



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 18, 2024 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
 - 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 public comment 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
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REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3.a. Hispanic Heritage Month Proclamation

3.b. Atkinson Memorial Congregational Church Centennial Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

5.a. Oregon City School District Bond Proposal

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

7.a. Resolution No. 24-25 Accepting the Right-of-Way of a Portion of Forsythe Road

7.b. Personal Services Agreement with Archaeological Investigations Northwest, Inc for Cultural Resource Management Services during the Clackamette Park Boat Ramp Design Phase

7.c. OLCC: Liquor License Application – New License Application, Retail On-Premises Sales and Consumption at this Location; Watershed Café & Bistro, LLC 812 Main Street, Oregon City

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

9.a. 2024 Community Survey

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

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's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must 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](#) 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 WPMC at 503-650-0275 for a programming schedule.

PROCLAMATION

HISPANIC HERITAGE MONTH

- Whereas,** in honor of Hispanic Heritage Month, the City of Oregon City is pleased to celebrate the Hispanic and Latino/a/x community throughout our city; and
- Whereas,** National Hispanic Heritage Month is celebrated in the United States from September 15 to October 15. The observance was introduced in 1969 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover a 30-day period; and
- Whereas,** Hispanic Heritage Month celebrates the history, traditions, and culture of the Hispanic and Latino/a/x residents of Clackamas County. We admire the invaluable ways they contribute to our city by bringing a rich diversity and growth to our community; and
- Whereas,** we strive to continue to commemorate this month by recognizing and dedicating ourselves to working together to address the challenges that still face our Hispanic and Latino/a/x population.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

September 15 to October 15, 2024

as

Hispanic Heritage Month

And, call upon the people of Oregon City to join their fellow citizens across the United States in recognizing and participating in this special observance.

In Witness Whereof, I have hereunto set my hand this day 18th day of September 2024.

DENYSE C. MCGRIFF,
Mayor

PROCLAMATION
THE ATKINSON MEMORIAL CHURCH CENTENNIAL

WHEREAS, Dr. John McLoughlin founded and platted Oregon City in 1844, and

WHEREAS, in 1849, the “First Congregational Church”, and the First Congregational Society were incorporated under the laws of Oregon Territorial Legislative Assembly; and

WHEREAS, since its inception in 1849 the First Congregational Society of Oregon has been housed in three successive churches. This third church, the Atkinson Memorial Church, was begun in 1924 and dedicated on February 1, 1925; and

WHEREAS, this prominent landmark was built at the corner of John Adams and Sixth Street, adjacent to the Carnegie Library and Library Park, and the Fire Station/Old City Hall; and

WHEREAS, this church is on the National Register of Historic Places (1982) and is a local historic landmark built in the Gothic Revival style and contains fifteen (15) magnificent Povey Brothers, stained glass windows, which are examples of the pastoral form utilized in churches in this area; and

WHEREAS, in 1936, the church was renamed in honor of George Henry Atkinson, pioneer educator and the second minister of the church; and

WHEREAS, since its founding, the congregation continues its mission of emphasis on inviting connection, inspiring spiritual growth, and igniting action for justice; and

WHEREAS, from its humble origins in 1924, the Unitarian Universalist Congregation at Willamette Falls continue to serve its congregation and the Oregon City community in small and big ways; and

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

September 21, 2024

As

Atkinson Memorial Congregation Church Centennial Day

And, call upon the citizens of Oregon City to recognize and celebrate the 100th anniversary of the iconic building

In Witness Whereof, I have hereunto set my hand on this 18th day of September 2024

Denyse C. McGriff, Mayor



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 18, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Resolution No. 24-25 Accepting the Right-of-Way of a Portion of Forsythe Road

STAFF RECOMMENDATION:

Approve Resolution No. 24-25, accepting the right-of-way of a portion of Forsythe Road.

EXECUTIVE SUMMARY:

During the assessment of the 5-year Pavement Maintenance Utility Fee (PMUF) plan (to determine what roadways require maintenance within the next five years), staff discovered that Forsythe Road is under the jurisdiction of the County. This jurisdiction includes a portion of Forsythe Road (west of the Clackamas River) located solely within Oregon City limits. This portion of roadway connects to other City roadways (Boardwalk Avenue and Park Place Court). Due to this discovery, the City and County agree that now is the proper time to transfer jurisdictional authority over this portion of public right-of-way on Forsythe Road from the County, to the City. To initiate this jurisdictional transfer, the County and City have entered into an Intergovernmental Agreement. To complete the transfer, the City must adopt a resolution accepting the portion of Forsythe Road as City right-of-way.

BACKGROUND:

In January 1989, a large section of the western portion of Clackamas County (located adjacent to City Limits) was annexed into the City by the Holcomb, Outlook, Park Place (HOPP) Health Hazard Annexation. As part of the annexation, most roadways (in what is now the Park Place neighborhood) were transferred from County jurisdiction, to City jurisdiction under Metro Proposal 2570. The history surrounding the road transfers is not well documented, and it is assumed that Forsythe Road remained under County jurisdiction since the road is located both in the City, and in the County.

When determining what roads to pave as part of the 5-year Pavement Utility Fee (PMUF) plan, staff discovered that a portion of Forsythe Road (located west of the Clackamas River) is solely within Oregon City limits. This portion of roadway connects to other City roadways (Boardwalk Avenue and Park Place Court). Due to this discovery, the City and County agree that now is the proper time to transfer jurisdictional authority over this portion of public right-of-way on Forsythe Road from the County, to the City.

As specified in the 1990 Urban Growth Management Agreement (between the City and the County), this type of transfer may be completed by way of an Intergovernmental Agreement (IGA). Such an agreement shall state that the County agrees to pay (to the City) a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the

existing pavement roadways for roadways that are not built to City standards.

As a first step of jurisdictional transfer, the County and City have entered into an IGA. The City approved the IGA on July 17, 2024. Clackamas County Board of Commissioners approved their portion of the IGA on September 5, 2024. The cost to pave the portion of Forsythe Road located in the Oregon City Limits (west of the Clackamas River, connecting to Boardwalk Avenue and Park Place Court) is \$23,590. This amount shall be paid to the City, as part of this jurisdictional transfer. To complete the transfer, the City must adopt a resolution accepting this portion of Forsythe Road as City right-of-way.

The area of transfer is legally written in Exhibit A and depicted in Exhibit B.

OPTIONS:

1. Approve Resolution No. 24-25 Accepting the Right-of-Way of a Portion of Forsythe Road.
2. Approve Resolution No. 24-25 Accepting the Right-of-Way of a Portion of Forsythe Road with Amendments.
3. Deny Resolution No. 24-25 Accepting the Right-of-Way of a Portion of Forsythe Road and provide further direction.

BUDGET IMPACT:

Amount	\$23,590 (Revenue)
Fiscal Year(s):	2024/2025
Funding Source(s):	Transportation Fund

RESOLUTION NO. 24-25

A RESOLUTION ACCEPTING THE RIGHT-OF-WAY OF A PORTION OF FORSYTHE ROAD

WHEREAS, Oregon Revised Statutes (ORS) 373.270 provides a mechanism to surrender jurisdiction of a county road within a city to a city; and

WHEREAS, a portion of Forsythe Road has been within Oregon City's (City) jurisdictional boundary since 1989 via the Holcomb, Outlook, Park Place (HOPP) Health Hazard Annexation; and

WHEREAS, the City desires to consolidate its authority over roadways within its jurisdictional boundary; and

WHEREAS, on July 17, 2024, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City and Clackamas County related to the transfer of a portion of Forsythe Road; and

WHEREAS, surrender of the jurisdiction on a portion of Forsythe Road within Clackamas County was requested from the Board of County Commissioners of Clackamas County (County), in the Intergovernmental Agreement between the County and City on September 5, 2024; and

WHEREAS, the Intergovernmental Agreement was approved by the County and signed by the County Chair on September 5, 2024; and

WHEREAS, the County passed Board Order No. 20240905.II.E.1, on September 5, 2024, which offers to surrender jurisdiction of a portion of Forsythe Road to the City

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The surrender of County jurisdictional authority over the portion of public right-of-way as described in **Exhibit A** and depicted in **Exhibit B**, pursuant to ORS 373.270.

Section 2. This Resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 18th day of September 2024.

Denyse C. McGriff, Mayor

Attested to this 18th day of September 2024:

Approved as to legal sufficiency:

City Recorder

City Attorney

Exhibit "A"

S Forsythe Road Transfer of Jurisdiction

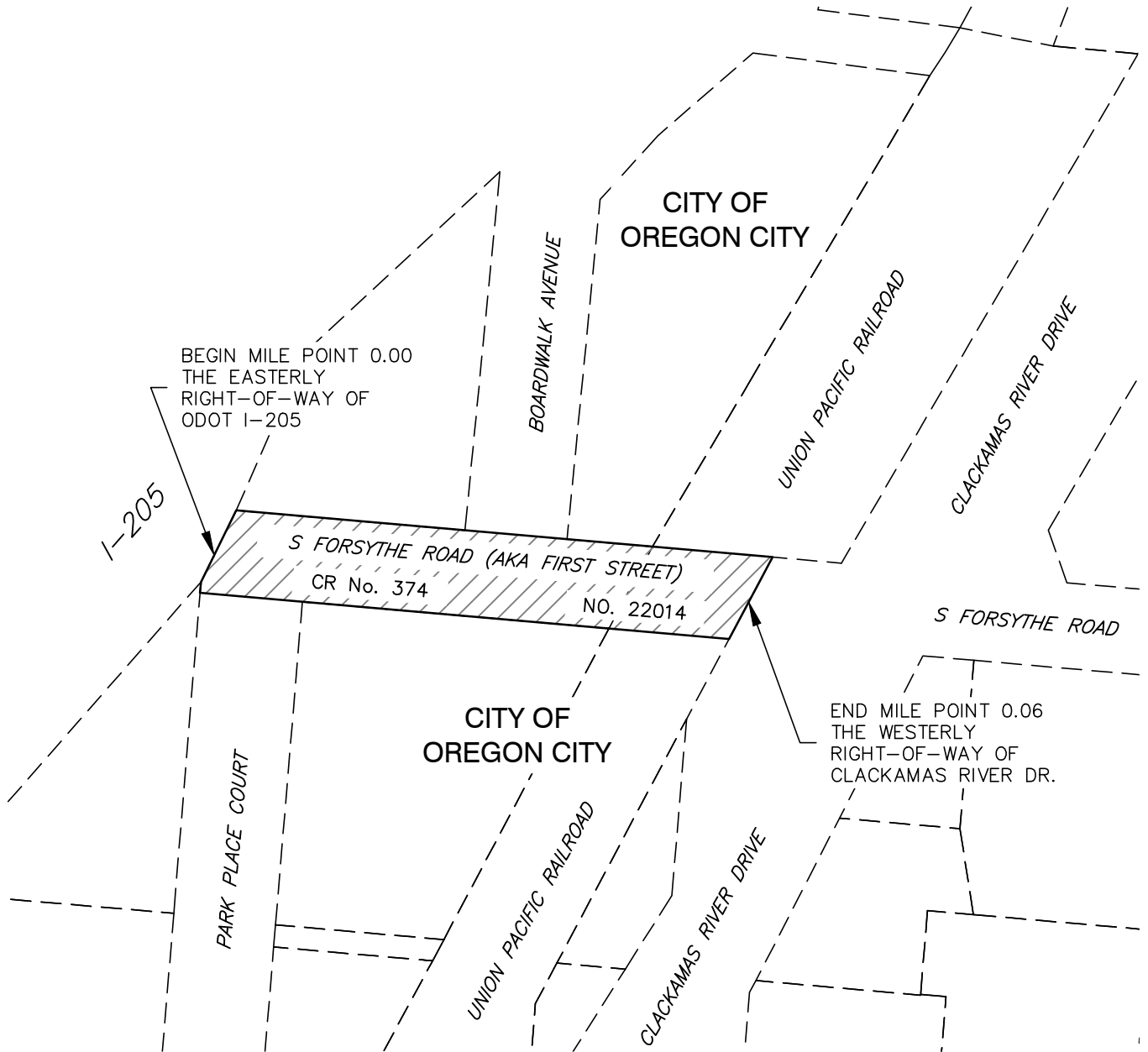
Clackamas County to City of Oregon City

Description

All of that portion of S. Forsythe Road, County Road No. 374, Department of Transportation and Development Maintenance No. 22014; Situated in the southeast 1/4 of Section 20, T. 2 S., R. 2 E., W.M., lying east of and between ODOT I-205 right-of-way, (begin mile point 0.00) and west of the westerly right-of-way of Clackamas River Drive, County Road No. 57, (end mile point 0.06), as shown on Exhibit "B", attached hereto, and by this reference a part hereof. Total length being approximately 317 feet long.

Contains 15,720 square feet, more or less.

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
15,720 Sq. Ft.

LOCATED IN THE SE 1/4 OF SECTION 20,
T. 2 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 5/29/2024
JURISDICTIONAL TRANSFER
S FORSYTHE ROAD
COUNTY ROAD NO. 374

SHEET
1 OF 1

Vicinity Map





DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 5, 2024

BCC Agenda Date/Item: 20240905 II.E.1

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Oregon City to transfer a portion of S Forsythe Road. Total value is \$23,590. Funding through Community Road Fund. No County General Funds are involved.

Previous Board Action/Review	09/03/2024: Discussion Item at issues		
Performance Clackamas	1. Build trust with good government		
Counsel Review	Yes	Procurement Review	No
Contact Person	Rick Maxwell	Contact Phone	503-742-4671

EXECUTIVE SUMMARY:

There are certain County roads, such as S Forsythe Road in Oregon City, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. To eliminate confusion to the public and to improve the efficiencies of maintenance and public service a jurisdictional transfer is needed. The IGA sets forth the process for the City to assume exclusive jurisdiction over S Forsythe Road, which contains approximately 15,720 square feet of Right-of-Way. The proposed IGA also formalizes an agreement to provide funds to the City of Oregon City in the amount of \$23,590, which is equal to the cost of a 2" asphalt overlay. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

For Filing Use Only

County staff have been negotiating with the City of Oregon City and they have reached this agreement for the transfer for an approximately 317 foot long section of S Forsythe Road.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Oregon City related to the transfer of jurisdiction of a portion of S Forsythe Road.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
S FORSYTHE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Oregon City (“City”), a municipal corporation of the State of Oregon, and Clackamas County (“County”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, S Forsythe Road., currently labeled as county road no. 22014 is a County Road as defined under ORS 368.001 (“S Forsythe Road”) that is wholly within the boundary of the City, and as fully described in Exhibit “A” and depicted in Exhibit “B,” attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to acquire full and absolute jurisdiction of S Forsythe Road, including for maintenance and permitting purpose;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer full and absolute jurisdiction over any County Road within a city to a city through a surrendering of said jurisdiction by the county and through an acceptance of said jurisdiction by a city;

WHEREAS, the Parties desire to pursue a transfer of S Forsythe Road under pursuant to ORS 373.270, and acknowledge that S Forsythe Road should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of said transfer.

AGREEMENT

NOW, THEREFORE, Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective on the last day of signature by a Party indicated below and shall expire automatically at the time the City accepts jurisdiction of S Forsythe Road pursuant to ORS 373.270.
2. **City Responsibilities.**
 - A. The City shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the City to acquire full and absolute jurisdiction over S Forsythe Road.

- B. The City accepts full and absolute jurisdiction over S Forsythe Road under ORS 373.270 in the event that the governing body of the City and the governing body of the County, determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

3. County Responsibilities.

- A. Once the City initiates the process to accept the jurisdiction of S Forsythe Road, the County shall carry out those procedures set forth in ORS 373.270 for purposes of surrendering said jurisdiction to the City. The County shall not unreasonably delay or withhold its consent to the transfer of S Forsythe Road and shall complete the process to finalize the transfer within 120 days from the date that the City concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the City fails to find that it is necessary, expedient or for the best interests of the City to surrender jurisdiction over S Forsythe Road.
- B. In the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein, the County will make a one-time payment to the City in the sum of \$23,590, which is equivalent to the costs associated with the construction of a 2-inch asphalt overlay on the portion of S Forsythe Road identified in the exhibits attached to this Agreement. The sum of \$23,590 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over S Forsythe Road is surrendered to the City.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.

- E. A termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one

agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



Chair

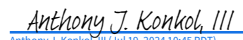
09/05/2024

Date



Recording Secretary

CITY OF OREGON CITY


Anthony J. Konkol, III (Jul 19, 2024 10:45 PDT)

City Manager

Jul 19, 2024

Date


Evan Lee (Jul 19, 2024 10:59 PDT)

Recording Secretary

Exhibit "A"

S Forsythe Road Transfer of Jurisdiction

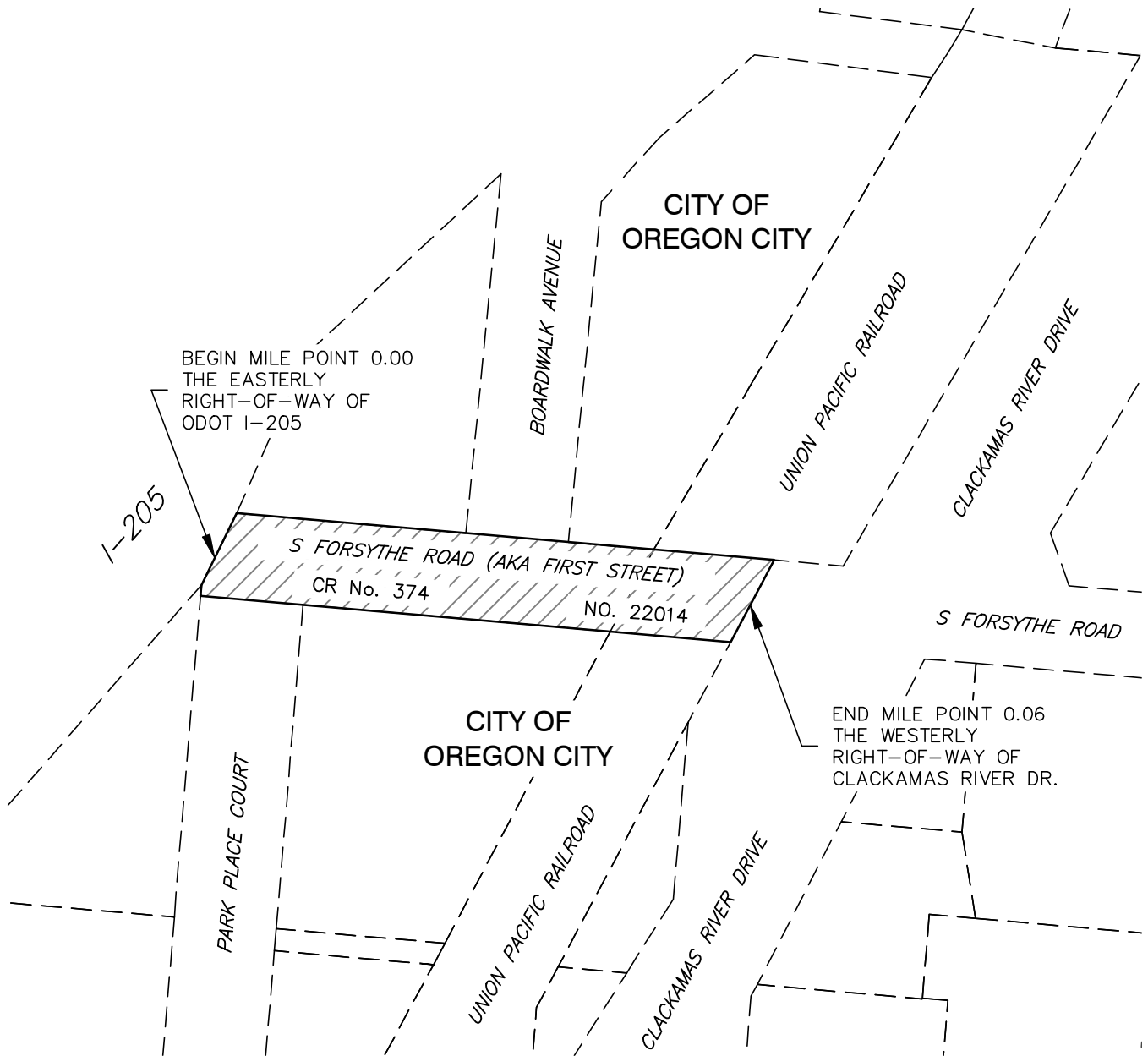
Clackamas County to City of Oregon City

Description

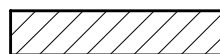
All of that portion of S. Forsythe Road, County Road No. 374, Department of Transportation and Development Maintenance No. 22014; Situated in the southeast 1/4 of Section 20, T. 2 S., R. 2 E., W.M., lying east of and between ODOT I-205 right-of-way, (begin mile point 0.00) and west of the westerly right-of-way of Clackamas River Drive, County Road No. 57, (end mile point 0.06), as shown on Exhibit "B", attached hereto, and by this reference a part hereof. Total length being approximately 317 feet long.

Contains 15,720 square feet, more or less.

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
15,720 Sq. Ft.

LOCATED IN THE SE 1/4 OF SECTION 20,
T. 2 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON



NTS

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 5/29/2024
JURISDICTIONAL TRANSFER
S FORSYTHE ROAD
COUNTY ROAD NO. 374

SHEET
1 OF 1



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 18, 2024
From: Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.b. - Personal Services Agreement with Archaeological Investigations Northwest, Inc for Cultural Resource Management Services during the Clackamette Park Boat Ramp Design Phase

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Archaeological Investigations Northwest, Inc. (AINW) in the amount of \$70,159.00 for cultural resource management services during the Clackamette Park Boat Ramp design phase

EXECUTIVE SUMMARY:

To continue moving forward with the implementation of the Clackamette Park Master Plan, Oregon City Parks & Recreation is requesting approval of an agreement with AINW, Inc. to provide cultural resource management services that will fulfill any state and federal permitting or grant application requirements for construction of a new boat ramp at Clackamette Park.

BACKGROUND:

The Clackamette Park Master Plan has now been approved by City Commission. This Master Plan and earlier studies identified the location and need for a new public boat ramp in Clackamette Park to serve the boating community that relies on access to the Willamette River below the falls. The existing boat ramp was closed due to safety concerns. A hydrology study and preliminary engineering designs were completed, but progress on construction of the boat ramp was paused while the Clackamette Park Master Plan was moving through the approval process. Oregon City Parks & Recreation is ready to move forward with this project and the first step will be the cultural resource planning and management services outlined in the attached scope of work (Exhibit A). State and Federal grants will be part of the funding strategy for construction of the new boat ramp, particularly the Boating Facilities Grants administered by the Oregon State Marine Board (OSMB). OSMB has included cultural resource requirements in their grant programs to ensure applicants adequately study and mitigate impacts to cultural sites and resources. This scope of work will meet these grant requirements and ensure the rich history of the Oregon City area is protected and preserved during construction. This procurement follows Oregon City Municipal Code 2.40.020 which allows use of the Attorney General Model Rules for Engineering and Architectural Services. Archaeological investigations are typically considered a “related service” under these rules and, as such, may follow Oregon Administrative Rules (OAR) for Engineering and Architectural Services.

These rules allow direct appointment of Engineering, Architectural, or Related Services where the anticipated consultant fee is no greater than \$100,000.

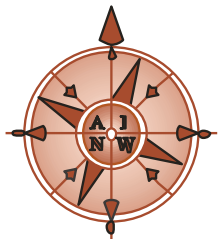
The total budget of this phase of the project is \$72,000 and the contract agreement is in alignment with that budget. The project is anticipated to be completed before the end of the FY24/25 fiscal year and will be paid for using Water Environment Services Good Neighbor Funds, which are budgeted at \$205,000 for the FY24/25 fiscal year. Staff have also applied for a Cycle 3 Boating Facilities Grant with Oregon State Marine Board to cover 50% of the cost of this work. That application will be reviewed by the Marine Board in October 2024.

OPTIONS:

1. Approve Personal Services Agreement with Archaeological Investigations Northwest, Inc for Cultural Resource Management Services during the Clackamette Park Boat Ramp Design Phase.
2. Approve Personal Services Agreement with Archaeological Investigations Northwest, Inc for Cultural Resource Management Services during the Clackamette Park Boat Ramp Design Phase with Amendments.
3. Deny Personal Services Agreement with Archaeological Investigations Northwest, Inc for Cultural Resource Management Services during the Clackamette Park Boat Ramp Design Phase and provide further direction.

BUDGET IMPACT:

Amount	\$70,159.00
Fiscal Year(s):	FY 24/25
Funding Source(s):	Parks Fund, Potential Oregon State Marine Board Grant



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

MEMO

Date: August 12, 2024

To: Thomas Kissinger, Parks and Cemetery Manager, City of Oregon City

From: Teresa Trost, M.A., R.P.A., Project Manager/Senior Archaeologist

Re: Clackamette Park Boat Ramp – OSMB BFG
Proposal for Cultural Resource Management Services during the Project Design Phase

This proposal is for cultural resource management services to assist the City of Oregon City (the City) during the design phase of the Clackamette Park Boat Ramp project, Clackamas County. The City plans to obtain funding for the design and construction phases of the project through the Oregon State Marine Board (OSMB) Boat Facility Grant (BFG) program, and construction will require a permit issued by the U.S. Army Corps of Engineers (USACE). The project will be subject to the requirements of the OSMB and Section 106 of the National Historic Preservation Act (Section 106), with USACE being the lead regulatory agency. The study area for this design phase is estimated to be 2.0 acres and encompasses a portion of the Park's north shore, a portion of the day-use picnic area, and the western edge of the preexisting parking lot.

In support of the project's design phase, Archaeological Investigations Northwest, Inc. (AINW), would conduct Task 1 – Planning Services and Task 2 – Cultural Resource Survey. The cost for Task 1 would not exceed **\$8,661.00**. The cost to complete Task 2, if no archaeological resource is identified, would not exceed **\$47,420.00**. An additional cost of up to **\$14,078.00** would be incurred if an archaeological resource is identified and artifacts are collected. Assuming an archaeological resource is found, the total cost for Task 1 and Task 2 would not exceed **\$70,159.00**. The detailed cost estimate is on page 3.

Task 1. Planning Services

The planning services task will include up to 40 hours total to conduct the following.

- a) Assist the City in defining the study area and/or APE and preparing letters and/or forms to submit to the USACE and consulting parties, including Native American tribes.
- b) Communicate with consulting parties via emails, phone calls, and meeting attendance.
- c) Assist with the preparation of Appendix B of the BFG application for construction funding.
- d) Provide general advisory service to the City.

Deliverables:

- USGS topographic and aerial maps of the study area/APE
- A .shp/.kmz file of the APE for submission to USACE
- Communication log, meeting minutes

Task 2. Cultural Resource Survey

AINW will conduct a cultural resource survey meeting the requirements of Section 106 and Oregon State guidelines and standards. The survey objective will be to identify archaeological resources and document the historic Clackamette Park. The survey will include the following.

- Archival research of the environmental, cultural, and archaeological context of the project area.
- Preparation and application for a State Historic Preservation Office (SHPO) Archaeological Permit, required to conduct shovel test survey on public land.

Please note that the archaeological work performed under a SHPO Archaeological Permit must be completed as legally required in the permit, which includes completing and submitting a report for the work and curation of artifacts at the Oregon State Museum of Natural and Cultural History. Completing these requirements and obligations, taken on behalf of the City, cannot be terminated even if the project is terminated. If work is under a permit, artifacts must be collected.

- Reconnaissance field survey for archaeological resources and collecting information on the historic resource (Clackamette Park).
- Subsurface survey consisting of up to 20 shovel test probes. Probes will be approximately 30 centimeters (cm) (1 foot [ft]) in diameter and up to 1 meter (3.28 ft) deep. Probes may be completed with a manual auger at starting at depths of 60 cm (2 ft) below the ground surface. Excavated sediment will be screened for artifacts using nested 6.4- and 3.2-millimeter (¼- and ⅛-in) mesh hardware cloth. Sediment will be returned to the hole it came from.
- Preparation of the report, including the following.
 - Results of the archival research.
 - Methods and results of the field survey.
 - Section 106 Documentation Form for Clackamette Park that includes an evaluation of the park's eligibility for listing in the National Register of Historic Places (National Register).
 - Recommendations regarding additional archaeological study, if needed, and an assessment of the project's effect on the historic park.
 - If geophysical survey and/or dog survey for buried human remains occurs, those results will be incorporated into the report.
 - **Task 2a** - If artifacts are collected, the analysis methods and results will be incorporated into the report. Up to 25 artifacts may be present and collected.

Deliverables: Draft and final cultural resource survey report

Archaeological Investigations Northwest, Inc.

CLIENT: City of Oregon City

Project Name: Clackamette Park Boat Ramp - Design Phase

Date: August 12, 2024

Task	Description	Reese PI	Trost PM/ Senior Archaeo.	Lab Director/ Senior Arch.	PM.Snr. Architect. Historian	Supervising Arch. - GPR	APM/Snr. Historian	APM/Superv ising Arch. III/Artifact Analyst	Staff Archaeolog. (n=4)	Architectur al Historian	Graphics- GIS	Research/ Proj. Assist./ Proj. Admin	Lab Manager	Hours	Labor	Expenses	Total
1	Planning Services	2	40								3	2		47	\$8,661.00		\$8,661.00
2	Cultural Resource Survey (no archaeological resource)	2	33		12		58	84	100	26	16	20		351	\$47,179.72	\$240.53	\$47,420.25
2a	Resource Form; Analysis and Curation (1 archaeological resource; up to 25 artifacts)	1	1	33				19					34	88	\$13,191.00	\$887.50	\$14,078.50
	Total Labor Hours	5	74	33	12	0	58	103	100	26	19	22	34	486			
	Labor Rates	\$243.00	\$185.00	\$185.00	\$185.00	\$150.00	\$139.50	\$150.00	\$96.00	\$112.22	\$185.00	\$110.00	\$112.00				
	Total Labor	\$1,215.00	\$13,690.00	\$6,105.00	\$2,220.00	\$0.00	\$8,091.00	\$15,450.00	\$9,600.00	\$2,917.72	\$3,515.00	\$2,420.00	\$3,808.00	\$69,031.72		\$1,128.03	\$70,159.75
	DIRECT EXPENSES - CR Survey	Each	Qty	Total													
	Vehicle Mileage (1 trip to Chachula)	\$0.670	142	\$95.14													
	Vehicle Mileage (31 mi RT; 3 trips 2 vehicles; 1 trip 1 vehicle)	\$0.670	217	\$145.39													
	TOTAL EXPENSES TASK 2			\$240.53													
	DIRECT EXPENSES - Curation	Each	Qty	Total													
	Mileage (RT x 1) artifact delivery to UOMNC	\$0.67	250	\$167.50													
	Archival quality photos	\$20.00	1	\$20.00													
	UMONCH Curation fee	\$700.00	1	\$700.00													
	TOTAL EXPENSES TASK 5			\$887.50													
	TOTAL EXPENSES			\$1,128.03													
						FN = 2024D											

The City may at a future time request AINW to conduct any of the following tasks. A detailed cost breakdown will be provided with the formal proposal for each task.

Task 3. Monitoring and Inadvertent Discovery Plan

AINW would modify as necessary the Inadvertent Discovery Plan prepared by AINW for the City's Public Works Department and draft a project specific monitoring plan. Associated consultation would be conducted under Task 1.

Deliverable: Draft and final plan document

Cost (not to exceed): \$3,360.00

Task 4. Geophysical Survey(s): Any or all of three types of geophysical survey could be recommended by AINW and/or requested by a Native American tribe: ground penetrating radar (GPR), electromagnetic mapping (EM), and electrical resistivity. The ground penetrating radar survey would be conducted by AINW. The electromagnetic and electrical resistivity surveys would be conducted by AINW's subconsultant Earth Dynamics, LLC, Portland, Oregon. The GPR and EM surveys would encompass the study area, where feasible. The electrical resistivity survey would be up to 10 profiles 10 feet apart with 3-foot electrode spacing in areas in which the electrodes could be inserted into the ground such as unpaved areas or cobble-free shore.

Deliverable: Technical reports

Cost (not to exceed): \$33,410.00

Please refer to the attached spreadsheet for the cost of each survey. The total cost for the three surveys combined would not exceed \$61,521.00. Subconsultant fees are not marked up.

Task 5. Historical Human Remains Detection K9 Survey: If requested by a Native American tribe and approved by the City, AINW would retain Canine Forensics Foundation, Sequim, Washington, to conduct the survey. The subconsultants fee is not marked up.

Deliverable: Technical reports

Cost (not to exceed): \$12,225.00

Task 6. Archaeological Resource Mitigation Plan

Preparation of a mitigation plan for adverse effects to an archaeological resource eligible for listing in the National Register. This task includes up to 50 hours by the project manager/senior archaeologist, with support staff, for the following services.

- Preparation of the mitigation plan, Memorandum of Agreement, or Programmatic Agreement document.
- Coordinating and facilitating consultation.

Deliverable: Draft revisions and final draft of document

Cost (not to exceed): \$10,656.00.

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

Archaeological Investigations Northwest, Inc. – Clackamette Park Boat Ramp

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **Archaeological Investigations Northwest, Inc.** ("Consultant").

RECITALS

A. City 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 City 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, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City'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.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Seventy Thousand and One Hundred Fifty Nine Dollars and 00/100 (\$70,159.00)**.

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

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

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

6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City 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 City:

CITY OF OREGON CITY
ATTN: **Thomas Kissinger**
500 Hilda Street
Oregon City, OR 97045

To Consultant:

Archaeological Investigations Northwest, Inc.
ATTN: Teresa Trost
3510 N.E. 122nd Ave
Portland, OR 97230

Consultant shall be responsible for providing the City 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

Archaeological Investigations Northwest, Inc.

By: _____
Thomas Kissinger

Title: Parks and Recreation Deputy Director

DATED: _____, 20__.

By: _____

Title: _____

DATED: _____, 20__.

By: _____
Alexandra Rains

Title: Assistant City Manager

DATED: _____, 20__.

ORIGINAL CITY COMMISSION APPROVAL (IF
APPLICABLE):

Date: _____

By: _____
Anthony J. Konkol III

Title: City Manager

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Attorney

**Local Government Recommendation – Liquor License****Section 1 – Submission - To be completed by Applicant:****License Information**

Legal Entity/Individual Applicant Name(s): Watershed Cafe & Bistro, LLC / Tara Wanstall

Proposed Trade Name: Watershed Cafe & Bistro, LLC

Premises Address: 812 Main St

Ste:

City: Oregon City

County: Clackamas

Zip: 97045

Application Type: ☒ New License Application ☐ Change of Ownership ☐ Change of Location

License Type: F-COM

☐ Additional Location for an Existing License**Application Contact Information**

Contact Name: Tara Wanstall

Phone: 5039560289

Mailing Address: 812 Main St

City: Oregon City

State: OR

Zip: 97045

Email Address: contact@watershedcafeoc.com

Business Details

Please check all that apply to your proposed business operations at this location:

- ☐ Manufacturing/Production at this location
- ☐ Retail Off-Premises Sales at this location
- ☒ Retail On-Premises Sales & Consumption at this location

If there will be On-Premises Consumption at this location:

- ☒ Indoor Consumption ☒ Outdoor Consumption
- ☒ Malt Beverage/Wine/Cider Consumption ☒ Distilled Spirits Consumption
- ☒ Proposing to Allow Minors

Section 1 Continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Applicant Name/Legal Entity Name: Watershed Cafe & Bistro, LLC / Tara Wanstall

Proposed Trade Name: Watershed Cafe & Bistro, LLC

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name:

City of
Oregon City

Optional Date Received Stamp

Date Application Received:

8/29/24

Received by:

D. Edwards

Section 3 – Recommendation - To be completed by Local Government:

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))
- ☐ No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
 - A Director with 3% or more voting stock.
 - An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
 - A Member who owns 20% or more of the membership.
 - An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Wanstall Last	Tara First	Ellen Middle
2. Other names used (maiden, other)			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ If yes, you must list your SSN:			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒			
5. Date of Birth (DOB):			
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #			7. State OR
8. Contact Phone: 5039560289			
9. E-mail Address: tara@watershedcafeoc.com			
10. Mailing Address:			
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Wanstall	Last	Tara	First	Ellen	Middle
Signature:					Date:	

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 18, 2024
From: Jarrod Lyman, Communications Manager

SUBJECT:

Item 9.a. - 2024 Community Survey

STAFF RECOMMENDATION:

NA

EXECUTIVE SUMMARY:

Oregon City conducts a resident survey every two years. The City has the opportunity to include up to three open-ended questions in addition to the standard survey questions. Staff is proposing a question to obtain additional information regarding stated Commission goals moving into the future.

BACKGROUND:

The City of Oregon City conducts a survey every two years to gauge residents' feedback on services provided by the City and what areas they believe City resources should be focused in the coming biennium. The responses from these surveys help the City Commission form their goals during the subsequent Goal Setting Retreat held prior to the start of each new biennium.

While the survey remains mostly unchanged from year to year in order to provide meaningful results that help the City track progress, the City does have the opportunity to include additional open-ended questions to enhance feedback regarding a particular area of focus.

The Commission has heard reports in prior meetings about the current life expectancy of the pool, and has expressed interest in investigating potential methods for funding an updated facility. It is with this in mind the following survey question is being proposed:

"Oregon City's municipal pool was built in 1965. Due to both its age and size, it is unable to meet the demands of our residents. Would you support additional taxes, or a parks and recreation fee, that would provide the necessary funds to construct a new aquatic and recreation facility to meet the demands of residents now and in the future?"

OPTIONS:

1. Approve Resident Survey open ended question.
2. Approve Resident Survey open ended question with Amendments.
3. Deny Resident Survey open ended question and provide further direction.

BUDGET IMPACT:

Amount \$14000
Fiscal Year(s): 2024/2025
Funding Source(s): General