



CITY OF OREGON CITY URBAN RENEWAL COMMISSION AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, September 12, 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@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orc.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. Stimson Property - Environmental Assessment Proposals
2. Information for Discussion and Direction Related to Clackamette Cove
3. Minutes of the July 19, 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: Sept 12, 2023

SUBJECT:

Stimson Property - Environmental Assessment Proposals

STAFF RECOMMENDATION:

Staff recommends that the Urban Renewal Commission authorize the Executive Director to sign an agreement with Environmental Works for \$5,500.

EXECUTIVE SUMMARY:

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.

BACKGROUND:

During its meeting 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 current information on the property, particularly an environmental assessment and an appraisal. The Commission was especially concerned with sub-soil conditions of the property based on historical reports and their knowledge of the property.

By consensus, the Urban Renewal Commission directed staff to seek proposals from environmental assessment firms to conduct a Phase I Environmental Assessment Study on the Stimson Property.

Staff contacted three environmental assessment firms and did a comparative review of each proposal (see attachment). Staff recommends that the Urban Renewal Commission sign an agreement with Environmental Works. This firm had conducted preliminary research on the property and pointed out that the property is not listed on Oregon DEQ Leaking Underground Storage Tank Database. This acknowledgement seemed to be in line with the concerns that the Commission had expressed during its July 5th meeting about the sub-soil of the property. Environmental Works seemed to have a greater

diversity of staff qualifications on the project team. In addition, the proposal had fewer acknowledgements about extra fees than the other two proposals.

OPTIONS:

1. Direct staff to enter into an Agreement with Environmental Works.
2. Direct staff to enter into an Agreement with one of the other consultants.
3. Reject all proposals.

STIMSON PROPERTY

Phase I Environmental Site Assessment Consultants

SCOPE OF SERVICES	TERRAPHASE ENGINEERING	ENVIRONMENTAL WORKS	ALPHA ENVIRONMENTAL
Phase I Environment Site Assessment ("ESA") in conformance with ASTM Standard E1527-21	*Identify recognized environmental conditions to determine the presence of hazardous substances or petroleum products in, on, or at the property due to a release to the environment; and * Identify the likely presence of hazardous substances or petroleum products in, on, or at the property due to a release or likely release to the environment; and *Identify the presence of hazardous substances or petroleum products, in, on or at the property under conditions that pose a material threat of a future realize to the environment. *Will conduct Historical Recognized Environmental Conditions (HRECs) defined as past release of any hazardous substances that has been addressed to the satisfaction of regulatory authority * Will perform Controlled Recognized Environmental Conditions (CREC) defined as a recognized	*Identify recognized environmental conditions to determine the presence of hazardous substances or petroleum products in, on, or at the property due to a release to the environment; and * Identify the likely presence of hazardous substances or petroleum products in, on, or at the property due to a release or likely release to the environment; and *Identify the presence of hazardous substances or petroleum products, in, on or at the property under conditions that pose a material threat of a future realize to the environment.	*Identify recognized environmental conditions to determine the presence of hazardous substances or petroleum products in, on, or at the property due to a release to the environment (additional fees may apply); and * Identify the likely presence of hazardous substances or petroleum products in, on, or at the property due to a release or likely release to the environment; and *Identify the presence of hazardous substances or petroleum products, in, on or at the property under conditions that pose a material threat of a future realize to the environment.

	environmental condition resulting from a past release of hazardous substances that have been addressed to the satisfaction of the regulatory agencies but allowed to remain in place subject to the implementation of required controls.		
Action Items:	*Review of historical information *Interview the current owner and tenant for historical information *Reviewing listings from a <u>subcontracted data service of confirmed and suspected contaminated sites abstracted from EPA</u>. Cost not included. It is required these data bases be used to confirm suspected contaminated sites. *Conduct a site Reconnaissance (including adjoining properties and adjoining ROWs. *Prepare a draft written report presenting the results *Prepare a final written report - recommendations from consultant	*A review of federal, state, tribal and local databases that identify and describe underground fuel tank sites, hazardous waste generation sites, and hazardous waste storage and disposal facility sites within the required minimum search distance. *A property and surrounding area site reconnaissance, and interviews with the past and present owners and current occupants to identify potential environmental concerns *A review of historical sources to ascertain previous land use at the site and in the surrounding area *Preparation of a Phase I Report	*Review of applicable Federal and State databases *A review of readily available records to document the past and current uses of the subject property and adjoining properties. * Interviews with persons with knowledge of the site, site reconnaissance. *Review available soils, geology, engineering, groundwater or other reports regarding the property and the immediate vicinity. *A report will be prepared including observations, conclusions, and recommendations.

Estimated Schedule	*Site reconnaissance within 1 week of authorization *Email summary of preliminary findings within 1 week of the site reconnaissance *Draft Phase I Report available within 2 weeks of the site reconnaissance *Finalized report within 2 days of receipt of City's comments regarding the draft	*Assessment can take place as much as 3 to 6 weeks *The Phase I Report work likely to take 2 to 4 weeks	*Start of services 3 to 4 weeks from executed agreement *Completion date not estimated
Staff Qualifications	*Registered Geologist *Hydrogeologist	*Project Team: - Registered Geologist - Hydrogeologist - Environmental Specialist	*Project Team: -Information not provided
	REMARKS	REMARKS	REMARKS
	*This proposal contained detailed information that defined various professional standards that will be adhered too (basically boiler plate language). *Provided qualifications of staff *Will conduct HREC and CREC reviews. *Company can conduct work associated with lead in drinking water, vapor intrusion, wetlands, ecological resources, and endangered species.	*This proposal was short on detailed information *Consultant referred to maps, property information, and "no further action letter issued by DEQ on 7/6/2000. *Consultant recognized that the property is not listed on Oregon DEQ leaking Underground Storage Tank Database, hence, emphasis on searching data bases on underground fuel tanks and leaking underground. *Diversified qualifications of project team *fewer extra costs were identified	*Concerned that additional costs will come into play more quickly in this proposal; hence, the very low bid. *Will conduct vapor encroachment screening.
Cost	\$4,500	\$5,500 (Recommended)	\$3,200



August 17, 2023

City of Oregon City
Department of Economic Development
Attn: James N. Graham, CEcd
PO Box 3040
625 Center Street
Oregon City, OR 97045

**Re: Phase I Environmental Site Assessment (ESA) Proposal
1799 Washington St
Oregon City, OR 97045**

Environmental Works (EW) is submitting this proposal to perform a Phase I Environmental Site Assessment (ESA) for the "Stimson Property" located at 1799 Washington St, Oregon City, OR 97045. This property is herein known as the subject property. The location of the subject property is presented in Figure 1 and Figure 2.

Please note that the cost to perform this Phase I ESA reflects the Phase I ESA being performed by and/or under the direct supervision of a State of Oregon Registered Geologist (RG).

A brief review of the readily available property information indicated the following:

- Aerial photos and the Google Maps - Street View indicated that the subject property is currently used for the storage and/or staging of landscaping materials.
- The subject property appears to currently be listed on the Oregon Department of Environmental Quality (DEQ) Environmental Cleanup Site Information (ECSI) database with a site identification of 1965, and a "No Further Action (NFA)" determination was presented to the subject property on July 6, 2000.
- The property does not appear to currently be listed on the Oregon DEQ Leaking Underground Storage Tank (LUST) database.

A Phase I ESA for the subject property will be completed in conformance with the ASTM Standard E1527-21. The purpose of conducting an ASTM conformant Phase I ESA is to satisfy "All Appropriate Inquiries" (AAI). AAI allows parties to claim defenses and protection from CERCLA liability under one of three landowner liability protections: Bona fide prospective purchaser; Contiguous property owner; and Innocent landowner.

Scope of Services

- A review of federal, state, tribal and local databases that identify and describe underground fuel tank sites, leaking underground fuel tank sites, hazardous waste generation sites, and hazardous waste storage and disposal facility sites within the ASTM approximate minimum search distance;
- A property and surrounding area site reconnaissance, and interviews with the past and present owners and current occupants and operators to identify potential environmental concerns;
- A review of historical sources to ascertain previous land use at the site and in the surrounding area; and
- Preparation of a Phase I ESA Report in conformance with the ASTM Standard E1527-21.

Cost

The cost to complete the above scope of work is **\$5,500**. If additional work is necessary beyond the scope discussed in this proposal, Environmental Works will request written authorization prior to proceeding. To accept this proposal, please sign the contract in the space provided below.

Schedule

If this proposal is accepted, Environmental Works expects that this Phase I ESA work can likely begin within 2 to 4 weeks due; and the assessment can take as much as 3 to 6 weeks to complete depending on the site conditions and research availability.

Terms of Proposal

This Proposal (Agreement) is between Environmental Works, LLC, and the above referenced client. This agreement provides the terms and conditions under which Environmental Works shall provide the client environmental consulting services. Project costs are billed on a lump sum basis.

Acceptance of Proposal

I hereby authorize the terms outlined in this Proposal:

Client Signature: _____ Date: _____

Print name: _____ Phone number: _____

Mailing address: _____

Email address: _____

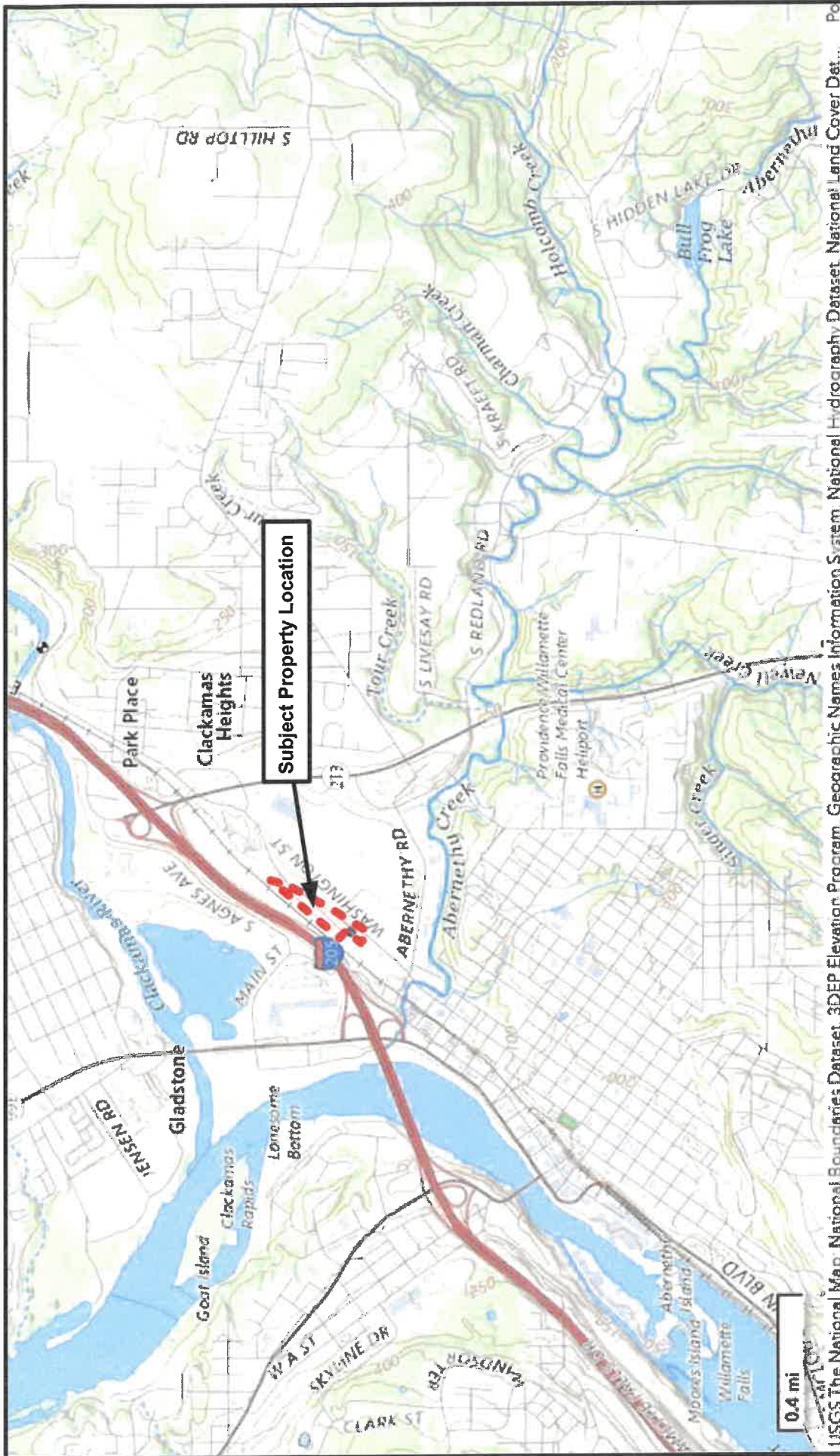
Payment in full is due within thirty (30) days of the invoice date. A late charge of 2.33 % monthly (28% APR) will be applied to all past due accounts. Any alterations or deviations from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the agreed upon costs as noted above. All agreements contingent upon strikes, accidents or delays are beyond our control. **Proposal is valid for 60 days.**

Conditions of Proposal

1. The professional services of Environmental Works will be provided using the degree of care and skill ordinarily exercised under similar circumstances by reputable environmental consulting firms. No other warranty expressed or implied is made.
2. The conclusions and recommendations reached during execution of professional services will be based only on the data provided by others, and observations made during field investigations. The accuracy of these findings should not be considered scientific certainties, but rather as professional opinion based upon selected and limited data. The results of this investigation should not be interpreted as a guarantee that the property is free from any contamination.
3. Other services may be provided as an expansion of the scope of work outlined above or as an additional phase of the agreement.
4. Environmental Works does not assume any responsibility for reporting to local, federal, or public agencies any conditions at the site that present potential dangers to public health, safety, and/or the environment. Notification to appropriate agencies as required by law is the responsibility of the client.
5. If the subject properties or facilities are not owned by the client, the client warrants that all necessary permission for Environmental Works to enter onto the site for the purpose of performing the scope of work above has been obtained.

Consultant Qualifications

Environmental Works is staffed with personnel qualified under EPA All Appropriate Inquiry requirements to perform Phase I and Phase II Environmental Site Assessments, and Phase III Remedial Actions. The project team will include Geologist | Hydrogeologist - Jin Park, RG, LHG; Environmental Specialist - Adam Schimelfening; and/or Environmental Specialist – Lionel Mills.



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

Note: All Locations and Scale are Approximate

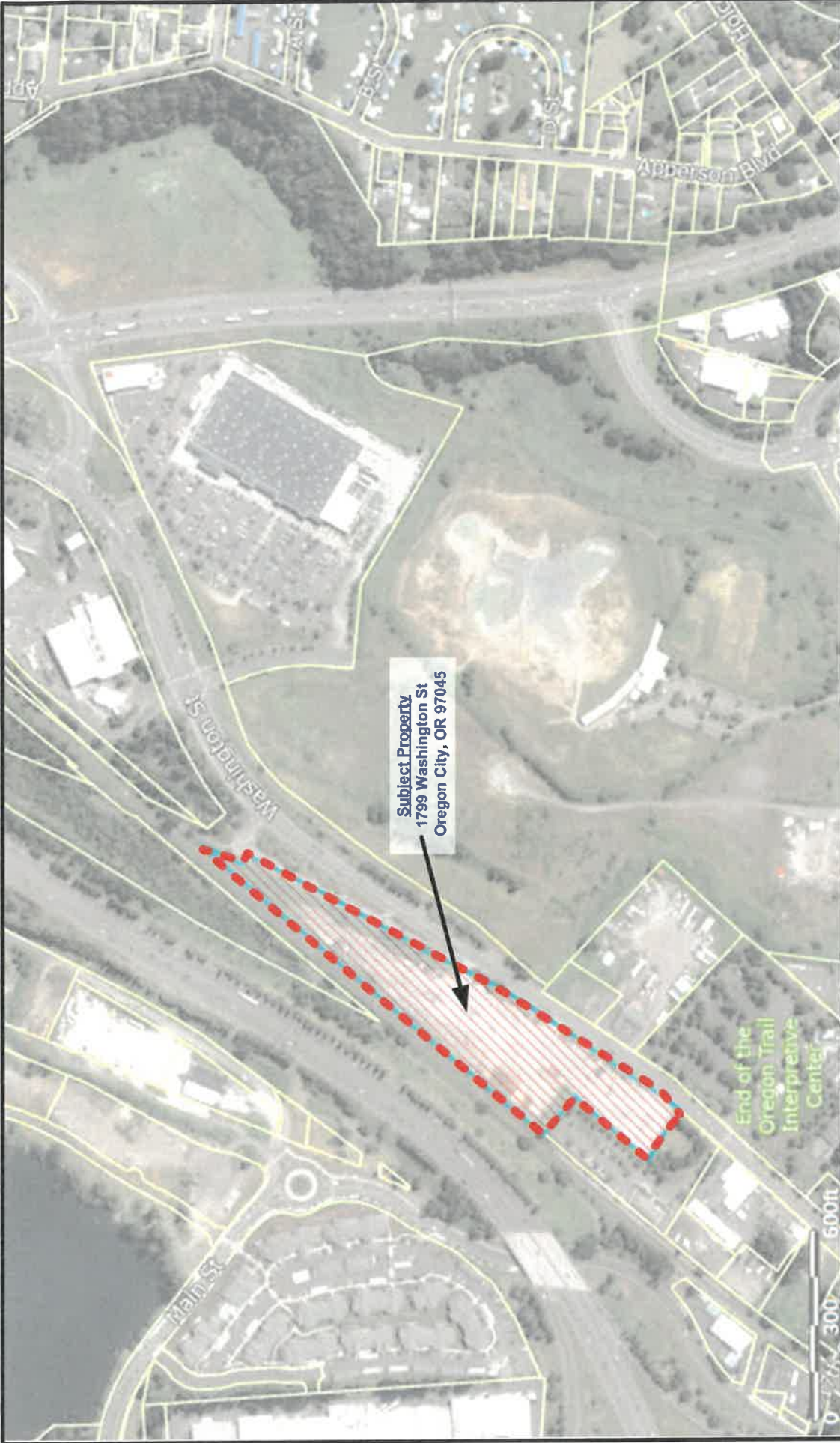
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FIGURE 1: SUBJECT PROPERTY LOCATION

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA) PROPOSAL
1799 WASHINGTON ST
OREGON CITY, OR 97045

ENVIRONMENTAL WORKS
22820 NE Sandy Blvd
Fairview, OR 97024



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

Note: All Locations and Scale are Approximate

ENVIRONMENTAL
WORKS
22820 NE Sandy Blvd
Fairview, OR 97024

FIGURE 2: SUBJECT PROPERTY LOCATION

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA) PROPOSAL
1799 WASHINGTON ST
OREGON CITY, OR 97045



August 18, 2023

James Graham - Economic Development Manager

City of Oregon City
PO Box 3040
625 Center Street
Oregon City OR 97045

**Subject: SCOPE OF SERVICES AND COST ESTIMATE, PHASE I ENVIRONMENTAL SITE ASSESSMENT
FORMER STIMSON PROPERTY, 1799 WASHINGTON STREET, OREGON CITY, OR 97045**

sent via email to jgraham@orc.city.org

Dear Mr. Graham,

Terraphase Engineering is pleased to submit this scope of services and cost estimate to provide Oregon City's (the City) Urban Renewal Agency with a Phase I Environmental Site Assessment (ESA) for the former Stimson Property located 1799 Washington Street, Oregon City, Oregon (Tax Parcel APN 2-2E-29-01402, subject property). The subject property is listed as an Environmental Cleanup Site Database Information (ECSI) site (No. 1965) by the Oregon Department of Environmental Quality (ODEQ). The City plans to sell the subject property and requires an evaluation of current environmental risk.

SCOPE OF SERVICES

Our proposed scope of services for the subject property is focused to provide information regarding environmental conditions that may represent environmental liabilities to the owner, a potential purchaser, or operator of the property. Pre-sale or purchase environmental due diligence commonly includes a Phase I ESA, which is an evaluation of the history of use and current conditions at the subject property and adjacent properties.

Phase I Environmental Site Assessment

Terraphase Engineering will conduct a Phase I ESA for the subject property in accordance with the ASTM International (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, E 1527-21 (as currently applied in the State of Oregon). This standard, while subject to changes (as are all ASTM standards), is recognized as generally meeting the due diligence provisions of the federal statute [Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 USC 9601(35) (B)] at the time this proposal was prepared.

ASTM E 1527-21 satisfies the elements of the U.S. Environmental Protection Agency (EPA) All Appropriate Inquiry rule. This rule establishes requirements that purchasers must meet to limit their

environmental liability under CERCLA and qualify for protections, including the “Bona Fide Prospective Purchaser” and “Contiguous Property Owner” defenses that were added by amendments to CERCLA.

The goal of the assessment process outlined in ASTM E 1527-21 is to identify recognized environmental conditions (RECs), which are defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property due to a release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a release to the environment. The term is not intended to include *de minimis* conditions that generally do 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 the appropriate governmental agencies. Historical recognized environmental conditions (HRECs) and controlled recognized environmental conditions (CRECs) for the subject property will also be evaluated.

A HREC is defined as a past release of any hazardous substances or petroleum products that has occurred in connection with the subject property and has been addressed to the satisfaction of the applicable regulatory authority or that meets unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls. A CREC is defined as a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that have been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

This assessment will also identify, as appropriate, potential environmental concerns, which are conditions that do not meet the definition for a recognized environmental condition, but that warrant recognition by a potential purchaser. Elements not included in ASTM E 1527-21 (e.g., identification, sampling, and analysis of asbestos, radon, lead paint, and lead in drinking water and/or wetlands; regulatory compliance; cultural and historic resources; indoor air quality and vapor intrusion, including the potential presence of mold or other biological contaminants; industrial hygiene; health and safety; ecological resources; and endangered species) are not included in our proposed scope, except as specifically identified in this proposal. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

While Terraphase Engineering provides selected services related to lead in drinking water, indoor air quality and vapor intrusion, wetlands, ecological resources, endangered species, and regulatory compliance, you acknowledge through acceptance of this proposal that these services are not included in this proposed scope of services, except as specifically identified in this proposal. It is important to understand that Phase I ESAs are not a means of finding “everything there is to know about a property.” Rather, they are attempts to determine the environmental liabilities of a property based on reasonably available documentation (both oral and written) within the budget and schedule limitations. This approach will be applied to our scope of services for the Phase I ESA for the subject property, which will include:

- Reviewing available aerial photographs, historical fire insurance maps, topographic maps, city

- or county maps and street directories, and local historical information to assess past uses of the subject and surrounding properties from the present back to the subject property's first developed use, or back to 1940, whichever is earlier.
- Interviewing the current owner, operator, and occupants likely to have material information about past and current uses of the subject property if they have been identified by the City and are likely to have information that is not duplicative of information from other sources.
 - Reviewing listings from a subcontracted database service (Environmental Data Resources, Inc.) of confirmed and suspected contaminated sites abstracted from EPA, tribal, and DEQ environmental databases, as prescribed by ASTM. ASTM requires that these databases be searched for confirmed and suspected contaminated sites within various distances up to a 1-mile radius of the subject property.
 - Contacting the local health and fire departments for information they may have on environmental conditions at and immediately adjacent to the subject property.
 - Conducting a site reconnaissance of the subject property to visually and physically observe current land use activities and environmental conditions. Conditions at the subject property will be documented with notes and photographs. We will assess current uses at adjoining properties from the subject property and public rights-of-way to the extent that they are visually and/or physically observable.
 - Preparing a draft written report for the subject property presenting the results of the Phase I ESA for review by the City. The report will identify data gaps in our assessment, our efforts to fill them, and comments on whether the data gaps are significant and affect our overall findings.
 - Preparing a final report incorporating comments on the draft report, as appropriate, provided by the City. An electronic copy (in PDF format) of the final report will be provided for use by the City. If requested, up to three paper copies of the final report will also be provided. Along with findings, our assessment will include, as appropriate, recommendations for any follow-on activities to address any incomplete or unresolved issues regarding the subject property identified in the Phase I ESA. Our recommendations will be discussed with the City before we submit the draft report and can be included in the report, if requested.

ESTIMATED SCHEDULE

Terraphase Engineering will begin work on the Phase I ESAs following receipt of your written authorization to proceed. Once your authorization and access to the subject property is received, we anticipate the following schedule:

- Site reconnaissance within 1 week of authorization.
- Verbal results of the site reconnaissance the day following the site reconnaissance.
- Email summary of our preliminary findings within 1 week of the site reconnaissance.
- The draft Phase I ESA report will be available for your review within 2 weeks of the site reconnaissance. The report will be finalized within 2 days of receipt of your comments regarding the draft.

ASSUMPTIONS

Our assumptions in preparing this scope and cost estimate include the following:

- The City will provide copies of available environmental information about the subject property including any previous investigations or surveys in your possession.
- The City will arrange for access and any necessary rights-of-entry to the subject property. A subset of apartments will be accessed.
- The City will provide access to individuals/owners/tenants familiar with historical operations at the subject property.
- The subject property is listed on the Oregon Department of Environmental Quality contaminated cleanup site database. The cost for an in-person review of files has not been included as it is assumed that all necessary documentation is in the City's possession and will be shared with Terraphase.
- The additional cost of an environmental lien report has not been included as the City already owns the property.
- The draft report will need only minor revisions, requiring not more than 2 hours to produce the final report.
- Conditions at immediately adjoining properties may not be observable from accessible roads on the subject property or from public access areas and, as a result, may not be identified during the site reconnaissance.
- The site reconnaissance will be conducted by staff from Terraphase Engineering' Portland, Oregon office.
- The state agency regulatory review will be based on the subcontracted database report. The need for acquisition and review of information from agency files, such as the Department of Ecology, would be assessed based on the database report review, and conducted under a separate authorization.
- The handling charge for subcontractor costs is 10 percent and do not include a contingency amount for unanticipated out-of-scope activities by Terraphase Engineering.

ESTIMATED COST

Terraphase Engineering will conduct the Phase I ESAs for a fixed fee of **\$4,500** in accordance with the terms and conditions provided in the Master Consulting Services Agreement General Terms and Conditions provided as an attachment. If unforeseen conditions are encountered we will bring them to your attention and seek modification to the scope of services and budget, as appropriate. In the event that the Phase I ESA identifies data gaps that require additional investigation, a separate scope of work will be prepared and submitted for your consideration to outline the suggested scope and associated estimated costs and schedule.

LIMITATION STATEMENT

Terraphase Engineering will perform site assessment and investigation work in accordance with the scope of services set out between Terraphase Engineering and the Client in this work order. Recommendations or conclusions made by Terraphase Engineering are based on our research,

inspections, field work and laboratory testing and on site information provided to us by the Client. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, Terraphase Engineering cannot "certify" that a site is free of environmental contamination.

No expressed or implied representation or warranty is included or intended in our report, except that our services were performed as described by our scope of services in accordance with the standard of care of our profession. Additionally, subsurface conditions will vary between exploration locations, perhaps significantly. The impacts of future events may require further investigation of the site and subsequent data analysis along with revision of recommendations or conclusions.

In preparation of site assessment and investigation report, Terraphase Engineering will rely upon, and assume to be accurate, site information provided by the client and other persons. Except as otherwise stated in the report, Terraphase Engineering will not attempted to verify the accuracy or completeness of any such information. The report may be used only by the client for this project. Any party other than the client who wishes to use the report must notify Terraphase Engineering that they are using the report. Based on the intended use of the report, Terraphase Engineering may require supplemental work to be performed and may require that the report be revised and reissued. Terraphase Engineering accepts no liability or responsibility whatsoever for or in respect to any use or reliance upon this report by a third party.

AUTHORIZATION

If you agree to the scope of services described above and wish to authorize our services, please sign in the space provided on the authorization below and return one copy of this letter, or authorize by your preferred method. Receipt of a signed copy of this proposal will serve as our notice to proceed with the scope of services outlined above. Thank you for the opportunity to be considered for this project, and we look forward to working with the City. Please don't hesitate to contact me at (503) 380-3233 or james.farrow@terrphase.com if you have any questions.

Sincerely,

For Terraphase Engineering Inc.



James R Farrow, R.G., Principal Hydrogeologist

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

August 21, 2023

James Graham
City of Oregon City
625 Center Street
Oregon City, OR 97045

PROPOSAL TO PROVIDE A PHASE I ENVIRONMENTAL SITE ASSESSMENT AT:
1799 WASHINGTON ST
OREGON CITY, OR 97045

Dear Mr. Graham:

We are pleased to submit this proposal to provide a Phase I Environmental Site Assessment at the above-referenced property.

PROJECT IDENTIFICATION:

Address(s): 1799 Washington St, Oregon City, OR

Tax Lot(s): 22E29 01402

PROJECT APPROACH:

According to the information provided to Alpha, the subject property consists of one tax lot and has a total acreage of 6.83 acres. The property is currently occupied by Clackamas Landscape Supply.

Phase I Environmental Site Assessment

The purpose of the Phase I Environmental Site Assessment (Phase I ESA) is to identify environmental concerns which may present a potential liability to the property owner/prospective purchaser under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), related state laws and regulations, and which may require further investigation.

The scope of work is intended to identify what are termed *Recognized Environmental Conditions* (RECs). That is, 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 a future *release* to the *environment*

Scope of Services

The scope of work for this project includes a review of applicable Federal and State databases, a review of readily available records to document the past and current uses of the subject property and adjoining properties, interviews with persons with knowledge of the site, a site reconnaissance, and a final report summarizing our findings and conclusions.

The project will be performed in accordance with All Appropriate Inquiry (AAI) and ASTM Standard E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

Alpha Environmental Services, Inc. (Alpha) will provide the following specific scope of services for the property:

1. **INITIAL MEETING:** Meet or talk with the property owner and/or other key personnel to further discuss the project and to obtain any information which may be relevant to the site or adjoining land. It is understood that the client will provide all known environmental information related to the subject property, including nature and scope former site use, past and/or current presence or use of hazardous substances, etc.

2. **AGENCY FILE CHECK:** Using a commercial database search provider, obtain a search of regulatory listings per ASTM 1E527-21 to identify known hazardous substance violations, contaminant discharges, and other environmental issues for varying distances based upon their relative potential impact to the subject property.

If the property or adjoining sites are identified in one or more of the standard environmental record sources, Alpha will determine if adequate information exists to make a determination regarding RECs at the property or adjoining sites. If sufficient information cannot be determined from the standard record sources, a regulatory file review with the Oregon DEQ may be conducted. The regulatory file review is subject to time and budget restraints imposed by the client and additional fees may apply.

3. **GEOLOGIC RESEARCH:** Review available soils, geology, engineering, groundwater or other reports regarding the property and the immediate vicinity.

4. **HISTORICAL REVIEW:** Review aerial photographs of the property and adjacent properties to assess previous site conditions and operations (if available). Other historical information that may be reviewed includes Sanborn Insurance Maps, city directories, topographic maps, building permits, or property title information (if provided by the client) to determine history of usage. Whenever feasible, the history of the property will be traced to 1940 or to a time prior to its earliest developed use, whichever is earlier.

5. **PHYSICAL INSPECTION:** Conduct one site visit, during which the subject property and any structures will be visually inspected for signs of past or currently existing potentially hazardous materials. A field checklist will be completed, and pertinent observations related to potential environmental conditions will be recorded. Interviews with on-site personnel, tenants, or other persons familiar with the history of the area may be conducted.

Based on the physical inspection, additional field work, such as an underground tank search, onsite sampling, etc. may be recommended to the client. The cost of additional field work is not included in this proposal and will not be conducted without authorization.

6. **VAPOR ENCROACHMENT SCREEN:** Based on the available information contained in the ascertainable records, a Tier 1 vapor encroachment screen will be completed in general accordance with ASTM E2600.

7. **REPORT:** A report will be prepared containing observations and conclusions relating to the environmental conditions of the subject and adjacent properties. The report will include a description of site, maps, conditions encountered, and documentation of resources including regulatory and historic records reviewed, opinion and conclusions. If appropriate, recommendations will be made in the text of the report, unless Alpha is directed otherwise by the client. Typical reports are 500+ pages and provided in a digital (PDF) format.

PROPOSED FEE:

Initial

Phase I Environmental Site Assessment (AAI Compliant)..... **\$3,200**

The cost of the historic data resource services, site visit, mileage and report are included in the above flat fee. The report will be provided to the client in digital format (PDF) only. If hard copy reports are required, that can be provided at a cost of \$100 per copy. If the client prior to completion cancels the project, Alpha will bill work and costs to date.

Alpha includes a Use Reliance section in its report that will specifically mention the client. If the Phase I ESA is a requirement of a lender or other third party, they may require a "Use Reliance" for the Phase I and Alpha can specifically name the other party in this section upon request of the client and/or provide a Use Reliance Letter.

The indicated fee and the terms under which our services are provided will be in accordance with the attached General Terms and Conditions for Professional Services ("Terms and Conditions") dated 01/2023, which together with this proposal comprise the entire agreement between the parties. The Terms and Conditions may not be changed without the prior written consent of the parties. Any reprints, additional site visits, consultation, information provided resulting in changes to the report, client requested changes in the report, or conditions other than providing the Phase I ESA may result in additional consulting charges according to the Terms and Conditions.

LIMITATION OF SCOPE:

The purpose of the phase of the work described in this proposal is to determine if more in-depth studies should be developed. Observations will be made based on the best available information by trained professionals. The assessment is not intended to be a comprehensive determination of all potential liabilities associated with a particular property, nor is it represented to be a legal opinion as to the client's performance of its "due diligence" responsibilities associated with the purchase of real estate.

Unless otherwise specified, the scope of work does not include a review opinion, analysis or legal opinion of legal instruments relating to the subject property such as indemnification agreements, purchase and sale agreements, liens, etc. Its cursory nature is to be noted by all parties.

Except where itemized in this proposal (or in an supplementary proposal) and authorized by the client, the scope of work specified by the ASTM standard and in this agreement, does not include the following non-CERCLA *Non-Scope Considerations*: hazardous materials audit, environmental compliance (unless directly related to potential CERCLA liability); indoor air quality, mold or radon; asbestos-containing building materials, lead-based paint, wetlands and other land use issues, geotechnical or geologic hazards.

Alpha will utilize a commercial database search provider in the conduct of this project. Alpha shall bear no responsibility for discrepancies or damages resulting from erroneous or incomplete information and of computer mapping data and conventions associated with such databases.

The findings and conclusions of this report are not scientific certainties but, rather, probabilities based on professional judgment concerning the significance of the data gathered during the course of the study. Alpha is not able to represent or guarantee that the subject property or adjoining lands are free of all hazardous waste, hazardous substances, petroleum products or other latent conditions.

The possibility always exists for contaminants to migrate without detection through soil, surface water, air, or groundwater. The ability to accurately address the environmental risk associated with transport of contaminants in these media is beyond the scope of this study.

SCHEDULE:

We anticipate that our services can be started promptly upon receipt of the fully executed and completed proposal. Alpha expects completion of the project scope in approximately three to four weeks from this proposal's proper execution. However, please note that obtaining governmental information and/or regulatory file reviews may require additional time, exceeding the anticipated completion date. Specifically, sites with known or suspected environmental impacts may require additional time for completion.

Client imposed time constraints may limit comprehensiveness of the report. While Alpha will make reasonable attempts to accommodate client requested timelines, any expedited timeline beyond what is imposed by this proposal, will require mutual agreement by Alpha and the client. Please contact us if this schedule does not meet your requirements.

Changes to the scope of work including adding or removing tax lots from the project may results in additional time required and additional fees.

PAYMENT:

Payment is due prior to or upon delivery of the final report. Any authorized additional work performed in exceedance of the proposed budget will be accompanied by documentation of the type of cost incurred. The responsible party agrees to pay all incurred fees regardless of the findings of the report or outcome of the property transaction.

If Alpha does not complete the full scope of work due to responsible party terminating the project, the amount due will be based on the quantity of work performed to date. This includes fees for historic research documents and consultant fees (assessed upon initiation of project), report preparation, travel time, etc.

Unless other arrangements have been made in writing, a fee of 1.5% per month of total amount billed amount may be charged if the invoice is not paid within 30 days.

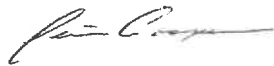
PROPOSAL ACCEPTANCE:

Any changes to this contract must be approved by Alpha prior to contract being in force. You may indicate acceptance of this agreement by returning a complete signed copy of this proposal and/or a purchase order incorporating the terms of the Agreement.

A full, signed copy of the proposal and completed *Client Project Information Form* can be mailed, emailed to jim@alphaenvironmental.net or faxed to my attention at (503) 627-0942.

We appreciate this opportunity to submit our proposal to you and look forward to your favorable consideration. Please contact me if you have any questions.

Sincerely,



Jim Cooper, R.G.
Senior Geologist

Alpha Environmental Services, Inc.

Accepted By:

Signature

Name (Please Print)

Title

Date

Note: To aid in the timely completion of the report, please complete the attached Client Project Information Form and return with the executed proposal.

**CLIENT PROJECT INFORMATION FORM – PHASE I ESA****Client Information: (User of the report)**

Name: _____ Company: _____
Address: _____ Phone: _____
_____ Email: _____

Site Information: Site Address(s): _____

Tax Lot or ID Numbers: _____

Total Property Size (acres): _____

Property Owner Name: _____ Email: _____

Report Information:

Purpose of preparing the Phase I report. ☐ Pending property transaction ☐ Financing ☐ Other _____

In addition to the Client, should any other names be included on the report (lender, SBA, etc.)? Please provide names and addresses.

For site visit access, who should we contact?

Name: _____

Company/Title: _____

Phone: _____

Email: _____

Who should we send the invoice to?

Name: _____

Address: _____

Email: _____

Environmental Questionnaires: As part of the Phase I process, two questionnaires (User & Owner) will be required for the report. In most cases, the client or agent will need to forward the documents to the property owner. Please make sure to return all completed documents to Alpha as soon as possible.

- 1) *User* – the person or entity that will be using the report for financing or liability protection.
- 2) *Owner* – to be completed by the current owner or legal representative of the property.

Previous Environmental Reports: Are there any previous environmental reports for the site? ☐ Yes ☐ Unknown
Please provide reports or other relevant documents (title reports, lender requirements, etc.) to Alpha for review.

Non-Scope Considerations (not included in CERCLA's definition of hazardous substances)

The ASTM Phase I ESA practice does not include testing of asbestos, lead-based paint, mold, radon or indoor air quality (IAQ). Prospective buyers may want to assess these items outside the normal scope of the ASTM practice. It should be noted that asbestos and lead testing generally require the physical removal of testing material.

Report Delivery: All reports will be delivered in a digital PDF format. To order paper copies, authorize in the box below. Please note that due to large page count, only digital copies contain the full environmental database listings.

☐ Hard copy of report (\$100 per copy) - # of copies _____

Name of person completing this form: _____

Date: _____

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Attached to and part of our letter agreement to client outlining our specific scope of services:

The purpose of these General Terms and Conditions is to identify basic contractual obligations of Alpha Environmental Services (Alpha) and Client for various professional consulting services, whereby Alpha would be acting in the role of Consultant/Owner Representative for Client.

Individual projects may require additional detailed descriptions of services to be provided as a supplement to this agreement.

1. **RATE SCHEDULE:** (For additional services not included in the scope of work) Fees for services are based on the number of hours expended on the project, including travel, by Alpha personnel plus any reimbursable expenses.

Hourly Rate

1. Principal	195.00
2. Registered Geologist	175.00
3. Environmental Scientist	105.00
4. Field Technician	95.00
5. CAD/Drafting	65.00
6. Administrative Support	55.00

Court and arbitration time will be charged at two times above rates.

2. **REIMBURSABLE EXPENSES:** (For additional services not included in the scope of work)

- A. **Outside Services.** Subcontracted services such as subconsultants, labor, and technical services will be invoiced at cost plus 15 percent. Examples of services which may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, and computer programming.
- B. **Supplies.** Charges for items not ordinarily furnished by Alpha such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long-distance and wireless telephone calls will be invoiced at cost plus 10%.
- C. **Equipment.** Certain Alpha-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. Unless included in the proposal, these will be invoiced at our standard rates without markup (rates available upon request). Current rates are as follows: vehicle mileage is \$0.55 per mile; photocopies are \$0.15 per copy; color copies are \$1.00 per copy. These rates are subject to change without notice.
- D. **Laboratory.** Alpha utilizes outside laboratories for sample analysis. Laboratory services will be invoiced at Alpha's established rates or at cost plus 15 percent. Laboratory fees are generally based on a standard turnaround time of 7 to 10 business days.

3. **RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish Alpha right-of-entry on real property and be responsible for the propriety of the time, place, and manner of our entry upon the real property where we are to perform our services. Alpha will take reasonable precautions to minimize damage to the real property from use of equipment, but have not included in the fee the cost of restoration, unless specifically included in our scope of work. If the Client desires Alpha to restore the real property to its approximate former condition, we will accomplish this and add the cost plus 15 percent to our fee.

4. **BURIED UTILITIES:** Alpha field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated utility location. Alpha field personnel will avoid hazards or utilities which are observed by them at the site. If Alpha is advised in writing of the presence or potential presence of underground or above-ground obstructions, such as utilities, we will give special instructions to our field personnel. Alpha is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold Alpha and Alpha subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Utility locates typically require an advance notice of two full business days.

5. **WORKER'S COMPENSATION INSURANCE:** Alpha will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes.

6. **LIABILITY INSURANCE:** Alpha carries comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability arising out of bodily injury or property damage arising out of Alpha operations. Alpha makes no representations or warranties concerning the effect, applicability or scope of such insurance. Upon request in writing by Client to Alpha, Alpha will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. Alpha makes no representations or warranties regarding any act by its insurer(s), and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.

7. **PROFESSIONAL LIABILITY AND LIMITATION THEREOF:** This paragraph relates only to Professional Liability and not General Liability. In performing our professional services, we will use that standard of care and skill ordinarily recognized under similar circumstances by members of our profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with our rendering of professional services.

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

8. **CONTRACTED WORK:** Alpha, including its subconsultants, are retained hereunder for the limited purpose of performing certain environmental surveys, providing the results of such surveys to client, and making recommendations with respect to the data produced by the surveys. Alpha is not responsible for the overall environmental status of Client's project, for the interpretation of the survey results by others, for any use of its reports by Client or others except as specifically set forth herein, or for any other matter not encompassed in the specific assignment given to Alpha by Client. Any unauthorized use or distribution of Alpha's work shall be at the Client and recipients sole risk. If Client desires to release, or for Alpha to provide, our report(s) to a third party not described above for that party's reliance, Alpha will agree to such a release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this agreement, in addition to a fee for extending our liability to a new party. The Client shall indemnify, defend and hold harmless Alpha and its subconsultants from any claims, damages, costs, losses and expenses, including but not limited to attorney fees and costs on arbitration, trial or appeal arising out of unauthorized or third party use of Alpha's reports.
9. **SAMPLES:** All samples will be discarded 30 days after submission of our final report unless other arrangements are made.
10. **PAYMENTS TO CONSULTANT:** Invoices will be submitted periodically for prior services. An account will become delinquent thirty days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1-1/2%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which our office submitting the invoice is located).
11. **OTHER PROVISIONS:** Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party by providing written notice. This agreement supersedes any contract language which may be issued by client as a matter of standard purchasing protocol without regard to the unique nature of professional services.

An opinion of construction, remediation and restoration costs prepared by Alpha represents our judgement as a professional. Since we have no control over the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that Alpha, in performing professional services for the Client with respect to hazardous substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment. It is understood that Alpha is not the generator or site operator and does not own the hazardous waste discovered, handled or removed from the owner's property. Client agrees under advice from client's counsel to timely disclosure to appropriate public agencies as required by law; any information that may be necessary to prevent damage to human health, safety, or the environment. Client agrees that Alpha and its consultants are not responsible for the creation of the condition(s) Alpha is being asked to investigate and that it would be unfair for Alpha to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that Alpha's failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate and mutually agreed upon techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold Alpha liable for creating the condition(s) or the spread of the condition(s) providing Alpha meets a reasonable standard of care and/or as described by supplemental proposal. Accordingly, Client Waives any resulting claims against Alpha and its consultants, and agrees to defend, indemnify and hold harmless Alpha and its consultants from any and all claims or liability for injury or loss arising from the creation of the original condition(s) or the unintentional exacerbation of the original condition(s) by Alpha, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition and/or allowing any condition to exist. Client also agrees to fairly compensate Alpha and its consultants for any time spent and expenses incurred in the defense of any such claim.

Alpha does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this agreement.

In the event there is a dispute between Alpha and the Client concerning the performance of any provision in this agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs on trial or appeal. In addition, Client agrees to pay Alpha for all employee time, costs, and witness costs incurred for collection activity.

This agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, Alpha shall be entitled to its portion of fees for any work performed in accordance with the above rate 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: 09/12/23

SUBJECT:

Information for discussion and direction related to the Cove

STAFF RECOMMENDATION:

Provide staff direction

EXECUTIVE SUMMARY:

The Urban Renewal Commission directed staff to invite the members of the July 28, 2023 Water Quality meeting (minutes attached) to discuss approaches to improve the water quality of the Cove. It is anticipated that the members of the July 28, 2023 meeting will be participating in the September 12, 2023 Urban Renewal Commission meeting.

Urban Renewal Commissioners (Mitchell, McGriff, O'Donnell, Marl) participated in a site visit of the Lake Oswego Corporation (LOC) facilities and water quality improvements within Oswego Lake with LOC staff. The site visit included a discussion of the monitoring, treatment methods, and mechanical investments (aeration) that have been made to improve water quality and manage/address blue green algae blooms. In addition, an understanding of the water quality, sediment make up, water temperature variation, and water movement were discussed as important baseline information that would help to understand the potential causes of blue green algae blooms within the Cove and potential methods to mitigate and improve the water quality to reduce the potential of a blue green algae bloom.

Staff met with representatives from the Portland Permits Section of the US Army Corp of Engineers to discuss the water quality issues at the Cove and the process to obtain or reinstate a dredging permit at the mouth of the Cove. The ACOE staff indicated that a joint permit with the Department of State Lands and Oregon Department of Environmental Quality would be the process to initiate a dredging permit

(www.nwp.usace.army.mil/missions/regulatory/apply). As a follow up to the meeting, the previous dredging permit information was provided to ACOE staff for review.

Additional consultation with the Oregon Department of State Lands and the Department of Environmental Quality will be necessary and would be part of the joint permit. Initial studies would be necessary to understand the project scope and design, sediment structure, sources of contamination in the area, disposal area, and habitat impacts (A complete understanding of the studies and scope will change depending on the scope and impacts of the dredging and requests from the reviewing agencies).

At this time is unclear if dredging the mouth of the Cove would significantly improve the water quality in the Cove to the point that no other water quality mitigation methods would be necessary or if there are other mitigation methods that could be implemented that would preclude the need to dredge the mouth of the Cove.

Staff will be available to assist with the discussion.

BACKGROUND:

OPTIONS:

1. Provide direction to staff

BUDGET IMPACT:

Amount:

FY:

Funding Source(s):

July 28, 2023

SUBJECT: COVE WATER QUALITY, APPROACHES TO, MEETING SUMMARY

SUMMARY: On this date, met with the below listed individuals to engage in a discussion focused on potential approaches to mitigate water quality in the area commonly referred to as “THE COVE”.

LIST OF ATTENDEES AND THEIR QUALIFICATIONS (and areas of expertise):

Jerry Hermann – President, Rivers of Life Center

- Organizer of this meeting
- Former Natural Resources Committee member

Richard Craven –

- Instrumental in obtaining Cove dredging permit (2x)
- Formerly with the Corps of Engineers
- Environmental Consultant
- Extensive managerial experience in Fisheries, Wildlife, bank stabilization (swales)
- Clackamas River Basin Council member
- Former Natural Resources Committee member

John Borden –

- 1 of 3 authors of the THREE BASIN RULE
- Work history with DEQ, State water resources, Department of Forestry
- Private consultant – Water Law and Water Resources

Doug DeHart –

- Oregon Department of Fish and Wildlife – head of Fisheries
- History includes National Marine Fisheries
- Expert in habitat restoration, salmon and andromedas species
- Former Natural Resources Committee member

James Graham -

- Oregon City Economic Development

Frank O'Donnell -

- Commissioner, Oregon City (recorder of this meeting – please forgive any errors!)

PROBLEM STATEMENT: Water quality in THE COVE is the single biggest obstacle to maximum utilization of this resource.

MEETING AND DISCUSSION GUIDELINE: All potential solutions and approaches are welcome and will be discussed.

MEETING GOAL: Improve water quality in THE COVE, avoiding a seasonal (June, July, August, September) hazard to health due to algae bloom and increase and stabilize water quality at a high level, thereby increasing recreational and community usage and increasing the asset value of THE COVE as Fishery and Wildlife habitat and as developable resource.

POTENTIAL SOLUTIONS AND METHODS DISCUSSION:

- Increase water exchange among thermoclines (temperature differentials) in the Cove water
 - Aeration
- Lower overall water temperature in the Cove by increasing water exchange in the Cove
 1. Dredging at mouth of Cove and downstream
 2. Introduce Water Environmental Services effluent
- Utilize free clean fill to entirely fill in existing body of water
 1. Problematical – balanced cut and fill? (waters are defined as “waters of the United States”)
 2. Volume of material necessary

DISCUSSION (abridged meeting minutes, not attributed to individual participants):

- It was agreed that the focus should be on a cold water body of water
- Input on the dredging permit revealed the need to interface with The Corps of Engineers and Department of State Lands and usually involves a “start over” approach
- The THREE BASIN RULE basically states that there will be no flow increase greater than that established 15 – 20 years ago (please check with John Borden regarding the correctness of this summary)
- DEQ and the EPA are enforcers of the THREE BASIN RULE.
- Effluent discharge methods include via filtration ponds or direct discharge. (All agreed that only direct discharge would provide the necessary volumes and flow rates.)
- Perforated pipe installed in the (Weeping) peninsula was discussed but fears of destabilizing the peninsula minimized this discussion.
- Regardless of the approach, information to be gathered includes the volume of water in The Cove, seasonal temperatures of water in THE COVE, temperatures at different thermoclines in THE COVE (algae blooms at specific temperatures which will vary with depth of water), volume and temperature of water to be potentially introduced to THE COVE via the WES discharge.
- What historical data is available

SOLUTIONS LISTED IN INCREASING ORDER OF COST AND PERMIT NECESSITY:

1. **Aeration** – relatively inexpensive, exchange of water at different temperature levels may alleviate algae bloom
2. **Effluent introduction from Water Environmental Services** – establish compliance with Three Basin Rule, determine potential positive effect on decreasing water temperature, engage participants and governing agencies
3. **Dredging** – permit required, dredging will not be limited only to the mouth of THE COVE, but some distance downstream

ACTION ITEMS: (Although O.C. Staff is frequently identified, seeking the assistance of others is expected.

- Contact governing agencies regarding restoration/obtaining of dredging permit (Oregon City Staff)
- Determine scope and cost of pursuing AERATION SOLUTION (Oregon City Staff)
- Continue discussion with WES regarding introduction of WES effluent into Cove (Oregon City Staff)
- Compile a summary of “Beneficial Impacts” (future use in seeking governing agency approvals and sources of funding.
- Explore Federal Funding and Assistance – THE COVE being a Federal Body of Water (confirm) are monies available via The Clean Water Act?

Conclusion and Final Comments:

Summarizing the spirited and abundance of information being provided by the panel was/is challenging. Expect errors and omissions in this summary. Feel free to edit and improve this summary.

My thanks to Jerry Hermann for organizing this meeting and to each of the participants who provided their wealth of knowledge and experience.

We know this is a daunting task, Hopefully, this first meeting provides a framework for progress.

Respectfully,

Frank O'Donnell
Commissioner, Oregon City



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 19, 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 Denyse McGriff, Commissioner Rocky Smith, Commissioner Adam Marl, Commissioner Doug Neeley, Commissioner Frank O'Donnell, Chair Mike Mitchell

EXCUSED: 1 – Vice Chair Shawn Cross

STAFFERS: 8 – City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Economic Development Manager James Graham, Public Works Director John Lewis, Finance Director Matt Zook, IT Director Mike Dobaj, Communications Manager Jarrod Lyman

CITIZEN COMMENTS

1. Public Comment - Jerry Herrmann

Oregon City Resident Jerry Herrman submitted a written comment regarding Urban Renewal considerations for the Stimson property and Clackamette Cove. The comment is included in the agenda packet.

DISCUSSION ITEM

2. Urban Renewal Commission Discussion of the Clackamette Cove Properties

Tony Konkol, City Manager, offered a summary of the most recent plans approved for the Clackamette Cove properties, and described how the project has changed over time. He discussed challenges connected with the property, including habitat restoration requirements and the need to elevate the building area above the flood line.

Commissioner Neeley suggested partnering with the Metro Regional Government on habitat restoration of the Cove.

Commissioner O'Donnell raised concerns about water quality at the Cove and emphasized the importance of addressing algae bloom and lowering the water's temperature in order to raise the property's value. He also suggested reassessing a dredging permit.

Commissioner Neeley inquired about the Water Environmental Services' (WES) proposed project to run a line into the Willamette River. Mr. Konkol reported that the project was in planning stages and that discussions were underway about selecting a location to discharge the line. Commissioner O'Donnell suggested researching if the line could be discharged at Clackamette Cove.

Commissioner Marl stated, in response to the public comment issued by Jerry Herrman, that the Urban Renewal Commission (URC) did research mitigation credits in regard to this project but did not pursue them because the mitigation credits' orientation toward restoration rather than recreation would have adversely affected the URC's tourism goals. Mr. Konkol agreed that these conflicting goals had concerned RestoreCap, the organization with which the URC had formerly sought to collaborate on the Cove project. Mr. Konkol added that that he was currently seeking advice from the City of Gladstone and from Columbia Restoration, who had recently pursued a similar wetland development project.

Commissioner O'Donnell asked who would be likely to do the research to find out if the URC could reopen the habitat restoration of the Cove, and Mr. Konkol replied that he and John Lewis, Public Works Director, would be the correct persons to do so.

Motion made by Commissioner Neeley, seconded by Commissioner McGriff, that the City Manager explore collaboration with Water Environmental Services to improve the water at the Cove, and with partners such as Metro Regional Government to make the area more accessible to development.

The motion passed by the following vote:

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

Commissioner McGriff asked about the history of improvements at Clackamette Cove. Mr. Konkol replied that a private developer had built an apartment complex with supporting amenities. Commissioner McGriff suggested that the URC revisit the goals of the project plan without entirely reinventing it.

Commissioner Mitchell asked how recently the last Master Plan for the Cove had been approved. Mr. Konkol replied that it had been approved in 2019. Commissioner Mitchell asked if the approval was still valid, and Mr. Konkol replied that master plan approval usually remains valid for ten years. Commissioner O'Donnell suggested considering the old plan for its historical value, while creating an updated plan.

Motion made by Commissioner O'Donnell, seconded by Commissioner McGriff, to direct City Staff to research obtaining a new permit that would allow an increase of exchange of waters between the Cove and the Clackamette.

The motion passed by the following vote:

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

Chair Mitchell asked a question about how land use requirements relate to URC plans. Mr. Konkol explained that when a property is owned by the URC, it is not subject to outside land use requirements and may be used as the URC sees fit.

3. Discussion of 214 Tumwater Drive and 313 S 2nd Street Properties

Mr. Konkol explained various right-of-way issues related to the City-owned properties of 214 Tumwater Drive and 313 S 2nd Street. Commissioner O'Donnell asked what the size of the encroachments were, and Mr. Konkol replied that they measured three to five feet.

Commissioner McGriff asked if City staff had discovered why these properties had been purchased with URC funds but were owned by the city. She also asked whether, if the properties were sold, the money should be returned to the URC. Mr. Konkol replied that staff had not discovered the reason for the ownership arrangement, and that the funds should be returned to the URC if they were sold.

Commissioner McGriff suggested selling these two properties. Commissioner Marl expressed disinclination to sell the properties until other uses for them could be discussed. Commissioner Smith said he was also not ready to consider selling the properties, suggesting that it would be preferable to see how the trail plans develop. He added that the area was likely to change significantly in the next ten years because of upcoming developments and that it would be preferable to keep the properties.

Commissioner Marl concurred with Commissioner Smith. He suggested waiting for the Facilities Master Plan to be completed and for a decision to be made about the Center Street property before considering selling the two properties under discussion. Chair Mitchell concurred with Commissioners Marl and Smith.

Commissioner Neeley asked when the properties in question had been purchased. It was determined that the purchase had taken place more than ten years ago.

Commissioner McGriff emphasized the benefit of repairing the fabric of the residential neighborhood where the properties in question are located by allowing them to be developed for residential use.

Motion made by Commissioner McGriff, seconded by Commissioner Neeley, to research the transfer of the 214 Tumwater Drive and 313 S 2nd Street properties to the Urban Renewal Agency, and to rectify all encroachments.

The motion passed by the following vote:

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

COMMUNICATIONS

There were no further communications.

ADJOURNMENT

Chair Mike Mitchell adjourned the meeting at 6:51 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder