trailer used for general storage and general maintenance work shop. None of these structures were built on permanent foundations.
Basement:	None

3.2 Subject Property Description

The Subject Property is a 6.83-acre Mixed-Use Downtown (MUD) zoned parcel located at 1799 Washington St in Oregon City, Clackamas County, Oregon. The location of the Subject Property is presented on Figure 1. The boundaries and zoning designations of the Subject Property and neighboring properties are presented on Figure 2.

The Subject Property is identified as 1799 Washington St in Oregon City, Clackamas County, Oregon in the City of Oregon City - OC WEBMAPS, the Clackamas County - CMAP, and the City of Portland - PortlandMaps parcel property information databases.

However, the Subject Property as a whole and as part of the Former Stimson Lumber Mill Property is also identified as 1795 Washington St, Oregon City, Oregon. And, the Subject Property is occupied by a commercial landscape supply distribution business (identified as "Clackamas Landscape Supply, Inc.") with the business address of 1795 Washington St, Oregon City, Oregon

According to the City of Oregon City - OC WEBMAPS parcel property information database, the Subject Property and most of the neighboring properties are zoned as MUD. The adjoining properties to the north (Tri-City Wastewater Treatment Plant) and northeast (Metro South Transfer Station) are zoned General Industrial (GI).

Note that the Subject Property was once a portion (northeastern) of the Former Stimson Lumber Mill Property; and the Former Stimson Lumber Mill Property was also segmented into Parcel 1 and Parcel 2 (likely for environmental closure purposes). The current boundary of the Subject Property relative to the historic boundaries of the Former Stimson Lumber Mill Property are depicted in Figure 3.

3.3 Adjoining Properties Details and Descriptions

RELATIVE LOCATION	PARCEL ADDRESS	PARCEL LAND TYPE	PARCEL STATE ID
South	Washinton St (Right-of-Way) then	-	-
	1726 Washington St <i>"End of the Oregon Trail Interpretive Center"</i>	Commercial Land	22E29CA00500
Southwest	1757 Washington St <i>"Oregon City Station"</i>	Commercial Land	22E29 01403
West	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	1913 Main St <i>"Edgewater at the Cove - Apartments"</i>	Multi-Family Residential	22E29 02900
West	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	No Situs	Vacant	22E29 02300
Northwest	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	No Situs	Vacant	22E29 02100

RELATIVE LOCATION	PARCEL ADDRESS	PARCEL LAND TYPE	PARCEL STATE ID
Northwest	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	No Situs	Commercial Land	22E29 01510
North-Northwest	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	No Situs	Commercial Land	22E29 01504
North-Northwest	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	16320 Agnes Ave	Commercial Land	22E29 01506
North-Northwest	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	16300 Agnes Ave <i>"Old Rossman Landfill"</i>	Vacant	22E29 01507
North	Rail Tracks (Right-of-Way) then	-	-
	Highway 205 (Right-of-Way) then	-	-
	No Situs <i>"Old Rossman Landfill"</i>	Vacant	22E29 01509
North	Rail Tracks (Right-of-Way) then	-	-
	No Situs	Vacant	22E29 01400
North	Rail Tracks (Right-of-Way) then	-	-
	No Situs	Vacant	22E29 00400

RELATIVE LOCATION	PARCEL ADDRESS	PARCEL LAND TYPE	PARCEL STATE ID
North-Northeast	Rail Tracks (Right-of-Way) then	-	-
	No Situs	Vacant	22E29 00800
North-Northeast	Rail Tracks (Right-of-Way) then	-	-
	No Situs	Vacant	22E29 00801
Northeast	Access Road (Right-of-Way) then	-	-
	2001 Washington St <i>"Metro South Transfer Station"</i>	Industrial Land	22E29 00904
East-Northeast	Washington St (Right-of-Way) then	-	-
	2002 Washington St <i>"Home Depot"</i>	Commercial Land	22E29 00906
East	Washington St (Right-of-Way) then	-	-
	1105 Abernathy Rd (aka 1101 17th St) <i>"Trails End Golf Center"</i> <i>"Rossman's Landfill"</i> <i>"Unpermitted Rossman Landfill"</i>	Industrial Land	22E29 00902
Southeast	Washington St (Right-of-Way) then	-	-
	1810 Washington St	Commercial Land	22E29 00906
Southeast	Washington St (Right-of-Way) then	-	-
	1780 Washington St <i>"Stark Street Lawn & Garden Oregon City"</i>	Commercial Land	22E2CA00400

The locations and descriptions of the Subject Property and select surrounding properties are presented on Figure 2.

The properties adjoining the Subject Property appeared to be generally occupied by a railroad track, a train station (Oregon City Station – Amtrak), Highway 205, multi-family residential apartments, Tri-City Wastewater Treatment Plant, Metro South Transfer Station, Metro South Hazardous Waste station, other commercial and retail businesses (including Trails End Golf Center, Stark Street Lawn & Garden-Oregon City, End of the Oregon Trail Interpretive Center, Airgas Store, State of the Art Body and Paint, and Oregon Rain Harvest), general storage yards, open fields, trails, surface water drainage ditches, culverts, and natural areas.

The properties adjoining the Subject Property is depicted on Figure 4.

4.0 PHYSICAL SETTING

4.1 Subject Property Coordinates

Latitude (North):	45° 22' 02.30"
Longitude (West):	122° 35' 37.55"

4.2 Geology

The geology below the Subject Property is the Holocene aged alluvial deposits. The alluvial deposits generally consist of sand, gravel, and silt forming flood plains and filling channels of present streams; in places includes talus and slope wash; and locally includes soils containing abundant organic material, and thin peat beds (Walker, G.W. and Macleod, N.S. 1991).

Specifically, the Subject Property is located on an alluvial terrace formed by the sedimentation in an abandoned meander channel of the Clackamas River. According to investigations performed by others, the alluvium below the Subject Property appeared to consist of two zones, an upper fine-grained zone that ranges from 20 to 47 feet in thickness and a lower coarse-grained zone which varies from 15 to 40 feet in thickness. The upper fine-grained zone is composed of silt, clay, and fine sand. The lower coarse-grained zone is composed primarily of basaltic gravel with fine to coarse grain sand (CH2M Hill, 1988).

4.3 Topography

According to the USGS Oregon City Quadrangle topographic map (Oregon City, OR, 2020), the local topography within the near vicinity of the Subject Property is generally level ground-surface with a slight downward slope toward the southeast to stormwater drainage ditches with buried culverts along Washington Street. And, the Subject Property is generally bound between topographic highs to the southeast (Former Rossman Landfill) and northwest (Railroad Tracks and Highway 205).

According to the PortlandMaps parcel property information database (<https://www.portlandmaps.com>), the ground at the Subject Property is approximately 37 feet (ft) above mean sea level (amsl).

It was noted during the site reconnaissance that the surface topography of the Subject Property appeared to generally slope slightly downward toward the south and southeast to stormwater drainage ditches with buried culverts along Washington Street; and a man-made ramp type surface feature located within the central area of the Subject Property along the northwest property boundary (likely related to tree loading operations at the Former Stimson Mill) sloped downward toward the northeast. It was also noted during the site reconnaissance that stormwater diversion ditches or swales were present on the southwest adjoining property (1757 Washington St), and a small pond was located on the northeast adjoining property (2001 Washington St).

The surface topography in the vicinity of the Subject Property is presented on Figure 1.

4.4 Hydrology

The Subject Property is located approximately 0.24-mile to the north of Abernathy Creek, approximately 0.28-mile to the south-southeast of Clackamette Cove, approximately 0.39-mile to the east of the Willamette River, and approximately 0.57-mile to the southeast of the Clackamas River. The Clackamas River generally flows from the east to the west into the Willamette River. Abernathy Creek generally flows from the east-southeast to the west-northwest into the Willamette River. And, the Willamette River generally flows from the south to the north into the Columbia River.

The surface water flow direction on the Subject Property appeared to be south and southeast to stormwater drainage ditches with buried culverts along Washington Street.

The surface water flow direction in the near vicinity of the Subject Property appeared to generally be to the southwest toward Abernathy Creek or to the southeast to the stormwater drainage ditches with buried culverts along Washington Street.

Stormwater drainage ditched and/or buried culverts appeared to be located along portions of Washington Street, along the northwest property boundary, and across the northeast portion of the property. The approximate locations of drainage ditches and buried culverts are depicted in Figure 4.

Based on the local topographies of the ground surfaces, the relative locations of the surface water bodies and the general flow directions of the nearby rivers and creek, the inferred local groundwater flow direction of the shallow unconfined groundwater aquifer below and near the Subject Property is likely to the west-northwest toward Clackamette Cove, the confluence of the Willamette River and the Clackamas River, and/or Willamette River.

According to the City of Oregon City Public Works – General Floodplain Map, the Subject Property and all adjoining properties lies within the 100-year floodplain.

Review of select Oregon Water Resources Department (OWRD) monitoring well reports presented in the OWRD well logs database (<https://apps.wrd.state.or.us>) indicated that a shallow unconfined groundwater aquifer appeared to be present near the Subject Property at depths ranging from about 15 ft below ground surface (bgs) to 26 ft bgs. The select OWRD monitoring well reports were identified as CLAC 18900, CLAC 18901, CLAC 18902, CLAC 18903, CLAC 18904, CLAC 18909, and CLAC 18910. Copies of the reviewed OWRD monitoring well report for borings advanced near the Subject Property are presented in Appendix A.

According to investigations performed by others, the upper fine-grained zone is mostly above the groundwater table and is unsaturated. However, perched groundwater lenses were present locally throughout the zone. The lower coarse-grained zone is saturated and represents the primary shallow groundwater aquifer in the vicinity of the Subject Property. In addition, it was noted that the upper fine-grained zone may be semi-confined (CH2M Hill, 1988).

Note that the City of Oregon City adopted Ordinance No. 94-1022 that prohibited water well drilling in the vicinity of the Subject Property and Clackamette Cove without first consulting the DEQ.

4.5 Soils

A review of the United States Department of Agriculture (USDA) Soil Survey (<https://websoilsurvey.nrcs.usda.gov>) for the vicinity of the Subject Property identified the soils below the majority of the Subject Property and adjoining properties to the west, north, east, and southwest as the Urban Land in Map Unit 82. No soil profile descriptions were presented for the Urban Land (Map Unit 82).

Review of the USDA Soil Survey for the vicinity of the Subject Property identified the soils below a small portion of the Subject Property along the south-southeast and the adjoining properties to the south-southeast as Newburg Fine Sandy Loam in Map Unit 67. The soil profile description for the Newburg Fine Sandy Loam (Map Unit 67) indicated a typical profile of fine sandy loam from about 0-inches to 23-inches, fine sand from 23-inches to 42-inches, and extremely gravelly sand from 42-inches to 60-inches.

Review of select OWRD monitoring well reports presented in the OWRD well logs database (<https://apps.wrd.state.or.us>) indicated that the soil types encountered below the Subject Property during drilling activities were generally gravel fill from 0-ft to 2-ft bgs, silt from 2-ft to a range of 15-ft to 22 ft bgs, and silty sand from a range of about 15-ft to 22 ft bgs to 35 ft bgs. The select OWRD monitoring well reports were identified as CLAC 18900, CLAC 18901, CLAC 18902, CLAC 18903, CLAC 18904, CLAC 18909, and CLAC 18910. Copies of the reviewed OWRD monitoring well report for borings advanced near the Subject Property are presented in Appendix A.

5.0 USER PROVIDED INFORMATION

5.1 Title Search

A Preliminary Title Report and/or title report document was not provided to EW by the owner and/or the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD).

5.2 Environmental Liens

A Preliminary Title Report document was not provided by the owner and/or the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD), and the presence of Environmental Liens, or Activity and Use Limitations for the Subject Property was not able to be evaluated from a Preliminary Title Report document.

EDR conducted a search of available current land title records for environmental cleanup liens and other AULs, such as engineering controls and institutional controls. The results of that search indicated that there were no environmental liens or AULs recorded for the Subject Property.

The EDR search of available current land title records did identify a “Warranty Deed” for the Subject Property and the southwest adjoining property (1757 Washington St). This Warranty Deed (96-082841) indicate that there were no environmental liens or AULs recorded for the Subject Property. However, several “limitation of access,” “access restrictions,” “covenants, conditions, restrictions and reservations,” and “Plat restrictions” were noted in Exhibit B of the Warranty Deed. The EDR Environmental Lien and AUL Search report is present in Appendix B.

In addition, review of select environmental documents for the northeast adjoining Former “Rossman’s Landfill” property (ECSI ID: 674) identified a “Declaration and Establishment of Protective Covenants, Conditions and Restriction and Grants of Easements,” and a DEQ “Solid Waste Disposal Closure Permit” (Permit No: 115) which defines specific restrictions and responsibilities for the property. Additional details of these use restrictions and owner responsibilities are presented in Section 6 of this report.

5.3 Owner Provided Documents

The following documents were presented to EW for review by the owner and/or the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD).

The owner provided documents included:

- SEACOR, "PHASE III SOIL AND GROUNDWATER INVESTIGATION REPORT, STIMSON LUMBER MILL FACILITY," July 29, 1994. (File ID: 1994-07-29 Soil and Groundwater Report.pdf)
- SECOR International Incorporated, "REMEDIAL SOIL EXCAVATION REPORT, STIMSON LUMBER MILL FACILITY," July 3, 1996. (File ID: 1996-07-03 Remedial Soil Excavation Report.pdf)
- ODEQ, "Re: No Further Action, Former Stimson Lumber Company, Oregon City, Oregon, ECSI# 1965, July 6, 2000. (File ID: 2000-07-06 DEQ No Further Action ltr)
- *Unknown Source*, "EXHIBIT A, Site Drawing 112111," *date unknown*. (File ID: Exhibit A Site Drawing 112111.pdf)
- SQUIER ASSOCIATES, "Re: Modified Level I Environmental Site Assessment, Stimson Lumber Company, Oregon City, Oregon," February 6, 1992. (File ID: Mod Lvl 1 Envir Site Assmnt Stimson Lumber 020692.pdf)
- City of Oregon City, "Taxlot Detail Report," August 15, 2023. (File ID: Tax Lot Map 1795 Washington St.pdf)

These documents are presented in Appendix C.

Note that on November 26, 2023, EW submitted a public records request to the DEQ for all available environmental documents related to the Subject Property. EW received the numerous documents from the DEQ on October 5, 2023. The DEQ provided documents are presented in Appendix D.

The owner provided documents (listed above), the DEQ provided documents; and other identified environmental reports and documents are discussed in more detail within Section 6 of this report.

5.4 Specialized Knowledge – Subject Property and Adjoining Properties

Environmental questionnaires were presented to the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD) that inquired about specialized knowledge they may have concerning historic environmental issues at the Subject Property. The

owner representative of the Subject Property did not respond to the environmental questionnaires.

However, the owner representative of the Subject Property did pass along the environmental questionnaires to the current occupant of the Subject Property and likely most readily available and knowledgeable person of the site history. The current occupant of the Subject Property was identified as Mr. Steve Pearson, the owner and operator of Clackamas Landscape Supply, Inc. The environmental questionnaires were completed by Mr. Steve Pearson. A copy of the completed environmental questionnaires is presented in Appendix E. In the environmental questionnaires, Mr. Steve Pearson indicated that the Subject Property was used as a "Lumber Mill" in the past, and he was not aware of any environmental liens and/or any activity and land use limitations (AULs). In addition, Mr. Steve Pearson indicated that flooding conditions existed, a gasoline station and a landfill were historically present on adjoining properties.

5.5 Interview with Owner – Subject Property and Adjoining Properties

Based on discussions with the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD) and the documents provided by the owner representative, a formal environmental interview with the owner representative was not performed.

5.6 Interview with Current Occupant – Subject Property

A general interview with the current occupant of the Subject Property, Mr. Steve Pearson (the owner and operator of Clackamas Landscape Supply, Inc) was performed on October 12, 2023 (prior to performing the site reconnaissance). Mr. Steve Pearson provided general information about the Former Stimson Lumber Mill that had historically operated on the Subject Property; identified the likely remnants of the concrete foundation slabs and a small concrete wall related to the Former Stimson Lumber Mill building structures (razed); the current distribution operations of the Clackamas Landscape Supply business; and the historic flooding related to the Willamette River Flood of 1996.

Mr. Steve Pearson did not discuss or identify any environmental issues, environmental liens, and/or any AULs related to the Subject Property.

5.7 Past Owners, Operators and Occupants

Other past owners, operators, managers, and/or occupants were not readily available to be interviewed.

5.8 Local News Articles

A limited search of the Oregonian news online archives (oregonlive.newsbank.com) did identify several news articles related to environmental issues on the Subject Property. However, the information reviewed within the Oregonian Archives - Oregonian Historical Pages (1861 – 2018) were limited.

Note that other sources of detailed information related to environmental issues were identified.

6.0 ENVIRONMENTAL REPORTS AND DOCUMENTS

A search for readily available environmental reports and related documents were performed for the Subject Property and for the surrounding area within a 0.5-mile radius of the Subject Property.

A request for “Public Records at DEQ” (<https://www.oregon.gov/deq/about-us/pages/request-public-record>) was made on November 26, 2023 for the Subject Property (1799 Washington St) and the Former Stimson Mill property (1795 Washington St). The DEQ provided copies of environmental reports and related documents for:

- Stimson Mill (Former) / ECSI ID: 1965
 - 1795 Washington St, Oregon City, OR 97045
- Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288
 - 1795 Washington St, Oregon City, OR 97045

In addition, the DEQ Environmental Cleanup Site Information (ECSI) Database (<https://www.oregon.gov/deq/hazards-and-cleanup/env-cleanup/pages/ecsi>) was searched for ECSI sites within a 0.5-mile radius of the Subject Property; and for available environmental reports and related documents. The ECSI sites identified within a 0.5-mile radius of the Subject Property included:

- Stimson Mill (Former) | ECSI ID: 1965
- Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288

- Rossman's Landfill | ECSI ID: 674
- Landeen Welding | ECSI ID: 3108
- Bud's Radiator Shop | ECSI ID: 1968
- Unpermitted Rossman Landfill | ECSI ID: 1238
- Old Rossman Landfill – South | ECSI ID: 3126
- Parker Pond / The Apartments | ECSI: 5138
- Clackamette Cove | ECSI ID: 2301
- Clackamette Cove Area | ECSI ID: 3187
- Al's Machine (Former) | ECSI ID: 2900
- Jeff Lohr Residence | ECSI ID: 129

Summary details of the environmental reports and related documents provided by DEQ; and the information, environmental reports, and related documents identified in the ECSI database is presented below.

6.1 Subject Property Identified as Stimson Mill (Former) | ECSI ID: 1965 – Environmental Reports and Documents List

Environmental reports and documents related to the Subject Property provided by the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CECD) included:

- 1994-07-29 Soil and Groundwater Report.pdf
- 1996-07-03 Remedial Soil Excavation Report.pdf
- 2000-07-06 DEQ No Further Action ltr.pdf
- Exhibit A Site Drawing 112111.pdf
- Mod Lvl 1 Envir Site Assmnt Stimson Lumber 020692.pdf
- Tax Lot Map 1795 Washington St.pdf

Copies of the environmental reports and other documents related to the Subject Property provided by the owner representative of the Subject Property are presented in Appendix C.

An environmental document related to the Subject Property identified as Stimson Mill (Former) | ECSI ID: 1965 retrieved from the DEQ Environmental Cleanup Site Information (ECSI) database included:

- No.1965 NFA.pdf

A copy of the environmental document related to the Subject Property retrieved on the DEQ ECSI database is presented in Appendix D.

Environmental reports and documents related to Parcel 1 of the Former Stimson Lumber Mill identified as Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 (refer, Figure 3) and generally related to the Subject Property retrieved from the DEQ Environmental Cleanup Site Information (ECSI) database included:

- Final (recorded) EES.pdf
- Phase 2 Remedial Closure Report (Weston Solutions, July 2011).pdf
- NFA Recommendation Memo.pdf
- Record of Decision - Selected Remedial Action for Soil (April 2002).pdf
- Conditional No Further Action Determination (February 28, 2012).pdf

A copy of these environmental reports and documents related to Parcel 1 of the Former Stimson Lumber Mill identified as Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 was retrieved on the DEQ ECSI database is presented in Appendix F.

Environmental reports and other documents related to the Subject Property provided by the “Public Records at DEQ” public records request portal included:

- 1965 STIMSON MILL (FORMER)_AGREE.pdf
- 1965 STIMSON MILL (FORMER)_COMM_1992-02 - 2000-07.pdf
- 1965 STIMSON MILL (FORMER)_CONCEPTUAL WORK PLAN_SOIL SAMPLING_1998-10.pdf
- 1965 STIMSON MILL (FORMER)_CON_1998-02.pdf
- 1965 STIMSON MILL (FORMER)_MAPS.pdf
- 1965 STIMSON MILL (FORMER)_PHOTOS.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_DRAFT FOCUSED PARCEL 2 INVESTIGATION_1999-05.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_DRAFT PHASE 2 SOIL & GW INVESTIGATION_1994-02-15.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_ENVIRONMENTAL SITE ASSESS SUMMARY_1987-12-04.pdf

- 1965 STIMSON MILL (FORMER)_REPORT_FOCUSED PARCEL 2 INVESTIGATION_1999-02.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_FOCUSED PARCEL 2 INVESTIGATION_1999-07-02.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_PARCEL 1 RISK-BASED CORRECTIVE ACTION SOIL_2001-12-07.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_PARCEL 2 FOCUSED INVESTIGATION_2000-04-19.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_PHASE 3 GW INVESTIGATION_1994-07-29.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_REMEDIAL SOIL EXCAVATION_1996-07-03_1.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_REMEDIAL SOIL EXCAVATION_1996-07-03_2.pdf
- 1965 STIMSON MILL (FORMER)_REPORT_RESULTS OF GROUNDWATER SAMPLING & ANALYSIS_1997-06-12.pdf
- 1965 STIMSON MILL (FORMER)_SITE ASSESS.pdf
- 1965 STIMSON MILL (FORMER)_VCP STIMSON LUMBER WL_ECSI_1965.pdf

Copies of the environmental reports and other documents related to the Subject Property provided by the “Public Records at DEQ” public records request portal are presented in Appendix D.

6.1.1 Subject Property Identified as Stimson Mill (Former) | ECSI ID: 1965 – Environmental Reports and Other Documents Review and Summary

The Subject Property was listed on the DEQ ECSI database.

➤ Stimson Mill (Former) | ECSI ID: 1965

- 1795 Washington St, Oregon City, OR 97045

The DEQ ECSI database indicated that the investigative status of the Subject Property site is “No Further Action Needed;” and the action underway or needed is “No Further State Action Required.” The DEQ “No Further Action” letter dated July 6, 2000 is presented Appendix F.

The DEQ ECSI database provided the following information:

Contamination Information: "During a 1994 site investigation, Stimson's consultant found significant levels of petroleum hydrocarbons in surface and subsurface soils on several parts of the site. In addition, chlorinated VOCs and the metals iron and manganese were detected in shallow monitoring wells along the site perimeter. Stimson's consultant attributed the VOC and metals contamination in groundwater to the nearby (now closed) Rossman's Landfill (ECSI #674)."

Status of Investigative or Remedial Action: "Between October and December 1995, Stimson's consultant dug test pits to further characterize petroleum-contaminated soils, and then proceeded to excavate contaminated soils, to a depth of 3 to 6 feet. Soils contaminated with up to 23,000 ppm TPH were left in place along the west and north walls of the excavation, due to obstructions that precluded further soil removal. (8/24/98 ACV/VCP) DEQ Voluntary Cleanup Program review of site information noted data gaps: no screening of site soils for SVOCs, no off-site delineation of contamination in excavation area. Workplan requested by October 15, 1998. (4/13/99 ACV/VCP) Stimson directed site investigation in December 1998; report submitted March 1999. Elevated TPH documented in former maintenance area and 1994/1995 excavation TPH not delineated off-site. (4/18/00 ACV/VCP) Consultant evaluating groundwater to surface water (adjacent wetland) pathway. Report expected April 2000. (10/2/00 ACV/VCP) Incomplete pathway to adjacent wetland. NFA issued for site in August 2000 after public comment period."

Data Sources: "Phase III Soil and Groundwater Investigation Report, Stimson Lumber Mill Facility," SEACOR, 7/29/94; "Remedial Soil Excavation Report, Stimson Lumber Mill Facility," SEACOR, 7/3/96.

6.2 Nearby Properties – DEQ ECSI Environmental Reports and Documents List

Nearby properties (not a part of the current Subject Property) within a 0.5-mile radius of the Subject Property that were listed on the DEQ ECSI database included:

- **Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288**
 - 1757 Washington St, Oregon City, OR 97045
- **Rossman's Landfill | ECSI ID: 674**
 - 1101 17th St, Oregon City, OR 97045
- **Landeen Welding | ECSI ID: 3108**
 - 1739 Washington St, OR 97045
- **Bud's Radiator Shop | ECSI ID: 1968**
 - 1715 Washington St, Oregon City, OR 97045
- **Unpermitted Rossman Landfill PPA | ECSI ID: 1238**
 - Agness St, Oregon City, OR 97045
- **Old Rossman Landfill – South | ECSI ID: 3126**
 - Agnes St, Oregon City, OR 97045
- **Parker Pond / The Apartments | ECSI: 5138**
 - 16421 Main St, Oregon City, OR 97045
- **Clackamette Cove Area | ECSI ID: 3187**
 - 16288 Main St, Oregon City, OR 97045
- **Clackamette Cove | ECSI ID: 2301**
 - 16288 Main St, Oregon City, OR 97045
- **Al's Machine (Former) | ECSI: 2900**
 - 1608 Washington St, Oregon City, OR 97045
- **Jeff Lohr Residence | ECSI ID: 129**
 - 1206 Washington St, Oregon City, OR 97045

Additional details, and the environmental reports and/or documents presented in the DEQ ECSI database are presented below.

6.2.1 Adjoining Property Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 – Environmental Reports and Documents

An adjoining property listed on the DEQ ECSI database located to the southwest and cross-gradient from the Subject Property was:

- **Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288**
 - 1757 Washington St, Oregon City, OR 97045

Environmental reports and documents related to Parcel 1 of the Former Stimson Lumber Mill identified as Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 (refer, Figure 3) and generally related to the Subject Property retrieved from the DEQ Environmental Cleanup Site Information (ECSI) database included:

- Final (recorded) EES.pdf
- Phase 2 Remedial Closure Report (Weston Solutions, July 2011).pdf
- NFA Recommendation Memo.pdf
- Record of Decision - Selected Remedial Action for Soil (April 2002).pdf
- Conditional No Further Action Determination (February 28, 2012).pdf

A copy of these environmental reports and documents related to Parcel 1 of the Former Stimson Lumber Mill identified as Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 was retrieved on the DEQ ECSI database is presented in Appendix F.

The summary information (updated 8/25/2016) for the Stimson Lumber – Parcel 1 (Former) stated:

“[Feb. 2012] DEQ has made a Conditional No Further Action decision at the site. The qualifying condition associated with the NFA is ongoing maintenance of the engineering control and institutional control designed to eliminate direct exposure to residual contamination, including diversion of stormwater to avoid its infiltration of into residual soil contamination.”

The DEQ ECSI database indicated that the investigative status of the Subject Property site is “Listed on the Confirmed Release List or Inventory;” and the action underway or needed is “No Further Action (Conditional).” The DEQ “Conditional No Further Action Determination” letter dated February 29, 2012 is presented Appendix F.

The DEQ ECSI database provided the following information:

Contamination Information: “Wood processing began at the site in the early 1960s. To prevent sap staining, employees applied an aqueous pentachlorophenol (PCP) solution to cut lumber in a dip tank area at the northeast end of Parcel 1. The tank area apparently was upgraded with a concrete liner in the 1980s. The concrete and a significant amount of underlying soil were removed in early September 1999. A 1994 Phase III investigation included 10 soil borings and the installation and sampling of five monitoring wells. Water samples from MW-2 (located near the dip tank on Parcel 1) contained PCP concentrations of 1,300 ppb. Seven direct-push groundwater samples were also collected from the dip tank area. PCP was detected at levels ranging from 0.73 to 101 ppb. A total of 36 soil samples were collected from the direct-push borings, and PCP was detected in 15 of 36, at concentrations ranging from 44 to 51,270 ppb. Based on the results of the sampling investigation, Stimson's contractor concluded PCP had impacted groundwater from contaminated soil in the dip tank area, but discounted the risk to human health based on the lack of groundwater receptors. In 1997, PCP was detected at 500 ppb in the dip tank area. Following soil removal in 1999, the level of PCP detected was 86 ppb. (4/7/00 MTP/SAP) Reevaluated March 2000. Although the majority of the PCP source material appears to have been removed, groundwater at the site has been significantly impacted, and may have been contaminated since the 1960s. The extent of soil contamination to the north of the dip tank area, and to the southwest beneath the railroad tracks, has not been fully assessed. Medium priority is appropriate.”

Pathways: “Discharge of shallow groundwater to the vulnerable wetland area and Abernethy Creek is the pathway of greatest concern at the site. Both of these areas are downgradient of the site. Other pathways of concern include inhalation/ingestion of/or direct contact with contaminated soil during future intrusive work.”

Status of Investigative or Remedial Action: “(2/8/00 MTP/SAP) Although Parcel 2 ownership was transferred to the City of Oregon City, Stimson retained the responsibility for obtaining a No Further Action (NFA) decision from DEQ. Parcel 2 (ECSI #1965) entered the Voluntary Cleanup Program (VCP) in October 1997. DEQ issued and NFA for Parcel 2 in July 2000. In June 1998, DEQ's VCP referred Parcel 1 to the Site Assessment Program (SAP) to assess elevated levels of PCP found in soil and groundwater. Based on a review of available information, DEQ's SAP determined that PCP levels in groundwater posed a threat to ecological receptors in wetlands adjacent to the site, in Abernethy Creek, and possibly in the Willamette River. SAP recommends further investigative work and completion of an Expanded Preliminary Assessment (high priority). (4/7/00 MTP/SAP) Based on information contained in a 2/12/00 Roy F. Weston report, SAP re-evaluated the site's priority, and determined it is a medium priority for completion of site characterization activities. (8/14/00 MTP/SAP) Quarterly groundwater monitoring is being conducted (MW-8, MW-9); DEQ's VCP made a no-further-action determination for the Parcel 2 site (ECSI #1965) 7/6/00. (March 2001 ACV/VCP) Stimson joined ICP. Submitted risk assessment for review in May 2001. (11/1/01 ACV/VCP) Final RA & FS comments in November 2001. Public comment period on proposed remedy (cap) due in January 2002. (ACV 4/03) Soil Remedy (cap) and deed restrictions selected (ROD) in 2002. To be implemented with redevelopment as Amtrak Station in 2003-2004. Groundwater investigation ongoing. Groundwater risk assessment expected in 2003. (October 2005) Remedy was completed under Stimson oversight and included a new Amtrak station. Final closure report has been submitted, but property was transferred to the City of Oregon City. In order to review the final report and complete the public comment process, DEQ needs to enter into an ICP agreement with the City of Oregon City. The City has not approached DEQ for the NFA.”

Data Sources: L.R. Squier Associates, Environmental Site Assessment Summary Report, 12/4/87; Squier Associates, Modified Level I Environmental Site Assessment, 2/6/92; SEACOR, Phase III Soil and Groundwater Investigation Report, 7/29/94; SECOR, Remedial Soil Excavation Report, 7/3/96; Roy F. Weston, Inc., Results of Groundwater Sampling and Analysis, Parcel 2, 6/12/97;

Roy F. Weston, Inc., Results of Soil and Groundwater Investigation, Parcel 1, 3/98;
 Roy F. Weston, Inc., Remedial Soil Excavation and Groundwater Monitoring
 Report Parcel 1 - Former Stimson Lumber Mill Facility, 2/00.

6.2.2 Adjoining Property Rossman's Landfill | ECSI ID: 674 – Environmental Reports and Documents

An adjoining property listed on the DEQ ECSI database located to the east and up-gradient from the Subject Property was:

- **Rossman's Landfill | ECSI ID: 674**
 - 1101 17th St, Oregon City, OR 97045

Environmental reports and documents related to Rossman's Landfill | ECSI ID: 674 (refer, Figure 3) retrieved from the DEQ ECSI database included:

- EES - OCLD Summit LLC REC 2021-065312 (01140369xC624A).pdf
- PublicNotice-PPA-Rossmans Landfill-020121.pdf
- 2016.07.01 115 RossmansLandfillPermitRenewal.pdf
- draft declaration of CCRs.pdf
- 2002 Washington St Cert of Completion DCAPDX-3636953-v1-Certification of Completion_Recorded 12.23.2.pdf
- GLUA 21-000016 NOD.pdf
- REC Environmental CCRs - for Permit Closure Reqs (01110832xC624A) revised.pdf
- REC Amendment to Environmental CCRs (Permit Closure) (01169710xC624A).pdf
- OCLD Summit PPA Consent Order (Recorded 2021-063747).pdf
- DCAPDX-3636954-v1-PPA Consent Order correction_Recorded 12.23.2020.pdf
- First Amendment to OCLD Summit Consent Order (part 1) - signed 07 16 2021.pdf
- Rossman's Landfill PPA - 674.pdf
- Rossman's Landfill Trust Fund Agreement - EXECUTED June 8, 2020.pdf
- Summit PPA-draft.pdf
- Summit PPA-Exh A-Vicinity Map.pdf
- Summit PPA-Exh B Property Legal Descriptions.pdf

- Summit PPA-Exh C Scope of Work.pdf
- Summit PPA-Exh D EES.pdf
- Summit PPA - Exh E Trust Fund Agreement.pdf
- 2002 Wash St PPA-recorded-060820.pdf
- Raging River draft SOW.pdf
- Notice of Transfer - OCLD Summit at Rossman's Landfill (part 1) - signed.pdf
- 2019-03-27-2018AEMR-Rossman'sLandfill- no appends.pdf
- Rossman Landfill map and aerial, 2009.pdf

Copies of these environmental reports and documents related to Rossman's Landfill | ECSI ID: 674 (refer, Figure 3) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that this site was listed in the EPA CERCLIS database with the identification of 052210150. The investigative status of this site is "Contamination Suspected;" and the action underway or needed is "Prospective Purchaser Agreement."

The DEQ ECSI database provided the following information:

General Site Description: "Comprised of eight tax lots totaling about 132.46 acres, including Tax Lots 200, 2700, 904, 801, 1200, 906, and 902 of Township 2 South / Range 2 East - Section 29 (T2S/R2E-S29), and Tax Lot 2700 of T2S/R2E-S29CA. Washington Street and the UPRR Mainline lie along most of the site's western edge. Abernethy Road lies along the site's southern boundary. Oregon Highway 212 and an unnamed tributary to Abernethy Creek lie along most of the eastern edge of the site. Apperson Boulevard lies a short distance east, beyond Highway 212. Interstate Highway 205 (I-205) generally parallels the western edge of the landfill within about 500 feet. Abernethy Creek lies about 300 feet south of Abernethy Road. The Clackamas River lies as near as 2,000 feet northwest of the landfill. Clackamette Cove, a Clackamas River inlet that was mined for gravel, lies within about 1,300 feet northwest of the landfill. Washington Street and Oregon Highway 212 cross the northern end of the landfill. Metro's Oregon City Solid Waste Transfer Station and a Home Depoe commercial building supply facility have been constructed over portions of the northern fill. A 20-acre golf driving range has been developed on a portion of the southern fill. The End of the Oregon

Trail historical interpretive center has been constructed outside the southwestern corner of the landfill. About a dozen residences are located within 0- to 700 feet of the southwest corner of the site. Park Place and the Clackamas Heights neighborhood lies just east of the site, with homes located within as near as 150 feet east of the fill.”

Contamination Information: “(9/14/93 KPD/SAS) During the 1970s, Rossman's Landfill received approximately 60% of the municipal waste generated in the Portland area. The landfill was not permitted to receive hazardous waste; however, it was permitted to receive some industrial waste. Groundwater contamination from leachates was first noted in 1976. Odor problems began in early 1978. Groundwater studies in 1983 found that the City of Gladstone's backup water supply was contaminated with iron and manganese above secondary MCLs. (Gladstone's backup water supply was drawn from a shallow aquifer downgradient from the landfill; the primary water supply is drawn from an unaffected deep aquifer). Additional contaminants have been identified in the shallow aquifer directly beneath the landfill, but these contaminants have not migrated off-site. Gladstone shut down their backup water collector in 1986. A closure permit was issued for the landfill in July 1990. As part of the closure activities, an RI/FS has been performed, the landfill has been regraded, and leachate is being pumped and treated. Other sources may be responsible for the observed contamination of the shallow aquifer, including Old Rossman's Landfill (ECSI #1238).”

Manner and Time of Release: “Landfill leachate contaminating shallow aquifer; releases occurred 1969-1983.”

Hazardous Substances / Waste Types: “volatile organics, heavy metals”

Status of Investigative or Remedial Action: “(9/14/93 KPD/SAS) A total of 23 monitoring wells have been installed in the area. Groundwater is monitored semiannually, and surface waters in Clackamette Lake and Abernethy Creek are also periodically monitored. The site is active in the Solid Waste Section of DEQ, and will probably remain active at least until the Closure Permit expires in the year 2000. Because off-site groundwater contamination generally only exceeds secondary water quality standards, Site Assessment does not recommend placing

the site on the Confirmed Release List (CRL) or the Inventory. (B Schwarz, 08-31-2020) A prospective purchaser agreement was recorded by Clackamas County on June 8, 2020. Under this agreement, 2002 Washington St., LLC, paid \$803,000 for closure and post-closure costs for Rossman's Landfill. A copy of the recorded PPA and the trust fund agreement are attached. DEQ is proposing to issue a Certification of Completion, following receipt of this payment. A draft of this certification is also attached. Public notice regarding this proposed certification will be published on September 1, 2020. Comments are requested by October 1, 2020. (B Schwarz, 1-29-2021) DEQ is proposing to enter into a prospective purchaser agreement with two parties planning to purchase 77 acres of the 93-acre landfill property. The portion of the landfill for acquisition is currently vacant except for a golf driving range and an area used for storage of equipment and other items. The two prospective buyers plan to redevelop the property as a retail and entertainment complex, which may include recreational facilities, hotels, retail stores, financial services, restaurants and mixed-use residential development. Summit and OCLD intend to sell or lease portions of the property to future owners or occupants. Under the agreement, the prospective buyers will fund post-closure activities including groundwater monitoring, landfill gas monitoring and operation of an existing soil vapor extraction system located on Metro's Oregon City Solid Waste Transfer Station property, if necessary. The amount of funding to be provided is still being negotiated, but is expected to exceed \$977,000."

Data Sources: 1) EPA CERCLA Preliminary Assessment. 2) EPA CERCLA Site Inspection. 3) "Decision Diamond" meeting materials. 4) Plan of Action report. 5) Sampling and Analysis Plan. 6) Laboratory Reports.

6.2.3 Adjoining Property Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 – Environmental Reports and Documents

An adjoining property listed on the DEQ ECSI database located to the southwest and cross-gradient from the Subject Property was:

➤ **Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288**

- 1757 Washington St, Oregon City, OR 97045

Environmental reports and documents related to Parcel 1 of the Former Stimson Lumber Mill identified as Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 (refer, Figure 3) and generally related to the Subject Property retrieved from the DEQ Environmental Cleanup Site Information (ECSI) database included:

- Final (recorded) EES.pdf
- Phase 2 Remedial Closure Report (Weston Solutions, July 2011).pdf
- NFA Recommendation Memo.pdf
- Record of Decision - Selected Remedial Action for Soil (April 2002).pdf
- Conditional No Further Action Determination (February 28, 2012).pdf

A copy of these environmental reports and documents related to Parcel 1 of the Former Stimson Lumber Mill identified as Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288 was retrieved on the DEQ ECSI database is presented in Appendix F.

The summary information (updated 8/25/2016) for the Stimson Lumber – Parcel 1 (Former) stated:

“[Feb. 2012] DEQ has made a Conditional No Further Action decision at the site. The qualifying condition associated with the NFA is ongoing maintenance of the engineering control and institutional control designed to eliminate direct exposure to residual contamination, including diversion of stormwater to avoid its infiltration of into residual soil contamination.”

The DEQ ECSI database indicated that the investigative status of the Subject Property site is “Listed on the Confirmed Release List or Inventory;” and the action underway or needed is “No Further Action (Conditional).” The DEQ “Conditional No Further Action Determination” letter dated February 29, 2012 is presented Appendix F.

The DEQ ECSI database provided the following information:

Contamination Information: “Wood processing began at the site in the early 1960s. To prevent sap staining, employees applied an aqueous pentachlorophenol (PCP) solution to cut lumber in a dip tank area at the northeast end of Parcel 1. The tank area apparently was upgraded with a concrete liner in the 1980s. The concrete and a significant amount of underlying soil were removed in early September 1999. A 1994 Phase III investigation included 10 soil borings and the installation and sampling of five monitoring wells. Water samples from MW-2 (located near the dip tank on Parcel 1) contained PCP concentrations of 1,300 ppb. Seven direct-push groundwater samples were also collected from the dip tank area. PCP was detected at levels ranging from 0.73 to 101 ppb. A total of 36 soil samples were collected from the direct-push borings, and PCP was detected in 15 of 36, at concentrations ranging from 44 to 51,270 ppb. Based on the results of the sampling investigation, Stimson's contractor concluded PCP had impacted groundwater from contaminated soil in the dip tank area, but discounted the risk to human health based on the lack of groundwater receptors. In 1997, PCP was detected at 500 ppb in the dip tank area. Following soil removal in 1999, the level of PCP detected was 86 ppb. (4/7/00 MTP/SAP) Reevaluated March 2000. Although the majority of the PCP source material appears to have been removed, groundwater at the site has been significantly impacted, and may have been contaminated since the 1960s. The extent of soil contamination to the north of the dip tank area, and to the the southwest beneath the railroad tracks, has not been fully assessed. Medium priority is appropriate.”

Pathways: “Discharge of shallow groundwater to the vulnerable wetland area and Abernethy Creek is the pathway of greatest concern at the site. Both of these areas are downgradient of the site. Other pathways of concern include inhalation/ingestion of/or direct contact with contaminated soil during future intrusive work.”

Status of Investigative or Remedial Action: “(2/8/00 MTP/SAP) Although Parcel 2 ownership was transferred to the City of Oregon City, Stimson retained the responsibility for obtaining a No Further Action (NFA) decision from DEQ. Parcel

2 (ECSI #1965) entered the Voluntary Cleanup Program (VCP) in October 1997. DEQ issued and NFA for Parcel 2 in July 2000. In June 1998, DEQ's VCP referred Parcel 1 to the Site Assessment Program (SAP) to assess elevated levels of PCP found in soil and groundwater. Based on a review of available information, DEQ's SAP determined that PCP levels in groundwater posed a threat to ecological receptors in wetlands adjacent to the site, in Abernethy Creek, and possibly in the Willamette River. SAP recommends further investigative work and completion of an Expanded Preliminary Assessment (high priority). (4/7/00 MTP/SAP) Based on information contained in a 2/12/00 Roy F. Weston report, SAP re-evaluated the site's priority, and determined it is a medium priority for completion of site characterization activities. (8/14/00 MTP/SAP) Quarterly groundwater monitoring is being conducted (MW-8, MW-9); DEQ's VCP made a no-further-action determination for the Parcel 2 site (ECSI #1965) 7/6/00. (March 2001 ACV/VCP) Stimson joined ICP. Submitted risk assessment for review in May 2001. (11/1/01 ACV/VCP) Final RA & FS comments in November 2001. Public comment period on proposed remedy (cap) due in January 2002. (ACV 4/03) Soil Remedy (cap) and deed restrictions selected (ROD) in 2002. To be implemented with redevelopment as Amtrak Station in 2003-2004. Groundwater investigation ongoing. Groundwater risk assessment expected in 2003. (October 2005) Remedy was completed under Stimson oversight and included a new Amtrak station. Final closure report has been submitted, but property was transferred to the City of Oregon City. In order to review the final report and complete the public comment process, DEQ needs to enter into an ICP agreement with the City of Oregon City. The City has not approached DEQ for the NFA."

Data Sources: L.R. Squier Associates, Environmental Site Assessment Summary Report, 12/4/87; Squier Associates, Modified Level I Environmental Site Assessment, 2/6/92; SEACOR, Phase III Soil and Groundwater Investigation Report, 7/29/94; SECOR, Remedial Soil Excavation Report, 7/3/96; Roy F. Weston, Inc., Results of Groundwater Sampling and Analysis, Parcel 2, 6/12/97; Roy F. Weston, Inc., Results of Soil and Groundwater Investigation, Parcel 1, 3/98; Roy F. Weston, Inc., Remedial Soil Excavation and Groundwater Monitoring Report Parcel 1 - Former Stimson Lumber Mill Facility, 2/00.

6.2.4 Nearby Property Landeen Welding | ECSI ID: 3108 – Environmental Documents

A nearby property listed on the DEQ ECSI database located to the southwest and cross-gradient from the Subject Property was:

- **Landeen Welding | ECSI ID: 3108**
 - 1737 Washington St, Oregon City, OR 97045

Environmental documents related to Landeen Welding | ECSI ID: 3108 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- Staff Report No.3108.pdf
- NFA 3108.pdf
- NFA No.3108.pdf

Copies of these environmental documents related to Landeen Welding | ECSI ID: 3108 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that the investigative status of this site is “No Further Action needed;” and the action underway or needed is “No Further State Action Required.”

The DEQ ECSI database provided the following information:

General Site Description: “The site has been a welding supply shop since about 1962. The main building on Washington St. was constructed in 1936, and housed both Landeen Tractor and Implement and the welding supply business until 1962, when the tractor business was discontinued. A second building used as a shop was constructed in the 1960s, the northernmost portion of which currently is leased by a small-scale welding business. A welding equipment repair shop affiliated with Landeen Welding supply is also located in the shop building. A waste disposal/septic service firm rents storage space in a paved yard area north of the shop building. Prior tenants included a towing business. The adjacent residence and shop to the west is Bud's Radiator (ECSI #1968).”

Contamination Information: “(7/23/01 MTP/VCP) Phase I and Phase II investigations with sampling have been conducted at the site. DEQ has not seen the Phase I report. The Phase II report focused on four potential source areas: 1)

Dry Well; 2) Soil downslope and adjacent to the parking lot near the SW edge of the property; 3) Soil in the vicinity of an abandoned hydraulic lift; 4) Septic system. Results from what appear to be a worst-case sample collected from 13 feet below ground surface (bgs) from the dry well are consistent with non-point source petroleum contamination. The sample, composed of gravel and sludge, contained 649 parts per million (ppm) total petroleum hydrocarbon (TPH) as heavy oil. Based on non-detect results for metals and volatile organic compound (VOC) analysis on the sample, there is no indication that other hazardous constituents (e.g., welding-related waste, solvents) were introduced into the dry well. Although polynuclear aromatic hydrocarbon (PAH) analysis was not conducted, it is unlikely that these TPH levels would result in significant PAH concentrations. A low concentration of trichloroethene (TCE; 1.26 parts per billion) detected in groundwater may be from an upgradient source (i.e. Rossman's Landfill, ECSI #674), and similar concentrations have been detected on the adjacent Stimson Lumber site (ECSI #2288). A relatively high level of TPH as heavy oil (11,300 ppm) was detected in a surface soil sample collected from the southwest edge of the property (S.T. Surface North). Apparently, contamination was limited to the upper 1 inch at this location, and originated as sheet flow from oil-stained parking areas that accumulated in low areas along the fence line. A sample also was collected for Toxicity Leaching Characteristic Procedure (TCLP) analysis for cadmium, chromium, and lead, which yielded non-detect results.”

Manner and Time of Release: “Sources of contamination identified through analytical testing appear to be related to non-point source runoff from automobile/equipment storage, and a leaking hydraulic ram.”

Hazardous Substances / Waste Types: “Petroleum products from leaking vehicles/equipment, and possibly underground storage tanks (USTs). Possibly metals from welding and welding fabrication.”

Pathways: “Surface soil from petroleum, subsurface soil and possibly shallow groundwater from a drywell. The site is located about 500 feet south of Abernethy Creek, which provides habitat for steelhead and coho salmon. The primary exposure pathway appears to be direct contact and/or incidental

ingestion/inhalation among site workers to total petroleum hydrocarbons and related constituents such as polynuclear aromatic hydrocarbons (PAHs) in surface soil. Direct exposure of site utility/trench workers to contaminated subsurface soil in the dry well is likely during decommissioning activities.”

Status of Investigative or Remedial Action: “(7/23/01 MTP/VCP) Enviro-Comp Inc., on behalf of Historic Properties, LLC, has proposed a soil removal for the dry well area, and in the parking lot runoff area where petroleum hydrocarbons have accumulated. DEQ reviewed the report and visited the site on July 20, 2001. DEQ prepared a memorandum summarizing site information and data gaps, which included: 1) Obtaining the Phase I report to determine that all potential contaminant sources had been evaluated; 2) Evaluating the two USTs identified at the site during the site visit; 3) Proper decommissioning of the existing dry well, and installation of the new system according to DEQ's Underground Injection Control (UIC) regulations. The soil removal and installation of the new storm water control system will be conducted in summer 2001, with DEQ oversight, within the Independent Cleanup Pathway of the Voluntary Cleanup Program.”

Data Sources: Phase II Environmental Site Assessment Report, Landeen Welding Supply, (Enviro-Comp Services, Inc., 2001).

6.2.5 Nearby Property Bud's Radiator Shop | ECSI ID: 1968 – Environmental Report and Document

A nearby property listed on the DEQ ECSI database located to the southwest and cross-gradient from the Subject Property was:

- **Bud's Radiator Shop | ECSI ID: 1968**
 - 1715 Washington St, Oregon City, OR 97045

The environmental report and document related to Bud's Radiator Shop | ECSI ID: 1968 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- No.1968 staff report and NFA recommendation.pdf
- No.1968 NFA .pdf

Copies of the environmental report and document related to Bud's Radiator Shop | ECSI ID: 1968 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that this site was listed in the EPA CERCLIS database with the identification of 0002392801. The DEQ ECSI database indicated that the investigative status of this site is "No Further Action needed;" and the action underway or needed is "No Further State Action Required."

The DEQ ECSI database provided the following information:

Contamination Information: "In November 1996, the owner of the property reported that his tenant's operations had caused contamination of surface soils outside of the radiator shop and of subsurface soils and possibly groundwater via a dry well. A site visit by DEQ confirmed that the facility operator, who had run the radiator shop for about 30 years, had routinely disposed of hot-tank and other liquid wastes into a shop drain that discharged into the exterior dry well. The property owner had this drain sealed upon discovery of the contamination. A composite surface sample adjacent to the shop's bay door contained 850 mg/L TCLP lead; a sample of sludge from the catch basin leading into the dry well contained 200 mg/L TCLP lead. (GMW 10/13/97) Follow-up sampling in 1997 suggested that lead contamination may be localized around the dry well and limited to shallow soils in several areas in the south parking lot. No groundwater data has been collected."

Manner and Time of Release: "Disposal of hot-tank and radiator test-tank wastes to a dry well outside of the shop; disposal of floor sweepings from the shop onto soil/gravel outside of the shop."

Hazardous Substances / Waste Types: "Lead and other metals; possibly also petroleum hydrocarbons."

Pathways: "Site is within several hundred feet of Abernethy Creek, near its mouth into the Willamette River."

Status of Investigative or Remedial Action: "(GMW 10/13/97) A major focus of investigations performed to date has been estimating the extent of lead in soil around the dry well and south parking area. Site Assessment recommends that

owner/operators remove lead-contaminated soil in these areas. Confirmation sampling should include cadmium, copper, mercury, and VOCs, in addition to lead, since these other contaminants may have been associated with past shop operations. Recent sampling suggests that the fine-grained subsurface soils may have limited migration and prevented groundwater contamination. However, since the water table may be shallow and the dry well may act as a pipeline to groundwater, Site Assessment also recommends an evaluation of groundwater downgradient of the dry well for the presence of cadmium, copper, lead, mercury, and VOCs. Further state action at this site is a low-to-medium priority. (4/13/00 SAM/VCP) Based on work completed at the site under the guidance of DEQ's Voluntary Cleanup Program, DEQ has determined that no further action is needed."

6.2.6 Nearby Property Unpermitted Rossman Landfill PPA | ECSI ID: 1238 – Environmental Report and Document

A nearby property listed on the DEQ ECSI database located to the northwest and down-gradient from the Subject Property was:

- **Unpermitted Rossman Landfill PPA | ECSI ID: 1238**
 - Agness St, Oregon City, OR 97045

The environmental report and document related to Unpermitted Rossman Landfill PPA | ECSI ID: 1238 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- No.1238 PPA .pdf
- Remedial Action Work Plan (June 2000).pdf

Copies of the environmental report and document related to Unpermitted Rossman Landfill PPA | ECSI ID: 1238 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that the investigative status of this site is "Listed on the Confirmed Release List or Inventory;" and the action underway or needed is "Remedial Action."

The DEQ ECSI database provided the following information:

Site History: “(10/8/93 KPD/SAS) Art Rossman operated a landfill from 1960 to 1969 on land previously used for agriculture. The landfill expanded as a series of trenches, with excavated soil used for cover. In 1970, a sand and gravel mining company built an asphalt plant, a ready-mix cement plant, and a stationary rock crusher near or on top of the landfill. (Sand and gravel were imported to the site by barge and truck for processing, and were then used as aggregate in the asphalt and cement plants. Process wastewaters were discharged to a settling pond north of the site.) Groundwater samples in 1987, 1989, and 1991 contained high levels of iron, manganese, and benzene.”

Contamination Information: “(8/30/01 DJP/VCP) Numerous environmental investigations have occurred at and near the Old Rossman Landfill property to assess the nature and extent of possible hazardous substances present in the solid waste, soil and groundwater at the property. These investigations identified hazardous constituents including metals, volatiles, semivolatiles, pesticides, and PCBs at low levels in groundwater sporadically throughout the footprint of the landfill. Levels of contaminants diminish rapidly in the downgradient direction (i.e., toward Clackamette Cove), and were not detected or were at very low levels in water samples from wells located outside the landfill footprint. The downgradient levels are essentially indistinguishable from the concentrations in upgradient wells with respect to typical landfill contaminants (i.e., iron and manganese), which are typical of shallow groundwater in the area. Further, the entire site vicinity has been impacted by contaminants associated with the newer, larger Rossman Landfill located east of the site. The new Rossman Landfill operated under a permit from the DEQ Solid Waste Program from 1969 to 1983 and is currently under post-closure monitoring, which has not identified unacceptable impacts to Clackamette Cove. A gasoline release occurred at the north end of the landfill property in about 1986 from an above-ground storage tank or associated piping. Several site investigations have been completed to assess impacts from the gasoline release to soil and groundwater. Soils in the release area have concentrations of benzene that display the hazardous waste characteristic by TCLP; however, no soils were found that exceed DEQ criteria for hot spots for any gasoline-related compounds. Groundwater in the source area has elevated concentrations of gasoline-related

constituents that decrease downgradient of the source area and reach non-detect levels near the property boundary.”

Manner and Time of Release: “Disposal of municipal wastes into unlined landfill from 1960 - 1969. There are impacts to site groundwater due to 1988 gasoline release & upgradient sources, including Rossman Landfill.”

Hazardous Substances / Waste Types: “Heavy metals, pesticides, gasoline (BTEX, PAHs), phthalates, chlorinated hydrocarbons, PCBs.”

Pathways: “The site was originally a marshy floodplain near the confluence of the Willamette and Clackamas Rivers. Sand and gravel mining began in the early 1950s. Excavations at the adjacent property to the west created Clackamette Lake, (now Clackamette Cove) and overburden was used to fill in the rest of the marsh. There is a local ordinance restricting the use of groundwater in the vicinity of the site, including all of the Old Rossman Landfill area (Old Rossman Landfill - South [ECSI #3126] and the area covered under the PPA [ECSI #1238]), because of impacts from the new Rossman Landfill (east of I-205). Use of groundwater is also prohibited at the Unpermitted Rossman Landfill PPA (ECSI #1238) and Clackamette Cove PPA (ECSI #2301) under the terms of their respective PPAs.”

Environmental / Threats: “Substances in shallow groundwater above MCLs (heavy metals, benzene, possibly pesticides). Contamination could threaten adjacent Clackamette Lake.”

Status of Investigative or Remedial Action: “(10/8/93 KPD/SAS) The amount of contamination caused by the landfill and other on-site activities is unclear. Several contaminants have been detected only once in three sampling events. High levels of iron and manganese are often found in marshy areas. Because any groundwater contamination may impact Clackamette Lake and other areas open to the public, Site Assessment recommends further investigation to determine the potential need for groundwater remediation. Any additional investigations should be performed under the supervision of the Voluntary Cleanup Program. (KPD/SAS) Options letter sent 5/5/94. (8/30/01 DJP/VCP) The Tri-Cities Service District (TCSD) and DEQ entered a Prospective Purchaser Agreement (PPA) to establish TCSD's responsibilities for historic releases and remedial action on the property, and their

commitment to restoring the site for public use. TCSD plans to expand its current wastewater treatment plant operations to the north end of the property in order to continue to provide for the future needs of the community. The remedial action described in the Work Plan is designed to address the specific environmental conditions at the Old Rossman Landfill property and will include the cleanup of petroleum-impacted soils and debris, and the closure and management of the solid waste landfill consistent with the U.S. Environmental Protection Agency's Presumptive Remedy for Municipal Landfills. The EPA Presumptive Remedy as implemented at the Old Rossman Landfill addresses remaining exposure pathways through a combination of capping, landfill gas collection (and treatment if necessary), and institutional and engineering controls designed to reduce or eliminate most pathways of exposure. TCSD must evaluate and appropriately manage implementation risks to protect site workers during construction of the newly configured landfill. TCSD is not responsible for, and will not be required by the State of Oregon, to perform any monitoring, investigative, or remedial activities involving groundwater. However, because groundwater contamination may impact Clackamette Cove and other areas open to the public, Site Assessment recommends further investigation to determine the potential need for groundwater remediation."

Data Sources: 1) Morrison-Knudsen Phase I, II, and III Environmental Assessment reports. 2) ERM-Rocky Mountain Property Assessment report. 3) Chen-Northern Limited Phase II Site Assessment report. 4) AGRA Environmental Assessment Report, July 1998. 5) URS Corp. Work Plan, June 2000. SEE ALSO Clackamette Cove PPA (ECSI #2301); Old Rossman Landfill - South (ECSI #3126).

6.2.7 Nearby Property Old Rossman Landfill - South | ECSI ID: 3126 – Environmental Report and Document

A nearby property listed on the DEQ ECSI database located to the northwest and down-gradient from the Subject Property was:

- **Old Rossman Landfill - South | ECSI ID: 3126**
 - Agnes St, Oregon City, OR 97045

No environmental reports or documents related to the Old Rossman Landfill | ECSI ID: 3126 (refer, Figure 7) were available on the DEQ ECSI database.

However, the DEQ ECSI database indicated that the investigative status of this site is “Contamination Suspected;” and the action underway or needed is “Remedial Investigation / Feasibility Study.”

The DEQ ECSI database provided the following information:

Contamination Information: “(10/8/93 KPD/SAS) Art Rossman operated a landfill from 1960 to 1969 on land that had previously been in agricultural use. The landfill expanded as a series of trenches, with the excavated soil used for cover. In 1970, a sand and gravel mining company constructed an asphalt plant, a ready-mix cement plant, and a stationary rock crusher near or on top of the landfill. (Sand and gravel were imported to the site by barge and truck for processing, and were then discharged to a settling pond north of the site.) Groundwater sampling in 1987, 1989, and 1991 showed high levels of iron, manganese, and benzene. Iron and manganese levels exceeded secondary MCLs and benzene exceeded primary MCLs. (9/5/01 DJP/VCP) Numerous environmental investigations have occurred near this site to assess the nature and extent of possible hazardous substances present in the solid waste, soil, and groundwater. Investigations identified hazardous constituents including metals, volatiles, semivolatiles, pesticides, and PCBs at low levels in groundwater sporadically throughout the footprint of the landfill. Levels of contaminants diminish in the downgradient direction (i.e., toward Clackamette Cove), and were not detected, or were at very low levels, in water samples from wells located outside the landfill footprint. The downgradient levels are essentially indistinguishable from concentrations in upgradient wells with respect to typical landfill contaminants (i.e., iron and manganese), and are typical of shallow groundwater in the area. Furthermore, the entire site vicinity has been impacted by contaminants associated with the newer, larger Rossman Landfill located east of the site. The new Rossman Landfill operated under a permit from the DEQ Solid Waste Program from 1969 to 1983 and is currently under post-closure monitoring. This monitoring has not identified unacceptable impacts to Clackamette Cove.”

Manner and Time of Release: “Disposal of municipal wastes into unlined landfill from 1960 - 1969.”

Hazardous Substances / Waste Types: “Municipal solid waste.”

Pathways: “The site was originally a marshy floodplain near the confluence of the Willamette and Clackamas Rivers. Sand and gravel mining began in the early 1950s. The excavations created Clackamette Lake (now Clackamette Cove), and overburden was used to fill in the rest of the marsh. There is a local ordinance restricting the use of groundwater in the vicinity of the site, including all of the Old Rossman Landfill area (Old Rossman Landfill - South [ECSI 3126] and the area covered under the PPA [ECSI 1238]), because of impacts from the new Rossman Landfill (east of I-205). Use of groundwater is also prohibited at the Unpermitted Rossman Landfill PPA (ECSI 1238) and Clackamette Cove PPA (ECSI 2301) under the terms of their respective PPAs.”

Environmental / Threats: “Substances in shallow groundwater above MCLs (heavy metals, benzene, possibly pesticides). Contamination could threaten adjacent Clackamette Lake.”

Status of Investigative or Remedial Action: “(5/5/94 KPD/SAS) The amount of contamination caused by the landfill and other on-site activities is unclear. High levels of iron and manganese are often found in marshy areas. Because any groundwater contamination may impact Clackamette Lake and other areas open to the public, Site Assessment recommends further investigation to determine the potential need for groundwater remediation. Any additional investigations should be performed under the supervision of the Voluntary Cleanup Program. (9/5/01 DJP/VCP) This portion of the former Old Rossman Landfill has not been investigated directly. However, numerous investigations in the site vicinity have documented the impacts to soil and groundwater due to the presence of solid waste material. Evaluation of historical aerial photographs, observation of solid waste during the construction of Agness Road, and observations of substantial settling on properties south of the main landfill (Tax Lot 22E20-1509), indicate that these properties are likely underlain by solid waste material. An underground storage tank decommissioning at the M&D Trucking portion of this site in 1996

documented a release of diesel from the tank (LUST log #03-96-0158). M&D's contractor removed all impacted soil from this release down to the solid waste layer. DEQ's UST Section closed its file administratively in December 2001, and referred the M&D site to the Cleanup Program for further investigation of possible diesel impacts to solid waste."

Data Sources: 1) Morrison-Knudsen Phase I, II, and III Environmental Assessment reports. 2) ERM-Rocky Mountain Property Assessment report. 3) Chen-Northern Limited Phase II Site Assessment Report. See also Clackamette Cove PPA (ECSI #2301), Clackamette Cove Area (ECSI #3126) and Unpermitted Rossman Landfill PPA (ECSI #1238).

Copies of the environmental document related to Old Rossman Landfill | ECSI ID: 3126 (refer, Figure 7), specifically M&D Trucking (LUST ID: 0396-0158) retrieved from the DEQ LUST database is presented in Appendix G.

6.2.8 Nearby Property Parker Pond / The Apartments | ECSI ID: 5138 – Environmental Reports and Documents

A nearby property listed on the DEQ ECSI database located to the west and down-gradient from the Subject Property was:

- **Parker Pond / The Apartments | ECSI ID: 5138**
 - 16421 Main St, Oregon City, OR 97045

The environmental reports and documents related to Parker Pond / The Apartments | ECSI ID: 5138 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- Public notice for Parker Pond.pdf
- Prospective Purchaser Agreement (June 1, 2000).pdf
- Parker Pond PPA - 5138.pdf
- 2010-02-26-ParkerPond-feasibility-study.pdf
- Record of Decision-Parker Pond, ECSI 5138.pdf
- Staff report-Parker Pond, ECSI 5138-2014-12-19-withFigsAndAttchmnts.pdf
- Staff Report - Proposed Remedial Action (July 2010).pdf
- NFA-signed-2014-12-19.pdf
- Excised Area that was shifted to ECSI # 2301.pdf

- Phase II ESA Work Plan- The Cove at Clackamette Cove.pdf

Copies of the environmental reports and documents related to Parker Pond / The Apartments | ECSI ID: 5138 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that the investigative status of this site is "Contamination Suspected;" and the action underway or needed is "Partial No Further Action."

The DEQ ECSI database provided the following information:

Site History: "A portion of the site northeast across Main Street was excised in September of 2018 and incorporated into ECSI # 2301."

Contamination Information: "Methane gas is the primary contaminant of concern at this site. Most or all of this is from the adjacent Old Rossman's Landfill and nearby wood waste disposal areas."

Status of Investigative or Remedial Action: "(Bob Schwarz, Jan. 13, 2010) Groundwater and soil gas sampling were conducted in 2009. Elevated methane was found in soil gas. Slayden Construction intends to purchase the property after obtaining a Prospective Purchaser Agreement (PPA) from DEQ. Slayden intends to build a 220-unit apartment complex on the property consisting of ten buildings and parking at grade level. The PPA identifies safeguards to be included in the design, construction and operation of the buildings to prevent methane from entering them. (Bob Schwarz, July 6, 2010) DEQ has been informed that Slayden will likely not purchase the property. The safeguards specified in the PPA will, however, be required for any future buildings at the site. (Bob Schwarz, July 14, 2010) DEQ proposes remedial measures that involve methane venting and monitoring in future buildings. This proposal, described in the attached Record of Decision, will be submitted for public comment during the month of August 2010. The Record of Decision is based in part on a feasibility study prepared by CH2M HILL. A copy of that study is attached. (Bob Schwarz, Sept. 30, 2010) DEQ received no comments during the August public comment period. The Record of Decision was signed on Sept. 26, 2010. (Bob Schwarz, Jan. 2, 2015) Development

has still not proceeded. The current developer acknowledges that the gas mitigation measures identified in the Record of Decision will have to be addressed. In the meantime, they requested that DEQ issue a partial No Further Action determination, limited to an assessment of contaminant levels in soil and groundwater. That assessment is summarized in a December 19, 2014 staff report, attached. Based on this assessment, DEQ issued a partial No Further Action determination on Dec. 19, 2014. This NFA determination is also attached.”

6.2.9 Nearby Property Clackamette Cove Area | ECSI ID: 3187 – Environmental Reports and Documents

A nearby property listed on the DEQ ECSI database located to the west and down-gradient from the Subject Property was:

- **Clackamette Cove Area | ECSI ID: 3187**
 - 16288 Main St, Oregon City, OR 97045

No environmental reports or documents related to the Old Rossman Landfill | ECSI ID: 3126 (refer, Figure 5) were available on the DEQ ECSI database.

However, the DEQ ECSI database indicated that the investigative status of this site is “Contamination Suspected;” and the action underway or needed is “State Expanded Preliminary Assessment recommended (XPA).”

The DEQ ECSI database provided the following information:

Hazardous Substances / Waste Types: “Gasoline (BTEX, PAHs), heavy metals, asphalt, diesel and lube oil-range TPH, PAHs, have been identified on the Clackamette Cove PPA site (ECSI #2301). Similar operations have occurred at the Clackamette Cove Area site.”

Pathways: “The site was originally a marshy floodplain near the confluence of the Willamette and Clackamas Rivers. Sand and gravel mining began in the early 1950s. The excavations created Clackamette Lake (now Clackamette Cove), and overburden was used to fill in the rest of the marsh. A local ordinance restricts groundwater use in the vicinity of the site (including all of the Clackamette Cove Area), because of impacts from the Rossman's Landfill. Use of groundwater at the Clackamette Cove PPA site is also prohibited under the terms of the PPA.

Groundwater migrating from the site discharges to the Cove or to the Clackamas River. Contaminants of concern have not been detected in water samples collected from the Cove shoreline.”

Environmental / Threats: “Contaminants originating at the Old Rossman Landfill and new Rossman Landfill (located east of I-205) have impacted shallow groundwater beneath the site. Contamination could threaten adjacent Clackamette Cove. Contaminants associated with site use for aggregate operations (and associated settling ponds at north end of site) could include heavy metals and heavy-range petroleum.”

Status of Investigative or Remedial Action: “((11/1/01 DJP/VCP) The Clackamette Cove Area (CCA) occupies 64 acres in Oregon City between an abandoned landfill to the east (Old Rossman Landfill) and the Clackamas River to the west. The Oregon City Shopping Center lies immediately south of the site, and the Tri-Cities Service District's wastewater treatment facility is present to the north. Further east of the site are Interstate 205 and the new Rossman's Landfill. The City of Oregon City entered into a Prospective Purchaser Agreement (PPA) with DEQ prior to purchasing a portion of the Clackamette Cove Area property, in order to establish its liability for historic releases, and for contaminants known to be impacting the site (Clackamette Cove PPA) from off-site sources. The City plans to develop the Clackamette Cove PPA site for recreational, residential, and commercial use. The CCA was used for agricultural production until the mid-1950s, when Pit Rock Products began mining sand and gravel and the production of concrete and asphalt began. As mining continued, first a lake and finally a cove was created when the lake was joined to the Clackamas River in the 1960s. After the cove was opened, sand and gravel were barged to the cove, and quarrying at the site ended. The area immediately east of the site was used as a shallow, unlined landfill from 1960 to 1969. In 1971, the sand and gravel operation was extended from the CCA to this property by Kline Sand & Gravel. The entire operation was purchased by Western Pacific Construction Materials in 1972. A release of gasoline occurred at the north end of this property in the mid-1980s. The property owners declared bankruptcy in late 1986, although Lonestar, Inc. reportedly continued site operations on both properties into the early 1990s. The

property has largely been vacant since. Several environmental investigations have been completed at the CCA and the adjacent property to the east. The City of Oregon City completed an investigation of soil, groundwater, and nearshore sediments along with a detailed documentation of site use in preparation for entrance into the PPA with DEQ. Collectively, these investigations have documented the presence of soil and groundwater contamination that has resulted both from site use and groundwater migration from off-site. Contaminants resulting from site use include moderate levels of diesel/lube oil-range petroleum, arsenic, and lead in soils around the former asphalt batch plants. Moderate levels of heavy oil-range petroleum were also found in some shallow sediment samples collected along the eastern cove shoreline. Contaminants migrating in shallow groundwater from off-site include chlorinated solvents, arsenic, lead, and typical landfill constituents such as iron and manganese. Petroleum hydrocarbons have migrated to the north end of the property from the large gasoline release that occurred at the adjacent property.”

Data Sources: 1) Morrison-Knudsen Phase I, II, and III Environmental Assessment Reports; 2) ERM-Rocky Mountain Property Assessment report; 3) Chen-Northern Limited Phase II Site Assessment Report; 4) AGI Technologies, Inc. July 1998.

6.2.10 Nearby Property Clackamette Cove | ECSI ID: 2301 – Environmental Reports and Documents

A nearby property listed on the DEQ ECSI database located to the west and down-gradient from the Subject Property was:

- **Clackamette Cove | ECSI ID: 2301**
 - 16288 Main St, Oregon City, OR 97045

The environmental report and document related to Clackamette Cove | ECSI ID: 2301 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- Clackamette Cove PPA-1998-12-03.pdf
- Excised portion from ECSI # 5138.pdf

Copies of the environmental report and document related to Clackamette Cove | ECSI ID: 2301 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that the investigative status of this site is “Listed on the Confirmed Release List or Inventory;” and the action underway or needed is “Remedial Action.”

The DEQ ECSI database provided the following information:

General Site Description: “The Clackamette Cove Area (CCA) occupies 64 acres in Oregon City between an abandoned landfill to the east (Old Rossman Landfill) and the Clackamas River to the west. The Oregon City Shopping Center lies immediately south of the site, and the Tri-Cities Service District's wastewater treatment facility is north of the site. Further east of the site are Interstate 205 and the new Rossman's Landfill.”

Site History: “The City of Oregon City signed a Prospective Purchaser Agreement (PPA) with DEQ prior to purchasing a portion of the Clackamette Cove Area property, in order to establish its liability for historic releases, and for contaminants known to be impacting the site (Clackamette Cove PPA) from off-site sources. The City plans to develop the Clackamette Cove PPA site for recreational, residential, and commercial use. The CCA was used for agricultural production until the mid-1950s, when Pit Rock Products began mining sand and gravel and the production of concrete and asphalt began. As mining continued, first a lake and finally a cove was created when the lake was joined to the Clackamas River in the 1960s. After the cove was opened, sand and gravel were barged to the cove, and quarrying at the site ended. The area immediately east of the site was used as a shallow, unlined landfill from 1960 to 1969. In 1971, the sand and gravel operation was extended from the CCA to this property by Kline Sand & Gravel. The entire operation was purchased by Western Pacific Construction Materials in 1972. A known release of gasoline occurred at the north end of this property in the mid-1980s. The property owners declared bankruptcy in late 1986, although Lonestar, Inc. reportedly continued site operations on both properties into the early 1990s. The property has largely been vacant since.”

Contamination Information: “(11/1/01 DJP/VCP) Several environmental investigations have been completed at the CCA and the adjacent property to the east. The City of Oregon City completed an investigation of soil, groundwater, and nearshore sediments along with a detailed documentation of site use in preparation for entrance into the PPA with DEQ. Collectively, these investigations have documented the presence of soil and groundwater contamination that has resulted both from site use and groundwater migration from off-site. Contaminants resulting from site use include moderate levels of diesel/lube oil-range petroleum, arsenic, and lead in soils around the former asphalt batch plants. Moderate levels of heavy oil-range petroleum were also found in some shallow sediment samples collected along the eastern cove shoreline. Contaminants migrating in shallow groundwater from off-site include chlorinated solvents, arsenic, lead, and typical landfill constituents such as iron and manganese. Petroleum hydrocarbons have migrated to the north end of the property from the large gasoline release that occurred at the adjacent property.”

Hazardous Substances / Waste Types: “Gasoline (BTEX, PAHs), heavy metals, asphalt, diesel & lube oil-range TPH, PAHs, chlorinated hydrocarbons.”

Pathways: “The site was originally a marshy floodplain near the confluence of the Willamette and Clackamas Rivers. Sand and gravel mining began in the early 1950s. The excavations created Clackamette Lake (now Clackamette Cove), and overburden was used to fill in the rest of the marsh. The most significant risk associated with the contaminants identified to date would be from exposure to contaminated soils. The City of Oregon City has agreed to conduct additional investigation(s) and perform cleanup or other remedial measures prior to allowing access to the Clackamette Cove PPA site. If cleanup or other measures are prohibitively expensive, the City may choose to control exposure by restricting access to all or portions of the site. There is a local ordinance restricting groundwater use in the site vicinity (including all of the Clackamette Cove Area), because of impacts from the Rossman's Landfill. Use of groundwater at the Clackamette Cove PPA site is also prohibited under the terms of the PPA. Groundwater migrating from the site discharges to the cove or to the Clackamas River. The contaminants of concern have not been detected in water samples

collected from the cove shoreline. If there is reason to believe that conditions have changed, or new contaminants are identified that suggest an unacceptable risk posed by site groundwater, the City has agreed to allow DEQ (or others) access to the Clackamette Cove PPA site for investigative or remedial action.”

Environmental / Threats: “Substances in shallow groundwater above drinking-water levels (heavy metals, benzene, possibly pesticides). Contamination could threaten adjacent Clackamette Lake.”

Status of Investigative or Remedial Action: “(11/1/01 DJP/VCP) Site requires listing on DEQ's Confirmed Release List and Inventory, due to the need for long-term controls to protect human health and the environment. (July 1, 2010, Bob Schwarz) A Prospective Purchaser Agreement (PPA) between DEQ and the Oregon City Urban Renewal Agency for the Clackamette Cove property was executed December 3, 1998. A copy is attached. Because development was postponed, DEQ has had very little involvement with the site since that time. We have been informed, however, that development may take place in the near future. The PPA identified certain requirements and conditions, the status of which are summarized below.

Soils. The PPA required remedial or removal actions, as approved by DEQ and consistent with the City's use for the Property, for the arsenic contaminated soils located in area 5 on the Property. DEQ determined that arsenic in soil has been adequately addressed.

Sediments. An investigation of sediments in the adjacent waters of the Cove was assessed by Ash Creek Associates. The results of the study did not identify any contaminants that would restrict recreational use of the Clackamette Cove water body.

Groundwater. As stated in the PPA, the City is not responsible for investigation or remediation of groundwater at the Property. To be sure that groundwater does not pose a threat, the City adopted Ordinance No. 94-1022, prohibiting well drilling in the Cove area without first consulting with DEQ.

During design and construction of buildings and related structures, DEQ will require documentation ensuring that safeguards are included to mitigate possible remaining contamination.

Based on investigations at nearby parcels, DEQ is particularly interested in the possible presence of volatile organic compounds and landfill gases that may originate in the nearby Old Rossman's Landfill and other nearby waste disposal sites."

Data Sources: 1) Morrison-Knudsen Phase I, II, and III Environmental Assessment Reports; 2) ERM-Rocky Mountain Property Assessment report; 3) Chen-Northern Limited Phase II Site Assessment report. 4) AGI Technologies, Inc., July 1998. SEE ALSO Old Rossman's Landfill ECSI #1238.

6.2.11 Nearby Property Al's Machine (Former) | ECSI ID: 2900 – Environmental Document

A nearby property listed on the DEQ ECSI database located to the southwest and cross-gradient from the Subject Property was:

- **Al's Machine (Former) | ECSI ID: 2900**
 - 1608 Washington St, Oregon City, OR 97045

The environmental document related to Al's Machine (Former) | ECSI ID: 2900 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- NFA No.2900.pdf

A copy of the environmental document (a "No Further Action" letter, dated November 2, 2000) related to Al's Machine (Former) | ECSI ID: 2900 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that the investigative status of this site is "No Further Action Needed;" and the action underway or needed is "No Further State Action Required."

The DEQ ECSI database provided the following information:

Contamination Information: "(9/8/00) Total lead in groundwater grab sample 0.021 to 0.119 ppm. Dissolved lead below detection limit. Total lead and TCLP lead in soil below detection limit."

Hazardous Substances / Waste Types: “Lead”

Status of Investigative or Remedial Action: “(11/2/00) Joined DEQ's Independent Cleanup Pathway (ICP) Program in September 2000. Based upon available information for the property, DEQ determined residual contaminants are not present at actionable concentrations. No Further Action (NFA) determination issued November 2, 2000.”

6.2.12 Nearby Property Jeff Lohr Residence | ECSI ID: 129 – Environmental Document

A nearby property listed on the DEQ ECSI database located to the southwest and cross-gradient from the Subject Property was:

- **Jeff Lohr Residence | ECSI ID: 129**
 - 1206 Washington St, Oregon City, OR 97045

The environmental document related to Jeff Lohr Residence | ECSI ID: 129 (refer, Figure 5) retrieved from the DEQ ECSI database included:

- #129 - No Further Action Determination (August 6, 2001).pdf

A copy of the environmental document related to Jeff Lohr Residence | ECSI ID: 129 (refer, Figure 5) retrieved from the DEQ ECSI database is presented in Appendix F.

The DEQ ECSI database indicated that the investigative status of this site is “No Further Action Needed;” and the action underway or needed is “No Further State Action Required.”

The DEQ ECSI database provided the following information:

General Site Description: “This is a private residence located near the east corner of 12th and Washington Streets in Oregon City. Washington St. slopes strongly downward to the northeast. 12th St. slopes strongly downward to the southwest. The area is primarily residential, with a few commercial businesses. Barclay Elementary School lies 2 blocks to the southeast. Oregon City Hospital lies 2 blocks to the southwest.”

Contamination Information: “Jeff Lohr stored drums containing PCB-contaminated oil on his property. He evidently worked for Portland General Electric Company, and obtained the oil at work. The drums were marked '2,4,5-T', and

contained oil with up to 94 ppm PCBs; they leaked oil onto the ground; Portland General Electric Company removed PCB-contaminated soils near the house in July 1987. Pre-cleanup samples were collected at 6 to 12 inches depth; Depth of post-cleanup samples is unclear; cleanup confirmation samples collected in July 1987 indicate that remaining subsurface soils contained PCBs at concentrations above human health concerns - up to 5.4 ppm PCBs. There is no indication that any additional soils were removed. Oil was also reportedly used for dust suppression in an alley that was subsequently paved and/or oiled; there is no record to indicate that soils along the alley were sampled or otherwise evaluated. DEQ conducted follow-up sampling 5/2/01. Testing results from the property, alley, and adjacent property showed PCB levels below DEQ's residential cleanup standard of 1.2 ppm total PCBs."

Manner and Time of Release: "Leaking drums; also, oil reportedly used for dust suppression in alley. Time of release: 7/15/87."

Hazardous Substances / Waste Types: "PCBs, oil."

Status of Investigative or Remedial Action: "PGE removed some PCB-contaminated soils at the site in July 1987, although confirmation samples collected after the removal indicate that remaining subsurface PCB concentrations may pose threats to residents (no indication of subsequent removals). (6/21/01 BAG/SRP) Based on the results of a DEQ investigation on the property, no further action (NFA) is proposed for the site. A public notice will be published in July 2001. If no comments are received, DEQ will issue a NFA decision and remove the property from the Confirmed Release List (CRL). (6/24/02 BAG/SRP) NFA is complete; site has been removed from the CRL."

Data Sources: Spill File lab results NWR spill report, correspondence from PGE. ECSI File.

7.0 HISTORICAL USE INFORMATION

Reasonably ascertainable historical documents were reviewed for the Subject Property.

7.1 Subject Property – Summary Historical Uses

The Subject Property was currently observed to be occupied and operated as a commercial landscape supply distribution company identified as “Clackamas Landscape Supply, Inc”. The Subject Property appeared to be occupied by one (1) mobile trailer type building structure used as an office and dispatch area; one (1) display type shed structure; one (1) small vehicle and equipment maintenance supply shed used to store maintenance petroleum products, and one (1) semi-trailer used for general storage and as a general maintenance work shop. None of these structures were built on permanent foundations.

A general summary of historical uses of the Subject Property is presented below. Note that the summary was developed from assessment of potentially partial and/or unclear information from historical topographic maps and/or historical aerial photographs.

DATES	USE	SOURCES
From before 1890 until before 1914	Vacant open fields or potentially agricultural fields.	Historical Topographic Maps
From 1914 until 1936	Mostly agricultural fields and a building structure on the northeastern end of the Subject Property.	Historical Topographic Maps Historical Aerial Photographs
From 1936 until 1948	Some agricultural and mostly open fields, and a building structure on the central eastern side of the Subject Property.	Historical Topographic Maps Historical Aerial Photographs
From 1948 until 1952	Mostly open fields, a building structure on the southern of the Subject Property, and some storage of materials on the central portion of the Subject Property.	Historical Topographic Maps Historical Aerial Photographs

From 1952 until 1955	Mostly open fields, a building structure on the southern of the Subject Property, and some storage of materials on the central portion of the Subject Property.	Historical Topographic Maps Historical Aerial Photographs
From 1955 until 1960	Mostly open fields, a building structure on the southern portion of the Subject Property, and more intensive usage and storage of materials on the central and southwestern portions of the Subject Property.	Historical Topographic Maps Historical Aerial Photographs
From 1960 until 1970	A large L-shaped building structure on the southern portion of the Subject Property, and intensive usage of the property as a lumber mill.	Historical Topographic Maps Historical Aerial Photographs
From 1970 until 1975	A large L-shaped building structure on the southern portion of the Subject Property, and intensive usage of the property as a lumber mill.	Historical Topographic Maps Historical Aerial Photographs
From 1975 until 1981	A large L-shaped building structure on the southern portion of the Subject Property, and intensive usage of the property as a lumber mill.	Historical Topographic Maps Historical Aerial Photographs
From 1981 until 1994	The large L-shaped building structure on the southern portion of the Subject Property appear to have been razed, the property appeared to be in the process of being cleared, and the Former Lumber Mill no longer appeared to be present.	Historical Topographic Maps Historical Aerial Photographs

From 1994 until 2000	The Subject Property appeared to have been cleared and grubbed, some portions of the cleared areas appeared to be used for the storage of materials, and the Former Lumber Mill no longer appeared to be present.	Historical Topographic Maps Historical Aerial Photographs
From 2000 until 2006	The Subject Property appeared to have been cleared and grubbed, and the majority of the property appeared to be occupied and operated as the current commercial landscape supply distribution company.	Historical Topographic Maps Historical Aerial Photographs
From 2006 until 2020	The Subject Property appeared to be occupied and operated as the current commercial landscape supply distribution company.	Historical Topographic Maps Historical Aerial Photographs

The boundaries of the Subject Property, neighboring properties, and select property details are presented on Figure 2. The locations and descriptions of the Subject Property and site features are presented on Figures 5 and 6.

The EDR historical topographic maps report and the EDR Decade Aerial Photo Package are presented in Appendix H and Appendix I, respectively.

7.2 Historical Topographic Maps – Subject Property and Adjoining Properties

EW reviewed historical topographic maps obtained from EDR of the Subject Property and surrounding area. Eleven (11) historical USGS topographic maps (dated 1914, 1939, 1941, 1954, 1961, 1970, 1975 [partial], 1984 - 1985, 2014, 2017, and 2020) were included in the EDR report for the Subject Property.

LOCATION	DESCRIPTION
Subject Property	The Subject Property appeared to be located within a generally rural and later more industrial area just northeast of the Oregon City downtown area from before 1914 through the present. No building structures were depicted in the 1914, 1939, or 1941 topographic maps. One building structure appeared to be depicted in the 1954 and 1961 topographic maps. The large L-shaped building structure and another building structure appeared to be depicted on the 1970 and 1984-1985 topographic maps. And, no building structure were depicted in the 2014, 2017, and 2020 topographic maps. A small intermittent stream appeared to cross the northern mid-section of the Subject property from before 1914 until before 1954.
Northwest of Subject Property	The area to the northwest of the Subject Property appeared to be located within a generally rural and later more industrial area just northeast of the Oregon City downtown area from before 1914 through the present. Two parallel railroad tracks appeared to be depicted in the 1914, 1939, 1941, 1954, 1961, and 1970 topographic maps. Of these two railroad tracks, the western railroad track was identified as "Portland Traction" and the eastern railroad track was identified as "Southern Pacific." The "Portland Traction" railroad tracks appeared to have been removed prior to 1984-1985, and the "Southern Pacific" or AMTRAC railroad track is present and currently in use. In addition, the excavation of Clackamette Cove appeared to be had begun between 1954 and 1961, and likely completed prior to 1970.
North of Subject Property	The area to the north of the Subject Property appeared to be located within a generally rural and later more industrial area just northeast of the Oregon City downtown area from before 1914 through the present. The "Southern Pacific" railroad track appeared to be present from before 1914 to the present.

Northeast and East	The area to the northeast and east of the Subject Property appeared to be located within a generally rural and later more industrial area just northeast of the Oregon City downtown area from before 1914 through the present. Two (2) small ponds and a small intermittent stream appeared to be present from before 1914 until before 1939, then only one (1) small pond and a small intermittent stream appeared to be present from before 1939 until before 1954, then only one (1) small pond appeared to be present from before 1954 until before 1984-1985 when the pond area appeared to be a wetland. The pond and wetland area appeared to no longer be present from before 2014 to the present.
Southeast and South	The areas to the southeast and south of the Subject Property appeared to be located within a generally rural and later more industrial area just northeast of the Oregon City downtown area from before 1914 through the present. Some residential type building structures appeared to be present from before 1914 until before 1939 when a sports venue appeared to have been built ("Kelley Field"). The sports venue appeared to be present from before 1939 until before 2014.
Southwest	The area to the southwest of the Subject Property appeared to be located within a generally rural and later more industrial area just northeast of the Oregon City downtown area from before 1914 through the present. Some residential type building structures appeared to be present from before 1914 until the present, and some commercial type building structures appeared to be present from before 1954 to the present.

Features related to potential environmental concerns (e.g. pits, landfills, quarries, oil-fields, etc.) were not specifically observed on the historical topographic maps. The EDR historical topographic maps report is included in Appendix H. However, note that other information within this report did indicate the likely historic presence of landfills, quarries, a gasoline station, wetlands, and other features of potential environmental concern were located within the near vicinity of the Subject Property.

In addition, note that properties within the City of Portland and Oregon City areas have historically used and continue to use underground HOT(s) for heating purposes. Building structures (including residences, commercial building structures, industrial building structures, and other structures) may have or historically had underground heating oil tanks.

7.3 Historical Aerial Photographs – Subject Property and Adjoining Properties

EW reviewed historical aerial photographs obtained from EDR of the Subject Property and surrounding area. Fifteen (15) historical aerial photographs, dated 1936, 1948, 1952, 1955, 1960, 1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016, and 2020 were included in the EDR Decade Aerial Photo Package for the Subject Property. Note that assessment of the aerial photos may not be accurate due to the quality and/or coverage of the images reviewed.

LOCATION	DESCRIPTION
Subject Property	Mostly agricultural fields and a building structure at the northeastern end of the Subject Property (1936). Mostly agricultural and open fields (1948). Mostly open fields, a building structure on the southern of the Subject Property, and some storage of materials on the central portion of the Subject Property (1952, 1955). More intensive usage and storage of materials on the central and southwestern portions of the Subject Property (1960). A large L-shaped building structure on the southern portion of the Subject Property, and intensive usage of the property as a lumber mill (1970, 1975, 1981). The large L-shaped building structure on the southern portion of the Subject Property appear to have been razed, the property appeared to be in the process of being cleared, and the Former Lumber Mill no longer appeared to be present (1994). The Subject Property appeared to have been cleared and grubbed, some portions of the cleared areas appeared to be used for the storage of materials, and the Former Lumber Mill no longer appeared to be present (2000). The Subject Property appeared to be

	occupied and operated as the current commercial landscape supply distribution company (2006, 2009, 2012, 2016, 2020).
Northwest of Subject Property	The area to the northwest of the Subject Property appeared to be mostly agricultural fields with two (2) generally parallel railroad tracks aligned north-northeast and south-southwest.(1936, 1948, 1952, 1955). The excavation of Clackamette Cove appeared to had begun (1960). The excavation of Clackamette Cove appeared to had been completed, Highway 205 appeared to have begun construction (1970), and industrial and/or commercial buildings appeared to have been developed (1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016). Multi-family residential units appeared to have been developed (2020).
North of Subject Property	The area to the north of the Subject Property appeared to be mostly agricultural fields with a railroad track aligned north-northeast and south-southwest some residences (1936, 1948, 1952, 1955, 1960). Highway 205 appeared to have begun construction (1970), and industrial and/or commercial development with stacked logs appeared to have begun (1970, 1975, 1981). The Metro South Transfer Station appeared to have been constructed (1994). Large stacks of logs appear to have been removed (1994). The area to the north appeared to be generally industrial and/or commercial (2000, 2006, 2009, 2012, 2016, 2020)
Northeast and East	The area to the northeast and east of the Subject Property appeared to be mostly agricultural fields with two (2) small ponds (1936, 1948, 1952, 1955, 1960). The area appeared to have been developed for some commercial, industrial, and/or landfill use (1970, 1975, 1981) The landfill appeared to have been covered (1994). The area appeared to have been re-developed for mostly commercial (including a golf center) and/or industrial uses (2000, 2006, 2009, 2012, 2016, 2020).

Southeast and South	The area to the southeast and south of the Subject Property appeared to include a large sports venue (“Kelley Field”), agricultural fields, commercial and/or industrial building structures, and residences (1936, 1948, 1952, 1955, 1960). More commercial and/or industrial buildings appeared to have been developments (1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016, 2020). The End of the Oregon Trail Interpretive Center appeared to have been developed on the site of “Kelley Field” (2000).
Southwest	The area to the southwest of the Subject Property appeared to include agricultural fields, commercial and/or industrial building structures, and residences (1936, 1948, 1952, 1955, 1960). More commercial and/or industrial buildings appeared to have been developments and residential buildings appeared to have been razed (1970, 1975, 1981, 1994, 2000, 2006, 2009, 2012, 2016, 2020).

Building structures (including residences, commercial building structures, industrial building structures, and other structures) may have or historically had underground heating oil tanks. The EDR Decade Aerial Photo Package is included in Appendix I.

An aerial photo view of the Subject property and neighboring properties from PortlandMaps are presented on Figure 2 and Figure 4.

7.4 Historical City Directories – Subject Property and Adjoining Properties

EW contracted EDR to provide a collection of EDR listings from select historical city directories for the Subject Property and nearby properties. EDR searched available directories from sources such as Haines, InfoUSA, Polk, Cole, Bresser, and Stewart.

SUBJECT PROPERTY

LOCATION	DESCRIPTIONS
Subject Property	<u>1799 Washington St</u> – No EDR listings were identified for this Subject Property address. <u>1795 Washington St (also historically included the southwest adjoining properties identified as 1757 Washington St and 1743 Washington St [see below])</u> – Publishers Paper (Log Stge) (1974), Publishers Paper (Saw Mill) (1979), Publishers Paper (Saw Mill) (1984), R S G Forest Products Inc saw mill (1987), Stimson Lumber Co (1992), Oregon Chamber of Commerce (1995), Clackamas Sand & Gravel (2000), Clackamas Landscape (2014), Clackamas Landscape Supply (2014), Clackamas Landscape Supply (2017), Clackamas Landscape Supply Inc (2020).

NEIGHBORING PROPERTIES

RELATIVE LOCATION	PARCEL ADDRESS	DESCRIPTIONS
Southwest	1757 Washington St	AMTRAK STATIONORC (2014), AMTRAK-ORC (2020), Coasters Crossing (2020).
Southwest	1743 Washington St	No EDR listings were identified for this address.
Southwest	1729 Washington St Also 1715, 1721, 1723, 1725, 1737 Washington St	<u>1729 Washington St</u> – Warren's Body Shop (1974, 1979), Landeen Wldg Sup (Whse) (1984, 1987), TG Pallet (2005), T G Pallet Repair (2010, 2020). <u>Also 1715 Washington St</u> – Buds Radiator Repair (1974, 1979, 1984), Buds Radiator

		Repair repr (1987), Buds Radiator rpar (1992), Buds Radiator Repair (1995, 2000), Hopps Upholstery (2014, 2017, 2020), Jay Hopp (2020). <u>Also 1721 Washington St</u> – Economy Top Shop (1974), Short (1979), Smitty's Upholstery (1984, 1987, 1992), American Medical Resp (2010), C & A Inprints (2017), Del Sol Racks (2020). <u>Also 1723 Washington St</u> – Vacant (1974), Lane Orin D (1979), Gurkin Horace E II (1984, 1987), Aaberg, Ron (2000), Wilson, Michael R (2005), Kellies Dog House (2010, 2014, 2017), Totally Unique Beauty Boutique (2020). <u>Also 1725 Washington St</u> – Harry's Auto Shop (1964), Bob & Don's Body and Paint Shop (1974), Chuck's Transmission repr (1979), J & S Body Shop auto reprs (1984), Gorski Auto auto rprs (1987), Window Tinting Too (1992), State of the Art Body & Paint (1995, 2000, 2005, 2010, 2014, 2017, 2020), 24 Hour Oregon City Locksmith (2014, 2017). <u>Also 1737 Washington St</u> – Century Marine marine sups (1974), Landeen Medical Gases & Equipment (1974, 1984, 1987), Landeen Wlding Supplies Inc (1974), Landeen Welding Supplies Inc (1984, 1987), All Gas Products (1992, 2000), Landeen Med Gas (1992), Landeen Welding SP (1992), Landeen
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		Welding Supplies Inc (1995), Air Liquide Oregon City Store (2000), Landeen Welding Supplies Incorporated (2000), Air Liquide America Corp / Landeen (2005), Maverick Welding Supplies Inc (2005, 2014), Western Cylinder Supply (2005), Air Liquide America Corp LNDN (2010), Air Liquide (2014, 2017).
South	1726 Washington St Also 1756 Washington St	<u>1726 Washington St</u> – Kelly Athletic Field playgrounds (1974, 1979), Kelly Athletic Field (playgrounds) (1984, 1987), Oregon Trail Foundation Incorporated The (2000), Oregon Trail Interpretive Center (2000), Oregon Trail Pageant (2000), End of the Oregon Trail (2005), Oregon Trail Interpretive Center (2005), Clackamas Heritage Partners (2014, 2017, 2020), The Oregon Trail Foundation Inc (2017), End of the Oregon Foundation Inc Historic (2020), Oregon Trail Foundation Inc (2020). <u>1756 Washington St</u> – No EDR directories listings were provided for this address.
Southeast	1780 Washington St	Kay's Phillips (1974), Lackner Kay & Sons (1979), Stein Oil Chevron Station (1984, 1987), United Bus (West Linn Div) (1984), No Return (1987), Auto Technics Repr (1992, 1995), Stein Oil Co Inc (1992), Stein Oil Co (1995), Automotive Repair Central (2000), Stein Oil Company Incorporated Stein Service Stations (2000), Artic Beverage Gases (2005), Stein Oil (2005), Stark Street

		Lawn & Garden (2010), Stark Street Lawn & Garden Inc (2010), Stark Street Lawn & Garden Oregon (2014, 2017), Stark Street Lawn & Garden (2020).
Southeast	1810 Washington St	Sandpiper Restaurant (1974), Terry's Burgers & Fish (1979), Terry's Burgers & Fish restr (1984, 1987), Terrys Burger&Fish (1992), Terrys Burger & Fish (1995), Chamber of Commerce (2000), Oregon City Chamber of Commerce (2005), Oregonian (2010), OBEC Consulting Engineers OBEC Office (2014).
East	1105 Abernathy Rd (aka 1101 17th St) Also 1107 Abernathy Rd	<u>1105 Abernathy Rd</u> – Canby Sand & Gravel Co (2005), Molalla Quarries (2005), Parker Northwest Paving (2005), Canby Sand & Gravel Co (2010), ParkerNorthwest Paving Co (2010). <u>Also: 1107 Abernathy Rd</u> – Trails End Golf Center (2005, 2010, 2014, 2017), Austin Landis Golf LLC (2020), Birdie Finish Golf (2020), BirdieFinish Inc (2020), Trails End Golf CTR (2020). <u>1101 17th St</u> – Rossman's Landfill Inc garbage collectors (1974, 1979), Rossman's Landfill Inc (1984), Parker Development trash receptacles (1987).
East-Northeast	2002 Washington St	3 Catz Espresso Café (2005), Home Depot (2010), The Home Depot (2014), Hampton Locksmith (2017), Home Services at the Home Depot (2017), Penske Truck Rental

		(2017), The Home Depot (2017), Home Depot (2020), Home Services at Home Depot (2020), Penske Truck Rental (2020).
Northeast	2001 Washington St	Jack Gray Transport (1992), Jack Gray Trnsprt (1992), Metro So Stn (1992), Metro South Statn (1992), Metro South Station (1995), Waste Management Inc (1995), Browning Ferris Industries (2000), Gray Jack Transport (2000), Metro South Station (2000), Metro South Transfer Station (2000), Specialty Transport Services Incorporated (2000), BFI Waste Systems of N America (2005), BrowningFerris Inds ORE (2005), Metro South Transfer Station (2005), Metro Transfer StationSouth (2010), Browningferris Industries (2014, 2017), Metro South Transfer Station (2017), Metro South Transfer Station (2020), Recology (2020), Republic Services (2020).
North-Northwest	16300 Agnes Ave	No EDR directories listings were provided for this address.
North-Northwest	16320 Agnes Ave	No EDR directories listings were provided for this address.
West	1913 Main St	No EDR directories listings were provided for this address.

Select directories listings for select addresses (noted above) did indicate the historic presence of a landfill, a municipal transfer station, a gravel quarry, a gasoline station, auto repair facilities and shops, an upholstery shop, residential and commercial buildings likely associated with HOTs and/or underground storage tanks (USTs), and other types of

businesses with potential environmental concerns. The EDR-City Directory Image Report is presented in Appendix J.

7.5 Historical Sanborn Fire Insurance Maps – Subject Property and Adjoining Properties

Sanborn Fire Insurance maps were developed in the late 1800s and early 1900s for use as an assessment tool for fire insurance rates in urbanized areas. EW contracted EDR to provide Historical Sanborn Fire Insurance Maps of the Subject Property and adjoining properties.

EDR indicated that the Sanborn Library were searched and no historical Sanborn Fire Insurance Maps were found for the Subject Property and adjoining properties. The EDR Certified Sanborn Map Report is included in Appendix K.

7.6 Building Permit Report – Subject Property and Adjoining Properties

EW contracted EDR to provide EDR listings of Building Permit Reports for building department records related to indications for environmental conditions. The building permit records can be used to identify current and/or former operations and structures/features of potential environmental concern. The data can provide information on the Subject Property and adjoining properties such as the presence of underground storage tanks, above-ground storage tanks, pump islands, sumps, drywells, etc., as well as information regarding water, sewer, natural gas, electrical connection dates, and current/former septic tanks.

LOCATION	DESCRIPTION
Subject Property	<u>1799 Washington St</u> – Several building permits related to a noise and light alarm, electric circuits and feeders, a new manufactured building structure, and “service at old stud mill” were identified. None of these building permits appeared to be related to potential environmental concerns.
Southwest	No building permits were identified.
South	No building permits were identified.

Southeast	<u>1780 Washington St</u> – Several building permits related to a water service, electrical inspection, sanitary line, building canopy, island card readers, modular trailer office, electric change tanks, electrical protective signaling, BP Station circuits, fuel dispenser installs, gas dispenser and card reader plan reviews, BP sign, and historic conversions were identified. Select building permits appeared to be related to the operation of gasoline station and may be a potential environmental concern. <u>1810 Washington St</u> – Several building permits related to a plumbing backflow device, electrical illumination, service to temporary job trailers, demo of vacant building, and electrical service and circuits were identified. None of these building permits appeared to be related to potential environmental concerns.
East	No building permits were identified in the EDR Building Permits Report.
Northeast	No building permits were identified in the EDR Building Permits Report.
North	No building permits were identified in the EDR Building Permits Report.
Northwest	No building permits were identified in the EDR Building Permits Report.
West	No building permits were identified in the EDR Building Permits Report.

The EDR Building Permit Report is presented in Appendix L.

7.7 Property Tax Map Report – Subject Property and Adjoining Properties

EW contracted EDR to provide EDR listings of Property Tax Map Reports for available tax maps, which include information on boundaries for the Subject Property and adjoining properties, addresses, and parcel identification numbers. The EDR Property Tax Map Report indicated that there was no coverage for Property Tax Map Reports. The EDR Property Tax Map Report is presented in Appendix M.

However, a search of the City of Oregon City - TaxMap Finder online application (<https://www.orcity.org/403/Taxmap-Finder>) provided a copy of a Tax Map for the Subject Property and Neighboring properties. A copy of the City of Oregon City tax map is presented in Appendix M.

Note that additional information regarding property boundaries, addresses, and parcel identification numbers can also be found in the Clackamas County parcel property information database (<https://cmap.clackamas.us/maps>) and the PortlandMaps parcel property information database (<https://www.portlandmaps.com>).

8.0 RECORDS REVIEW

8.1 Federal / State / Tribal / Local Environmental Databases Review

EW contracted EDR to conduct a search of federal, state, tribal, and local environmental records databases within the AMSD from the Subject Property to identified sites of interest or concern, as specified in ASTM Standard E 1527-13 and E1527-21, that indicated known and/or suspected environmental issues.

All the EDR listed sites in the environmental regulatory records databases within the AMSD presented in the EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck® were reviewed. The EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck® are presented in Appendix N.

The details of the EDR listed sites that appeared to be potential RECs for the Subject Property were further reviewed and assessed to determine whether the EDR listed site was a REC for the Subject Property using the following criteria:

- 1) If the EDR listed site only held an operating permit (which does not imply a release);
- 2) If the EDR listed site had completed cleanup activities and had been granted a “No Further Action” designation by the appropriate regulatory agency;
- 3) The historic uses of the EDR listed site; and
- 4) The location of the EDR listed site relative to the Subject Property in regards to distance, topography, and/or groundwater flow direction.

Summary details of select EDR listed sites identified as potential RECs and/or RECs for the Subject Property located within a 0.4-mile radius of the Subject Property are presented below.

Note that select EDR listed sites were identified on the OR ECSI database. These OR ECSI sites identified within a 0.5-mile radius of the Subject Property included:

- Stimson Mill (Former) | ECSI ID: 1965
- Stimson Lumber – Parcel 1 (Former) | ECSI ID: 2288
- Rossman’s Landfill | ECSI ID: 674
- Landeen Welding | ECSI ID: 3108
- Bud’s Radiator Shop | ECSI ID: 1968
- Unpermitted Rossman Landfill | ECSI ID: 1238
- Old Rossman Landfill – South | ECSI ID: 3126
- Parker Pond / The Apartments | ECSI: 5138
- Clackamette Cove | ECSI ID: 2301
- Clackamette Cove Area | ECSI ID: 3187
- Al’s Machine (Former) | ECSI ID: 2900
- Jeff Lohr Residence | ECSI ID: 129

These OR ECSI sites were previously presented and discussed in detail in Section 6 of this report.

8.1.1 Subject Property – EDR Listed Sites

The details of the Subject Property used during the review of the EDR listed sites and the environmental regulatory records databases are presented below.

Subject Property – Historical Names:

- Stimson Mill (Former)
- Stimson Mill Company
- Stimson Lumber Company
- Stimson Mill Former

Subject Property – Addresses (Current and Historical):

- 1799 Washington St, Oregon City, OR 97045
- 1795 Washington St, Oregon City, OR 97045

The identified EDR listed sites of interest or concern located at the Subject Property during the review of the EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck® are presented below.

Database: OR RGA HWS
Site Name: STIMSON MILL (FORMER) (EDR ID: A1 and A2); and STIMSON MILL - FORMER (EDR ID: A4)
Address: 1795 Washington St, Oregon City, OR 97045
Distance: NA - Subject Property
Direction: NA - Subject Property
Comments: The STIMSON MILL (FORMER) (EDR ID: A1 and A2) site (Subject Property) and the STIMSON MILL - FORMER (EDR ID: A4) site (Subject Property) were identified on the Oregon Recovered Government Archive State Hazardous Waste Facilities (OR RGA HWS) database as a Hazardous Waste Facility from 1997 through 2012. Based on the research information, the location as the subject property, and the historical site uses; the STIMSON MILL (FORMER) (EDR ID: A1 and A2) site (Subject Property) and the STIMSON MILL - FORMER (EDR ID: A4) site (Subject Property) represents a potential REC for the Subject Property.

Database(s): OR ECSI, OR VCS, RCRA NonGen / NLR, FINDS, ECHO, OR NPDES
Site Name: STIMSON LUMBER COMPANY (EDR ID: A3)
Address: 1795 Washington St, Oregon City, OR 97045
Distance: NA - Subject Property
Direction: NA - Subject Property
Comments: The STIMSON LUMBER COMPANY (EDR ID: A3) site (Subject Property) was identified on the Oregon Environmental Cleanup Site Information (ECSI) System database with an Oregon ECSI identification (ID) number of 1965; on the Oregon (OR) Voluntary Cleanup Program Sites (VCS) database with an identification of ORD987171907; on the Resource Conservation Recovery Act (RCRA) Non Generator / No Longer Regulated database; on the United States (US) Facility Index

System/Facility Registry System (FINDS) database; US Enforcement & Compliance History Information (ECHO) database; and the OR Wastewater Permit Database (OR NPDES).

Review of the ECSI database general site information (<https://www.deq.state.or.us/Webdocs/Forms/Output/>) indicated that the STIMSON LUMBER COMPANY | (EDR ID: A3) site aka STIMSON MILL (FORMER) | ECSI ID: 1965 (Subject Property) has an investigative status of “No Further Action needed” and Action Underway or Needed designation of “No Further State Action Required.” Additional details presented in the ECSI database of the STIMSON LUMBER COMPANY | (EDR ID: A3) site (Subject Property) were presented in Section 6.0 of this report.

A copy of the DEQ “No Further Action” letter (2000-07-06 DEQ No Further Action ltr.pdf), dated July 6, 2000 is presented in Appendix C.

- Based on the research information, the location as the subject property, the historical site uses, and the investigative status of “No Further Action needed” and Action Underway or Needed designation of “No Further State Action Required;” the STIMSON LUMBER COMPANY | (EDR ID: A3) site (Subject Property) represents a potential REC for the Subject Property.

The EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck® are presented in Appendix N.

8.1.2 Select Adjoining and Nearby Properties – EDR Listed Sites

Select identified EDR listed sites of interest or concern located adjoining or nearby (within 0.4-mile) the Subject Property during the review of the EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck® are presented below.

Database: ECSI, CRL, ENG CONTROLS, INST CONTROL, VCS
Site Name: STIMSON LUMBER – PARCEL 1 (FORMER) (EDR ID: 5)
Address: 1757 Washington St, Oregon City, OR 97045
Distance: 27-ft or 0.005-mile (Adjoining Property)
Direction: Southwest (cross-gradient from Subject Property.)

Comments:

The STIMSON LUMBER – PARCEL 1 (FORMER) | (EDR ID: 5) site (southwest adjoining property) was identified on the ECSI system database with a ECSI ID number of 2288; on the OR Confirmed Release List and Inventory (CRL); on the OR Engineering Controls Recorded at ECSI Sites (ENG CONTROLS) database; on the OR Institutional Controls Recorded at ECSI Sites (INST CONTROL) database; and on the OR VCS database.

Review of the ECSI database general site information (<https://www.deq.state.or.us/Webdocs/Forms/Output/>) indicated that the STIMSON LUMBER – PARCEL 1 (FORMER) | (EDR ID: 5) site (southwest adjoining property) has an investigative status of “Listed on the Confirmed Release List or Inventory” and Action Underway or Needed designation of “No Further Action (Conditional).” Additional details presented in the ECSI database of the STIMSON LUMBER – PARCEL 1 (FORMER) | (EDR ID: 5) site (southwest adjoining property) were presented in Section 6.0 of this report.

A copy of the DEQ “Conditional No Further Action Determination” letter (Conditional No Further Action Determination (February 28, 2012).pdf), dated February 28, 2012 is presented in Appendix F (*Folder/ Stimson Parcel 1_ECSI-2288*).

- Based on the research information, the proximity of this EDR listed site, the cross-gradient location relative to the Subject Property, the investigative status of “Listed on the Confirmed Release List or Inventory” and Action Underway or Needed designation of “No Further Action (Conditional),” and the presence of engineering and institutional controls; the STIMSON LUMBER – PARCEL 1 (FORMER) | (EDR ID: 5) site (southwest adjoining property) represents a REC for the Subject Property.

Database: ECSI, AST, VCS, HAZMAT, HSIS, OR UIC

Site Name: MAVERICK WELDING SUPPLIES INC (EDR ID: B6)
Address: 1737 Washington St, Oregon City, OR 97045
Distance: 235-ft or 0.045-mile (Nearby Property)
Direction: South-Southwest (cross-gradient from Subject Property.)
Comments: The MAVERICK WELDING SUPPLIES INC (EDR ID: B6) site (southwest nearby property) was identified on the ECSI system database with a ECSI ID number of 3108; on the OR Aboveground Storage Tanks (AST) database; on the OR VCS database; on the OR Hazmat/Incidents (HAZMAT); on the OR Hazardous Substance Information Survey (HSIS) database; and on the OR Underground Injection Control Program Database (UIC). Note that the ECSI database identified the MAVERICK WELDING SUPPLIES INC (EDR ID: B6) site (southwest nearby property) as “Landeem Welding (ECSI Site ID: 3108).” Review of the ECSI database general site information (https://www.deq.state.or.us/Webdocs/Forms/Output/) indicated that the MAVERICK WELDING SUPPLIES INC (EDR ID: B6) site (southwest nearby property) has an investigative status of “No Further Action needed” and Action Underway or Needed designation of “No Further State Action Required.” Additional details presented in the ECSI database of the MAVERICK WELDING SUPPLIES INC (EDR ID: B6) site (southwest nearby property) were presented in Section 6.0 of this report. Based on the research information, the proximity of this EDR listed site, the cross-gradient location relative to the Subject Property, the investigative status of “No Further Action needed” and Action Underway or Needed designation of “No Further State Action Required;” the MAVERICK WELDING SUPPLIES INC (EDR ID: B6) site (southwest nearby property) represents a potential REC for the Subject Property.

Database: MINES MRDS

Site Name: WILLAMETTE HI-GRADE CONCRETE CO (EDR ID: C7) WILLAMETTE HI-GRADE CONCRETE CO (EDR ID: C8) FRANCIS WELSH SILICA MINE (EDR ID: C13) FRANCIS WELSH SILICA MINE (EDR ID: C14)
Address: No Addresses Provided However, likely located at 1105 Abernathy Rd, Oregon City, OR 97045
Distance: EDR ID: C7 => 242-ft or 0.046-mile (Nearby Property) EDR ID: C8 => 255-ft or 0.048-mile (Nearby Property) EDR ID: C13 => 428-ft or 0.081-mile (Nearby Property) EDR ID: C14 => 438-ft or 0.081-mile (Nearby Property)
Direction: EDR ID: C7 => Southeast (up-gradient from Subject Property.) EDR ID: C8 => Southeast (up-gradient from Subject Property.) EDR ID: C13 => South-Southeast (up-gradient from Subject Property.) EDR ID: C14 => South-Southeast (up-gradient from Subject Property.)
Comments: The WILLAMETTE HI-GRADE CONCRETE CO (EDR ID: C7), WILLAMETTE HI-GRADE CONCRETE CO (EDR ID: C8), FRANCIS WELSH SILICA MINE (EDR ID: C13), and the FRANCIS WELSH SILICA MINE (EDR ID: C14) sites (likely southeast and south-southeast adjoining property) were identified on the US Mineral Resources Data System (MINES MRDS) database with MRDS ID numbers of OR01707 and OR05131. Based on the research information, the proximity of these EDR listed sites, the up-gradient locations relative to the Subject Property, and the potential environmental concerns related to mining operations; the WILLAMETTE HI-GRADE CONCRETE CO (EDR ID: C7), WILLAMETTE HI-GRADE CONCRETE CO (EDR ID: C8), FRANCIS WELSH SILICA MINE (EDR ID: C13), and the FRANCIS WELSH SILICA MINE (EDR ID: C14) sites (likely southeast and south-southeast adjoining property) represents a potential REC for the Subject Property.

Database: OR LUST, OR UST OR AST, FINDS, and/or OR HAZMAT

Site Name: **KELLY FIELD CARDLOCK | (EDR ID: C9)**

STEIN OIL/KELLY FIELD | (EDR ID: C11)

SMITTY'S UPHOLSTERY | (EDR ID: B12)

OREGON CITY PLANT | (EDR ID: D19)

FORMER M & D TRUCKING SITE | (EDR ID: D21)

LONE STAR NORTHWEST | (EDR ID: D24)

KNAPP, HAROLD | (EDR ID: 25)

CLACKAMAS COUNTY D.T.D. | (EDR ID: E27)

CLACKAMAS COUNTY D.T.D. | (EDR ID: E28)

OREGON CITY PUBLIC WORKS | (EDR ID: G33)

PACIFIC PAPER TRADING CO | (EDR ID: H40)

HEATING OIL TANK | (EDR ID: I41)

CHAMBERLAIN, PATRICIA | (EDR ID: 42)

HEATING OIL TANK | (EDR ID: 43)

INSURANCE PROPERTIES | (EDR ID: I44)

HEATING OIL TANK | (EDR ID: I45)

FIRESTONE 3555 FULLER MOBIL GAS | (EDR ID: 46)

SPORTCRAFT LANDING PUBLIC PARKING | (EDR ID: 47)

BUCK MEDICAL SERVICES | (EDR ID: 50)

CASCADE OIL | (EDR ID: 51)

TRI-CITY SEWAGE TREATMENT PLANT | (EDR ID: K52)

HEATING OIL TANK | (EDR ID: L53)

HEATING OIL TANK | (EDR ID: M54)

Address: EDR ID: C9 => 1780 ½ WASHINGTON ST

EDR ID: C11 => 1780 WASHINGTON ST

EDR ID: B12 => 1721 WASHINGTON ST

EDR ID: D19 => 16288 MAIN ST

EDR ID: D21 => 16300 MAIN ST (likely on south adjoining property to 15941
Agnes Ave, Oregon City, OR 97045)

EDR ID: D24 => 16381 MAIN ST

EDR ID: 25 => 1707 WASHINGTON ST
 EDR ID: E27 => 902 ABERNATHY RD
 EDR ID: E28 => 902 ABERNATHY RD
 EDR ID: G33 => 1623 JOHN ADAMS ST
 EDR ID: H40 => 215 16TH ST
 EDR ID: I41 => 15TH & WASHINGTON
 EDR ID: 42 => 1513 MONROE ST
 EDR ID: 43 => 819 15TH STREET
 EDR ID: I44 => 1423 WASHINGTON ST
 EDR ID: I45 => 606 15TH STREET
 EDR ID: 46 => 123 OREGON CITY SHOPPING CENTER
 EDR ID: 47 => 1701 CLACKAMETTE DR
 EDR ID: 50 => 1401 WASHINGTON ST
 EDR ID: 51 => 13645 S HOLCOMB BOULEVARD
 EDR ID: K52 => 15991 S AGNES RD
 EDR ID: L53 => 1202 16TH ST
 EDR ID: M54 => 212 14TH ST

Distance: EDR ID: C9 => 357-ft or 0.068-mile (Nearby Property)
 EDR ID: C11 => 357-ft or 0.068-mile (Nearby Property)
 EDR ID: B12 => 380-ft or 0.072-mile (Nearby Property)
 EDR ID: D19 => 564-ft or 0.107-mile (Nearby Property)
 EDR ID: D21 => 618-ft or 0.117-mile (Nearby Property)
 EDR ID: D24 => 687-ft or 0.130-mile (Nearby Property)
 EDR ID: 25 => 728-ft or 0.138-mile (Nearby Property)
 EDR ID: E27 => 932-ft or 0.177-mile (Nearby Property)
 EDR ID: E28 => 932-ft or 0.177-mile (Nearby Property)
 EDR ID: G33 => 1,011-ft or 0.191-mile (Nearby Property)
 EDR ID: H40 => 1,316-ft or 0.249-mile (Nearby Property)
 EDR ID: I41 => 1,674-ft or 0.317-mile (Nearby Property)
 EDR ID: 42 => 1,692-ft or 0.320-mile (Nearby Property)
 EDR ID: 43 => 1,715-ft or 0.325-mile (Nearby Property)
 EDR ID: I44 => 1,720-ft or 0.326-mile (Nearby Property)

EDR ID: I45 => 1,746-ft or 0.331-mile (Nearby Property)
 EDR ID: 46 => 1,806-ft or 0.342-mile (Nearby Property)
 EDR ID: 47 => 1,846-ft or 0.350-mile (Nearby Property)
 EDR ID: 50 => 1,944-ft or 0.368-mile (Nearby Property)
 EDR ID: 51 => 2,037-ft or 0.386-mile (Nearby Property)
 EDR ID: K52 => 2,037-ft or 0.368-mile (Nearby Property)
 EDR ID: L53 => 2,102-ft or 0.398-mile (Nearby Property)
 EDR ID: M54 => 2,113-ft or 0.400-mile (Nearby Property)

Direction: EDR ID: C9 => South-Southeast (up-gradient from Subject Property.)
 EDR ID: C11 => South-Southeast (cross-gradient from Subject Property.)
 EDR ID: B12 => South-Southwest (cross-gradient from Subject Property.)
 EDR ID: D19 => Northwest (down-gradient from Subject Property.)
 EDR ID: D21 => Northwest (down-gradient from Subject Property.)
 EDR ID: D24 => Northwest (down-gradient from Subject Property.)
 EDR ID: 25 => Southwest (cross-gradient from Subject Property.)
 EDR ID: E27 => South (cross-gradient from Subject Property.)
 EDR ID: E28 => South (cross-gradient from Subject Property.)
 EDR ID: G33 => South-Southwest (cross-gradient from Subject Property.)
 EDR ID: H40 => Southwest (cross-gradient from Subject Property.)
 EDR ID: I41 => Southwest (cross-gradient from Subject Property.)
 EDR ID: 42 => South-Southwest (cross-gradient from Subject Property.)
 EDR ID: 43 => South-Southwest (cross-gradient from Subject Property.)
 EDR ID: I44 => Southwest (cross-gradient from Subject Property.)
 EDR ID: I45 => Southwest (cross-gradient from Subject Property.)
 EDR ID: 46 => West-Northwest (down-gradient from Subject Property.)
 EDR ID: 47 => West-Southwest (down-gradient from Subject Property.)
 EDR ID: 50 => Southwest (cross-gradient from Subject Property.)
 EDR ID: 51 => East-Southeast (up-gradient from Subject Property.)
 EDR ID: K52 => North-Northeast (cross-gradient from Subject Property.)
 EDR ID: L53 => South (cross-gradient from Subject Property.)
 EDR ID: M54 => Southwest (cross-gradient from Subject Property.)

Comments:

The KELLY FIELD CARDLOCK | (EDR ID: C9), STEIN OIL/KELLY FIELD | (EDR ID: C11), SMITTY'S UPHOLSTERY | (EDR ID: B12), OREGON CITY PLANT | (EDR ID: D19), FORMER M & D TRUCKING SITE | (EDR ID: D21), LONE STAR NORTHWEST | (EDR ID: D24), KNAP, HAROLD | (EDR ID: 25), CLACKAMAS COUNTY D.T.D. | (EDR ID: E27), CLACKAMAS COUNTY D.T.D. | (EDR ID: E28), OREGON CITY PUBLIC WORKS | (EDR ID: G33), PACIFIC PAPER TRADING CO | (EDR ID: H40), HEATING OIL TANK | (EDR ID: I41), CHAMBERLAIN, PATRICIA | (EDR ID: 42), HEATING OIL TANK | (EDR ID: 43), INSURANCE PROPERTIES | (EDR ID: I44), HEATING OIL TANK | (EDR ID: I45), FIRESTONE 3555 FULLER MOBIL GAS | (EDR ID: 46), SPORTCRAFT LANDING PUBLIC PARKING | (EDR ID: 47), BUCK MEDICAL SERVICES | (EDR ID: 50), CASCADE OIL | (EDR ID: 51), TRI-CITY SEWAGE TREATMENT PLANT | (EDR ID: K52), HEATING OIL TANK | (EDR ID: L53), and HEATING OIL TANK | (EDR ID: M54) sites were identified on the OR Leaking Underground Storage Tank Database (OR LUST), the OR Underground Storage Tank Database (OR UST), the OR Aboveground Storage Tank (OR AST) database, the US Facility Index System/Facility Registry System (FINDS) database, and/or the OR HAZMAT database. The OR LUST database indicated that the EDR listed site had "Cleanup Completed;" and the OR UST database indicated that all the EDR listed site had "Decommissioned" their tanks. Note that multiple Aboveground Storage Tanks (ASTs) may be in operation at the CLACKAMAS COUNTY D.T.D. | (EDR ID: E28) site with annual inspections.

- Based on the research information, the proximity of these EDR listed sites, the locations relative to the Subject Property, the OR LUST database indicating that all the EDR listed site had "Cleanup Completed" [with the exception of HEATING OIL TANK | (EDR ID: L53)], and/or the OR UST database indicating that all the EDR listed site had "Decommissioned" their tanks; these EDR listed sites **do not represent a REC** for the Subject Property.

Copies of select environmental documents retrieved from the DEQ LUST database is presented in Appendix G.

Database: EDR Hist Auto
Site Name: AUTO TECHNICS AUTOMOTIVE (EDR ID: C10)
Address: "1780 WASH" However, likely located at 1780 Washington St, Oregon City, OR 97045 Note that based on the address, this site is probably related to the KELLY FIELD CARDLOCK (EDR ID: C9) and the STEIN OIL/KELLY FIELD (EDR ID: C11) sites.
Distance: 357-ft or 0.068-mile (Nearby Property)
Direction: South-Southeast (up-gradient from Subject Property.)
Comments: The AUTO TECHNICS AUTOMOTIVE (EDR ID: C10) site (south-southeast adjoining property) was identified during the EDR search for Historic Auto station within a national collection of business directories. Based on the research information, the proximity of this EDR listed site, the up-gradient locations relative to the Subject Property, and the potential environmental concerns related to historic automotive stations; the AUTO TECHNICS AUTOMOTIVE (EDR ID: C10) site (south-southeast adjoining property) <u>represents a potential REC</u> for the Subject Property.

Database: SEMS-ARCHIVE, ECHO, RCRA NonGen / NLR, FINDS, OR ECSI, OR VCP, OR MANIFEST, OR UIC
Site Names: BUDS RADIATOR SHOP (EDR ID: B15) BUDS RADIATOR (EDR ID: B16) BUD'S RADIATOR SHOP (EDR ID: B17)
Address: 1715 Washington St, Oregon City, OR 97045
Distance: 456-ft or 0.086-mile (Nearby Property)
Direction: South-Southwest (cross-gradient from Subject Property.)

Comments:

The BUDS RADIATOR SHOP | (EDR ID: B15), BUDS RADIATOR | (EDR ID: B16), and BUD'S RADIATOR SHOP | (EDR ID: B17) sites (southwest nearby property) was identified on the US Superfund Enterprise Management System Archive (SEMS-ARCHIVE) database, on the US ECHO database, on the US RCRA NonGen / NLR database, on the US FINDS database, on the ECSI system database with a ECSI ID number of 1968, on the OR VCP (aka VCS) database, on the OR Manifest Information (OR MANIFEST), and/or on the OR UIC database.

Note that the ECSI database identified the BUD'S RADIATOR SHOP | (EDR ID: B17) site (southwest nearby property) as "Bud's Radiator Shop (ECSI Site ID: 1968)." Review of the ECSI database general site information (<https://www.deq.state.or.us/Webdocs/Forms/Output/>) indicated that the BUD'S RADIATOR SHOP | (EDR ID: B17) site (southwest nearby property) has an investigative status of "No Further Action needed" and Action Underway or Needed designation of "No Further State Action Required." Additional details presented in the ECSI database of the BUD'S RADIATOR SHOP | (EDR ID: B17) site (southwest nearby property) were presented in Section 6.0 of this report.

A copy of the DEQ "No Further Action Determination" letter (No.1968 NFA.pdf), dated April 13, 2000 is presented in Appendix F (*Folder/Bud's Radiator_ECSI-1968*).

- Based on the research information, the proximity of this EDR listed site, the cross-gradient location relative to the Subject Property, the investigative status of "No Further Action needed" and Action Underway or Needed designation of "No Further State Action Required;" the BUDS RADIATOR SHOP | (EDR ID: B15), BUDS RADIATOR | (EDR ID: B16), and BUD'S RADIATOR SHOP | (EDR ID: B17) sites (southwest nearby property) **does not represent a REC** for the Subject Property.

Database: PFAS ECHO, RCRA NonGen / NLR, OR MANIFEST, RCRA-VSQG, FINDS, ECHO, OR SWF/LF, OR AST, OR SPILLS, OR HAZMAT, OR NPDES, PADS, CA HAZNET, RCRA-SQG

Site Name: **METRO SOUTH STATION | (EDR ID: 18)**

PLIBRICO SALES & SERVICE INC | (EDR ID: D22)

GLACIER NORTHWEST INC CONCRETE PLANT | (EDR ID: D23)

CLACKAMAS COUNTY MAINTENANCE‎ | (EDR ID: E26)

NW NATURAL PIPELINE AT ROSSMAN LANDFILL | (EDR ID: F29)

METRO SOUTH TRANSFER STATION | (EDR ID: F30)

METRO SOUTH STATION | (EDR ID: F31)

NW NATURAL PIPELINE AT ROSSMAN LANDFILL | (EDR ID: F32)

HOME DEPOT NO 4017 | (EDR ID: 36)

BUMP PARLOR INC | (EDR ID: 38)

WYMORE TRANDFER STATION | (EDR ID: H39)

Address: EDR ID: 18 => No Address (likely 2001 Washington St)

EDR ID: D22 => 16320 SE Main St

EDR ID: D23 => 16381 S Main St

EDR ID: E26 => 902 Abernathy Road

EDR ID: F29 => 200 ft S of 2001 Washington St

EDR ID: F30 => 2001 Washington St

EDR ID: F31 => 2001 Washington St

EDR ID: F32 => 200 ft S of 2001 Washington St

EDR ID: 36 => 2002 Washington St

EDR ID: 38 => 1601 Washington St

EDR ID: H39 => 215 16th St

Distance: EDR ID: 18 => 547-ft or 0.104-mile (Nearby Property)

EDR ID: D22 => 632-ft or 0.120-mile (Nearby Property)

EDR ID: D23 => 637-ft or 0.130-mile (Nearby Property)

EDR ID: E26 => 932-ft or 0.177-mile (Nearby Property)

EDR ID: F29 => 1,003-ft or 0.190-mile (Nearby Property)

EDR ID: F30 => 1,003-ft or 0.190-mile (Nearby Property)

EDR ID: F31 => 1,003-ft or 0.190-mile (Nearby Property)

EDR ID: F32 => 1,003-ft or 0.190-mile (Nearby Property)

EDR ID: 36 => 1,119-ft or 0.212-mile (Nearby Property)

EDR ID: 38 => 1,283-ft or 0.243-mile (Nearby Property)

EDR ID: H39 => 1,316-ft or 0.249-mile (Nearby Property)

Direction: EDR ID: 18 => Northeast (cross-gradient from Subject Property.)

EDR ID: D22 => Northwest (down-gradient from Subject Property.)

EDR ID: D23 => Northwest (down-gradient from Subject Property.)

EDR ID: E26 => South (cross and up-gradient from Subject Property.)

EDR ID: F29 => Northeast (cross-gradient from Subject Property.)

EDR ID: F30 => Northeast (cross-gradient from Subject Property.)

EDR ID: F31 => Northeast (cross-gradient from Subject Property.)

EDR ID: F32 => Northeast (cross-gradient from Subject Property.)

EDR ID: 36 => East-Northeast (up-gradient from Subject Property.)

EDR ID: 38 => Southwest (cross-gradient from Subject Property.)

EDR ID: H39 => Southwest (cross-gradient from Subject Property.)

Comments:

The METRO SOUTH STATION | (EDR ID: 18), PLIBRICO SALES & SERVICE INC | (EDR ID: D22), GLACIER NORTHWEST INC CONCRETE PLANT | (EDR ID: D23), CLACKAMAS COUNTY MAINTENANCE‎ | (EDR ID: E26), NW NATURAL PIPELINE AT ROSSMAN LANDFILL | (EDR ID: F29), METRO SOUTH TRANSFER STATION | (EDR ID: F30), METRO SOUTH STATION | (EDR ID: F31), NW NATURAL PIPELINE AT ROSSMAN LANDFILL | (EDR ID: F32), HOME DEPOT NO 4017 | (EDR ID: 36), BUMP PARLOR INC | (EDR ID: 38), and WYMORE TRANDFER STATION | (EDR ID: H39) sites were identified on the US Facilities in Industries that May Be Handling PFAS Listings (PFAS ECHO) database, on the RCRA NonGen / NLR database, on the OR MANIFEST database, on the RCRA – Very Small Quantity Generators (Formerly Conditional) (RCRA-VSQG) database, on the FINDS database, on the ECHO database, on the OR Solid Waste Facilities List (SWF/LF) database, on the OR AST database, on the OR Spill Data (SPILLS) database, on the OR HAZMAT database, on the OR NPDES database, on the US PCB Activity Database System

(PADS) database, on the Facility and Manifest Data (HAZNET) database, and/or on the RCRA – Small Quantity Generators (RCRA-SQG) database.

- Based on the research information, the proximity of these EDR listed sites, the locations relative to the Subject Property, and/or that many of these databases were for tracking purposes only; these EDR listed sites **do not represent a REC** for the Subject Property.

Database: OR CRL, OR ECSI, OR INST CONTROL, OR VCP, OR BROWNFIELDS, HAZMAT

Site Name: **CLACKAMETTE COVE | (EDR ID: D20)**

Address: 16288 Main St, Oregon City, OR 97045

Distance: 564-ft or 0.107-mile (Nearby Property)

Direction: Northwest (down-gradient from Subject Property.)

Comments:

The CLACKAMETTE COVE | (EDR ID: D20) site (northwest nearby property) was identified on the OR CRL database, on the OR ECSI system database with a ECSI ID number of 2301, on the OR INST CONTROL database, on the OR VCP database, on the OR Brownfields Projects (BROWNFIELDS) database, and on the HAZMAT database.

Review of the ECSI database general site information (<https://www.deq.state.or.us/Webdocs/Forms/Output/>) indicated that the CLACKAMETTE COVE | (EDR ID: D20) site (northwest nearby property) has an investigative status of “Listed on the Confirmed Release List or Inventory” and Action Underway or Needed designation of “Remedial Action.” Additional details presented in the ECSI database of the CLACKAMETTE COVE | (EDR ID: D20) site (northwest nearby property) were presented in Section 6.0 of this report.

Note that the CLACKAMETTE COVE | (EDR ID: D20) site (northwest nearby property) has site environmental controls that include: “Use Restriction

Groundwater” (12/2/1998), “Use Restriction Land” (12/2/1998), and “Consent Decree” (12/3/1998).

- Based on the research information, the proximity of this EDR listed site, and the down-gradient location relative to the Subject Property;” the CLACKAMETTE COVE | (EDR ID: D20) site (northwest nearby property) **does not represent a REC** for the Subject Property.

Database: OR ECSI, OR CRL, OR ENG CONTROL, OR INST CONTROL, OR VCP, OR BROWNFIELDS

Site Name: **UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34)**

Address: “AGNESS ST” (“No Situs” property on south adjoining to 15941 Agnes Ave, Oregon City, OR 97045)

Distance: 618-ft or 0.117-mile (Nearby Property)

Direction: Northwest (down-gradient from Subject Property.)

Comments:

The UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34) site (northwest nearby property) was identified on the on the OR ECSI system database with a ECSI ID number of 1238, on the OR CRL database, on the OR ENG CONTROL database, on the OR INST CONTROL database, on the OR VCP database, and on the OR BROWNFIELDS database.

Review of the ECSI database general site information (<https://www.deq.state.or.us/Webdocs/Forms/Output/>) indicated that the UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34) site (northwest nearby property) has an investigative status of “Listed on the Confirmed Release List or Inventory” and Action Underway or Needed designation of “Remedial Action.” Additional details presented in the ECSI database of the UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34) site (northwest nearby property) were presented in Section 6.0 of this report.

Note that the UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34) site (northwest nearby property) has site environmental controls that include: “Use Restriction Groundwater” (06/02/2000), “Contamination left in place, Soil” (06/02/2000), and “Consent Decree” (12/01/2004).

- Based on the research information, the proximity of this EDR listed site, and the down-gradient location relative to the Subject Property;” the UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34) site (northwest nearby property) **does not represent a REC** for the Subject Property.

Database: OR ECSI, OR VCP, OR BROWNFIELDS
Site Name: PARKER POND/THE APARTMENTS (EDR ID: 35)
Address: 16421 Main Ave, Oregon City, OR 97045
Distance: 1,095-ft or 0.207-mile (Nearby Property)
Direction: Northwest (down-gradient from Subject Property.)
Comments: The PARKER POND/THE APARTMENTS (EDR ID: 35) site (northwest nearby property) was identified on the on the OR ECSI system database with a ECSI ID number of 5138, on the OR VCP database, and on the OR BROWNFIELDS database. Review of the ECSI database general site information (https://www.deq.state.or.us/Webdocs/Forms/Output/) indicated that the PARKER POND/THE APARTMENTS (EDR ID: 35) site (northwest nearby property) has an investigative status of “Contamination Suspected” and Action Underway or Needed designation of “Partial No Further Action.” Additional details presented in the ECSI database of the PARKER POND/THE APARTMENTS (EDR ID: 35) site (northwest nearby property) were presented in Section 6.0 of this report. Based on the research information, the proximity of this EDR listed site, and the down-gradient location relative to the Subject Property;” the PARKER

POND/THE APARTMENTS | (EDR ID: 35) site (northwest nearby property)
does not represent a REC for the Subject Property.

Database: OR ECSI, OR VCP
Site Name: AL'S MACHINE (FORMER) (EDR ID: G37)
Address: 1608 Washington St, Oregon City, OR 97045
Distance: 1,162-ft or 0.220-mile (Nearby Property)
Direction: Southwest (cross-gradient from Subject Property.)
Comments: The AL'S MACHINE (FORMER) (EDR ID: G37) site (southwest nearby property) was identified on the OR ECSI system database with a ECSI ID number of 2900, and on the OR VCP database. Review of the ECSI database general site information (https://www.deq.state.or.us/Webdocs/Forms/Output/) indicated that the AL'S MACHINE (FORMER) (EDR ID: G37) site (southwest nearby property) has an investigative status of "No Further Action needed" and Action Underway or Needed designation of "NO FURTHER STATE ACTION REQUIRED." Additional details presented in the ECSI database of the AL'S MACHINE (FORMER) (EDR ID: G37) site (southwest nearby property) were presented in Section 6.0 of this report. Based on the research information, the proximity of this EDR listed site, the down-gradient location relative to the Subject Property," and the investigative status of "No Further Action needed" in the ECSI database; the AL'S MACHINE (FORMER) (EDR ID: G37) site (southwest nearby property) <u>does not represent a REC</u> for the Subject Property.

Database: SEMS-ARCHIVE, RCRA NonGen / NLR, OR ECSI, OR SWF/LF, OR BROWNFIELDS, HIST LF, SPILLS
Site Name: ROSSMAN METHANE RECOVERY FACILITY (EDR ID: J48) ROSSMAN'S LANDFILL (EDR ID: J49)
Address: EDR ID: J48 => "1701 17th St" (on southeast adjoining property to 1105 Abernathy Rd, Oregon City, OR 97045) EDR ID: J48 => "1101 17th St" (on southeast adjoining property to 1105 Abernathy Rd, Oregon City, OR 97045)
Distance: EDR ID: J48 => 242-ft or 0.046-mile (Adjoining Property) EDR ID: J49 => 242-ft or 0.046-mile (Adjoining Property)
Direction: EDR ID: J48 => Southwest (up-gradient from Subject Property.) EDR ID: J49 => Southwest (up-gradient from Subject Property.)
Comments: The ROSSMAN METHANE RECOVERY FACILITY (EDR ID: J48) and the ROSSMAN'S LANDFILL (EDR ID: J49) sites (southwest adjoining property) was identified on the SEMS-ARCHIVE, on the RCRA NonGen / NLR database, on the ECSI database with a ECSI ID number of 674, on the OR SWF/LF database, on the OR BROWNFIELDS database, on the OR Old Closed SW Disposal Sites (HIST LF) database, and on the SPILLS database. Review of the ECSI database general site information (https://www.deq.state.or.us/Webdocs/Forms/Output/) indicated that the ROSSMAN METHANE RECOVERY FACILITY (EDR ID: J48) and the ROSSMAN'S LANDFILL (EDR ID: J49) sites (southwest adjoining property) has an investigative status of "Contamination Suspected" and Action Underway or Needed designation of "Prospective Purchaser Agreement." Additional details presented in the ECSI database of the ROSSMAN METHANE RECOVERY FACILITY (EDR ID: J48) and the ROSSMAN'S LANDFILL (EDR ID: J49) sites (southwest adjoining property) were presented in Section 6.0 of this report. Based on the research information, the proximity of this EDR listed site, the down-gradient location relative to the Subject Property," and the investigative

status of “Contamination Suspected” in the ECSI database; the ROSSMAN METHANE RECOVERY FACILITY | (EDR ID: J48) and the ROSSMAN'S LANDFILL | (EDR ID: J49) sites (southwest adjoining property) **does represent REC** for the Subject Property.

The EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck® are presented in Appendix N.

Other Mapped EDR Listings

A number of sites were mapped in the EDR report within the specified search radii. All the properties identified in the EDR database searches were summarized in the Executive Summary of the EDR Summary Radius Map Report (SUMMARY_RADIUS_7460573_2-Summary Radius Map.pdf) presented in Appendix N.

Sites that were not directly adjacent to the Subject Property, located at a lower elevation, located at a relative direction and/or distance that would not likely impact the Subject Property, whose environmental issues were dealt with and closed with “No Further Action” designations, or whose listing was for tracking purposes only or only represented proper notification of registration of UST's, AST's, or hazardous activities without violations, or whose listing was for de minimis issues only; and did not represent a REC for the Subject Property.

Unmapped EDR Listings

Five (5) sites were shown on the EDR “Orphan Summary” list provided in the EDR Summary Radius Map Report (page 690) and the EDR Radius Map Report with GeoCheck®. These sites were unmapped. Review of the available details indicated the unmapped sites were either not directly adjacent to the Subject Property; were located at a lower elevation; were located at a relative direction and/or distance that would not be likely to impact the Subject Property, whose environmental issues were dealt with and closed with a “No Further Action” designation, or whose listing was for tracking purposes only or only represented proper notification of registration of UST's, AST's, or hazardous activities without violations, or whose listing was for de minimis issues only; and did not represent a REC for the Subject Property.

Note that the “Orphan Site” identified as OLD ROSSMAN LANDFILL – SOUTH with an address of AGNES ST is related to the:

- **Old Rossman Landfill – South | ECSI ID: 3126** located on “Agnes St,” Oregon City, OR 97045 and is discussed in Section 6.0 of this report, and/or
- **UNPERMITTED ROSSMAN LANDFILL PPA | (EDR ID: 34)** located on “Agness St,” Oregon City, OR 97045 and is discussed above.

8.2 Local and State Agencies

Readily available records and databases of local and state agencies (as applicable) were reviewed for indications of environmental concern for the Subject Property.

8.2.1 Fire Department – Subject Property

The Oregon State Fire Marshal maintains the Oregon Community Right to Know program that has collected Hazardous Substance Incident Reports from emergency responders (<https://www.oregon.gov/osfm/industry/Pages/hazmat-incident-search.aspx>).

The Subject Property (including 1799 Washington St and 1975 Washington St in Oregon City, OR) was not identified in the Oregon Office of the Fire Marshal Hazardous (HAZMAT) Incident database for the years from 2010 to 2023.

8.2.2 Assessors – Subject Property

Available assessor information and details of the Subject Property (including 1795 Washington St and 1799 Washington St) were generally derived from the City of Oregon City - OC WEBMAPS parcel property information database (<https://www.orcity.org/397/OC-WebMaps>), the Clackamas County - CMAP parcel property information database (<https://cmap.clackamas.us/maps>), and/or the City of Portland - PortlandMaps parcel property information database (<https://www.portlandmaps.com>).

Clackamas County Assessor information details for the Subject Property, are presented below.

SUBJECT PROPERTY: 1799 Washington St, Oregon City, OR 97045

(aka 1975 Washington St, Oregon City, OR 97045)

- Owner: No Information Provided
- Address: 1799 Washington St and 1795 Washington St, Oregon City, OR 97045
- Property ID: C156892
- County: Clackamas
- State ID: 22E29 01402
- Alternate Account Number: 22E29 01402
- Taxlot No: 22E29 01402
- City of Oregon City – Zoning Map: “Mixed Use Downtown (MUD)”
- Neighborhood: Two Rivers

There were no indications of environmental liens, or administrative use limitations for the Subject Property within the Clackamas County Assessor information details. The Clackamas County Assessor information database identified two (2) accounts associated with the Subject Property (specifically 1795 Washington St). These two (2) accounted included:

- Parcel No: P2233394 => Pacific Mobile Structures Inc
- Parcel No: P2250964 => Clackamas Landscape Supply Inc

8.2.3 Planning and Building – Subject Property

Oregon City maintains an online mapping and information database that provided public access to property information (<https://maps.oregoncity.org/>). A wide variety of data was available on the OCWebMaps tool for the Oregon City Area. The website was searched for information concerning the Subject Property (including 1795 Washington St and 1799 Washington St). None of the information presented was related to potential environmental concerns on the Subject Property.

8.2.4 Local or Regional Environmental Authority – Subject Property and Nearby Properties

EW searched the DEQ Facility Profiler-Lite online database (<https://hdcgcx1.deq.state.or.us/Html5viewer291/?viewer=FacilityProfilerLite>) for the addresses related to the Subject Property (including 1795 Washington St and 1799 Washington St) and nearby properties. The DEQ Facility Profiler-Lite online database includes information on closed facilities, completed cleanups, and past operations as well

as data on current operations and activities. The purpose of searching the DEQ Facility Profiler-Lite online database was to identify possible regulatory information that was potentially not included in the EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck®.

No specific listings were found on the DEQ Facility Profiler-Lite online database for the Subject Project (including 1795 Washington St and 1799 Washington St).

The listings on the adjoining and nearby properties identified on the DEQ Facility Profiler-Lite online database appeared to have been listed in the EDR Summary Radius Map Report and the EDR Radius Map Report with GeoCheck®.

8.2.5 Public Health Authority – Subject Property and Adjoining Properties

The Oregon Health Authority (OHA) - Healthy Homes and Neighborhoods works at the request of concerned individuals and organizations to assess and prevent human exposure to contamination. Department activities include the Clandestine Drug Labs Cleanup program which works to protect human health by assuring that properties formerly used for illegal drug manufacturing are properly evaluated, decontaminated, and are fit for re-occupancy.

The OHA Clandestine Drug Lab Cleanup program website directs the public to a list of “drug lab properties (unfit-for-use)” on the Oregon Building Codes Division (BCD) webpage (<https://www.oregon.gov/BCD/jurisdictions/Pages/drug-labs.aspx>).

The Subject Property (including 1795 Washington St and 1799 Washington St) was not identified in the OR BCD database.

8.3 Vapor Screening

A search of available environmental records was conducted by EDR and compiled into a vapor encroachment screening tool. The report was designed to assist parties seeking to meet the search requirements of the ASTM Standard Practice for Assessment of Vapor Encroachment into Structures on Property Involved in Real Estate Transactions (E 2600-15). Utilizing the E2600-15 Tier I Vapor Encroachment Screening process provided by EDR, four (4) listing for the Subject Property (1795 Washington St), and eighteen (18) listings for nearby sites located within 0.33-mile of the Subject Property were identified as

having potential to cause a Vapor Encroachment Condition (VEC). The EDR Vapor Encroachment Screen report is presented in Appendix O.

Review of the EDR Vapor Encroachment Screen report indicated that the **STIMSON MILL (FORMER) | (EDR ID: A1 and A2) sites, and the STIMSON MILL - FORMER | (EDR ID: A4) site does represents a potential REC for the Subject Property.**

Database: OR RGA HWS
Site Name: STIMSON MILL (FORMER) (EDR ID: A1 and A2); and STIMSON MILL - FORMER (EDR ID: A4)
Address: 1795 Washington St, Oregon City, OR 97045
Distance: NA - Subject Property
Direction: NA - Subject Property
Comments: The STIMSON MILL (FORMER) (EDR ID: A1 and A2) site (Subject Property) and the STIMSON MILL - FORMER (EDR ID: A4) site (Subject Property) were identified on the Oregon Recovered Government Archive State Hazardous Waste Facilities (OR RGA HWS) database as a Hazardous Waste Facility from 1997 through 2012. Based on the research information, the location as the subject property, and the historical site uses; the STIMSON MILL (FORMER) (EDR ID: A1 and A2) site (Subject Property) and the STIMSON MILL - FORMER (EDR ID: A4) site (Subject Property) represents a potential REC for the Subject Property.

Review of the EDR Vapor Encroachment Screen report indicated that the following listed sites have a potential to cause a VEC, and represents a potential REC for the Subject Property:

- STIMSON MILL (FORMER) | (EDR ID: A1)
- STIMSON MILL (FORMER) | (EDR ID: A2)
- STIMSON LUMBER COMPANY | (EDR ID: A3)
- STIMSON MILL - FORMER | (EDR ID: A4)
- STIMSON LUMBER – PARCEL 1 (FORMER) | (EDR ID: 5)

- MAVERICK WELDINGSUPPLIES INC | (EDR ID: B6)
- WILLAMETTE HI-GRADE CONCRETE CO | (EDR ID: C7)
- WILLAMETTE HI-GRADE CONCRETE CO | (EDR ID: C8)
- KELLY FIELD CARDLOCK | (EDR ID: C9)
- AUTO TECHNICS AUTOMOTIVE | (EDR ID: C10)
- STEIN OIL/KELLY FIELD | (EDR ID: C11)
- FRANCIS WELSH SILICA MINE | (EDR ID: C13)
- FRANCIS WELSH SILICA MINE | (EDR ID: C14)
- BUDS RADIATOR SHOP | (EDR ID: B15)
- BUD'S RADIATOR SHOP | (EDR ID: B17)
- METRO SOUTH STATION | (EDR ID: 18)
- CLACKAMAS COUNTY DTD | (EDR ID: E27)

In addition, review of the EDR Summary Radius Map Report (page 690) and the EDR Radius Map Report with GeoCheck® indicated that the following listed sites also have a potential to cause a VEC, and represents a potential REC for the Subject Property:

- ROSSMAN METHANE RECOVERY FACILITY | (EDR ID: J48)
- ROSSMAN'S LANDFILL | (EDR ID: J49)

9.0 SITE RECONNAISSANCE – SUBJECT PROPERTY AND ADJOINING PROPERTIES

On October 12, 2023, Mr. Jin Park, R.G. (Geologist | Hydrogeologist) of EW conducted a site reconnaissance of the Subject Property. The site reconnaissance included walking the interior areas and the perimeter of the Subject Property (where feasible) and noting features (e.g. operations, processes, maintenance, chemicals and/or petroleum products used, chemical and/or petroleum products stored on-site, presence of containers, debris, soil staining, sheen, soil discoloration, distressed vegetation, etc.) that may be indicative of potential environmental impacts.

The location of the Subject Property is presented in Figure 1. The boundaries of the Subject Property and surrounding neighbors are presented on Figure 2. The locations and descriptions of the Subject Property and select identified site features are presented on Figure 5 and Figure 6. The site reconnaissance photographic logs of select identified features on or near the Subject Property was included in Appendix P.

Findings from the site reconnaissance are summarized below.

9.1 Site Features - Subject Property

The Subject Property was a generally elongated triangular and irregularly shaped 6.83-acre parcel with a large sloped ramp type surface feature located near the northwest central side of the property. The Subject Property was the northeastern portion of the Former Stimson Lumber Mill Property.

During the site reconnaissance, the Subject Property was observed to be occupied and operated by a commercial landscape supply distribution business identified as “Clackamas Landscape Supply, Inc.”

Site Features

The site features observed during the site reconnaissance of the Subject Property included:

- a large **ramp type surface feature** sloped downward toward the northeast and east (likely constructed by the Former Stimson Lumber Mill);
- a **mobile trailer type building** used for sales, dispatch, and as an office; a “sales display” type shed structure;
- a vehicle and equipment **maintenance supply shed** used for the storage of vehicle maintenance products (i.e. oil, gear lubricant);
- a semi-trailer on wheels used for general storage and as a **general mechanical work shop**;
- and a **vehicle weigh scale**.

None of these structures appeared to have been built on permanent building foundations. A small septic holding tank was observed below the mobile trailer type building (office). The Subject Property was enclosed by a chain-linked fence and gates.

Significant portions of the ground surface areas were used for the storage and display of commercial landscape supplies (i.e. gravel, sand, rocks, mulch). The visible ground surfaces used for parking, and/or loading and unloading appeared to generally consist asphalt, gravel, concrete foundation slabs and small concrete wall remnant (likely related to the Former Stimson Lumber Mill building structure). Note that a pile crushed asphalt debris material was observed near the northern side of the Subject Property (refer, Figure

6). Some areas of the ground surface were also not visible or accessible due to the presence of dense vegetation.

Numerous electrical poles, fire hydrants, utility pipes, water lines, stormwater catch basins, outfalls, and stormwater diversion ditches and culverts were observed along the southeast boundary of the Subject Property. No pole mounted transformers were observed on or near the Subject Property. No indications for the presence of HOTs, and/or USTs were observed on the Subject Property.

The site reconnaissance indicated:

- No visible site features or other observations related to RECs were identified on the Subject Property.
- The observed site features that were likely related to de minimis conditions on the Subject Property included:
 - Maintenance Supply Shed with Petroleum Products;
 - Stormwater Catch-Basins potentially connected to UICs or outfalls; and
 - Crushed Asphalt Debris Material.

The boundaries of the Subject Property and surrounding neighbors are presented on Figure 2. The locations and descriptions of the Subject Property and adjoining property features are presented on Figure 3. The locations and descriptions of the site features are presented on Figure 5 and Figure 6. The site reconnaissance photographic logs of select site features related to the Subject Property were included in Appendix P.

9.2 Site Features - Adjoining Properties and Right-of-Ways

The properties adjoining the Subject Property appeared to be currently occupied by the “End of the Oregon Trail Interpretive Center” to the south, the “Oregon City Station” AMTRAK train station to the southwest, a rail road track right-of-way along the northwest boundary, the “Metro South Transfer Station” with pond to the northeast, a gravel access road right-of-way along the northeast property boundary, the Trails End Golf Center” to the east, a vacant lot to the southeast, and the Stark Steet Lawn and Garden Oregon City store to the southeast.

South Adjoining Property

The adjoining property to the south was observed to be the “**End of the Oregon Trail Interpretive Center**” (1726 Washington St, Oregon City, OR 97045).

- No features related to potential environmental concerns were observed on the south adjoining property.

Southwest Adjoining Property

The adjoining property to the southwest was observed to be the “**Oregon City Station**” **AMTRAK train station** (1757 Washington St, Oregon City, OR 97045).

- No features related to potential environmental concerns were observed on the west and northwest adjoining property.

Northwest Adjoining Right-of-Way Property

The adjoining property to the southwest was observed to be **rail road tracks right-of-way** (No Situs). along the northwest boundary,

- No features related to potential environmental concerns were observed on the northwest adjoining property.
- **Note:** the large ballast rocks used for the base of the rail road tracks may be a preferential migration pathway or conduit for stormwater water runoff.

North-Northeast Adjoining Property

The adjoining property to the north-northeast was observed to be the “Metro South Transfer Station” with a small pond.

- No features related to potential environmental concerns were observed on the north-northeast adjoining property

Northeast Adjoining Right-of-Way Property

The adjoining property to the northeast was observed to be a gravel access road right-of-way (No Situs). The flush-mount monuments of several groundwater and soil gas monitoring wells were observed along the gravel access road right-of-way. The

approximate locations of these groundwater and soil gas monitoring wells are presented in Figure 6.

- The presence of these groundwater and soil gas monitoring wells along the gravel access road right-of-way **does represent a potential REC** for the Subject Property.

East Adjoining Property

The adjoining property to the east was observed to be the “Trails End Golf Center” (1107 Abernathy Rd, Oregon City, OR 97045).

- No features related to potential environmental concerns were observed on the east adjoining property.
- **Note:** the “Trails End Golf Center” (1107 Abernathy Rd, Oregon City, OR 97045) property is part of the former Rossman’s Landfill site (ECSI: 674), and is the former Rossman’s Landfill site **does represent a potential REC** for the Subject Property.

Southeast Adjoining Property

The adjoining property to the southeast was observed to be a vacant lot (1810 Washington St, Oregon City, OR 97045).

- No features related to potential environmental concerns were observed on the northeast adjoining property

Southeast Adjoining Property

The adjoining property to the southeast was observed to be the “Stark Steet Lawn and Garden Oregon City” store (1780 Washington St, Oregon City, OR 97045).

- No features related to potential environmental concerns were observed on the southeast adjoining property

The boundaries of the Subject Property and surrounding neighbors are presented on Figure 2. The locations and descriptions of the Subject Property and adjoining property features are presented on Figure 3. The locations and descriptions of the site features are

presented on Figure 5 and Figure 6. The site reconnaissance photographic logs of select site features related to the Subject Property were included in Appendix P.

9.3 Non-ASTM Findings

9.3.1 Asbestos

For buildings constructed prior to 1981, the Code of Federal Regulations (29 CFR 1926.1101 and 29 CFR 1910.1001) defined presumed asbestos-containing material (PACM) as:

1. Thermal System Insulation (TSI), such as boiler insulation, pipe lagging, fireproofing; and
2. Surfacing Materials, such as acoustical ceilings.

Building owners/employers are responsible for locating the presence and quantity of PACM. Building Owners/employers could evaluate installed material as PACM by either having an inspection in accordance with Asbestos Hazard Emergency Response Act (AHERA) (40 CFR Part 763, Subpart E) or by hiring an accredited inspector to collect and test bulk samples of the suspect material. No obvious PACMs were observed on the Subject Property during the site reconnaissance. A formal survey for ACMs was not performed as part of this ESA.

No indications for the presence of PACM were observed on the Subject Property during the site reconnaissance.

9.3.2 Lead Based Paint

Lead-based paint (LBP) was defined as any paint, varnish, stain, or other applied coating that has $\geq 1 \text{ mg/cm}^2$ (5,000 $\mu\text{g/g}$ or 5,000 ppm) or more of lead by federal guidelines. State and local definitions of LBP may differ from the federal definitions in amounts ranging from 0.5 mg/cm^2 to 2.0 mg/cm^2 . Section 1017 of the Housing and Urban Development (HUD) Guidelines, Residential Lead-Based Paint Hazard Reduction Act of 1992, otherwise known as "Title X", defined a LBP hazard as "any condition that causes exposure to lead that would result in adverse human health effects" resulting from lead-contaminated dust, bare, lead-contaminated soil, and/or lead-contaminated paint that was deteriorated or present on accessible, friction, or impact surfaces. Therefore, under Title X, intact lead-based paint on most walls and ceilings would not be considered a "hazard", although the

paint should be maintained and its condition monitored to ensure that it does not deteriorate and become a hazard. Additionally, Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. Most private housing, public housing, federally owned or subsidized housing was affected by this rule.

Lead-containing paint (LCP) was defined as any paint with any detectable amount of lead present in it. It was important to note that LCP may create a lead hazard when being removed. The condition of these materials must be monitored when they are being disturbed. In the event LCP is subject to abrading, sanding, torching and/or cutting during demolition or renovation activities, there may be regulatory issues that must be addressed.

The information below is for general informational purposes only and does not constitute a lead hazard evaluation. In addition, the information was not intended to comply with federal, state or local regulations in regards to lead-containing paints.

In buildings constructed after 1978, it is unlikely that LBP was present. Actual material samples would need to be collected or an XRF survey performed in order to determine if LBP was present. It should be noted that construction activities that disturb materials or paints containing *any amount* of lead may be subject to certain requirements of the OSHA lead standard contained in 29 CFR 1910.1025 and 1926.62.

No indications for the presence of LBP were observed on the Subject Property during the site reconnaissance.

9.3.3 Mold

EW observed the Subject Property to identify if there was any significant presence of mold. No indications of mold were observed on the Subject Property during the site reconnaissance.

This activity was not designed to discover all areas which may be affected by mold growth on the Subject Property. Rather, it was intended to give the Client an indication if significant mold growth (based on observed areas) was present at the Subject Property.

No indications of significant mold growth were observed.

9.3.4 Radon

Radon is a colorless, tasteless radioactive gas with an EPA-specified action level of 4.0 picocuries per liter of air (pCi/L). Radon gas has a very short half-life of 3.8 days. The health risk potential of radon is associated with its rate of accumulation within confined areas, particularly confined areas near or in the ground, such as basements, where vapors can readily transfer to indoor air from the ground through foundation cracks or other pathways. Large, adequately ventilated rooms generally present limited risk for radon exposure.

According to radon information obtained from the Oregon Health Authority (<https://www.oregon.gov/oha/ph/healthyenvironments/healthyneighborhoods/radongas/pages/zipcode.aspx>), the Subject Property was located within an area with “Moderate” risk.

9.3.5 PCB Evaluation

Some older electrical transformers, capacitors, generators, lifts, and elevators may contain PCB fluid. PCBs are recognized as a toxic substance by the EPA under the Toxic Substance Control Act. Any transformer containing PCBs at a concentration of 500 ppm or greater were subject to violations. Leakage from PCB-containing equipment would represent an environmental concern.

During the site reconnaissance, no pole-mounted transformers or other features potentially related to PCBs were observed on the Subject Property.

9.3.6 Per- and Poly-Fluoroalkyl Substances (PFAS)

According to the US EPA, “Per- and Polyfluoroalkyl Substances (PFAS) are a group of manufactured chemicals that have been used in industry and consumer products since the 1940s because of their useful properties. There are thousands of different PFAS, some of which have been more widely used and studied than others. Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS), for example, are two of the most widely used and studied chemicals in the PFAS group. PFOA and PFOS have been replaced in the United States with other PFAS in recent years. One common characteristic of concern of PFAS is that many break down very slowly and can build up in people, animals, and the environment over time.

PFOS/PFAS have been known to be used in various products such as firefighting suppressant, nonstick cookware, waterproof material, and metal finishing. Based upon the current and historical use of the Subject Property, the Subject Property is not expected to have been impacted by PFAS; and PFAS were not identified as contaminants of concern in previous environmental assessments for the Subject Property.

10.0 FINDINGS, CONCLUSIONS, OPINIONS, AND RECOMMENDATIONS

EW performed a Phase I ESA for the for the “Mixed Use Downtown (MUD)” zoned Subject Property located at 1799 Washington Street in Oregon City, Clackamas County, Oregon (State Identification: 22E29 01402), at the request of the owner and the owner representative of the Subject Property (City of Oregon City, and City of Oregon City | Department of Economic Development - Mr. James N. Graham, CEcD).

The Phase I ESA was conducted in conformance with the scope and limitations of the ASTM Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process, E1527-13 and E1527-21, and the standard of “all appropriate inquiry” under the Oregon Revised Statutes (ORS) § 465.255(6), and 40 CFR Part 312 Standard Practices or All Appropriate Inquiries. Any exception to, or deletions from, this practice were described in Section 12.3 of this report.

The findings, opinions, and recommendations are presented in Section 1.5 of this report.

11.0 STATEMENT AND SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312.10 and I have the specific qualifications based on education, training, and experience to assess the nature, history and setting of the Subject Property. My environmental professional qualifications are presented in Appendix Q. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Jin Park, R.G., L.H.G
Geologist | Hydrogeologist
RG ID: G1861



EXPIRES: 12/31/23

Date: December 13, 2023

12.0 LIMITATIONS

12.1 Standard of Care

This Phase I ESA was performed in accordance with generally accepted practices of this profession, undertaken in similar studies at the same time and in the same geographical area. We have endeavored to meet this standard of care, but may be limited by conditions encountered during performance, a Client-driven scope of work, or inability to review information not received by the report date. Where appropriate, these limitations are discussed in the text of the report, and an evaluation of their significance with respect to our findings has been conducted. Phase I ESAs, such as the one performed on the Subject Property, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records may not have been reviewed. It should be recognized that environmental concerns may be documented in public records that were not reviewed. No ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with the Subject Property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs. No warranties, express or implied, are intended or made. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the Subject Property or otherwise uses the report for any other purpose. These risks may be further evaluated, but not eliminated through additional research or assessment. We will, upon request, advise you of additional research or assessment options that may be available and associated costs.

12.2 Limitations and Exceptions

The condition of the Subject Property, as well as local, state, tribal and federal regulations can change significantly over time. Therefore, the findings, conclusions, and recommendations presented as a result of this study apply strictly to the environmental regulations and property conditions existing at the time the study was performed. Available information has been analyzed using currently accepted assessment techniques and it is believed that the inferences made are reasonably representative of the Subject Property. EW makes no warranty, expressed or implied, except that the services have been

performed in accordance with generally accepted environmental property assessment practices applicable at the time and location of the study.

Considerations identified by ASTM as beyond the scope of a Phase I ESA that may affect business environmental risk at a given property include the following: asbestos-containing materials, radon, lead-based paint, mold, PFAS, and vapor encroachment. These environmental issues or conditions may warrant assessment based on the type of the property transaction; however, they are considered non-scope issues under ASTM Standard Practice E1527-21.

Regardless, the purpose of this assessment is solely to satisfy one of the requirements for qualification of the innocent landowner defense, contiguous property owner or bona fide prospective purchaser under the CERCLA. ASTM Standard Practice E1527-21 and the EPA Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) constitute the “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined in:

- 42 U.S.C § 9601(35) (B), referenced in the ASTM Standard Practice E1527-21.
- Sections 101(35)(B) (ii) and (iii) of CERCLA and referenced in the EPA Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).
- 42 U.S.C. 9601(40) and 42 U.S.C. 9607(q).

The Phase I ESA is not, and should not be construed as a warranty or guarantee about the presence or absence of environmental contaminants that may affect the property. Neither is the assessment intended to assure clear title to the property in question. The sole purpose of the assessment into property title records is to ascertain a historical basis of prior land use. All findings, conclusions, and recommendations stated in this report are based upon facts, circumstances, and industry-accepted procedures for such services as they existed at the time this report was prepared (e.g. federal, state, and local laws, rules, regulations, market conditions, economic conditions, political climate, and other applicable matters). All findings, conclusions, and recommendations stated in this report are based on the data and information provided, and observations and conditions that existed on the date and time of the property visit.

Responses received from local, state, or federal agencies or other secondary sources of information after the issuance of this report may change certain facts, circumstances, findings, or conclusions to the report. A change in any fact, circumstance, or industry-accepted procedure upon which this report was based may adversely affect the findings, conclusions, and recommendations expressed in this report.

12.3 Significant Assumptions and Data Gaps

Based upon the agreed-on scope of services, this ESA did not include subsurface or other invasive assessments, business environmental risk evaluations, or other services not particularly identified and discussed herein, including a complete evaluation of vapor encroachment conditions. Pertinent documents are referred to in the text of this report, and copies of select documents are included as Appendices. Reasonable attempts were made to obtain information within the scope and time constraints set forth by the Client; however, in some instances, information requested is not, or was not, received by the issuance date of the report.

Information obtained for this ESA was received from several sources that we believe to be reliable; nonetheless, the authenticity or reliability of these sources cannot and is not warranted hereunder. An evaluation of the significance of these limitations and missing information with respect to our findings has been conducted, and where appropriate, significant data gaps are identified and discussed in the text of the report. However, it should be recognized that an evaluation of significant data gaps is based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our conclusions, recommendations, or opinions. We have no obligation to provide information obtained or discovered by us after the issuance date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the Client. This report represents our service to you as of the report date and constitutes our final document; its text may not be altered after final issuance. Findings in this report are based upon the site's current utilization, information derived from the most recent site reconnaissance, and from other activities described herein. Such information is subject to change. Certain indicators of the presence

of hazardous substances or petroleum products may have been latent, inaccessible, unobservable, or not present during the most recent reconnaissance and may subsequently become observable (such as after site renovation or development). Further, these services are not to be construed as legal interpretation or advice.

13.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

Jin Park, R.G., L.H.G

Geologist | Hydrogeologist

Oregon Registered Geologist ID: G1861

Mr. Park has practiced environmental science, geology and hydrogeology throughout Oregon and Washington for over 25 years. He has managed a wide range of projects including Phase I ESAs, Phase II Site Characterizations, and Phase III Remedial Actions, Environmental Risk Assessments, Beneficial Water Use Evaluations, Groundwater Investigations, and more. Mr. Park's environmental professional qualifications are presented in Appendix Q.

14.0 REFERENCES

ASTM International, Designation: E 1527-13 and E 1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, 2013 and 2021.

ASTM International, Designation: E 2600-15, Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, 2010.

City of Portland, Information Clearinghouse, www.Portlandmaps.com.

City of Oregon City, Public Works, 100-Year Flood Map Information.

City of Oregon City, Parcel Property Information Database.

Clackamas County, Parcel Property Information Database, www.clackamas.us/cmap.

FEMA, Flood Map Service Center, Flood Map Boundary, www.msc.fema.gov/portal/search?AddressQuery.

GoogleEarth.com, historic aerial photographs.

GoogleEarth.com, Surface Elevation Profile Feature,

Google Maps, Road Maps and Street View Information, <https://www.google.com/maps>.

Multnomah County Tax Assessor's Office, Property ownership information.

Oregon Department of Environmental Quality, state regulatory lists and files.

Oregon Department of Environmental Quality, ECSI files.

Oregon Department of Environmental Quality, LUST files.

Oregon Department of Environmental Quality, Public Records Request files.

Oregon Department of Environmental Quality, UST files.

Oregon Department of Water Resources Online Well Log Database: <http://apps.wrd.state.or.us>.

Oregon Health Authority, Drug Lab Properties:
www.oregon.gov/BCD/jurisdictions/Pages/drug-labs.

Oregon Health Authority, Radon Gas:
www.oregon.gov/oha/ph/healthyenvironments/healthyneighborhoods/radongas.

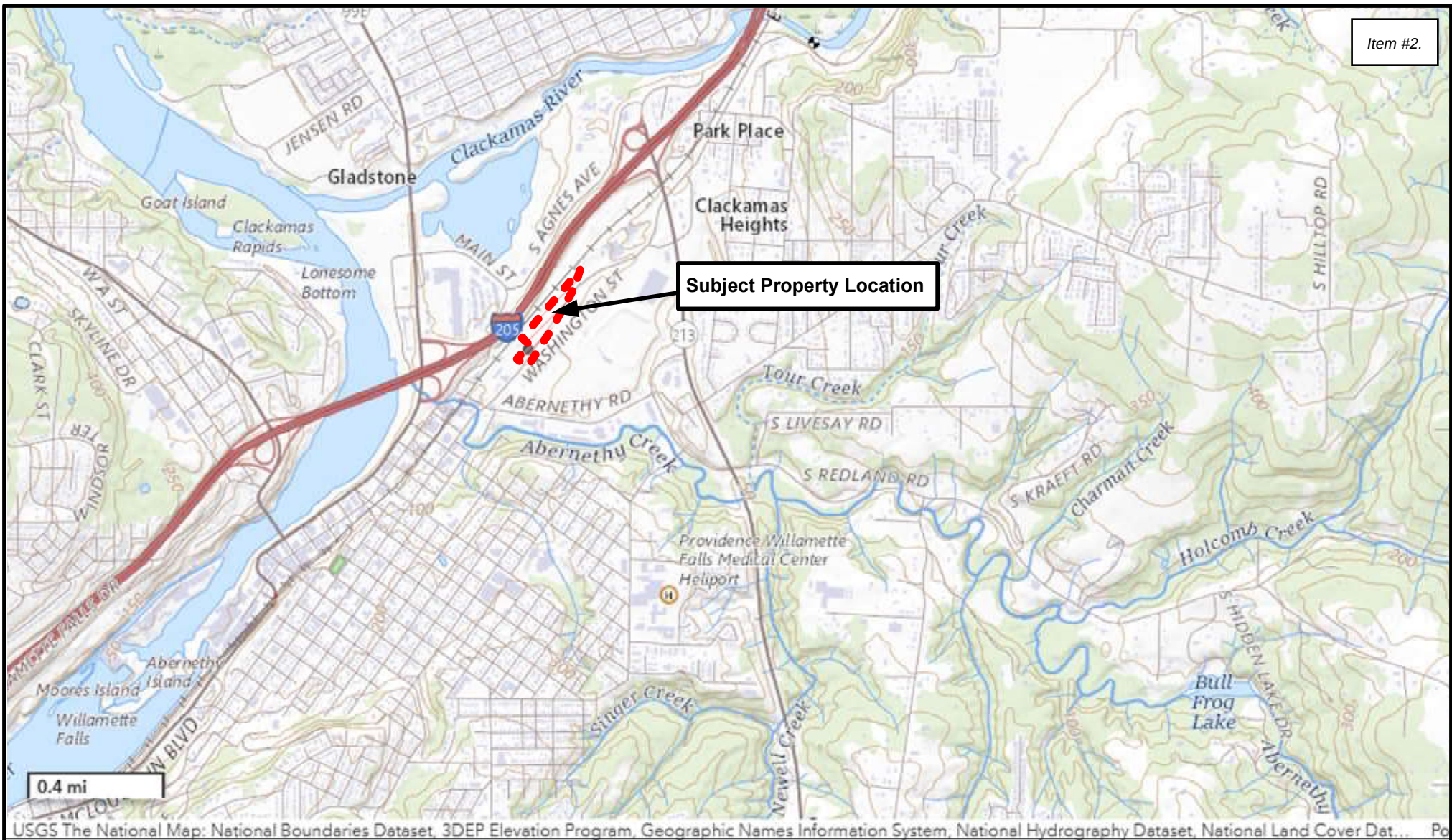
Oregon Office of State Fire Marshal, Hazardous Incident Database,
www.oregon.gov/osp/programs/sfm/Pages/Hazardous-Incident-Database.

OregonLive, The Oregonian, On-line News Articles Archive,
<https://oregonlive.newsbank.com/>.

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<http://websoilsurvey.nrcs.usda.gov>

USGS, Topographic Map, Oregon City Quadrangle, Oregon, 7.5-Minute Series, 2020.

Walker, G. W. and McLeod, N. S., 1991, Geologic Map of Oregon: U.S. Geological Survey; reviewed November 2022 on Google Earth with geologic unit overlay.



U.S. Geological Survey, topoBuilder Application v: 1.4

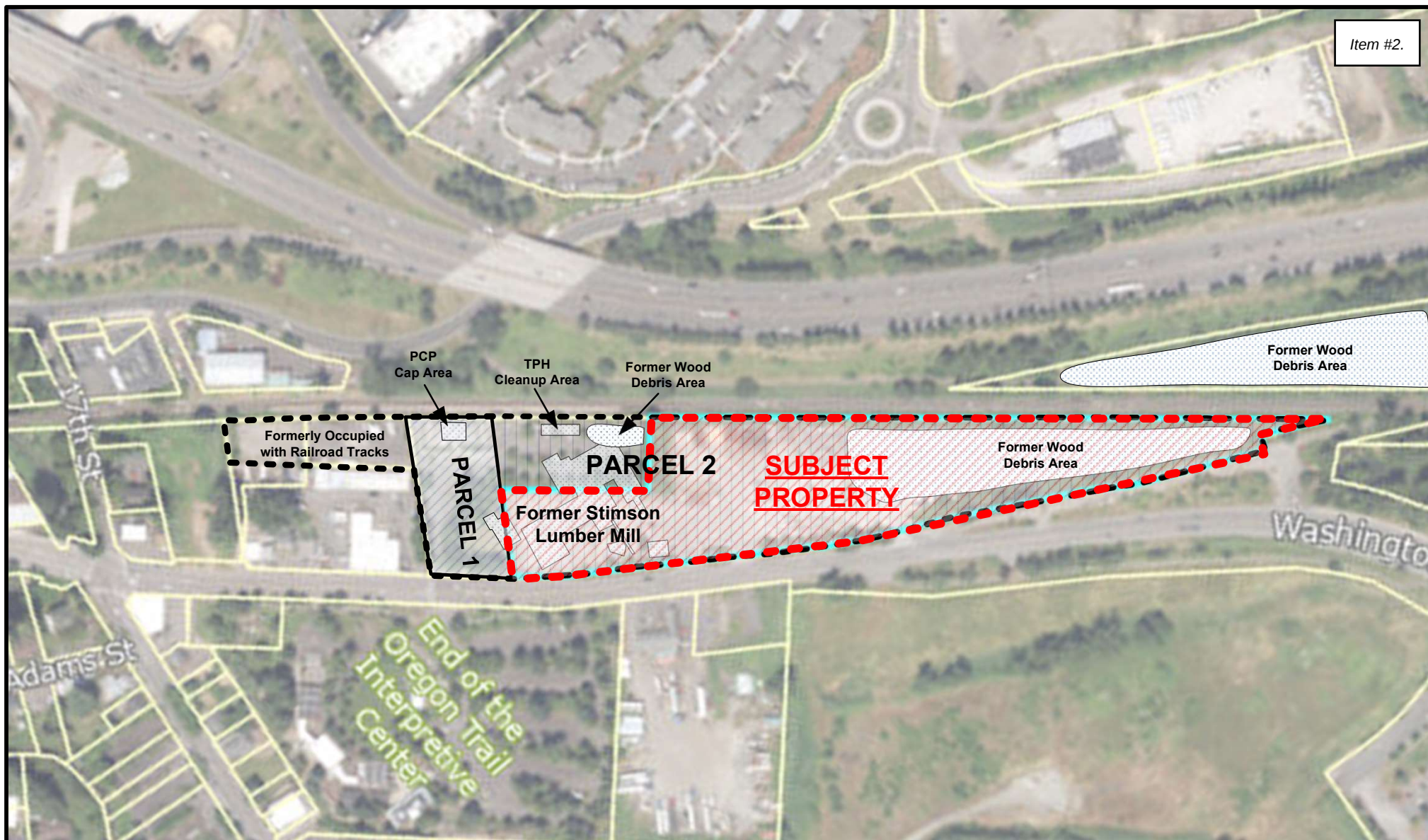
Note: All Locations and Scale are Approximate

0 0.4
MILES

**FIGURE 1: SUBJECT PROPERTY LOCATION**

22820 NE Sandy Blvd
Fairview, OR 97024

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
1799 WASHINGTON ST (STATE ID: 22E29 01402)
aka 1795 WASHINGTON ST
NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
OREGON CITY, OR 97045



PCP = Pentachlorophenol (Log Stain Inhibitor - Dip Tank and Spray Area)
 TPH = Total Petroleum Hydrocarbons (Drum Storage Area)

Aerial Photograph Extracted from PortlandMap Parcel Property
 Information Database, www.portlandmaps.com

Note: All Locations and Scale are Approximate

0 300
 FEET



FIGURE 3: SUBJECT PROPERTY – NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY INCLUDING PARCEL 1 AND PARCEL 2

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

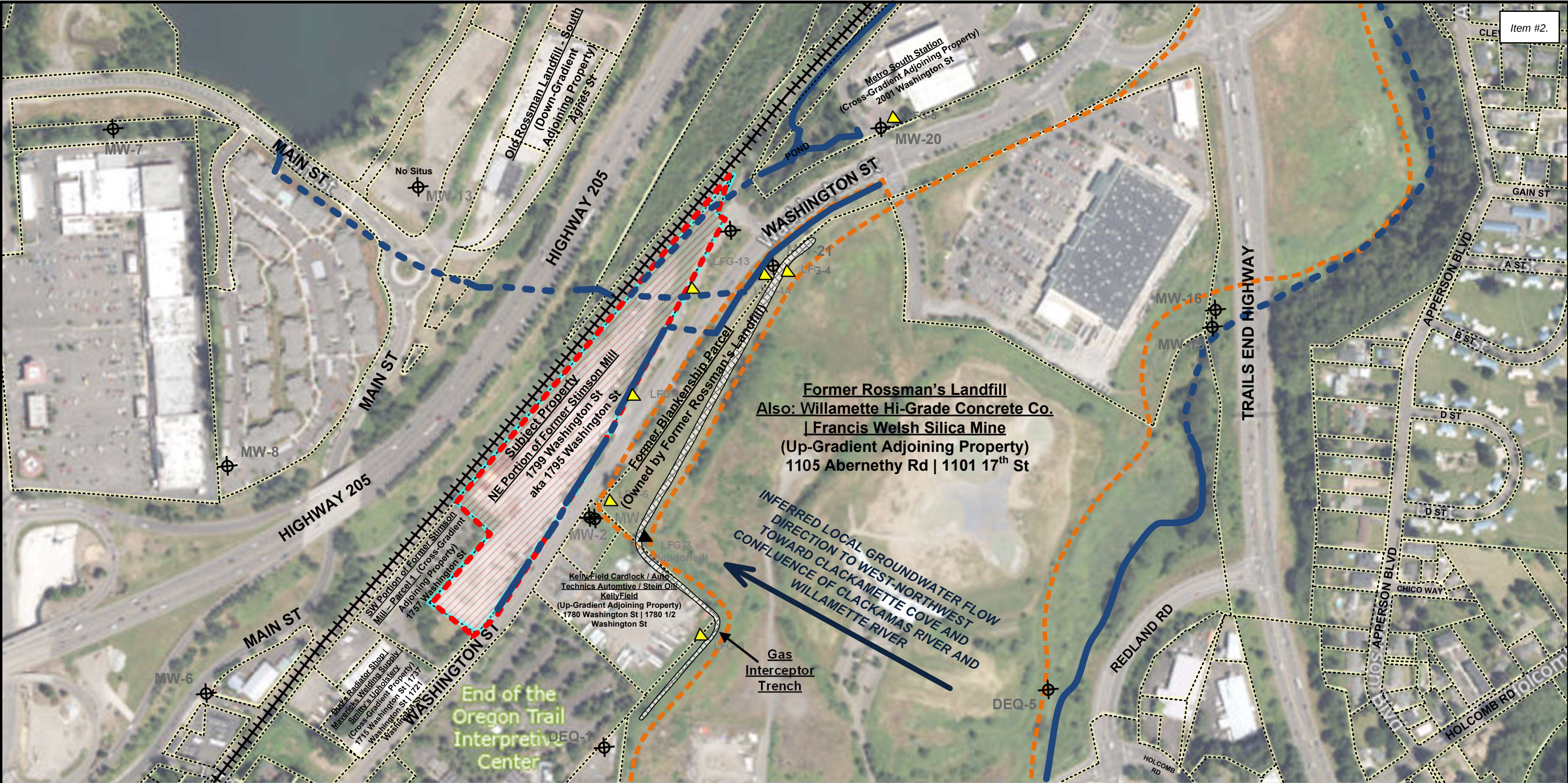
1799 WASHINGTON ST (STATE ID: 22E29 01402)

aka 1795 WASHINGTON ST

NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
 OREGON CITY, OR 97045



22820 NE Sandy Blvd
 Fairview, OR 97024



Aerial Photograph Extracted from PortlandMap Parcel Property Information Database, www.portlandmaps.com

Groundwater Monitoring Well

Soil Gas Monitoring Well

Abandoned Soil Gas Monitoring Well

Drainage Ditch

Buried Drainage Culvert

Former Rossman's Landfill

Note: All Locations and Scale are Approximate

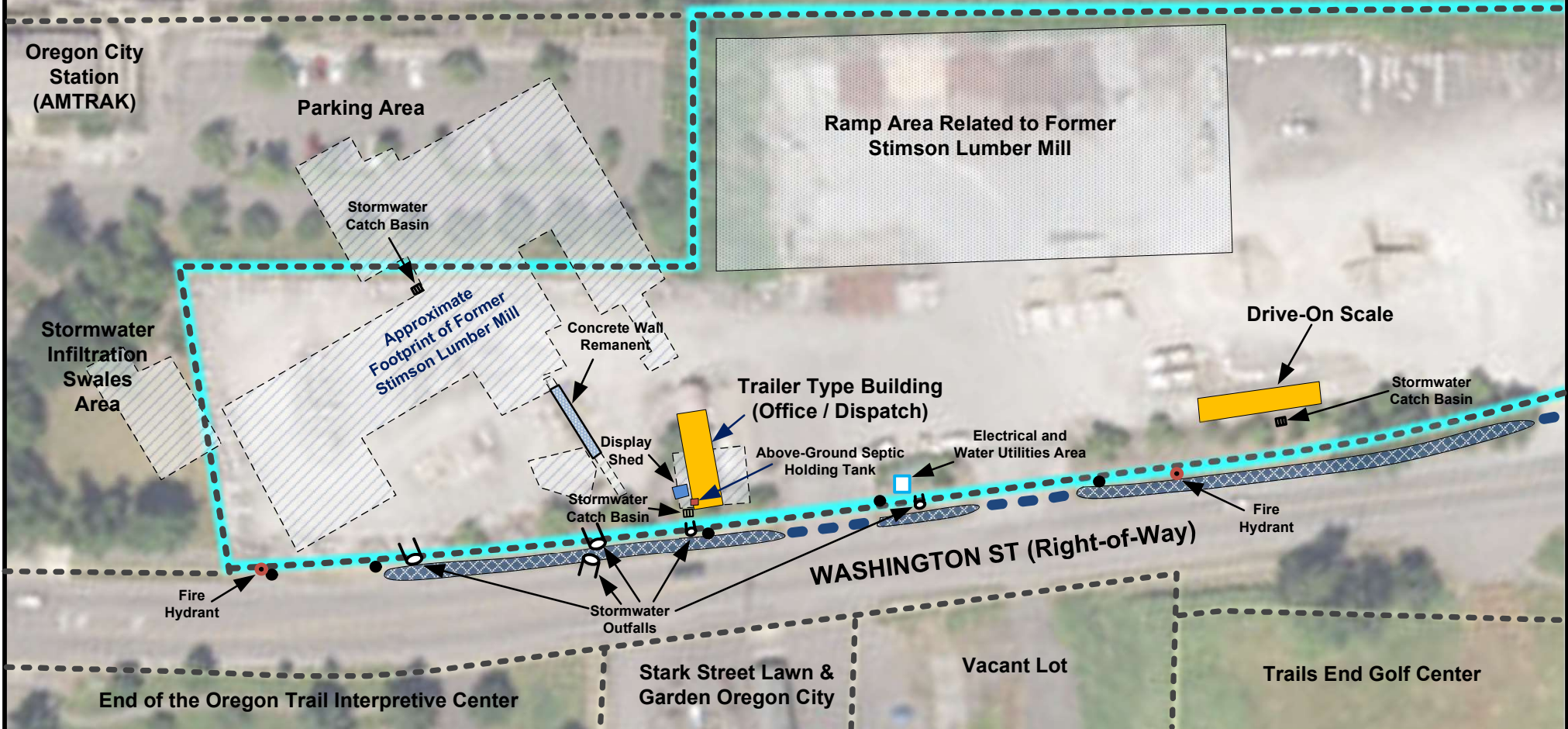
0

300

FEET

FIGURE 4: SUBJECT PROPERTY AND FORMER ROSSMAN'S LANDFILL LOCATION

Railroad Track (Right-of-Way)



-  Storm Water - Drainage Ditch
-  Storm Water - Buried Drainage Culvert
-  Stormwater - Outfalls
-  Stormwater - Catch Basins

-  Property Boundaries
-  Railroad Track

-  Power Poles (with No Transformers)
-  Fire Hydrant



Aerial Photograph Extracted from PortlandMap Parcel
Property Information Database, www.portlandmaps.com

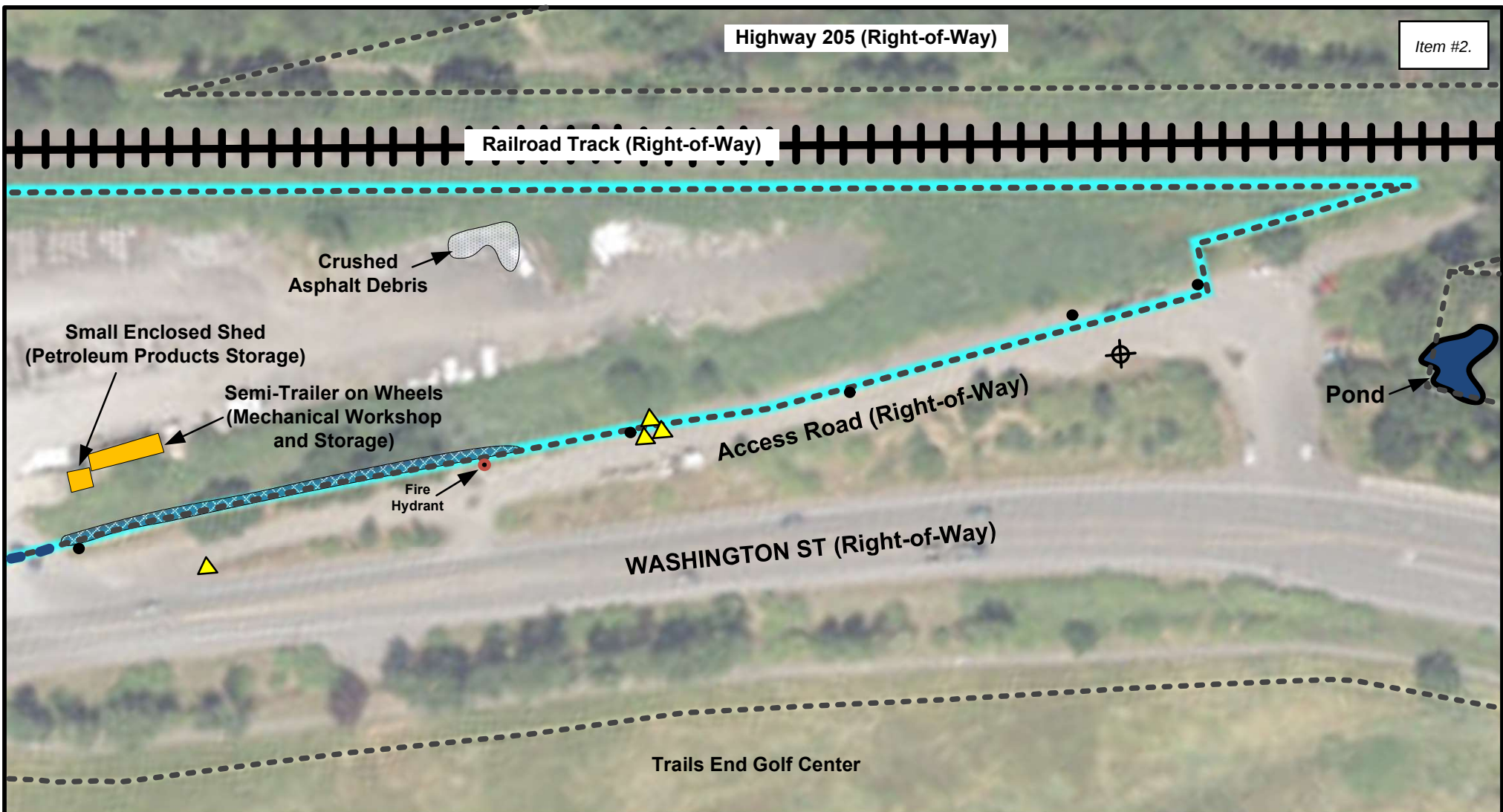
Note: All Locations and Scale are Approximate



22820 NE Sandy Blvd
Fairview, OR 97024

FIGURE 5: SITE FEATURES - SOUTHWEST PORTION OF SUBJECT PROPERTY

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
1799 WASHINGTON ST (STATE ID: 22E29 01402)
aka 1795 WASHINGTON ST
NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
OREGON CITY, OR 97045



Item #2.

Highway 205 (Right-of-Way)

Railroad Track (Right-of-Way)

Crushed
Asphalt Debris

Small Enclosed Shed
(Petroleum Products Storage)

Semi-Trailer on Wheels
(Mechanical Workshop
and Storage)

Fire
Hydrant

Access Road (Right-of-Way)

Pond

WASHINGTON ST (Right-of-Way)

Trails End Golf Center



Storm Water - Drainage Ditch



Storm Water - Buried Drainage Culvert



Groundwater Monitoring Well



Soil Gas Monitoring Well



Property Boundaries



Railroad Track



Power Poles (with No Transformers)



Fire Hydrant



Aerial Photograph Extracted from PortlandMap Parcel
Property Information Database, www.portlandmaps.com

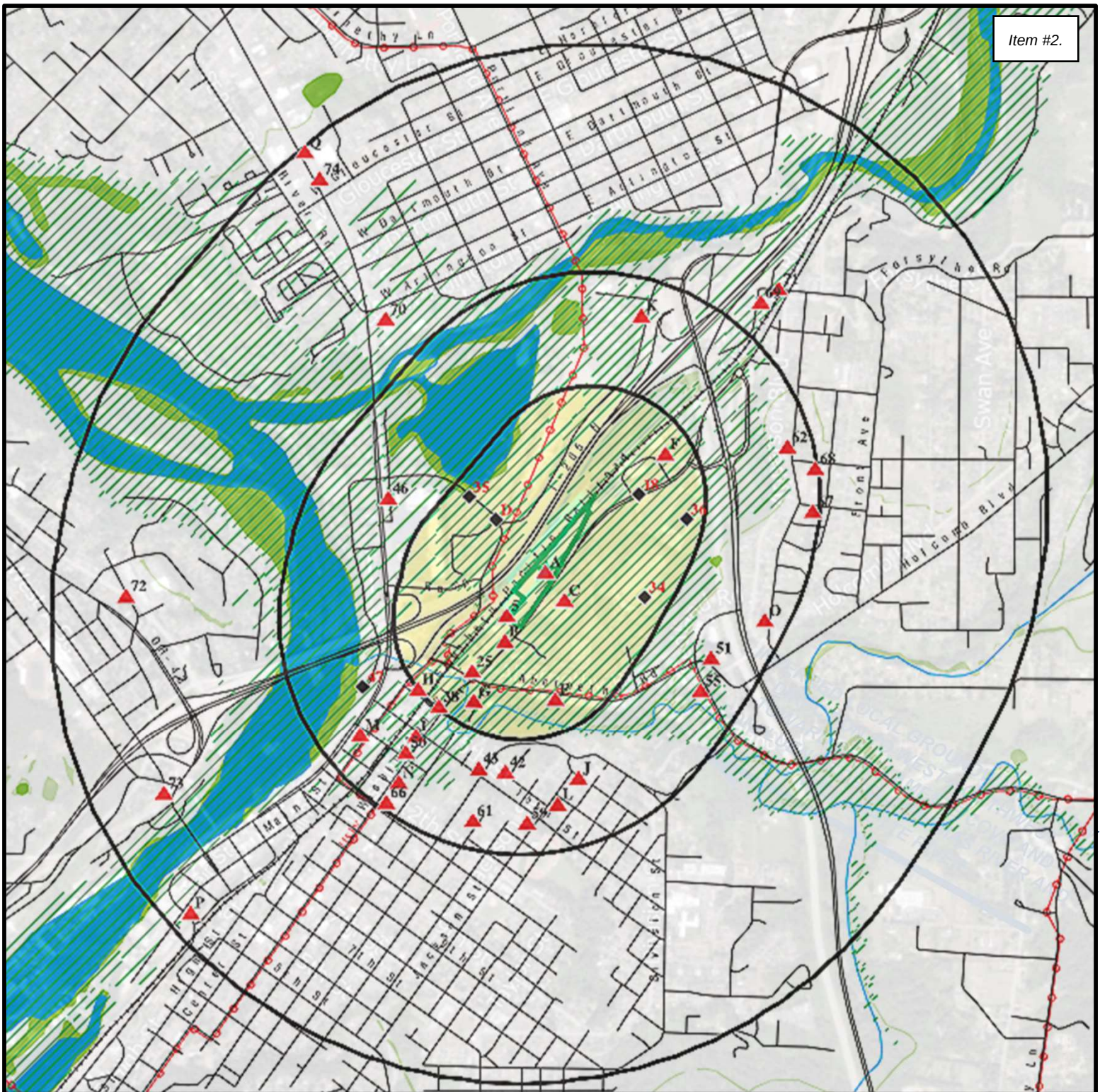
Note: All Locations and Scale are Approximate



22820 NE Sandy Blvd
Fairview, OR 97024

FIGURE 6: SITE FEATURES - NORTHEAST PORTION OF SUBJECT PROPERTY

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
1799 WASHINGTON ST (STATE ID: 22E29 01402)
aka 1795 WASHINGTON ST
NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
OREGON CITY, OR 97045



EDR Listed Sites Identified for Review were
Presented in the EDR SUMMARY RADIUS MAP
REPORT: OVERVIEW MAP – 7460573.2S
(Appendix N - Page 21)

Aerial Photograph Extracted from PortlandMap Parcel Property
Information Database, www.portlandmaps.com

Note: All Locations and Scale are Approximate

0 0.2
Mile



FIGURE 7: EDR LISTED SITES IDENTIFIED FOR REVIEW
(EDR Radius Map Report presented in Appendix N)



22820 NE Sandy Blvd
Fairview, OR 97024

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
1799 WASHINGTON ST (STATE ID: 22E29 01402)
aka 1795 WASHINGTON ST
NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
OREGON CITY, OR 97045

Aerial Views of the Subject Property and Neighboring Properties – PortlandMaps.com
Used as the Base Map for the Site Reconnaissance



Photo 1-A: Aerial View of the Subject Property
Used as Base Map for Site Reconnaissance..



Photo 1-B: Aerial View of the Subject
Property and Neighboring Properties.



22820 NE Sandy Blvd
Fairview, OR 97024

APPENDIX Q: SITE RECONNAISSANCE - PHOTO LOG 1 OF 5

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
 1799 WASHINGTON ST (STATE ID: 22E29 01402)
 aka 1795 WASHINGTON ST
 NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
 OREGON CITY, OR 97045

Site Features – Log 2 of 5

Item #2.



Photo 2-A: Aerial View of **Ramp** on the Subject Property Provided by Occupant.



Photo 2-B: View of Southeast Side of **Ramp** with Steel Retaining Walls.



Photo 2-C: View from Top of **Ramp** Center looking Northeast onto the Subject Property Yard.



Photo 2-D: **Mobile Trailer Type Building** Used as an Office on the Subject Property.



Photo 2-E: Small Maintenance **Supply Shed** (Petroleum Products Storage).



Photo 2-F: **Semi-Trailer on Wheels** Used as a General Mechanics Shop and Storage.



22820 NE Sandy Blvd
Fairview, OR 97024

APPENDIX Q: SITE RECONNAISSANCE - PHOTO LOG 2 OF 5

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
1799 WASHINGTON ST (STATE ID: 22E29 01402)
aka 1795 WASHINGTON ST
NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
OREGON CITY, OR 97045

Site Features – Log 3 of 5

Item #2.



Photo 3-A: Mobile Trailer Type Building on Subject Property.



Photo 3-B: Mobile Trailer Type Building on Subject Property.



Photo 3-C: Mobile Trailer Type Building and Display Shed on Subject Property.



Photo 3-D: Interior Office Space on the Subject Property.



Photo 3-E: SW Catch Basin and Septic Holding Tank (blue).



Photo 3-F: Below Mobile Trailer Type Building on Subject Property.



22820 NE Sandy Blvd
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APPENDIX Q: SITE RECONNAISSANCE - PHOTO LOG 3 OF 5

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
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OREGON CITY, OR 97045

Page 157

3
JCP

Site Features – Log 4 of 5

Item #2.



Photo 4-A: Maintenance Supply Shed on Subject Property.



Photo 4-B: Enclosed Base of Maintenance Supply Shed on Subject Property.



Photo 4-C: Petroleum Products inside Maintenance Supply Shed on Subject Property.



Photo 4-D: Petroleum Products inside Maintenance Supply Shed on Subject Property.



Photo 4-E: Semi-Trailer on Wheels Used as a General Mechanical Work Shop.



Photo 4-F: Chemicals inside the Semi-Trailer on Wheels Used as a General Mechanical Work Shop.



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APPENDIX Q: SITE RECONNAISSANCE - PHOTO LOG 4 OF 5

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
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OREGON CITY, OR 97045

Page 158

3
icp

Site Features – Log 5 of 5

Item #2.



Photo 5-A: Stormwater Swales on Southwest Adjoining Property.



Photo 5-B: Stormwater Ditch Along Washington St on Subject Property.



Photo 5-C: Outfall into Ditch Along Washington St on Subject Property.



Photo 5-D: Stormwater Ditch Along Washington St on Subject Property.



Photo 5-E: Flush Mount Monument for Soil Gas Samples Monitoring Wells Along Gravel Access Road Right-of Way.



Photo 5-F: Flush Mount Monument for Groundwater Samples Monitoring Well Along Gravel Access Road Right-of Way.



22820 NE Sandy Blvd
Fairview, OR 97024

APPENDIX Q: SITE RECONNAISSANCE - PHOTO LOG 5 OF 5

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
1799 WASHINGTON ST (STATE ID: 22E29 01402)
aka 1795 WASHINGTON ST
NE PORTION OF FORMER STIMSON LUMBER MILL PROPERTY – PARCEL 2
OREGON CITY, OR 97045



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 12/20/2023

SUBJECT:

Personal Services Agreement with NV5 for the 1795 Washington Street Geotechnical Site Analysis (PS 23-018)

STAFF RECOMMENDATION:

The Urban Renewal Commission approves the Personal Services Agreement (PSA) and authorizes the City Manager to execute the PSA with GeoDesign, Inc. dba NV5 (NV5).

EXECUTIVE SUMMARY:

The attached draft PSA is for geotechnical site analysis and report preparation, for 1795 Washington Street (PS 23-018) to be performed by NV5 in the amount of \$31,150. NV5 will research and provide findings of past uses on this site, drill into the soil, and perform soil analysis. NV5 will prepare a report stating the existing conditions to then be used by the Urban Renewal Agency (URA) for consideration with future development proposals.

BACKGROUND:

In September 2023, the City Manager requested Public Works Engineering Division's assistance in producing a report on the current site conditions at this site. Geotechnical Engineering firms on the City's list of approved consultants were contacted and requested to provide a scope and fee for research of past uses, analysis of site soils, and preparation of a report detailing the existing conditions.

Following city and state procurement standards, an informal request for proposals was sent out to four (4) geotechnical consultants. On December 11th, 2023, four proposals were submitted and reviewed by staff. The review resulted in staff selecting NV5 to perform the work. The list of firms and their fees are listed below.

- | | |
|-------------------|----------|
| • NV5 | \$31,150 |
| • Pali Consulting | \$34,960 |
| • GRI | \$45,300 |

- Shannon & Wilson \$54,869

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

The site is currently rented to Clackamas Landscape Supply.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$31,150

FY(s): 2023/24

Funding Source(s): Urban Renewal Agency

ATTACHMENTS:

Personal Services Agreement

Exhibit A – Scope of Work

Exhibit B – URC Standard Conditions

Site Map

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

1795 WASHINGTON STREET (PS 23-018)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY URBAN RENEWAL COMMISSION ("URC") and **GEODESIGN, INC DBA NV5 (NV5)** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

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

2. Compensation. URC agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed thirty-one thousand one hundred-fifty dollars (\$31,150).

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

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

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

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

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

To the URC:

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

To Consultant:

GeoDesign, Inc. dba NV5
1795 Washington Street Property
Oregon City, OR 97045
Attention: John C. Hook, R.G.

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

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

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

CITY OF OREGON CITY URBAN RENEWAL
COMMISSION

GeoDesign, Inc. dba NV5

By: _____

By: _____

Name: Anthony J. Konkol III

Name: _____

Title: Executive Director

Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

ORIGINAL URBAN RENEWAL COMMISSION
APPROVAL (IF APPLICABLE):

By: _____
City Attorney

DATE: _____

October 20, 2023

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

Attention: John M. Burrell

Proposal
Geotechnical Engineering Services
1795 Washington Street Property
Oregon City, Oregon
Project: OregonCity-34-01

INTRODUCTION

GeoDesign, Inc. dba NV5 (NV5) is pleased to submit this proposal to provide geotechnical engineering services for the 1795 Washington Street property. The property is owned by the City of Oregon City (City), and is currently leased to Clackamas Landscape Supply Inc. The site is on the west edge of the historical Rossman Landfill and approximately 6.8 acres in size. The site is bounded by the Union Pacific Railroad mainline to the west and Washington Street to the east.

BACKGROUND

We understand that the City wishes to undertake a general geotechnical evaluation as part of marketing efforts for eventual sale of the property. At the request of the City, the proposed evaluation will also extend into the public right-of-way at the north boundary of the property. Portions of the site were previously used for lumber processing and storage, and wood debris or other deleterious undocumented fill may be present on site. Based on historical maps, no portion of the adjacent Rossman Landfill extends beneath the site.

SCOPE OF SERVICES

The purpose of our scope is to provide general geotechnical engineering recommendations for use in the sale and marketing of the property. Specifically, we propose the following scope of services:

- Review published geotechnical data and our in-house files for existing information on subsurface conditions in the site vicinity.
- Coordinate and manage the field explorations, including utility locates and scheduling contractors and NV5 staff.
- Conduct a subsurface exploration program consisting of up to five borings drilled to depths of up to 50 feet below ground surface, or to practical refusal if encountered shallower.
- Maintain a continuous log of the explorations and collect soil samples at representative intervals.
- Install a single vibrating wire piezometer in one boring to provide groundwater elevation data and information on seasonal groundwater fluctuations at the site.
- Conduct a laboratory testing program. Specific laboratory tests will be selected based on the subsurface conditions encountered. For estimating purposes, we have assumed the following laboratory testing will be performed:
 - Up to 20 moisture content determinations in general accordance with ASTM D2216
 - Up to eight particle-size analyses in general accordance with ASTM D1140 and/or ASTM C117
 - Up to three Atterberg limits tests in general accordance with ASTM D4318
- Provide general recommendations for site preparation and grading, including temporary and permanent slopes, fill placement criteria, suitability of on-site soil for fill, trench excavation and backfill, subgrade preparation, and wet weather construction.
- Provide generalized foundation support recommendations, including preferred foundation type, allowable bearing pressure, lateral resistance parameters, and settlement estimates.
- Provide recommendations for preparation of floor slab subgrade.
- Recommend design criteria for retaining walls, including lateral earth pressures, backfill, compaction, and drainage.
- Provide recommendations for construction of asphalt concrete (AC) pavement for on-site access roads and parking areas, including subbase, base course, and AC paving thickness.
- Evaluate groundwater conditions at the site and provide general recommendations for temporary and permanent dewatering (if required).
- Provide seismic design recommendations in accordance with the procedures outlined in the applicable State of Oregon Structural Specialty Code. We have assumed that a site-specific seismic hazard evaluation will not be required.
- Prepare a geotechnical engineering report that presents our findings, conclusions, and recommendations.

SCHEDULE AND FEE

We can schedule the field exploration upon receiving authorization to proceed. Drilling subcontractors are typically booked within six to eight weeks of authorization. Our geotechnical report can be provided within four weeks after field work is complete. We can provide a verbal summary of our preliminary findings within a week after the field work is complete.

Our services will be provided on a time-and-materials basis for the not-to-exceed total fee indicated below in accordance with the Schedule of Charges and General Terms and Conditions that are attached to and part of this agreement. The following provides a breakdown of our fee estimate.

<u>Item</u>	<u>Fee</u>
NV5	
Field Work and Equipment	\$4,500
Laboratory Testing	2,000
Analysis and Report Preparation	3,550
Project Management	<u>400</u>
Subtotal	\$10,450
Subcontractor	
Private Utility Locator	\$350
Drilling	<u>20,350</u>
Subtotal	\$20,700
Total	\$31,150

Our cost is based on the following assumptions:

- Site accessibility will be arranged by others.
- Field work can be conducted during standard business days and hours (Monday through Friday, 7 a.m. to 5 p.m.).
- Contaminated soil will not be encountered in the explorations.
- Soil cuttings can be left on site.
- Infiltration testing is not required.

Services requested in addition to the preceding scope of services will be billed on a time-and-materials basis.

◆ ◆ ◆

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Please do not hesitate to contact us if you have questions or require additional information. To formally authorize our services, return a signed copy of this agreement.

Sincerely,

NV5

John C. Hook, R.G.
Associate Geologist

Jeffery D. Tucker, P.E., G.E.
Principal Engineer

JCH:JDT:sn

Attachments

One copy submitted

Document ID: OregonCity-34-01-102023-geop.docx

© 2023 NV5. All rights reserved.

The scope of services outlined in this agreement, the fees, and the General Terms and Conditions are hereby accepted and GeoDesign, Inc. dba NV5 is authorized to proceed. This agreement constitutes the entire agreement between the Client and GeoDesign, Inc. dba NV5 and supersedes all prior written or oral understandings. If the client does not sign our proposal, but instead gives us a notice to proceed, then that shall also constitute a contract.

	by	
Organization		Signature*
Date		Printed Name
		Title

*Individual with contracting authority and responsible for payment of NV5's fees.

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 81	Technical Specialist I	\$ 152
Project Assistant/Technical Editor	\$ 95	Technical Specialist II	\$ 168
Senior Project Assistant/Technical Editor	\$ 102	Senior Technical Specialist	\$ 183
Technician I	\$ 87	Project Manager I	\$ 162
Technician II	\$ 100	Project Manager II	\$ 172
Senior Technician	\$ 106	Senior Project Manager	\$ 184
CAD	\$ 106	Associate	\$ 201
Senior CAD Technician	\$ 118	Senior Associate	\$ 214
Staff I	\$ 111	Principal	\$ 235
Staff II	\$ 127	Senior Principal	\$ 245
Staff III	\$ 140		

Equipment	Rate
Air compressor (per day)	\$ 62
Bladder pump (includes generator) (per day)	\$ 129
Brass/stainless steel rings (each)	\$ 12
Cement amending field tool (per day)	\$ 25
Cement scale and pan (per day)	\$ 31
Concrete field equipment (per day)	\$ 31
Core drill (per day)	\$ 248
Crack monitor (each)	\$ 37
Cross-hole sonic logger (CSL) (per half day)	\$ 279
Cross-hole sonic logger (CSL) (per day)	\$ 557
D&M sampling kit (per day)	\$ 25
Data logger (per day)	\$ 13
Data logger (per week)	\$ 47
Data logger (per month)	\$ 118
Data recording for VW Instrument (per day)	\$ 13
Disposable bailers (each)	\$ 17
Double-ring infiltrometer (per day)	\$ 81
Drilled shaft inspection camera (DSIC) (per half day)	\$ 557
Drilled shaft inspection camera (DSIC) (per day)	\$ 1,115
Drilled shaft inspection camera (DSIC) (per week)	\$ 2,106
Drive probe (per day)	\$ 12
Dynamic cone penetrometer (DCP) (per day)	\$ 118
Electric sampling pump (per day)	\$ 32
Falling weight deflectometer (FWD) (per day)	\$ 2,100
Falling weight deflectometer (FWD) with GPR (per day)	\$ 3,586
Field California bearing ratio (CBR) equipment (each)	\$ 273
Field equipment (per day)	\$ 12
Field vane (per day)	\$ 62
Flag tape rolls (each)	\$ 6
Generator (per day)	\$ 62
Global positioning system (GPS) – differential (per day)	\$ 118
Global positioning system (GPS) – hand held (per day)	\$ 35
Ground penetrating radar (GPR) – cart mounted (per day)	\$ 619
Ground penetrating radar (GPR) – truck mounted (per day)	\$ 1,486
Hand auger (per day)	\$ 43
Hydroacoustic monitoring equipment (per day)	\$ 310
Increment borer (timber) (per day)	\$ 59
Laptop computer use (per day)	\$ 19
Mobile laboratory (per month)	\$ 1,260
Nuclear density gauge (per hour)	\$ 12
pH/conductivity/temperature meter (per day)	\$ 52
Pile Driving Analyzer® (PDA) (per day)	\$ 619

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

Equipment	Rate
Pile Integrity Tester (per day)	\$ 248
Post pounder (per day)	\$ 12
Pressure Transducer Data Logger (per day)	\$ 150
Range finder (per day)	\$ 12
Resistivity meter (per day)	\$ 124
Roto-hammer drill (per day)	\$ 93
Roto-hammer drill (per week)	\$ 341
Sand cone field density kit (per day)	\$ 25
Satellite phone (per day)	\$ 25
Saximeter (per day)	\$ 25
Schmidt hammer (per day)	\$ 124
Seismic equipment (per day)	\$ 619
Seismic source (per day)	\$ 248
Shelby tube with caps (each)	\$ 25
Sidewalk closure signage (per day)	\$ 24
Site reconnaissance kit (each)	\$ 25
Slope inclinometer reading (per day)	\$ 180
Soil sample rings (each)	\$ 12
Sondex settlement probe (per week)	\$ 124
Spectral analysis of surface waves (per day)	\$ 1,858
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$ 13 - 62
Thermometer – infrared (per day)	\$ 12
Total Station – survey equipment (per hour)	\$ 62
Transit level and tripod (per day)	\$ 37
Turbidity monitor (per day)	\$ 43
Unmanned aerial vehicle (DGI Mavic 2) (per day)	\$ 525
Unmanned aerial vehicle (Trimble Ux5-HP) (per day)	\$ 1,050
Vehicle (company) usage (full day, plus \$0.71 per mile charge)	\$ 25
Vehicle (personal) usage (per mile)	\$ 0.71
Vibrating wire piezometer (each)	\$ 619
Vibration monitoring equipment (per day)	\$ 65
Vibration monitoring equipment (per week)	\$ 313
Vibration monitoring equipment (per month)	\$ 920
Vibration monitoring equipment (per month, long term)	\$ 562
Vibration monitoring equipment, automated (per month)	\$ 1,300
Vibrocore (per day)	\$ 495
Water level meter (per day)	\$ 52
WSDOT bridge toll	\$ 4.20
Ziplevel Pro 2000 (per day)	\$ 56
Reproduction	
CD (each)	\$ 2.25
	Black/White
8 ½ x 11 (each)	\$0.11
11 x 17 (each)	\$0.22
D-size plots (each)	\$ 28.09
D-size scan (each)	\$ 14.04

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by NV5) at current rates. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D4318)	\$ 201
CBR with 3-Point Proctor (ASTM D1883)	\$ 767
Compaction (ASTM D1557-07/ASTM D698; Methods A, B, and C)	
1 Point	\$ 118
4 Points	\$ 283
Consolidation (ASTM D2435; with two timed rebounds)	\$ 519
Direct Shear (ASTM D3080)	
1 Point	\$ 286
3 Points	\$ 546
Expansion Index of Soil (ASTM D4829)	\$ 292
Moisture Content – Oven Method (ASTM D2216)	\$ 30
Moisture/Density (ASTM D7263)	
Rings	\$ 45
Shelby tubes	\$ 45
Organic Content (ASTM D2974)	\$ 104
Particle-Size Analysis	
Percent passing No. 200 (ASTM C117/ASTM D1140)	\$ 98
Sieve with No. 200 wash (ASTM C117/ASTM C136)	\$ 156
Combined sieve and hydrometer (ASTM D422-63)	\$ 260
Oversize sieve (ASTM C117-04/ASTM C136)	\$ 260
Permeability	
Rigid wall constant/falling head (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 456
Flexible wall with triaxial cell (ASTM D5084)	\$ 520
Flexible wall for cohesive soil (ASTM D5084/ASTM D4767)	\$ 705
pH of Soil (ASTM G51)	\$ 104
Resilient Modulus (AASHTO T 307)	
In situ sample	\$ 743
Remolded sample (includes compaction and sample preparation)	\$ 1,115
Rice Density (ASTM D2041)	\$ 156
Sand Equivalent (ASTM D2419)	\$ 234
Soil Resistivity (ASTM G57)	\$ 240
Specific Gravity	
Bulk specific gravity – asphalt (Parafilm coated) (ASTM D1188)	\$ 58
Maximum specific gravity – asphalt (Rice) (ASTM D2041)	\$ 118
Specific gravity – bulk specific gravity – asphalt (ASTM D2726)	\$ 20
Specific gravity – coarse aggregate (ASTM C127)	\$ 92
Specific gravity – fine aggregate (ASTM C128)	\$ 124
Specific gravity – Soil (ASTM D854)	\$ 130
Swell (ASTM D4546)	
Method A	\$ 410
Method B	\$ 286
Method C	\$ 716

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D2850)	\$ 396
Consolidated, undrained, 1 point (ASTM D4767)	\$ 520
Consolidated, undrained, strength envelope (ASTM D4767)	\$ 1,561
Load-controlled cyclic (ASTM D5311)	\$ 1,561
Unconfined Compression	
Undisturbed soil (ASTM D2166)	\$ 150
Amended soil (ASTM D1633)	\$ 102
Sample Preparation (per hour)	\$ 81

Cyclic Direct Simple Shear

Test No.	Test Description	Unit Price
1	Strain-Controlled Cyclic Direct Simple Shear Test: Determine secant shear modulus and damping ratio using up to 100 cycles at a specified single shear strain amplitude of between 0.1% and 2%. Test conducted using a sinusoidal wave with a frequency of up to 5 Hz and a vertical stress of up to 1 MPa. One sample and up to three strain levels. Consolidation periods for each stage of up to 24 hours.	\$1,350
2	Stress-Controlled Cyclic Direct Simple Shear Test: Determine cyclic stress ratio and vertical stress ratio using up to 100 cycles at three specified stress ratios using a sinusoidal wave with a frequency up to 5 Hz. Test conducted with vertical stresses of up to 1 MPa. Three samples with one cyclic stress level each. Consolidation period of up to 24 hours per sample.	\$1,800
3	Strain Rate-Controlled Static Direct Simple Shear Test: Determine stress-strain relationship of a single sample at specified strain rates. Tests conducted with vertical stresses of up to 1 MPa. One sample at three strain rates.	\$1,000
4	Stress-Controlled Cyclic Direct Simple Shear Test: Test conducted on one sample at a specified stress ratio using a sinusoidal wave with a frequency up to 5 Hz for up to 100 cycles with maximum vertical stresses of 1 MPa. One sample with one cyclic stress ratio.	\$750
5	Post-Cyclic Static Direct Simple Shear Test: Stress-strain relationship at specified shear strain rate. Tests conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
6	Post-Cyclic Consolidation in Direct Simple Shear Test: Determine post-cyclic volumetric strain over time. Conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
7	Shear Wave Velocity: Measure shear wave velocity using Bender Elements based on first shear wave arrival. One sample in combination with tests 1, 2, and 4.	\$160
8	Shear Wave Velocity: Measure shear wave velocity using Bender Elements based on first shear wave arrival. Stand-alone sample without DSS testing.	\$250
9	Cost per additional day for consolidation of DSS sample	\$300

Other tests charged at hourly rates. NV5 reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

12. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

14. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

15. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

16. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

18. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

21. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

22. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

23. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

24. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

25. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

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

EXHIBIT A

Item #3.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. URC and

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

Item #3.

EXHIBIT A

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

6. Payment of Laborers: Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

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

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

EXHIBIT A

Page 176

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

EXHIBIT A

Item #3.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

Page 3 of 5

EXHIBIT A

Page 177

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

EXHIBIT

Item #3.

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

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

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

EXHIBIT

Item #3.

judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

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

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

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

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

Oregon City GIS Map

Item #3.



Legend

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

Notes

Overview Map



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

Map created 9/21/2023



0 400 800 Feet

1:4,800

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Page 180



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

DRAFT MINUTES

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

CALL TO ORDER

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

ROLL CALL

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

EXCUSED: 2 - Commissioner Doug Neeley, Commissioner Rocky Smith

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

CITIZEN COMMENTS

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

DISCUSSION ITEM

1. Information for Discussion and Direction Related to Clackamette Cove

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

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

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

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

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

Richard Craven, resident of Oregon City, and an Environmental Consultant, recommended that a water quality expert be consulted to determine if aeration would be effective in the Cove. He observed that, even if it were possible to add water from the treatment plant in light of the Three Basin Rule, the water might well be of a similar temperature to that already in the Cove, meaning that it would not significantly alter the Cove's water temperature or improve the water's quality. Furthermore, he observed that the size of the Cove would require a large volume of water to affect the water of the Cove. Lastly, Mr. Craven encouraged the city to inquire whether permits acquired for this project three years ago were still valid or could be reissued. He observed that changes in seasonal water levels meant that more water volume would be needed than had been expected when the original permit was issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion passed by the following vote:

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

COMMUNICATIONS

There were no additional communications.

ADJOURNMENT

Chair Mitchell adjourned the meeting at 6:44 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

DRAFT MINUTES

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

CALL TO ORDER

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

ROLL CALL

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

ABSENT: 1 - Commissioner Shawn Cross

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

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEMS

1. Stimson Property - Environmental Assessment Proposals

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

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

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

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

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

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

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

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

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

The motion passed by the following vote:

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

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

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

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

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

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

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

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

The motion passed by the following vote:

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

Nay – 1: Commissioner Smith

2. Information for Discussion and Direction Related to Clackamette Cove

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion passed by the following vote:

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

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

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

The motion passed by the following vote:

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

COMMUNICATIONS

There were no additional communications.

ADJOURNMENT

Chair Mitchell adjourned the meeting at 6:58 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder