



CITY OF OREGON CITY URBAN RENEWAL COMMISSION AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 2, 2024 at 6:00 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 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

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENTS

Please see the public comment guidelines below.

3. DISCUSSION ITEMS

- 3.a. Personal Services Agreement with Centerline Concepts Land Surveying, Inc for the Stimson Property Survey (PS 24-011)
- 3.b. Minutes of the January 17, 2024 Urban Renewal Commission Meeting
- 3.c. Minutes of the February 21, 2024 Urban Renewal Commission Meeting

4. COMMUNICATIONS

5. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the clerk. When the Chair calls your name, proceed to the speaker table, and state your name and city of residence. Each speaker is given 3 minutes to speak. As a general practice, the committee does not engage in discussion with those making comments. Complaints shall be addressed at the department level prior to addressing the committee.

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](https://www.oregoncity.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 WPMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

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

Staff Report

To: Urban Renewal Commission
From: Tony Konkol, City Manager

Agenda Date: October 2, 2024

SUBJECT:

Item 3.a. - Personal Services Agreement with Centerline Concepts Land Surveying, Inc for the Stimson Property Survey (PS 24-011)

STAFF RECOMMENDATION:

Award the contract and authorize the Executive Director to execute the Personal Services Agreement with Centerline Concepts Land Surveying, Inc in the amount of \$8,850.00 for Record of Survey and Legal Descriptions of right of way to be vacated and right of way to be dedicated related to the Stimson Property (PS 24-011).

EXECUTIVE SUMMARY:

N/A

BACKGROUND:

In preparation for the upcoming Request for Proposal related to the Urban Renewal Property located at 1799 Washington Street (Stimson property), staff are working to clean up the property and right of way around the Urban Renewal Property.

A review of aerial photos from 1969 and 1972 shows the old roadway (Market Road No. 38 - 82nd Street) in a previous alignment, then the alignment of the roadway in the current location, known as Washington Street, is shown in the 1972 aerial photo. Based on these photos and the construction of Interstate 205 occurring between 1967-1970, this change in Washington Street alignment occurred as part of the construction of Interstate 205. The old Market Road No. 38 - 82nd Street alignment is no longer needed as a public right of way.

The attached scope of work (Exhibit A) outlines the deliverables for this work, which are as follows:

- Record of Survey
- Map & Legal Description of the area to be Vacated
- Map & Legal Description of the area to be Dedicated

The attached Map shows a general overview of the Urban Renewal property, as well as the areas for vacation and dedication. As part of this work, Centerline Concepts Land Surveying will work with staff to refine those areas.

Additionally, Urban Renewal will need to pay the Clackamas County Recording Fee at the

time the Record of Survey is recorded with the County Surveyor's Office. Urban Renewal will issue payment for these costs directly to Clackamas County. These costs, both the Centerline Concepts Land Surveying and the County recording fees are within the budget for Urban Renewal.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0200 allows for a direct appointment procedure of Related Services to an Architectural and Engineering Services procurement, when the total contract value is under \$100,000.

OPTIONS:

1. Approve Personal Services Agreement with Centerline Concepts Land Surveying, Inc for the Stimson Property Survey (PS 24-011).
2. Approve Personal Services Agreement with Centerline Concepts Land Surveying, Inc for the Stimson Property Survey (PS 24-011) with Amendments.
3. Deny Personal Services Agreement with Centerline Concepts Land Surveying, Inc for the Stimson Property Survey (PS 24-011) and provide further direction.

BUDGET IMPACT:

Amount	\$8,850.00 + County Recording Fees
Fiscal Year(s):	2024-2025
Funding Source(s):	Urban Renewal Fund

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

STIMSON PROPERTY SURVEY (1795 WASHINGTON STREET) (PS 24-011)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY URBAN RENEWAL AGENCY ("URA") and **CENTERLINE CONCEPTS LAND SURVEYING, 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

Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2024**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URA's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. URA agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **eight thousand one hundred dollars and zero cents (\$8,850.00)**

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

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

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

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City URA Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To CITY OF OREGON CITY URBAN RENEWAL
AGENCY:

City of Oregon City Urban Renewal Agency
Oregon City, OR 97045
Attention: Tony Konkol

To Consultant:

**CENTERLINE CONCEPTS LAND SURVEYING,
INC.
19376 MOLALLA AVENUE, STE. 120
OREGON CITY, OR 97045**

ATTN: James B. Brown, President

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 _____, 2024.

CITY OF OREGON CITY URBAN RENEWAL
AGENCY

**CENTERLINE CONCEPTS LAND SURVEYING,
INC.**

By: _____

By: _____

Name: Anthony J. Konkol III

Name: _____

Title: URA Executive Director

Title: _____

DATED: _____, 2024.

DATED: _____, 2024.

ORIGINAL URBAN RENEWAL APPROVAL (IF
APPLICABLE):

DATE: _____

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 24-011 Stimson Property Survey (1795 Washington)\CONTRACT\Surveyor



**19376 Molalla Ave Ste. 120
Oregon City, OR 97045
503-650-0188**

DATE: SEPTEMBER 5, 2024
ESTIMATE VALID UNTIL: DECEMBER 5, 2024

Bill To:

City of Oregon City
625 Center Street
Oregon City, OR
ATTN: Josh Wheeler
971-322-9745
jwheeler@orc.org

Location of Project:

1799 Washington Ct, Oregon City
2S2E291402 – Clackamas County

Josh,

Thank you for the opportunity to provide you with an estimate for Land Surveying Services for your project located at 1799 Washington St, Oregon City – 2S2E291402 – Clackamas County.

We estimate a fee of \$7,350.00 for the Record of Survey. Please see the enclosed contract for a detailed scope of work.

To proceed with the Record of Survey as outlined in detail in the contract, sign the enclosed SERVICES CONTRACT and return to our office.

The survey work will need to be paid for in full prior to the release of any digital files. All invoices not paid in full will accrue interest at the rate of 1.5% per month until paid in full. We will not be held responsible for any delay of the project due to information not being released for non-payment.

Please call with any questions you may have concerning this proposal. We look forward to hearing from you soon. We accept VISA and MASTERCARD with a 1.5% fee for the transaction.

Sincerely,

James B. Brown
President

SCOPE OF WORK	DESCRIPTION	PRICE
Record of Survey (of TL1402 + vacation area)	A. Research deeds & surveys. Prepare information for field work. B. Field work to establish boundaries. C. Office computations. D. Additional field ties (if required). E. Final computations to resolve boundary lines. F. Draft Record of Survey G. Set property monuments H. File survey at the county* Client to provide fee check (Check made out to Applicable County Surveyors Office)*	\$7,350.00 + county fee
Partition Plat (if required instead of ROS)	A. One parcel partition plat for consolidation	\$8,550.00 + county fee
Legal	A. Vacation legal description and exhibit map B. Dedication legal description and exhibit map for abutting subject property	\$1,500.00

TOTAL

\$8,850.00 -
\$10,050.00
+ county
fee

Initial: _____ Limitation of Liability: In recognition of the relative risks and benefits of the project to both client and Centerline Concepts Land Surveying, Inc., the risks have been allocated such that client and CCI agree, to the fullest extent permitted by law, to limit the liability of CCI and client to each other and to all construction contractors and subcontracts on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause of causes, so that the total aggregate liability of CCI and client and their respective partners, agents, employees, contractors and subcontractors to all those named shall not exceed the total price of this contract. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. CCI and client have carefully considered and actually negotiated the limitation of liability, and as a result, CCI and client expressly consent to the limitation of liability listed above.

The proposal, as outlined above, is acceptable & I authorize Centerline Concepts Land Surveying, Inc. to proceed with the work. I understand that the final survey & digital files will be released when the contract is paid in full.

Signatory

Print

Date

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

1. Consultant Identification. Consultant shall furnish to URA its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant’s social security number, as URA deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) URA agrees to pay Consultant within thirty (30) days after receipt of Consultant’s itemized statement. Amounts disputed by URA may be withheld pending settlement.

(c) URA certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) URA shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall URA pay Consultant any fees or costs that URA reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the URA and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable URA or Metro business licenses as per Oregon URA Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers’ compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the URA upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the URA provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. URA and

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

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the URA on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the URA will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the URA may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the URA. The URA, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. URA shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of URA. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants URA a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to URA or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by URA, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to URA. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of URA.

10. Compliance With Applicable Law.

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

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in URA's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold URA, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to URA. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and URA and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name URA as an additional insured, with the stipulation that this insurance, as to the interest of URA, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide URA with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish URA a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to URA before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from URA. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

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

14. Legal Expenses. In the event legal action is brought by URA or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the URA of Oregon URA in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of URA to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as URA may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by URA. Consultant shall furnish URA, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of URA, but shall remain with Consultant. Copies as requested shall be provided free of cost to URA.

23. URA's Responsibilities. URA shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. URA shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party

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

and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

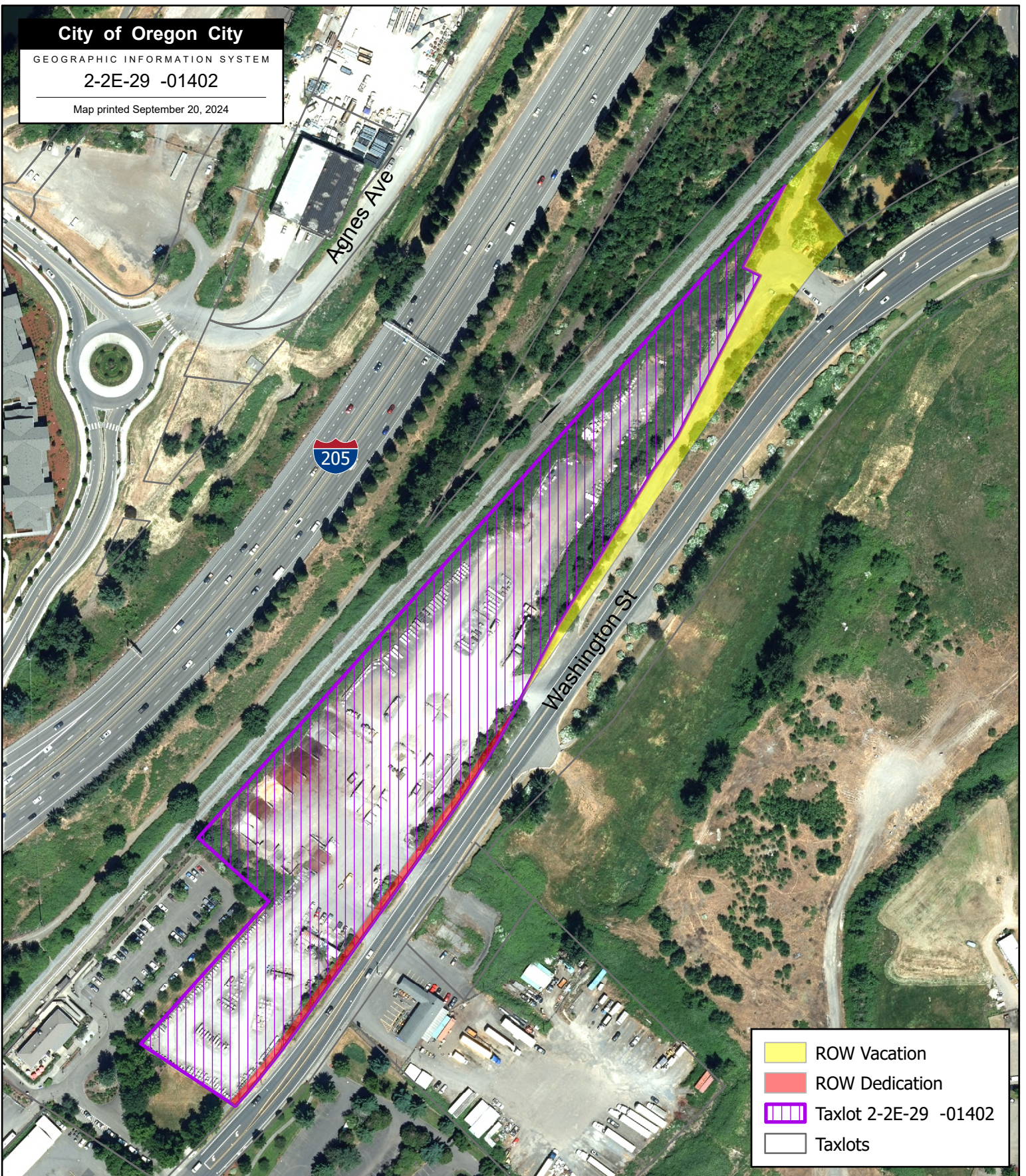
25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2-2E-29 -01402

Map printed September 20, 2024



-  ROW Vacation
-  ROW Dedication
-  Taxlot 2-2E-29 -01402
-  Taxlots

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.



0 200 400 Feet

1 inch = 200 feet

City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.oregocity.org



Date: 9/20/2024
Map Name: MyProject.aprx|2-2E-29 -01402 - 8.5x11P
Plot Name: 2-2E-29 -01402 - 8.5x11P - 20240920.pdf



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION - VIRTUAL ONLY

DRAFT MINUTES

VIRTUAL ONLY via Zoom
Wednesday, January 17, 2024 at 6:00 PM

CALL TO ORDER

Chair Mitchell called the meeting to order at 6:03 P.M.

ROLL CALL

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

STAFFERS: 4 - City Manager Tony Konkol, City Recorder Jakob Wiley, Public Works Director John Lewis, Finance Director Matt Zook

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEM

1. Election of Chair and Vice Chair for 2024

Commissioner O'Donnell nominated Chair Mike Mitchell to serve as Chair of the Oregon City Urban Renewal Commission for 2024. The nomination was seconded by Commissioner Marl.

Chair Mitchell was elected by the following vote:

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

Commissioner McGriff nominated Commissioner Doug Neeley to serve as Vice Chair of the Oregon City Urban Renewal Commission for 2024. The nomination was seconded by Commissioner Mitchell.

Commissioner Neeley was elected by the following vote:

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

2. Information for discussion and direction related to Water Quality and Alternatives Evaluation of Clackamette Cove

Tony Konkol, City Manager, presented a comprehensive Scope of Work produced by City consultants Brown and Caldwell to research and mitigate blue-green algae blooms taking place at Clackamette Cove. John Lewis, Public Works Director, explained that if the Scope of Work met with the Commission's approval, Staff could couple it with a Request for Proposals (RFP) and immediately begin the search for

an organization to implement the project. He said that the project would require a summer of monitoring algae conditions before a mitigation plan could be created, and that implementation of that plan would likely begin in 2025. Mr. Konkol added that technical staff from Water Environmental Services had provided guidance on the Scope of Work and would continue to contribute their expertise to the project. He also mentioned the possibility of collaborating with Portland State University graduate students or with the Watershed Council and noted that estimate costs were included in scope document.

Commissioner O'Donnell expressed concern that the Scope of Work was too broad and that the cost estimates were too high. He inquired why various experts consulted in the past regarding this matter had not been consulted regarding this Scope of Work, including the staff who oversee the algae control at Lake Oswego. Mr. Konkol replied that it would be possible to show the Scope of Work to other experts at the Commission's request, and that the cost was dependent on what bids would be received.

Commissioner McGriff asked for clarification about the project timeline. Mr. Konkol clarified that the plan was to accept bids in the next several months, collect data regarding algae phenomena in the Cove during the summer of 2024, and formulate a remediation plan in the fall of 2024. Commissioner McGriff noted that though anecdotal observational data exists regarding the timing of the algae blooms, it was still necessary to collect scientifically measurable data. Commissioner McGriff suggested obtaining input on the Scope of Work from Richard Craven, John Borden, and Doug DeHart, who had spoken about this matter at the September meeting of the Urban Renewal Commission. Commissioner McGriff also suggested clarifying the project timeline information in the Scope of Work document.

Commissioner O'Donnell suggested obtaining the opinion of Mark Rosenkranz of Aquatic Insight LLC, who has worked on the algae bloom issue at Lake Oswego. Mr. Konkol said that he had invited Mr. Rosenkranz to bid on this project and discussed the possibility of hiring him on an owner's representative professional basis. Mr. Konkol added that the data collection process would be extensive, and he did not know if Mr. Rosenkranz had the capacity for that specific part of the work.

Commissioner Neeley observed that the estimate contained in the document was not based on a public bidding process. Mr. Konkol confirmed this, reiterating that the amount mentioned in the Scope of Work was merely a broad estimate from Brown and Caldwell.

Mr. Lewis asked the Commissioners if they wished for the Scope of Work to be vetted by the various experts mentioned, and then returned to the Commission for approval. He reminded the Commissioners that the project had to be completed within a year. Commissioner O'Donnell reiterated his desire for the Scope of Work to be vetted in this way.

Commissioner Neeley asked what would happen if an algae bloom does not occur or is minimized due to cooler weather in the summer of 2024. Mr. Konkol replied that this project was meant to be the beginning of routine data collection so that many years of data could be tracked.

There was consensus to pass the Scope of Work draft on to the experts mentioned above for comments, suggestions, or broader changes, then to bring the Scope back to the Commission for approval and begin the Request for Qualifications and Request for Proposals process simultaneously.

3. Financial Report for the Fiscal Year Ended June 30, 2023

Matt Zook, Finance Director, presented the Urban Renewal Commission's Financial Report for the fiscal year which ended on June 30, 2023. He reported that Aldrich and Co. had performed the audit and had offered an unmodified audit opinion. Mr. Zook mentioned highlights of the report, including that the Urban Renewal Agency possessed about \$9.3 million of cash on hand without considering capital assets. He added that that figure represents three past years of tax revenue. He reminded that Commissioners that as they had decided not to levy taxes for the upcoming fiscal year, this would be amount at the URC's disposal until they levy taxes again. Mr. Zook added that the Urban Renewal Agency received additional revenue from rental properties and from interest on investment income, and that the Agency's expenses to the City are minor.

Commissioner Neeley asked why capital assets had dropped from the previous year, and Mr. Zook explained this was due to annual depreciation.

Commissioner O'Donnell asked Mr. Zook to review the Commission's plan for levies over a two-year period. Mr. Zook replied that the Commission had resolved not to levy eligible taxes during the current fiscal year of 2024-2025, and to levy 25% of the maximum value it could levy in the following fiscal year of 2025-2026: specifically, the tax revenue expected in the following fiscal year would be about one quarter of \$3 million.

Chair Mitchell noted a figure on page 5 of the report stating that interest income in 2022 amounted to negative \$30,000.00, and asked what a negative interest figure means. Mr. Zook explained that this figure is a reflection of mark-to-market accounting, which is meant to reflect an asset's fair value based on its current market at that moment in time. He explained that the figure means that the asset is currently undervalued.

Commissioner O'Donnell asked Mr. Zook how much flexibility he had to maximize yield from investments, noting that short-term investments were performing better than long-term investments in the current economy. Mr. Zook replied that he had high flexibility but that the investments were currently doing well in the Local Government Investment Pool, which consists primarily of short-term investments, and which is currently paying 5%.

COMMUNICATIONS

Commissioner McGriff asked for an update on the plans of the City's tenant at Clackamas Landscapes. Mr. Konkol replied that the City had offered to end the tenant's lease in two years, but the renter had requested to end it in one year instead and that the City had updated the lease contract accordingly. Commissioner McGriff also asked if the City's Gaffney Lane property had been sold and Mr. Konkol replied that the sale had recently closed. Commissioner O'Donnell asked how the funds from the sale would be allocated, and Mr. Konkol explained that since the property had been purchased with Transportation funds, the sale revenue would return to the Transportation fund. Commissioner O'Donnell asked how any profit from the sale would be allocated, and Mr. Zook replied that the profit would also be allocated to the Transportation fund.

ADJOURNMENT

Chair Mitchell adjourned the meeting at 6:42 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 21, 2024 at 6:00 PM

CALL TO ORDER

Chair Mitchell called the meeting to order at 6:00 P.M.

ROLL CALL

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

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

CITIZEN COMMENTS

There were no citizen comments.

DISCUSSION ITEMS

Chair Mitchell requested that items two and three from the original agenda order be reversed, and the Commissioners agreed to this change. As originally published, the agenda placed the discussion of the Potential Redevelopment Options for the Stimson Property second, and the discussion regarding Clackamette Cove third. In the meeting these items were reversed, with the Clackamette Cove item discussed second and the Stimson property discussed third.

1. Personal Services Agreement with Pali Consulting, Inc. for the 1795 Washington Street Geotechnical Site Analysis (PS 23-018)

Tony Konkol, City Manager, requested that the Urban Renewal Commission (URC) approve and authorize the City Manager to execute the Personal Service Agreement (PSA) with Pali Consulting, and offered the draft PSA for the Commission's review. The PSA was for the provision of geotechnical site analysis and report preparation services for 1795 Washington Street, in the amount of \$34,960.00. Mr. Konkol noted that a contract with another consultant had formerly been executed for this work but that consultant had been unable to provide sufficient staff for the work, so the present PSA was offered by the next consultant in consideration.

Commissioner O'Donnell noted that the PSA contained several options reflecting potential cost deductions, and he proposed that the Commission defer to City Staff to choose between those options as the project developed. Commissioner McGriff agreed with Commissioner O'Donnell's suggestion.

Motion made by Commissioner McGriff, seconded by Commissioner Neeley, to support signing the Personal Services Agreement with Pali Consulting, Inc. for the 1795 Washington Street Geotechnical Site Analysis (PS 23-018).

The motion passed by the following vote:

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

2. Information for Discussion and Direction Related to Water Quality and Alternatives Evaluation of Clackamette Cove

John Lewis, Public Works Director, opened an informational discussion with the stated intention to advertise for Requests for Proposals (RFP) for water analysis at Clackamette Cove. He reported that at the last discussion of this topic, Staff had been directed to discuss the Scope of Work draft with a selection of specialists with whom the Commission was acquainted. Mr. Lewis reported that this informal advisory team had examined and discussed the RFP, offering insight which had been integrated into the document.

Commissioner Marl asked Mr. Lewis to discuss any changes made to the RFP due to the input from the community advisors. Mr. Lewis responded that on page 4 of the RFP, a section headed "Several factors to be better understood" had been contributed by the advisory group. He also mentioned new language on page 3 describing how seasonal Cove water quality affects recreational and developmental use of the Cove.

Commissioner O'Donnell expressed approval of the informal advisory committee's review of the RFP and suggested the Commission discuss whether to structure the project over a six-month period with an option to extend, or over a twelve-month period.

Commissioner Marl asked whether the informal advisory group's contribution to the RFP consisted of expanding the scope of the project or specifying the goals of the project. Mr. Lewis replied that the group's advice could be best characterized as specifying the goals, such as focusing on the blue-green algae issue. He suggested that the RFP should not overly narrow the scope of the project in a way that limits the creativity of the experts who will apply to perform the project.

Chair Mitchell asked whether Commissioner O'Donnell's suggestion of structuring the project over a six-month period would allow flexibility for the consultant. Mr. Lewis replied that the idea has merit, but suggested not changing the RFP at this time, and rather, waiting to see what the consultant applicants suggest.

Commissioner McGriff suggested retaining a full year of monitoring but including a six-month check-in to present research as an opportunity for course correction. She also remarked upon the history of waste dumping in the Cove area which may be contributing to water contamination, and suggested the project should investigate this. Mr. Lewis noted the request for a six-month check-in and added that though the project was focused on water quality, it could include research on work history in the area, including data from a piping project by Westside Express Service (WES).

Commissioner O'Donnell suggested that a six-month contract would place the City in a stronger negotiating position than a twelve-month contract because it would allow for project redirection. Mr. Lewis observed that as structured, the RFP calls for a six-month sampling period followed by analysis, report creation, and solution proposals, which is why a year-long contract is indicated.

There was discussion about the merits of Commissioner O'Donnell's proposal of a six-month contract, and about the correct sampling period. Mr. Lewis said that he would ensure that the RFP allowed for contract flexibility and a six-month review.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to direct City Staff to send out the Request for Proposals related to water quality and alternatives evaluation at Clackamette Cove.

The motion passed by the following vote:

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

3. Potential Redevelopment Options for the Stimson Property

Mr. Konkol presented a staff report summarizing permitted land uses for the Stimson Property, in order that the Commission could discuss their preferences and decide how much development direction to give to potential buyers.

Commissioner McGriff suggested that stating land use preferences in an RFP would yield better results than allowing open-ended proposals.

Commissioner Neeley suggested uses supporting tourism due to the site's proximity to the End of the Oregon Trail Interpretive Center.

Commissioner Marl noted that the property is zoned for mixed use and suggested emphasizing this by encouraging multifamily housing and retail uses.

Commissioner Smith suggested using the property to support tourism in reflection of its location off the freeway where tourists may enter the city, and to support the End of the Oregon Trail Interpretive Center. Commissioner Neeley suggested that the location of the site was more conducive to a hotel than to housing. There was discussion about the future of the End of the Oregon Trail Center and how that might affect the uses of the Stimson site.

There was discussion about uses that the Commissioners did not prefer. The location of the site on a flood plain was cited as a barrier to using the site for long-term residential care. Commissioner McGriff also suggested that medical or dental clinics and indoor entertainment centers were not ideal uses for the site.

James Graham, Economic Development Director, suggested undertaking a market feasibility study to help assess the concept of placing a hotel on the site. Commissioner O'Donnell suggested that seeing results to a RFP was another way to gauge market interest in building a hotel on the site.

Chair Mitchell led the Commissioners in summarizing their levels of support for the various approved uses. There was consensus that the Commissioners supported the following uses: conference facilities, meeting rooms, lodging facilities, restaurants without drive-through services (especially restaurants connected to a hotel), studios and galleries.

There was consensus that the Commissioners were willing to consider the following uses: indoor entertainment centers, museums or libraries, retail trade, and after-hours public parking. There was consensus to allow residential use in conjunction with non-residential use in the context of residences integrated into a lodging facility.

There was consensus that the Commissioners did not support the following uses: child care centers, arcades, medical or dental clinics, finance, insurance, real estate, government offices, outdoor markets, postal services, repair shops, multifamily residential, personal, professional, educational, or financial services, residential care, public facing utilities, veterinary clinics, home occupations, research and development, temporary real estate, live/work use, marina, and religious use.

There was consensus that the term "transportation" required better definition before the Commission could form an opinion about supporting it at the Stimson site.

Mr. Konkol suggested considering mobile food carts at the site because they could support the pedestrian-friendly goals of the area while being able to negotiate the flood plain.

Commissioner Marl made a case for considering mixed-use residential development at the site, noting that the State would be giving quotas for housing provision that the City will need to fill. He suggested that residential use would complement the retail and restaurant use considered for the site and noted that the State was considering expanding urban growth boundaries if housing quotas are not met. Commissioner Neeley responded with the suggestion that residential development could be more appropriate at Abernethy Street. Commissioner O'Donnell responded that other properties exist which could give a higher yield in housing.

Mr. Konkol asked the Commissioners to consider whether they would like to pursue adjusting the building height restrictions at the site to increase its marketability, with the understanding that such a decision would be under the authority of the City Commission. He also asked if the Commissioners would like Staff to investigate vacating some unused rights-of-way near the property to expand its usable area.

Commissioner Neeley asked whether, if the height restriction were changed, it would apply to the entire property. Mr. Konkol replied that measurements would need to be taken but suggested that the entire property would fall under one height restriction.

COMMUNICATIONS

There were no further communications.

ADJOURNMENT

Chair Mitchell adjourned the meeting at 7:02 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder