



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 2, 2025 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
- Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email recorderteam@orcity.org (deadline to submit written 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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- a. Parks and Recreation Month

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- a. Water Environment Services Update

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- a. Resolution No. 25-21, Supporting the submission for a Housing Planning Assistance Grant to the Department of Land Conservation and Development (DLCD) to pay for the city's next Housing Capacity Analysis
- b. Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 25-012)
- c. Approval of Lumen Rights-of-Way Fee Settlement & Release Agreement
- d. Enhancement Grant Awards for FY 2025/2026

8. PUBLIC HEARINGS

- a. Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium

9. GENERAL BUSINESS

- a. Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025
- b. Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency
- c. Downtown Oregon City Association Memorandum of Understanding

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

- a. Appointments to the Citizen Involvement Committee

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

PARKS AND RECREATION MONTH

Whereas, parks and recreation is an integral part of communities throughout this country, including Oregon City; and

Whereas, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

Whereas, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

Whereas, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

Whereas, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, Oregon City recognizes the benefits derived from parks and recreation resources.

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

July 2025

As

Parks and Recreation Month

In Witness Whereof, I have hereunto set my hand this 2nd day of July 2025.



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: July 2, 2025

From:

SUBJECT:

Item 7.a. - Resolution No. 25-21, Supporting the submission for a Housing Planning Assistance Grant to the Department of Land Conservation and Development (DLCD) to pay for the city's next Housing Capacity Analysis

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt the resolution supporting the submission for a Housing Planning Assistance Grant to the Department of Land Conservation and Development (DLCD) to pay for the city's next Housing Capacity Analysis.

EXECUTIVE SUMMARY:

A resolution from the governing body demonstrating support for the project is a requirement for submission. The city is not proposing to include any matching funds for this work. The Housing Capacity Analysis provides the technical data needed for the city to adopt a Housing Production Strategy in 2028. The city will apply for a separate grant application for this work during the next grant cycle. The [City's current housing analysis](#), adopted in 2021, must be updated every seven years by state law. The document was previously called the Housing Need Analysis- the name used in 2025 is Housing Capacity Analysis. However, the goal of both documents is to establish a baseline housing dataset to inform city decisions. The deadline for the housing planning assistance applications is August 4, 2025. Visit [DLCD's Planning Assistance and Funding page](#) to learn more.

BACKGROUND:

In 2019, the Oregon Legislature passed House Bill 2003, which aims to help communities meet the housing needs of Oregonians. The law requires Oregon's cities over 10,000 population to study the future housing needs of their community members and to develop strategies that encourage the production of the housing they need.

Overview

In Oregon, cities have a long-standing requirement to study and plan for their community's housing needs. House Bill 2003 now adds a new rule for cities with a population over 10,000. They must study and plan for the housing needs of both current and future residents every six or eight years, depending on their location.

For cities within the Portland Metro Boundary, they need to update their Housing Capacity Analysis (HCA) every six years. Cities outside the Portland Metro Boundary must have an

eight-year update cycle for their HCA.

The bill also requires each city above 10,000 population to adopt a Housing Production Strategy (HPS) within one year of completing their Housing Capacity Analysis. This strategy must include specific actions the city plans to take, like changing regulations or offering financial incentives, to encourage the development of the necessary housing types identified in the analysis.

Housing Capacity Analysis (Required to be adopted by 2027)

To address the housing needs a community effectively, cities in Oregon must conduct a Housing Capacity Analysis (HCA). The HCA helps the city determine if a city has enough land to meet projected housing needs for the next two decades. If there is a shortfall in housing capacity, the city must either amend its urban growth boundary (UGB), allow more housing development within the existing UGB, or combine both approaches. Cities with a population larger than 2,500 have a broader responsibility to plan for a variety of housing types beyond single-family detached housing. They must include multi-unit housing, manufactured homes, renter occupied units, government assisted units, and other forms of housing in their planning. Collectively, this range of housing types, characteristics, and locations is known as "needed housing," and it must be affordable to community members' income levels. Housing designated as "needed housing" receives certain protections under state law, reducing costs, delays, or other barriers to its development.

Housing Production Strategy (Required to be adopted by 2028)

House Bill 2003 requires cities with over 10,000 people create a Housing Production Strategy (HPS) within a year of adopting their Housing Capacity Analysis (HCA). The HPS contains specific and meaningful plans, tools, actions, and policies to address housing needs identified in the HCA, along with a timeline for adopting and executing each strategy. The Department of Land Conservation and Development (DLCD) will review and approve each city's HPS to ensure it effectively meets housing needs, encourages necessary housing production, and promotes fair and equitable housing outcomes. Cities must evaluate their HPS progress and effectiveness at a mid-term checkpoint, occurring every 3 or 4 years based on their HCA schedule. This assessment helps identify successful strategies, areas for improvement, and course corrections to ensure all housing needs are met.

OPTIONS:

1. Approve Res 25-21
2. Approve Res 25-21 with Amendments.
3. Deny Res 25-21 and provide further direction.

BUDGET IMPACT:

RESOLUTION NO. 25-21

A RESOLUTION SUPPORTING THE SUBMISSION FOR A HOUSING PLANNING ASSISTANCE GRANT TO THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) GRANT TO PAY FOR THE CITY'S NEXT HOUSING CAPACITY ANALYSIS

WHEREAS, the Department of Land Conservation and Development is soliciting projects for the 2025 Housing Planning Assistance Grant; and

WHEREAS, the Department of Land Conservation and Development (DLCD) provides resources on a biennial basis to help Oregon communities prepare and update local land use plans and implement ordinances in response to growth management and resource protection issues, as well as changes in state agency programs and requirements; and

WHEREAS, Oregon City is required to submit a Housing Capacity Analysis by the end of 2027, which is eligible for funding through the 2025-2027 grant cycle; and

WHEREAS, the Housing Capacity Analysis provides the technical data needed for the city to adopt a Housing Production Strategy in 2028; and

WHEREAS, the City relies on these funds to complete the analysis and meet the state-mandated deadline, and

WHEREAS, the grant approach enables the Housing Capacity Analysis to be guided by city staff and the community through the support of a housing consultant, ensuring that the community's knowledge is integrated in the creation of the final document.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to the Department of Land Conservation and Development an application for the 2025 Housing Planning Assistance Grant

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of July 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 2nd day of July 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Housing Capacity Analysis and Housing Production Schedule OAR 660-008-0045 Attachment A

(Required by ORS 197A.270, 197A.280, and 197A.335)

Last Updated February 28, 2025

This schedule is to be adopted by the Land Conservation and Development Commission (LCDC) in January of each year. Cities must adopt a Housing Capacity Analysis (HCA) and a Housing Production Strategy (HPS) by December 31st of the listed year.

HCA-HPS Schedule for 2025-2033

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Cities in a Metro Service District (six-year cycle)									
Beaverton					HCA	HPS			
Cornelius			HCA	HPS					HCA
Fairview			HCA	HPS					HCA
Forest Grove			HCA	HPS					HCA
Gladstone			HCA	HPS					HCA
Gresham					HCA	HPS			
Happy Valley	HPS			HCA	HPS				
Hillsboro					HCA	HPS			
Lake Oswego					HCA	HPS			
Milwaukie					HCA	HPS			
Oregon City			HCA	HPS					HCA
Portland					HCA	HPS			
Sherwood			HCA	HPS					HCA
Tigard			HCA	HPS					HCA
Troutdale			HCA	HPS					HCA
Tualatin			HCA	HPS					HCA
West Linn	HPS				HCA	HPS			
Wilsonville	HPS					HCA	HPS		

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Metro Counties (HB 4063, 2024) (six-year cycle)									
Clackamas					HCA	HPS			
Washington					HCA	HPS			

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Housing Coordination Strategy (HCS) (six-year cycle)									
Metro Regional Government	HCS						HCS		

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Cities outside of Metro Service Districts (eight-year cycle)									
Albany				HCA	HPS				
Ashland						HCA	HPS		
Astoria			HCA	HPS					
Baker City						HCA	HPS		
Bend			HCA	HPS					
Canby*	HPS							HCA	HPS
Central Point			HCA	HPS					
Coos Bay				HCA	HPS				
Corvallis			HCA	HPS					
Cottage Grove			HCA	HPS					
Dallas				HCA	HPS				
The Dalles							HCA	HPS	
Eugene			HCA	HPS					
Grants Pass						HCA	HPS		
Hermiston					HCA	HPS			
Independence							HCA	HPS	
Keizer			HCA	HPS					
Klamath Falls				HCA	HPS				
La Grande				HCA	HPS				
Lebanon						HCA	HPS		
Lincoln City			HCA	HPS					
McMinnville*	HPS							HCA	HPS
Medford							HCA	HPS	
Molalla	HPS						HCA	HPS	
Monmouth							HCA	HPS	
Newberg			HCA	HPS					
Newport						HCA	HPS		
North Bend						HCA	HPS		
Ontario					HCA	HPS			
Pendleton*	HCA	HPS				HCA	HPS		
Prineville			HCA	HPS					
Redmond			HCA	HPS					
Roseburg			HCA	HPS					
Salem	HPS					HCA	HPS		
Sandy	HPS							HCA	HPS
Silverton				HCA	HPS				
Springfield			HCA	HPS					
St. Helens			HCA	HPS					
Sweet Home							HCA	HPS	
Woodburn			HCA	HPS					

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Cities and SB 406 (2023) named communities in Tillamook County (eight-year cycle)									
Bay City			HCA	HPS					
Garibaldi			HCA	HPS					
Nehalem			HCA	HPS					
Manzanita			HCA	HPS					
Rockaway Beach			HCA	HPS					
Tillamook			HCA	HPS					
Wheeler			HCA	HPS					
Unincorporated Communities**			HCA	HPS					

*City under approved DLCD workplan.

**Tillamook County's unincorporated communities included in the HCA/HPS work of ORS 197.296 include: Barview/Twin Rocks/Watseco, Cloverdale, Hebo, Neahkanie, Neskowin, Netarts, Oceanside, and Pacific City/Woods

HCA or HPS noted in green font indicates cities that have received approved deadline extensions for either deliverable.

Important Revisions in the 2025 HCA and HPS Schedule Update

Pursuant to OAR 660-008-0045, cities with a population of 10,000 or greater, determined by a certified population estimate from the Portland State University Population Research Center, must adopt an HCA on a regular schedule. Cities have the flexibility to adopt an HCA at any time before the scheduled year. Note #4 on the adopted HCA Schedule from November 2020 specifies, 'Those cities that adopt an HCA prior to their listed deadline will reset the schedule.' Cities within a metropolitan service district will renew 6 years after the actual adoption date, while cities outside of a metropolitan service district will renew 8 years after the actual adoption date. For example, the city of Salem adopted an HCA in 2022, and thus will adopt a subsequent HCA 8 years later, in 2030.

Pursuant to ORS 197A.100, a city's HPS must be completed by December 31st one year after the city's HCA adoption deadline. Cities can opt for early HCA adoption, resetting the timing for the next analysis to six or eight years from the most recent adoption year. However, it does not alter the deadline for completing the associated HPS, which remains due one year after the initial HCA deadline. For the subsequent adoption cycle, the new HCA deadline determines the deadline for completing the next HPS. Cities may also request an extension under OAR 660-008-0310. In that circumstance, the extension does not alter the subsequent deadline – it remains 8 years after the original deadline.

Additionally, on December 15th each year, the Population Research Center at Portland State University publishes certified population estimates for every city and county in Oregon. These estimates are used by the Department to determine whether a city has surpassed the 10,000-population threshold, subjecting them to the Housing Capacity Analysis and Housing Production Strategy Program. In the estimates published on December 15, 2024, no cities were certified to newly meet or exceed this threshold.

Recent legislation, including Senate Bill 406 (2023) and House Bill 4063 have directed the requirements of an HCA and HPS not only to cities with populations of 10,000 or greater but also to:

- All cities within Tillamook County, as well as the communities of Barview/Twin Rocks/Watseco, Cloverdale, Hebo, Neahkahnie, Neskowin, Netarts, Oceanside, and Pacific City/Woods, regardless of population size.
- Counties with jurisdiction over Metro urban unincorporated lands.

Additionally, House Bill 2001 (2023) established a new requirement for Metro Regional Government to develop a Housing Coordination Strategy on a six-year cycle in alignment with the cycles for cities in the Metro required to develop an HCA and HPS.

Cities Granted Extension in 2024

Several cities were granted deadline extensions into the following calendar year, 2025. Cities granted extensions in 2024 include:

- Happy Valley
- West Linn
- Pendleton
- Salem

City of Pendleton Update:

The City of Pendleton did not meet its initial HCA deadline of December 31, 2022 nor the mutually agreed-upon modified deadline of December 31st, 2023. In 2024, in accordance with OAR 660-008-0310, the City is now under a work program with a DLCD-provided consultant to bring them back into compliance. The new deadlines require Pendleton to adopt its HCA and HPS no later than December 31, 2025. After this cycle, the city will return to its original eight-year schedule, with the next HCA due in 2030 and HPS in 2031.

HCA and HPS Notes on Administration:

1. The deadline for adoption in any given year will be December 31.
2. A city fulfills its obligation to adopt the HCA update upon local-level adoption by ordinance. Any subsequent appeal does not constitute a failure to comply with the update requirement.
3. The date of final adoption of the HCA at the local level will establish the next HCA update deadline. The subsequent update deadline will be six or eight years in the future, contingent on whether the city is within the Metro boundary.
4. Cities adopting an HCA before the listed deadline effectively "reset the clock," with the next applicable HCA deadline set six or eight years after the early adoption, based on Metro boundary inclusion.
5. The Land Conservation and Development Commission (LCDC) completed rulemaking on housing production strategies (HPSs) in the fall of 2020 and adopted HPS rules as amendments to OAR Chapter 660, Division 8 on November 12, 2020.
6. Notably, the city must adopt the HCA by ordinance for the HCA update deadline to be met, typically as a supporting document to the city's comprehensive plan. Adoption by ordinance enables city decision-makers to utilize the HCA as a legally defensible basis for decision-making.
7. Consistent with OAR 660-024-0050(4), a city must address a land deficit identified in the HCA before or concurrently with HCA adoption. The local government must amend the plan to satisfy the need deficiency, either by increasing the development capacity of existing land within the city, expanding the Urban Growth Boundary (UGB), or both.
8. A city that adopts an HCA after December 31, 2021 but in a year that is prior to the deadline established in this schedule is required to complete a Housing Production Strategy one year after the city's established HCA deadline. A city may complete a Housing Production Strategy prior to the established deadline.
9. Consistent with OAR 660-008-0045(4), the department will consider a city to have met its obligation to adopt a housing production strategy upon adoption of the housing production strategy. As provided in ORS 197A.100(7), the adoption of a housing production strategy is not a land use decision and is not subject to appeal or review except as provided in ORS 197A.103.
10. Consistent with OAR 660-008-0045(7), the applicable allocation of housing need and housing production target, as provided in ORS 184.451 to 184.455, are those that are most recent in the year of the adoption of the housing capacity analysis.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** July 2, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 25-012)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Brown and Caldwell, Inc. in the amount of \$99,759.00 for engineering services related to advising and providing consulting services required for the City's State NPDES Permit. This is a one-year contract for NPDES MS4 and TMDL Support (PS 25-012).

EXECUTIVE SUMMARY:

The City's renewed National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) permit became effective on October 1, 2021, and provides guidance and requirements from the State. The City of Oregon City is a co-permittee on the permit with other jurisdictions within Clackamas County. Each co-permittee is responsible for ensuring that its respective agency meets the requirements outlined within the permit for each of their respective agencies.

The Scope of Work reflects activities to be completed in the 2025-2026 fiscal year, including work assisting with the City's annual report due in December 2025. The annual report is associated with the NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance and includes potential NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ).

BACKGROUND:

On March 15, 2011, the Oregon Department of Environmental Quality issued a renewed Phase I National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit for the Clackamas County jurisdictions.

The City's renewed National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit became effective on October 1, 2021, and provides guidance and requirements from the State. The City of Oregon City is a co-permittee on the permit along with other jurisdictions within Clackamas County. Each co-permittee is responsible for ensuring that its respective agency meets the requirements outlined within the permit for each of their respective agencies.

The Scope of Work reflects activities to be completed in the 2025-2026 fiscal year,

including work assisting with the City’s annual report due in December 2025. The annual report is associated with the NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance and includes potential NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ).

Brown and Caldwell, Inc. has a long history of providing consulting engineering services to many of the Clackamas County stormwater agencies, including Oregon City, and oversees the overall coordination of the permit for the co-permittees.

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 Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 25-012).
2. Approve Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 25-012) with Amendments.
3. Deny Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 25-012) and provide further direction.

BUDGET IMPACT:

Amount	\$99,759.00
Fiscal Year(s):	2025-2026
Funding Source(s):	Stormwater Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT
NPDES MS4 AND TMDL SUPPORT**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **BROWN AND CALDWELL, 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 **July 2, 2026**, 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 **ninety-nine thousand, seven hundred, fifty-nine and 00/100 dollars (\$99,759.00)**.

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
13895 Fir Street
Oregon City, OR 97045
Attention: Dayna Webb, P.E.

To Consultant:

Brown and Caldwell, Inc.
6500 SW Macadam Ave, Suite 200
Portland, OR 97239

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

BROWN AND CALDWELL, INC

By: _____

By: _____

Name: Dayna Webb, P.E.

Name: _____

Title: Public Works Director

Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

Name: Anthony J. Konkol III

DATE: _____

Title: City Manager

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit A

Fiscal Year 2025/2026

NPDES MS4 Permit Compliance, NPDES MS4 Permit Renewal Application and Stormwater Management/TMDL Support Services

Scope of Work

To support the City of Oregon (City), this Scope of Work reflects activities to be completed by Brown and Caldwell (BC) through the end of FY 2026 to support compliance with the City's National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit and Total Maximum Daily Load (TMDL) conditions and other needs related to the City's stormwater program.

Much of this Scope of Work pertains to the NPDES MS4 permit renewal application due to DEQ on April 3rd, 2026. The full permit renewal requires the following:

- Maximum Extent Practicable (MEP) assessment
- Proposed Stormwater Management Program (SWMP) Document modifications
- TMDL pollutant load reduction evaluation
- TMDL benchmark evaluation
- 303(d) list evaluation
- water quality trends analysis
- annual pollutant loads estimate
- any proposed changes to the monitoring plan and updated monitoring objectives matrix
- a description of any service area expansions
- a fiscal evaluation, and
- updated MS4 maps.

Under BC's fiscal year 2024/2025 scope of work, some tasks towards preparation of the permit renewal application have already been contracted. These tasks included development of the MEP assessment template, preparation of the 303(d) evaluation, providing support to the City for development of GIS files needed for the pollutant loads modeling related work, and setting up the pollutant loads model with GIS data received from the City. This 2025/2026 fiscal year scope includes support for the additional tasks needed to complete the permit renewal application.

In addition to permit renewal related items, Phase 1, Phase 6, and Phase 7 reflect annual tasks not solely related to the permit renewal application.

Phase 1 Meeting Attendance and Facilitation

- Objective** To facilitate (as requested) and attend Clackamas co-permittee coordination meetings and/or meetings with DEQ or other Phase I jurisdictions, on behalf of the City.
- Activities** BC will facilitate (as requested) and attend Clackamas co-permittee meetings to ensure consistency, efficiency, and coordination on specific permit compliance issues with other co-permittees. In addition, BC will attend and assist with meetings that may be held with DEQ, the City, and/or other NPDES MS4 permitted jurisdictions to coordinate on permit compliance issues or permit renewal needs associated with the current permit or Willamette Basin TMDL.
- Deliverables** Assumptions for Phase 1 include the following:
- Agendas, presentation materials, and meeting minutes will be provided for meetings facilitated by BC, or as requested by the City.
- Assumptions** Assumptions for Phase 1 include the following:
- BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit. A minimum of four meetings are included.
 - As necessary and/or requested by the City, BC will coordinate scheduling of the meetings among interested permittees.
 - This phase will be cost-shared among other Clackamas co-permittees and/or NPDES MS4 permitted jurisdictions, as contracts allow.

Phase 2 Permit Renewal Application – PLRE, Benchmarks and Trends

- Objective** To prepare documentation of the PLRE and TMDL Benchmarks, for inclusion in the 2026 permit renewal application.

Task 2.1 Water Quality Trends Analysis

- Activities** Per NPDES MS4 permit Schedule D.3.c.vii, a water quality trends analysis is required for receiving waterbodies with approved TMDLs. The trends analysis will be conducted to evaluate whether in-stream water quality conditions are improving, declining, or staying the same in conjunction with evaluating the relationship of instream water quality to stormwater discharges.

Trends analyses were prepared in 2015 for participants in the Coordinated Clackamas County Monitoring Plan. The trends analyses were based on in-stream water quality monitoring data collected in conjunction with the City's NPDES MS4 monitoring program.

We assume that the City is interested in cost-share opportunities with other Clackamas co-permittees to help coordinate the data analysis and develop individual report templates that could be consolidated to support in-stream trends analyses amongst all monitoring sites within a TMDL-designated watershed (i.e., Lower Willamette, Middle Willamette Direct, Clackamas, etc). Until such a coordination effort is finalized, a \$5,000 placeholder is included in the budget estimate to participate in the joint trends analysis. A final budget estimate shall be based on the number of participating jurisdictions.

Results of the trends analysis will be described in the TMDL PLRE and Benchmark TM (under Task 2.2).

Task 2.2 TMDL Pollutant Load Reduction Evaluation and Benchmark TM

Activities

Based on the spreadsheet pollutant loadings model developed under the 2024/2025 contract, BC will prepare the TMDL pollutant load reduction evaluation and benchmark technical memorandum (TM). The TM will include documentation of data assumptions, modeling methods, applicable TMDL requirements, progress toward meeting previously established TMDL benchmarks, and final modeling results reflecting the pollutant load reduction evaluation and TMDL benchmarks. The TM will include maps for each TMDL watershed showing land use and BMP coverage assumptions.

BC will prepare a draft and final TM for inclusion in the permit renewal application. BC will also prepare a summary of the work for direct inclusion in the main body of the permit renewal application.

Deliverables

Phase 2 deliverables include the following:

- Draft and final pollutant load reduction model results.
- Draft and final Pollutant Load Reduction Evaluation and Benchmark TM.
- Water Quality Trends Analysis individual deliverable, as part of a coordinated Clackamas County effort.

Assumptions

Assumptions for Phase 2 include the following:

- The City will consolidate comments on draft documents and resolve any conflicting comments prior to providing comments to BC.
- Results of the PLRE may require additional commitments or efforts to identify BMP implementation in support of the benchmark evaluation. BC will provide support up to the available budget and provide professional recommendations. Selection of proposed projects (and program) activities to result in the proposed load reductions for updated benchmarks will be up to the City's discretion.
- The City of Oregon City will prepare the maps for inclusion in the TM.
- Land use event mean concentration (EMC) data used in the pollutant loads model will be consistent with land use concentrations assumed in 2008. BMP effluent concentration data will be confirmed through the ACWA Phase I Workgroup process.
- Minor modifications (up to 16 hours) to the spreadsheet loads model (due to changing assumptions of BMP categories, inclusion of non-structural BMPs, etc.) may be conducted.

Phase 3 Permit Renewal Application - Description of Service Area Expansion and Total Annual Pollutant Loads

Objective

To conduct modeling and documentation of the total annual pollutant loads estimate, for inclusion in the 2026 permit renewal application.

Activities

BC will coordinate via one meeting with the City planning department to identify future (through 2031) annexations and associated zoning coverage to calculate full build out pollutant loads estimates through 2031 without the implementation of BMPs. The estimate will be made using the same spreadsheet loadings model as that used for the PLRE. Other assumptions from the 2017 annual loads model will be maintained.

In conjunction with efforts conducted under Phase 2, BC will prepare a spreadsheet template for the City to provide GIS area information, reflecting full buildout of the city limits and zoning for future annexations. Pollutants to be evaluated include applicable TMDL pollutants



and surrogate parameters, nitrate, total phosphorus, ortho phosphorus, copper, lead, and zinc.

BC will document the description of service area expansions and results of the total annual pollutant loads analysis for direct incorporation into the permit renewal application. Documentation will follow organization and layout from the 2017 permit renewal application and include reference to data assumptions, modeling methods, and final modeling results.

Deliverables Phase 3 deliverables include the following:

- GIS data template for the annual pollutant loads model.
- Draft and final description of service area expansions and total annual pollutant loads, incorporated directly into the permit renewal application.

Assumptions Assumptions for Phase 3 include the following:

- The City will conduct the GIS work and data compilation necessary for the 2026 annual loads during the FY 2024/2025 fiscal year.
- The City will develop any maps needed for the TM deliverable.

Phase 4 Permit Renewal Application - Proposed Monitoring Objectives Matrix

Objective To assist participants of the Coordinated Clackamas County Stormwater Monitoring Plan (CCCSMP) in preparing an updated monitoring objectives matrix.

Activities The permit renewal application requires permittees to propose changes to the stormwater monitoring plan in the form of an updated monitoring objectives matrix. Efforts are intended to support ongoing discussions with DEQ prior to permit reissuance.

The BC team will coordinate with participants of the CCCSMP via participation in up to two meetings to evaluate current monitoring activities and identify proposed adjustments to monitoring activities, methods, and locations in conjunction with long-term monitoring goals. Potential adjustments may include the following:

- Removal, reduction, or refinement of mercury monitoring and pesticide monitoring activities from the CCCSMP.
- Addition of BMP effectiveness, physical condition monitoring, or other coordinated monitoring activity.
- Adjustments to monitoring locations and associated updates to the mapping.
- Addition of supporting documentation to justify monitoring program adjustments.

Based on the adjustments agreed to by participants in the CCCSMP, the BC team will develop an updated monitoring objectives matrix for inclusion in the NPDES MS4 permit renewal application.

Deliverables Deliverables for Phase 4 include the following:

- Meeting preparation and attendance for up to two co-permittee meetings.
- Draft and final monitoring objectives matrix for direct incorporation into the permit renewal application

Assumptions Assumptions for Phase 4 include the following:

- This Phase has been budgeted as a time and materials effort not to exceed \$3,500. This assumes that a minimum of four participants of the CCCSMP will be cost sharing efforts.

- Meeting attendance may be supplemented with budget under Phase 1.

Phase 5 Permit Renewal Application – Review and Compilation

Objective Provide technical assistance to the City in conjunction with the preparation of the NPDES permit renewal application by April 3rd, 2026.

Activities BC staff will provide technical support to compile the NPDES MS4 permit renewal application for submittal to DEQ by April 3rd, 2026. Efforts shall include the following:

- Preparation of an annotated outline reflecting organization for the final NPDES MS4 permit renewal application.
- Review and comment on the section related to program modifications (provided by the City and due as part of the permit renewal application).
- Review and comment on the fiscal evaluation documentation (provided by the City and due as part of the NPDES MS4 permit renewal application).
- Review and comment on MS4 maps (provided by the City).
- Review and comment on the cover letter and introductory information (provided by the City).
- Development of a summary paragraph introducing the various sections of the NPDES MS4 permit renewal application, as applicable.
- Technical editing and word processing of the compiled documentation (technical content will be reviewed and formatted in conjunction with each deliverable in this scope).
- NPDES MS4 permit renewal submittal compilation and production.

Deliverables Deliverables for Phase 5 includes the following:

- Draft compiled NPDES MS4 permit renewal application for City review.
- Final compiled NPDES MS4 permit renewal application in printable .pdf format by April 1, 2026.

Assumptions Assumptions for Phase 5 include the following:

- The City may, at the discretion of City staff and schedule drivers, submit a letter to DEQ, indicating the intent to utilize the provision in Schedule F, Section A of the NPDES MS4 permit, extending the submittal deadline for the NPDES MS4 permit renewal application to permit expiration (September 2026).
- Technical content for the NPDES MS4 permit renewal application will be generated by BC during Phases 2-4. No additional technical content will be developed by BC as part of this Phase.
- The City will be responsible for submission of the NPDES MS4 permit renewal application to DEQ by April 3rd, 2026. Assistance can be provided by BC on request and as budget is available.
- All City-authored deliverables will be provided to BC by February 1st, 2026 for review and integration into the permit renewal application.
- The City will be responsible for integrating findings from the MEP Evaluation and 303(d) Evaluation to inform proposed program changes, and document findings and results for inclusion in the NPDES MS4 permit renewal application.

- The City will be responsible for preparing the fiscal evaluation for inclusion in the NPDES MS4 permit renewal application.
- The City will be responsible for preparing the cover letter to DEQ for the NPDES MS4 permit renewal application.
- The City will be responsible for providing a graphical cover for the application if desired. A generic cover template will be included if graphics are not provided.
- The draft, compiled permit renewal application will be provided to the City for final review two weeks before submittal to DEQ.

Phase 6 General SWMP and TMDL Support

Objective To provide support as needed for any updates to the City's Stormwater Management Plan, TMDL Implementation Plan and/or Monitoring Plan.

Activities Activities budgeted under Phase 6 may include:

- Assist the City in addressing DEQ inquiries or enforcement follow up.
- Assist the City in preparing updates to their 2022 SWMP Document, as annual reporting or permit renewal activities result in adjustment needs.
- Assist the City in addressing any DEQ requests or comments related to the 2022 TMDL Implementation Plan.
- Assist the City with preparing for compliance with the new Willamette River TMDL for temperature when it is approved.
- Assist with questions and provide support related to SWMP Document, TIP and Monitoring Plan implementation.
- Provide technical assistance on stormwater-related work at the discretion of the City.

Deliverables Deliverables for Phase 6 include the following:

- To be determined as requested by the City within budget limitations.

Assumptions Assumptions for Phase 6 include the following:

- BC and the City will agree to support activities and schedule via email communications.

Phase 7 Support for NPDES MS4 and TMDL Annual Reporting

Objective To assist the City in the preparation of its NPDES MS4 and TMDL annual compliance reports, summarizing activities for the 2024/2025 permit year.

Activities The 2024/2025 reporting year covers the time period between July 1, 2024, and June 30, 2025, and the annual report is due to DEQ on December 1, 2025.

For the NPDES MS4 permit and TMDL annual compliance reports, tabular matrices have been developed for use in compiling information to summarize activities conducted during the reporting period. The NPDES MS4 annual report matrix includes columns for reporting the status of meeting measurable goals and tracking measures as identified in the City's stormwater management program document (SWMP).

Based on information provided by the City, BC will review and comment on the tabular matrix, the narrative report, the TMDL annual report, and any associated data (including monitoring data) for completeness and clarity. BC will also provide support via phone calls to assist the City with this process up to the hours allotted for this phase. If DEQ changes annual reporting

requirements to include submittal using “Your DEQ Online” (YDO). The budget allocated under this task will be redirected to supporting the City in this new submittal process up to the time allotted.

Deliverables Deliverables for Phase 7 include the following:

A reviewed copy of the City’s NPDES MS4 2024-2025 annual report and the TMDL annual report with suggested revisions completed in track changes and comments provided in the document margins (unless DEQ initiates the new online reporting format for the NPDES MS4 report).

Assumptions Assumptions for Phase 7 include the following:

- BC assumes the draft annual report and matrices will be provided to BC by September 30, 2025.
- BC will provide comments on the draft annual report and matrices within 3 weeks of receiving the draft report from the City.
- Coordinated efforts between participants involved in the Coordinated Clackamas County Stormwater Monitoring Plan (CCCSMP) may be conducted to develop a joint annual monitoring report. Contracting and coordination for this report has not been included as part of this phase.

Phase 8 Project Management

Objective To oversee project schedule, scope, and budget and maintain communications with the City.

Activities Activities budgeted under Phase 8 include:

- Overall budget and schedule management.
- Monthly invoicing with detailed progress reports.

Deliverables Monthly project progress reports with invoices.

Assumptions The estimated project duration is 12 months (July 1, 2025 through June 30, 2026).

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City 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) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City 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) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City 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 City 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 City or Metro business licenses as per Oregon City 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 City 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 City 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. City and

STANDARD CONDITIONS TO OREGON CITY 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 City 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 City 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 City 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 City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City 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 City upon full payment to the consultant. 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 City 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 City or produced by Consultant under this Agreement. City's reuse of Consultant Work Products for any other purpose shall be at City's sole risk. 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 City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

10. Compliance With Applicable Law.

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 City'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 City, its officers, agents, ~~Consultants,~~ and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including reasonable attorney fees, in connection with any action, suit, or claim ~~caused or alleged and to be the extent~~ 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 City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive Commercial General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City 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 City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage to the extent 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 City 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 City 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 City.~~ The provisions of this subsection apply fully to Consultant and its

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City 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 City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

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

20. Notices. Any notices, bills, invoices,

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

21. Nonwaiver. The failure of City 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 City 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 City. Consultant shall furnish City, 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 City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

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

24. Dispute ResolutionArbitration. Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of any term or condition of this Agreement or any breach or alleged breach of this Agreement shall be submitted to non-binding mediation by a neutral and independent mediator who shall be selected by the parties by mutual agreement, or if the parties are unable to agree upon the selection of a mediator, then in accordance with the rules of the American Arbitration Association for selection of a mediator. The mediation shall take place in Oregon

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

City, Oregon.

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

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

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

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

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

**Brown and Caldwell
Fee**

Oregon City, City of (OR) -- Oregon City NPDES MS4 and TMDL Support 2025/2026													
		Angela Wieland	Krista Reininga	Michael Boetel	Anneliese Sytsma	Shelby Gilmartin	Wendy Pare	Brittany Bax	Joanna Wilson				
Phase	Phase Description	Managing Engineer	Managing Engineer	Engineer I	Senior Engineer	Engineer III	Word Processing	Project Analyst II	Accountant III	Total Labor Hours	Total Labor Effort	Total Expense Effort	Total Effort
		\$298.00	\$304.00	\$135.00	\$202.00	\$175.00	\$156.00	\$135.00	\$156.00				
001	Meeting Attendance and Facilitation	12	12	0	0	0	0	0	0	24	\$7,224	\$0	\$7,224
002	Permit Renewal Application	13	43	0	13	16	6	0	0	91	\$23,280	\$0	\$23,280
021	Water Quality Trends Analysis	5	3	0	13	0	0	0	0	21	\$5,000	\$0	\$5,000
022	TMDL Pollutant Load Reduction Evaluation and Benchmark TM	8	40	0	0	16	6	0	0	70	\$18,280	\$0	\$18,280
003	Permit Renewal Application - Service Area Expansion and TAPL	6	14	0	0	15	4	0	0	39	\$9,293	\$0	\$9,293
004	Permit Renewal Application - Monitoring Objectives Matrix	5	4	0	0	5	0	0	0	15	\$3,500	\$0	\$3,500
005	Permit Renewal Application - Review and Compilation	20	56	0	0	12	20	0	0	108	\$28,204	\$0	\$28,204
006	General SWMP and TMDL Support	13	13	0	0	8	0	0	0	34	\$9,226	\$0	\$9,226
007	Support for NPDES MS4 and TMDL Annual Reporting	0	10	0	0	0	0	0	0	10	\$3,040	\$0	\$3,040
008	Project Management	30	2	0	0	0	0	20	24	76	\$15,992	\$0	\$15,992
GRAND TOTAL		99	154	0	13	56	30	20	24	397	\$99,759	\$0	\$99,759

Notes:
Hours and Dollars are rounded to nearest whole number.
Rates are valid through June 30, 2026.



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: July 2, 2025

From: Matt Zook, Finance Director

SUBJECT:

Item 7.c. - Approval of Lumen Rights-of-Way Fee Settlement & Release Agreement

STAFF RECOMMENDATION:

Staff recommends approval for City Manager to execute the attached Lumen Settlement and Release Agreement

EXECUTIVE SUMMARY:

The City of Oregon City maintains City-owned rights-of-ways, in which service providers pay fees to the City to use these rights-of-ways to provide utility services. The City has actively managed these arrangements through employed staff. At times, the City discovers potential discrepancies and violations that require the use of outside legal counsel. Such is the case at hand between the City and Lumen Technologies, which has resulted in the engagement of services from Bradley Werner, LLC for the discovery, reconciliation, and proposed settlement over discrepancies in the financial fees owed by Lumen to the City.

BACKGROUND:

Staff have been engaged in an internal review of the rights-of-way use fees owed by Level 3 Communications, LLC, Level 3 Telecom of Oregon, LLC, and CenturyLink Communications, LLC, all of which are now affiliates of Lumen Technologies providing communications services in the City. City staff identified underpayments by these entities dating back to at least 2021. Lumen has acknowledged underpayment of \$71,920 from January 1, 2021, through December 31, 2024. The City has verified this amount through its records and discussions with Lumen.

In the course of the discussion regarding Lumen's payments, staff discovered that CenturyLink Communications allegedly violated its franchise agreement by providing communications services and extending its facilities beyond what was allowed in the franchise agreement. These alleged violations likely resulted in a loss of revenue to the City prior to this entity's transition to the license program. Lumen does not have adequate records to allow the City to verify when CenturyLink Communications began serving customers or when it extended its facilities in the City. Without this information, we cannot calculate the exact amount of the underpayment under its franchise agreement.

Because both the City and Lumen have dedicated considerable resources to the effort to resolve the underpayment and cannot calculate an exact amount owed related to the alleged franchise violation, staff suggested resolving the matter through a settlement. Staff

proposed that Lumen pay the undisputed amount owed—\$71,920—to settle the underpayment for calendar years 2021-24 for CenturyLink Communications, Level 3 Telecom of Oregon and Level 3 Communications, and an additional \$40,000 as a settlement of any franchise violations by CenturyLink Communications as well as any interest and penalties that could apply for all three entities, for a total of \$111,920. This offer was contingent on Commission approval of the settlement. Lumen accepted the offer, which is memorialized in the draft settlement agreement attached to this memorandum.

OPTIONS:

1. Approve Approval of Lumen Rights-of-Way Fee Settlement & Release Agreement.
2. Approve Approval of Lumen Rights-of-Way Fee Settlement & Release Agreement with Amendments.
3. Deny Approval of Lumen Rights-of-Way Fee Settlement & Release Agreement and provide further direction.

BUDGET IMPACT:

Amount	\$111,920
Fiscal Year(s):	2025-26
Funding Source(s):	General Fund

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“**Settlement Agreement**”) is made this __ day of ~~May~~June, 2025 (the “**Effective Date**”), between Level 3 Communications, LLC, Level 3 Telecom of Oregon, LLC, and CenturyLink Communications, LLC, all Delaware limited liability companies (collectively, “**Lumen**”) and the City of Oregon City, Oregon, an Oregon municipality (“**Oregon City**”). Lumen and Oregon City are collectively referred to herein as the “Parties” and each individually as a “Party.”

WHEREAS, Lumen and Oregon City were formerly parties to certain franchise agreements which established the terms and conditions under which Lumen can construct, operate and maintain telecommunications facilities on, upon, over, and within Oregon City rights-of-way (“**ROW**”); however, each franchise agreement has expired and Lumen continues to construct, operate, and maintain its facilities in the ROW pursuant to applicable Oregon City ordinances;

WHEREAS, a dispute has arisen between the Parties regarding amounts owed or owing by Lumen to Oregon City from Lumen’s occupation and use of the ROW under the franchise agreements and the applicable Oregon City ordinances through December 31, 2024, and a dispute has arisen regarding alleged franchise violations by CenturyLink Communications, LLC related to CenturyLink Communications, LLC constructing facilities and providing services that the City alleges were not authorized by the franchise (collectively, the “**Dispute**”); and

WHEREAS, the Parties desire to avoid the necessity, expense, ~~and~~-inconvenience and uncertainty of litigation and to resolve and settle, consistent with the terms and conditions of this Settlement Agreement, all claims and disputes, known or unknown, arising out of or in any way related to the Dispute.

NOW THEREFORE, in consideration of the promises, covenants and mutual agreements set forth herein, and for other good and valuable consideration, the existence and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Settlement Payment.** Within thirty (30) days of the Effective Date, Lumen will deliver to Oregon City payment in the amount of Seventy-One Thousand Nine Hundred Twenty Dollars (\$71,920.00) for any and all amounts owed by Lumen for outstanding ROW fees that may be due to Oregon City through 2024, and Forty Thousand Dollars (\$40,000.00) as settlement for any alleged franchise violations by CenturyLink Communications, LLC and any interest and penalties that may be due under any applicable Oregon City ordinances by Lumen for the outstanding ROW fees (the \$71,920.00 and \$40,000.00 payments collectively referred to as the “**Settlement Payment**”). Oregon City accepts the Settlement Payment in full, final and complete satisfaction and settlement of the Dispute and of any and all claims, rights, liabilities and damages ~~and the like~~ arising out of or related to the Dispute, including any and all late fees and interest charges related thereto.

2. **Release.** As of the Effective Date, Oregon City forever releases and discharges Lumen, its agents, employees, successors and assigns, from any and all actions, causes of actions, claims, suits, proceedings, debts, judgments, damages, liabilities and obligations of any and every

kind, nature and character, whether in tort, contract, equity or otherwise, known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, which Oregon City may now have, or has ever had arising out of or related to the Dispute ~~or any facts comprising or in connection with the Dispute.~~

3. **No Liability.** The entry of the Parties into this Settlement Agreement as well as the terms and conditions contained in this Settlement Agreement are not and will not be construed to be an admission of any liability on the part of either Party.

4. **Confidentiality.** ~~Lumen acknowledges and agrees that this Settlement Agreement will be reviewed and approved by the Oregon City Commission in a public meeting and will be a public record subject to disclosure under Oregon Public Records Laws (ORS 192.001, et seq.). Except as otherwise permitted in this Section 4, the Parties will hold and will cause its authorized representatives to hold in confidence, and not disclose to any other person without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, the fact of settlement or the content of this Settlement Agreement, except that such information may be disclosed: (a) to each Party's respective attorneys, accountants, officers, employees, auditors, directors, and insurers on a need-to-know basis; (b) to enforce the terms of this Settlement Agreement; or (c) as required by applicable law, or by court or administrative order or decree.~~

5. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties as to its subject matter and supersedes any and all prior agreements or understandings between them. This Settlement Agreement may not be modified, altered or changed except by a written amendment signed by the Parties to this Settlement Agreement.

6. **Non-Reliance.** The Parties expressly assume any and all risks that the facts and the law may be different from the facts and law as known to, or believed to be, by each such Party as of the date of this Settlement Agreement, and agree and understand that this Settlement Agreement shall be effective and enforceable according to its terms herein even if the facts and/or law turn out to be different than each Party hereto knows or believes them to be as the date hereof, except in the case of a fraudulent representation made or relied upon by a Party.

7. **Acknowledgment of Legal Advice.** The Parties agree and acknowledge that they enter into this Settlement Agreement after consultation with their attorneys, that their attorneys have explained the terms of this Settlement Agreement, and that they fully understand and voluntarily accept the terms of this Settlement Agreement.

8. **Rule of Construction.** The Parties and their respective counsel have reviewed this Settlement Agreement and have negotiated its provisions and terms. The Parties agree that any rule of construction that would require an ambiguity, if any, in this Settlement Agreement to be construed against the drafter shall not be employed in the interpretation of this Settlement Agreement.

9. **Choice of Law.** The Parties agree and acknowledge that this Settlement Agreement shall be construed under, and interpreted in accordance with, the laws of the State of Oregon without giving effect to the conflict of law principles. Any action or suit brought by the parties relating to this Settlement Agreement shall be brought and conducted solely and exclusively in the Clackamas County Circuit Court or in the United States District Court for the District of Oregon.

10. **Successors.** Each Party executes this Settlement Agreement on behalf of itself and its respective parents, affiliates, subsidiaries, directors, employees, agents, administrators, trustees, executors, assigns, successors in interest, and predecessors in interest, and this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and each such person or entity.

11. **Authority and Non-Assignment.** The individuals and Parties signing this Settlement Agreement represent and warrant that they have the authority to sign and enter into this Settlement Agreement, that they have not sold, assigned, or transferred any claim, action, demand, or cause of action released pursuant to this Settlement Agreement, and that no other person has received any assignment, subrogation, or other right of substitution to the claims released herein.

12. **Counterparts, Facsimile and Electronic Mail Signatures.** This Settlement Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Settlement Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives as of the date first written above.

LEVEL 3 COMMUNICATIONS, LLC

By: _____
Name: _____
Title: _____
Date: _____

LEVEL 3 TELECOM OF OREGON, LLC

By: _____
Name: _____
Title: _____
Date: _____

CENTURYLINK COMMUNICATIONS, LLC

By: _____

CITY OF OREGON CITY, OREGON

By: _____

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** July 2, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 7.d. - Enhancement Grant Awards for FY 2025/2026

STAFF RECOMMENDATION:

Approve the 10 new Community Enhancement Grant Awardees for FY 2025/2026 and two Community Enhancement Grant Award extensions from FY 2024/2025.

EXECUTIVE SUMMARY:

Each year, the City of Oregon City allocates funds from the Community Enhancement Grant Program. This year the allocation totaled \$400,000. The Community Enhancement Grant Committee approved 10 grant awards to eligible program applicants totaling \$321,876. Each grant awardee will have until June 30, 2026, to complete their projects and spend the funds.

BACKGROUND:

On June 16, 2025, the Community Enhancement Grant Program Committee (CEGPC) awarded 2025-2026 Community Enhancement Grants to ten (10) non-profit organizations. They included the following:

Organization	Grant Amount	Conditions to be Specified in Grant Agreement
Clackamas Community College Environmental Learning Center	\$17,738	Need to document additional sources of match (Cash and/or in-kind)
Clackamas Free Clinic	\$25,000	Need to document outreach efforts and increase the percentage of participants that are Oregon City residents.
Clackamas Workforce Partnership	\$50,000	Need to document outreach efforts and increase the percentage of participants that are Oregon City residents.
Downtown Oregon City Association	\$50,000	Need to document additional sources of match (cash and/or in-kind)
Soulflags	\$46,000	*Need to document additional sources of Match (cash and/or in-kind) *Obtain letter from the Public Works Dept. *Provide color illustration of proposed mural.
Greater Oregon City Watershed Council	\$17,738	No additional conditions

Father's Heart	\$37,500	No additional conditions
McLoughlin Neighborhood Association	\$2,500	No additional conditions
Pioneer Community Center	\$14,157	No additional conditions
Oregon City Police Department	\$40,000	No additional conditions
TOTAL AWARDED	\$321,876	

The Community Enhancement Grant Program Committee approved two extension requests:

	Organization	Amount	Extension Span Granted
1)	Oregon City Arts Commission	\$5,295	12/31/25
2)	Park Place Neighborhood Association	\$25,450	5/31/26

OPTIONS:

Approve the 10 new Community Enhancement Grant Awardees and the two grant award extensions.

BUDGET IMPACT:

Amount \$321,876
Fiscal Year(s): 2025/2026
Funding Source(s): Metro Disposal Fees



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: July 2, 2025

From: Matt Zook, Finance Director

SUBJECT:

Item 8.a. - Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium

STAFF RECOMMENDATION:

Approval of Resolution No. 25-20, A Resolution to Adopt a Supplemental Budget for the 2025-27 Biennium

EXECUTIVE SUMMARY:

The Mayor and City Commission adopted the 2025-27 Biennial Budget on June 4, 2025. Conditions not known at the time the budget was prepared have occurred that require changes in financial planning. Oregon Budget Law allows the City Commission to make budget adjustments by resolution. This public hearing was noticed in the Oregonian on June 25 and 27, 2025.

BACKGROUND:

On May 21st, 2025, the City Commission approved Resolution 25-12 which called for a separate fund to care for the cemetery grounds. A separate fund for this purpose has not been previously established.

New funds can be added by a supplemental budget during the year. The Long-Term Cemetery Maintenance Fund will be added as a Special Revenue Fund. When a proposed supplemental budget establishes a new fund, a public hearing must be held and public comment taken before adoption of the supplemental budget. Under Local Budget Law, specifically [ORS 294.471](#) and [ORS 294.473](#), the city is required to hold one public hearing on the proposed supplemental budget.

Additional information is provided in "Exhibit A - Budget Adjustment Summary" attached to Resolution 25-20. The adjustments include:

- Recognize Fee Revenue in the Long-Term Cemetery Maintenance Fund

There will not be an initial appropriated amount in the 2025-2027 Biennial Budget for the Long-Term Cemetery Maintenance Fund, as the funds are intended for future care and maintenance of the cemetery grounds/property.

OPTIONS:

1. Approve Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium.
2. Approve Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium with Amendments.
3. Deny Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium and provide further direction.

BUDGET IMPACT:

Amount	Information on each adjustment is provided in the Budget Adjustment Summary attached to Resolution 25-20
Fiscal Year(s):	2025-27 Biennium
Funding Source(s):	Long-Term Cemetery Maintenance Fund

RESOLUTION NO. 25-20

A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET FOR THE 2025-27 BIENNIUM ESTABLISHING THE LONG-TERM CEMETERY MAINTENANCE FUND

WHEREAS, the City Commission adopted a budget for the 2025-27 Biennium and made appropriations by Resolution No. 25-15 on June 4, 2025; and

WHEREAS, ORS 294.338, ORS 294.463 and ORS 294.466 provide the legal basis for changes in appropriations, and ORS 294.471 and ORS 294.473 provide the legal basis for supplemental budgets, by Commission Resolution; and

WHEREAS, conditions not ascertained at the time the budget was prepared have occurred that require changes in financial planning, resulting in a change in appropriation; and

WHEREAS, a notice for public hearing on July 2, 2025, was published in the Oregonian on June 25 and 27, 2025; and

WHEREAS, the City Commission adopted Resolution No. 25-12 on May 21, 2025 adopting new cemetery fees and resolving to create a separate fund for long-term care of the cemetery, which will receive revenue primarily from a portion of sales for all lots, niches, or crypts; and

WHEREAS, the use of resources in the above-referenced fund be used for the sole purpose of cemetery upkeep defined as including, but not limited to grounds maintenance, landscaping, paving, and facilities maintenance of assets that are intended to provide public access and an appropriate standard of care for the municipal cemetery; and

WHEREAS, the need now exists to recognize resources and requirements for the purposes and the amounts shown in the Budget Adjustment Summary as attached as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City that the Long-Term Cemetery Maintenance Fund is now established to remain open until such time as no additional revenue is received and all resources have been expended. The City also resolves to adopt the Budget Adjustment Summary as attached as Exhibit A be made a part hereof and authorized. This resolution shall take effect immediately upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of July 2025.

DENYSE C. MCGRUFF, Mayor

Attested to this 2nd day of July 2025:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Oregon City
Budget Adjustment Summary
 2025 - 2027 Budget Adjustment 1

Description	Account	Original Budget	Increase	Decrease	Revised Budget
1) Increase Revenue to recognize New Long-Term Cemetery Maintenance					
Long-Term Cemetery Maintenance Fund					
Long-Term Cemetery Maintenance Fees	R 295-311-4479	\$ -	\$ 38,000	\$ -	\$ 38,000
Investment Earnings	R 295-311-4702	\$ -	\$ 2,000	\$ -	\$ 2,000
Future Reserve- Long-Term Cemetery Maintenance Fund	E 295-311-9999	\$ -	\$ 40,000	\$ -	\$ 40,000

Descriptions:

1) Comments: Pursuant to ORS 294.471, the City is proposing a supplemental budget to establish a new Special Revenue Fund, to be known as the Long-Term Cemetery Maintenance Fund. The new Long-Term Cemetery Maintenance Fund was not ascertained when the original budget was prepared. The purpose of the proposed Fund is to fund future care of the cemetery grounds/property, either after all lots, niches, crypts, etc. have been sold or prior to all lots, niches, crypts, etc. being sold. This dedicated funding includes, but is not limited to, care such as ground maintenance, including mowing, landscaping, and general upkeep. The projected revenue for the 2025-2027 biennium for the new Fund is \$38,000 and there will not be any appropriated amount for the 2025-2027 biennium for the new Fund, as the funds are intended for future care and maintenance.



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: July 2, 2025

From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.a. - Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025

STAFF RECOMMENDATION:

Approve Resolution No. 25-17, authorizing establishment of solid waste collection and disposal rates as set forth in Exhibit A, effective August 1, 2025.

EXECUTIVE SUMMARY:

Ordinance No. 06-1001 was adopted February 1, 2006, establishing an agreement between the City of Oregon City and the Oregon City Garbage Company, Inc. (dba B&B Leasing) to provide solid waste hauling services. The City proceeded to develop Oregon City Municipal Code 8.20 Solid Waste Collection and Disposal, granting Oregon City Garbage Co. the exclusive right, privilege, and franchise to provide solid waste collection and disposal services within Oregon City.

BACKGROUND:

Oregon City Municipal Code Chapter 8.20.130 provides that rates shall be approved by the City Commission. The City Commission shall establish, and as considered necessary from time to time, change rates by resolution. The franchisee is currently requesting a rate increase due to the increased cost of Metro transfer station fees and providing garbage collection services. In determining the appropriate rate to be charged by the franchisee, the City Commission shall consider all appropriate factors, including the following:

- A. The cost of performing the service provided by the franchisee;
- B. The anticipated increase in the cost of providing this service;
- C. The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations; or technological change;
- D. The investment of the franchisee and the value of the business, and the necessity that the franchisee has a reasonable rate of return;
- E. The rates charged in other cities of similar size within other relevant jurisdictions for similar service in comparable service areas;
- F. The public interest in assuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service;
- G. The local wage scales, cost of management facilities, and disposal fees or charges;
- H. Any profit or cost savings resulting from recycling, and any additional costs resulting

from recycling.

Oregon City's last solid waste collection and disposal rate change was adopted in 2024 by Resolution No. 24-21 establishing the current rates. The current request (Exhibit A) presents a 4.35% increase on the typical Residential Carts and Commercial Containers, with no changes to the Miscellaneous Service Fees, Recycle + Program and the bulky Item Fees. The rate request is due to labor cost, regional disposal fee increases, new equipment cost, and consumer price index increases. Metro increased the disposal fees for haulers 5.9%. Comparably, after the rate adjustment, Oregon City disposal fees are very comparable within the Metro area, and likely will remain the lowest after all areas see 2025 rate increases.

The proposed rate adjustment is projected to increase the franchise fee revenue by approximately \$18,000 over a one-year period.

OPTIONS:

1. Approve Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025.
2. Approve Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025 with Amendments.
3. Deny Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025 and provide further direction.

BUDGET IMPACT:

Amount	\$18,000 (Revenue)
Fiscal Year(s):	Annually
Funding Source(s):	Franchise Fee - Solid Waste

Post Office Box 1840
Oregon City, OR 97045
503-656-8403
Fax: 503-656-0320
www.oregoncitygarbageco.com



OREGON CITY
GARBAGE
Company, Inc.

June 5th, 2025

Dayna Webb, Public Works Director
City of Oregon City
13895 Fir Street
Oregon City, OR 97045

RE: City of Oregon City Rate Adjustment Request

Dear Ms. Webb,

Oregon City Garbage Company proudly serves Oregon City with solid waste services. Since our founding, we have partnered with the community to offer trash, recycling, and yard debris collection for residential customers, along with commercial trash and recycling services, including Drop Box services. We strive to deliver the highest quality service and value our partnership with Oregon City.

City Commissioners have the exclusive authority to adjust service rates under our franchise agreement (Oregon City Municipal Code 8.20). Rate changes consider service provision costs, anticipated increases, comparisons with rates in other cities, and other relevant criteria.

Cost of Providing Service

Each year, we assess Oregon City's revenue return alongside Clackamas County's annual cost review. Our recent assessment shows a 2.6% return from 2024 activities. The County evaluates franchise results with an external solid waste finance consulting firm, ensuring data accuracy and excluding non-collection fee costs. While Oregon City is aggregated with other cities, specific data is available for review as needed.

Anticipated Increases in Costs

This is the primary reason for requesting the rate adjustment. When projecting revenue for the year, we only factor in known cost increases to avoid speculation about "what ifs." Our known increases usually stem from disposal and labor, and this year is no exception. For disposal, Oregon City Garbage Company transports all tons to Metro or a Metro-approved facility according to Metro's waste shed boundaries. Since June 2019, including this year's 5.9% increase, Metro's rates have escalated from \$97.45 to \$162.69 per ton. In our 2024 financial results for Oregon City, Metro constitutes 34.1% of our cost structure; thus, any potential increases in Metro rates, although perhaps justified, will significantly impact our overall expenses.

Comparison of Rates

Most residents of Oregon City use 35-gallon carts. The proposed increase raises their monthly rate by \$1.57, from \$36.09 to \$37.66. We aim to keep rates low and defer adjustments whenever possible. The chart below (a larger view is also included as an attachment) shows that the proposed rates remain favorable compared to those in nearby cities. Some jurisdictions are also evaluating their rates due to similar cost increases, so their rates may change soon. Note that while we include Canby in comparisons, it is outside the Metro waste shed and pays lower disposal rates than the cities within Metro's boundary.

	Oregon City 09/01/24	Oregon City +04.35%	Gresham 07/01/25	Portland ** TBD	Milwaukie ** 07/01/24	Clackamas Co. (U) * 08/01/24	Gladstone *** 07/01/24	West Linn ** TBD	Canby **** 07/01/25
20 Gallon	28.74	29.99	37.15	36.70	34.72	34.45	30.02	30.29	29.30
35 Gallon	36.09	37.66	43.17	42.00	40.43	40.30	37.03	36.09	34.89
65 Gallon	50.58	52.78	56.51	47.00	52.72	52.90	50.34	57.80	55.85
95 Gallon	54.69	57.07	64.32	53.85	62.68	63.20	54.45	63.56	61.92

* Proposed rates, anticipated to go into effect Q3 of 2024, pending commission or council vote.
 ** Mid-year increases anticipated, for the Metro tip fee pass-through at a minimum.
 *** Will discuss rates later in the year, anticipate Sep/Oct.
 **** Located outside of the Metro boundary, and therefore pays lower disposal rates.

Without any change to rates and before considering any change to disposal costs, our projected return on revenues for 2025 was estimated at 6.0%. With the new disposal rates, our forecast for returns on revenues in 2025 decreases to 4.9% and 2.7% in 2026. Therefore, we request Staff and City Commissioners' approval for a 4.35% rate increase, effective August 1st, to cover the increasing disposal costs, adjusting our forecasted return on revenues (including the disposal increase) to 5.5% and 5.5% in 2025 and 2026, respectively, based on the requested rate adjustment.

We appreciate your consideration of this rate adjustment.

Respectfully,



Oregon City Garbage Company

Attachments:

- (1) Proposed Rate Schedules
- (2) Rate Comparisons
- (3) Metro Tip Fee Increase History

	Oregon City 09/01/24	Oregon City +04.35%	Gresham 07/01/25	Portland ** TBD	Milwaukie ** 07/01/24	Clackamas Co. (U) * 08/01/24	Gladstone *** 07/01/24	West Linn ** TBD	Canby **** 07/01/25
20 Gallon	28.74	29.99	37.15	36.70	34.72	34.45	30.02	30.29	29.30
35 Gallon	36.09	37.66	43.17	42.00	40.43	40.30	37.03	36.09	34.89
65 Gallon	50.58	52.78	56.51	47.00	52.72	52.90	50.34	57.80	55.85
95 Gallon	54.69	57.07	64.32	53.85	62.68	63.20	54.45	63.56	61.92

** Proposed rates, anticipated to go into effect Q3 of 2024, pending commission or council vote.*

*** Mid-year increases anticipated, for the Metro tip fee pass-through at a minimum.*

**** Will discuss rates later in the year, anticipate Sep/Oct.*

***** Located outside of the Metro boundary, and therefore pays lower disposal rates.*

Metro Annual Rate Changes (Jul of Prior Yr. to Jun of Current Yr.)

Year	Rate	\$ Δ	% Δ	5Y Δ
2018-19	\$ 97.45			
2019-20	\$ 97.45	\$ -	0.0%	
2020-21	\$ 98.35	\$ 0.90	0.9%	
2021-22	\$ 115.15	\$ 16.80	17.1%	
2022-23	\$ 123.45	\$ 8.30	7.2%	
2023-24	\$ 137.30	\$ 13.85	11.2%	40.9%
2024-25	\$ 153.67	\$ 16.37	11.9%	57.7%
2025-26 *	\$ 162.69	\$ 9.02	5.9%	65.4%

RESOLUTION NO. 25-17

**A RESOLUTION ADJUSTING SOLID WASTE COLLECTION AND DISPOSAL RATES
EFFECTIVE AUGUST 1, 2025**

WHEREAS, Ordinance No. 06-1001 was adopted February 1, 2006. Under said Ordinance, an agreement was entered into between the City of Oregon City and Oregon City Garbage Company, Inc. (dba B&B Leasing) for a Solid Waste Collection and Disposal Franchise; and

WHEREAS, Chapter 8.20.130 of the Oregon City Municipal Code, provides that rates shall be approved by the City Commission and established by resolution; and

WHEREAS, the Franchisee is currently requesting a rate increase due to increased costs of metro disposal fees and labor cost.

NOW, THEREFORE, OREGON CITY RESOLVES that the Rate for Solid Waste Services provided by Oregon City Garbage Company, Inc. (dba B&B Leasing), an Oregon Corporation, shall be set forth in the attached Exhibit A and said rates shall be the maximum rates chargeable by the Franchisee.

BE IT FURTHER RESOLVED that the new Rate Schedule set forth in **Exhibit A** shall be effective August 1, 2025.

Approved and adopted at a special meeting of the City Commission held on the 2nd day of July 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 2nd day of July, 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Service	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Residential Cart				
20 Gal Weekly	\$ 28.74	\$ 1.25	\$ 29.99	4.35%
35 Gal Weekly	\$ 36.09	\$ 1.57	\$ 37.66	4.35%
65 Gal Weekly	\$ 50.58	\$ 2.20	\$ 52.78	4.35%
95 Gal Weekly	\$ 54.69	\$ 2.38	\$ 57.07	4.35%
35 Gal Monthly	\$ 18.09	\$ 0.16	\$ 18.25	0.88%
35 Gal Will Call	\$ 14.85	\$ 0.90	\$ 15.75	6.06%
Extra - 35 Gal Equivalent	\$ 9.04	\$ 0.36	\$ 9.40	3.98%
Extra - Yard Debris	\$ 3.95	\$ 0.15	\$ 4.10	3.80%
Yard Debris - Yearly	\$ 81.44	\$ 3.56	\$ 85.00	4.37%
Recycle Only	\$ 5.47	\$ 0.23	\$ 5.70	4.20%
Residential Central Billing				
20 Gal Weekly	\$ 27.84	\$ 0.65	\$ 28.49	2.33%
35 Gal Weekly	\$ 34.72	\$ 1.44	\$ 36.16	4.15%
65 Gal Weekly	\$ 47.45	\$ 3.83	\$ 51.28	8.07%
95 Gal Weekly	\$ 51.48	\$ 4.09	\$ 55.57	7.94%
Commercial Cart				
35 Gal Weekly	\$ 36.75	\$ 0.91	\$ 37.66	2.48%
65 Gal Weekly	\$ 49.47	\$ 3.31	\$ 52.78	6.69%
95 Gal Weekly	\$ 53.49	\$ 3.58	\$ 57.07	6.69%
Commercial Container				
1-1/3 Yard Weekly	\$ 192.46	\$ 8.37	\$ 200.83	4.35%
1-1/2 Yard Weekly	\$ 211.79	\$ 9.21	\$ 221.00	4.35%
2 Yard Weekly	\$ 281.56	\$ 12.25	\$ 293.81	4.35%
3 Yard Weekly	\$ 387.98	\$ 16.88	\$ 404.86	4.35%
4 Yard Weekly	\$ 515.68	\$ 22.43	\$ 538.11	4.35%
5 Yard Weekly	\$ 644.59	\$ 28.04	\$ 672.63	4.35%
6 Yard Weekly	\$ 773.52	\$ 33.65	\$ 807.17	4.35%
8 Yard Weekly	\$ 976.17	\$ 42.46	\$ 1,018.63	4.35%

Miscellaneous Service Fees	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Reinstatement Fee	\$ 11.00	\$ -	\$ 11.00	0.00%
Cart Redelivery Fee	\$ 27.50	\$ -	\$ 27.50	0.00%
1st Extra Bag (Small, < 20 Gallon)	\$ 3.85	\$ -	\$ 3.85	0.00%
Add'l Extra Bag (Small, < 20 Gallon)	\$ 2.20	\$ -	\$ 2.20	0.00%
1st Extra Bag (Large, > 20 Gallon)	\$ 5.17	\$ -	\$ 5.17	0.00%
Add'l Extra Bag (Large, > 20 Gallon)	\$ 3.52	\$ -	\$ 3.52	0.00%
Extra Cart (20 Gal.)	\$ 3.85	\$ -	\$ 3.85	0.00%
Extra Cart (35 Gal.)	\$ 8.53	\$ -	\$ 8.53	0.00%
Trash in Yard Debris Cart	\$ 10.89	\$ -	\$ 10.89	0.00%
Trash in Recycle Cart	\$ 12.27	\$ -	\$ 12.27	0.00%
Temp Container Rent (Per Yard, Per Day)	\$ 1.21	\$ -	\$ 1.21	0.00%
Incidental Service Fee (Per 5 Min Increment)	\$ 8.80	\$ -	\$ 8.80	0.00%
Gate Fee	\$ 4.40	\$ -	\$ 4.40	0.00%
1 Truck / 1 Man (Per Hour)	\$ 73.00	\$ -	\$ 73.00	0.00%
1 Truck / 2 Man (Per Hour)	\$ 105.00	\$ -	\$ 105.00	0.00%
Recycle+ Opt-In base Charge (Billed Monthly)	\$ 2.50	\$ -	\$ 2.50	0.00%
Recycle+ Curbside Collection (Each Pick-Up Event)	\$ 9.25	\$ -	\$ 9.25	0.00%
Recycle+ Non-Curbside Collection 5-150 feet (each)	\$ 11.70	\$ -	\$ 11.70	0.00%
Recycle+ Non-Curbside Collection over 150 feet (each)	\$ 13.00	\$ -	\$ 13.00	0.00%
Bulky Item Fees	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Appliances	\$ 22.00	\$ -	\$ 22.00	0.00%
Fridge, Freezer, AC	\$ 44.00	\$ -	\$ 44.00	0.00%
Dense Foam Mattress (King or Queen)	\$ 19.25	\$ -	\$ 19.25	0.00%
Interspring or Light Foam (King or Queen)	\$ 11.00	\$ -	\$ 11.00	0.00%
Box Springs	\$ 8.25	\$ -	\$ 8.25	0.00%
Couch	\$ 16.50	\$ -	\$ 16.50	0.00%
Chair	\$ 15.00	\$ -	\$ 15.00	0.00%
Tire Off Rim	\$ 5.50	\$ -	\$ 5.50	0.00%
Tire On Rim	\$ 11.00	\$ -	\$ 11.00	0.00%
Truck Tire Off Rim	\$ 11.00	\$ -	\$ 11.00	0.00%
Truck Tire On Rim	\$ 16.50	\$ -	\$ 16.50	0.00%
File Cabinet	\$ 8.25	\$ -	\$ 8.25	0.00%
Treadmill	\$ 22.00	\$ -	\$ 22.00	0.00%
Toilet	\$ 5.50	\$ -	\$ 5.50	0.00%
Car Battery	\$ 11.00	\$ -	\$ 11.00	0.00%
Sharps (1 Gallon)	\$ 19.25	\$ -	\$ 19.25	0.00%
Sharps (5 Gallon)	\$ 25.00	\$ -	\$ 25.00	0.00%
Inside Pick-Up	\$ 5.50	\$ -	\$ 5.50	0.00%
Inside Pick-Up (Per Flight of Stairs)	\$ 9.90	\$ -	\$ 9.90	0.00%
Yard Debris Bags	\$ 3.30	\$ -	\$ 3.30	0.00%

Service	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Drop Box				
10 Yard Scheduled Service	\$ 149.62	\$ 9.88	\$ 159.50	6.60%
20 Yard Scheduled Service	\$ 161.88	\$ 7.62	\$ 169.50	4.71%
30 Yard Scheduled Service	\$ 186.41	\$ 10.59	\$ 197.00	5.68%
40 Yard Scheduled Service	\$ 210.94	\$ 23.06	\$ 234.00	10.93%
10 Yard Drop Box	\$ 186.41	\$ 11.59	\$ 198.00	6.22%
20 Yard Drop Box	\$ 198.68	\$ 9.32	\$ 208.00	4.69%
30 Yard Drop Box	\$ 235.47	\$ 0.03	\$ 235.50	0.01%
40 Yard Drop Box	\$ 272.26	\$ 0.24	\$ 272.50	0.09%
< = 20 Yard Compactor	\$ 180.29	\$ 7.71	\$ 188.00	4.28%
< = 29 Yard Compactor	\$ 192.55	\$ 0.45	\$ 193.00	0.23%
30 Yard Compactor	\$ 210.94	\$ 4.56	\$ 215.50	2.16%
40 Yard Compactor	\$ 229.34	\$ 18.16	\$ 247.50	7.92%
30 Yard LEED Box (LEED to Portland Sites)			\$ 625.00	

Drop Box Fees	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Rejected Load	\$ 55.00	\$ -	\$ 55.00	0.00%
Compactor Turn Around	\$ 40.00	\$ -	\$ 40.00	0.00%
Dry Run	\$ 36.00	\$ -	\$ 36.00	0.00%
Deadhead Round Trip	\$ 35.00	\$ -	\$ 35.00	0.00%
Occasional Demurrage (Per Day)	\$ 7.70	\$ -	\$ 7.70	0.00%
Occasional Demurrage (Per Month)	\$ 77.00	\$ -	\$ 77.00	0.00%
Ind/Com/MF Demurrage (Per Month)	\$ 60.50	\$ -	\$ 60.50	0.00%
Lid Fee (Perm Box / Month)	\$ 30.00	\$ -	\$ 30.00	0.00%
Lid Fee (Temp Box / Week)	\$ 7.50	\$ -	\$ 7.50	0.00%
Delivery Fee	\$ 38.50	\$ -	\$ 38.50	0.00%
Incidental Service Fee (Per 5 Min Increment)	\$ 8.80	\$ -	\$ 8.80	0.00%

Commercial Rate Schedule - Proposed Rates							
Pickups Per Week	1	2	3	4	5	6	
1-1/3 Yard Weekly	\$ 200.83	\$ 376.07	\$ 551.30	\$ 726.54	\$ 901.77		
Each Additional	\$ 165.00	\$ 330.00	\$ 494.99	\$ 659.99	\$ 824.99		
Will Call	\$ 86.75						
Extra Pick Up	\$ 63.00						
1-1/2 Yard Weekly	\$ 221.00	\$ 416.40	\$ 611.81	\$ 807.21	\$ 1,002.62		
Each Additional	\$ 185.17	\$ 370.33	\$ 555.50	\$ 740.67	\$ 925.83		
Will Call	\$ 93.41						
Extra Pick Up	\$ 68.04						
2 Yard Weekly	\$ 293.80	\$ 562.01	\$ 830.22	\$ 1,098.43	\$ 1,366.64		
Each Additional	\$ 257.97	\$ 515.94	\$ 773.92	\$ 1,031.89	\$ 1,289.86		
Will Call	\$ 122.55						
Extra Pick Up	\$ 86.26						
3 Yard Weekly	\$ 404.86	\$ 784.13	\$ 1,163.39	\$ 1,542.66	\$ 1,921.93		
Each Additional	\$ 369.03	\$ 738.06	\$ 1,107.08	\$ 1,476.11	\$ 1,845.14		
Will Call	\$ 159.20						
Extra Pick Up	\$ 114.01						
4 Yard Weekly	\$ 538.11	\$ 1,050.62	\$ 1,563.14	\$ 2,075.65	\$ 2,588.16	\$ 3,100.68	
Each Additional	\$ 502.28	\$ 1,004.55	\$ 1,506.83	\$ 2,009.10	\$ 2,511.38		
Will Call	\$ 203.17						
Extra Pick Up	\$ 147.32						
5 Yard Weekly	\$ 672.64	\$ 1,319.68	\$ 1,966.72	\$ 2,613.76	\$ 3,260.80		
Each Additional	\$ 636.80	\$ 1,273.61	\$ 1,910.41	\$ 2,547.21	\$ 3,184.01		
Will Call	\$ 247.57						
Extra Pick Up	\$ 180.96						
6 Yard Weekly	\$ 807.16	\$ 1,588.73	\$ 2,370.30	\$ 3,151.87	\$ 3,933.43		
Each Additional	\$ 771.33	\$ 1,542.66	\$ 2,313.99	\$ 3,085.32	\$ 3,856.65		
Will Call	\$ 291.96						
Extra Pick Up	\$ 214.59						
8 Yard Weekly	\$ 1,018.63	\$ 2,011.66	\$ 3,004.70	\$ 3,997.73	\$ 4,990.76		
Each Additional	\$ 982.80	\$ 1,965.59	\$ 2,948.39	\$ 3,931.18	\$ 4,913.98		
Will Call	\$ 361.75						
Extra Pick Up	\$ 267.45						



CITY OF OREGON CITY

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

Staff Report

To: City Commission
From: Shaun Davis, Police Chief

Agenda Date: July 2, 2025

SUBJECT:

Item 9.b. - Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency

STAFF RECOMMENDATION:

Staff recommends the City Commission adopt ordinance 25-1009 – Outdoor Burning Regulations which revises the City Code by adding Municipal Code Chapter 8.23 and declaring an emergency

EXECUTIVE SUMMARY:

This ordinance proposes the adoption of a municipal code to establish clear, enforceable regulations governing outdoor burning within the City. The primary objective is to enhance public health and safety, protect property, reduce the risk of wildfires, air pollution, and nuisance complaints associated with uncontrolled and illegal burning activities.

BACKGROUND:

The City of Oregon City currently does not have a City Ordinance in the municipal code that regulates or prohibits certain types of outdoor burning activities. The only regulations in place are through DEQ and Clackamas Fire.

Over the past several years, police department and code enforcement officers have encountered an increasing number of illegal and potentially dangerous fires that are occurring on public and private property. Staff currently do not have an enforcement mechanism for these fires unless property is damaged as a result of the fire, then it will become a crime under Oregon Revised Statute (ORS).

Adding a new city ordinance to regulate outdoor burning consistent with DEQ and Clackamas Fire outdoor burning regulations is essential to protect public health, safety, and property within our city. Uncontrolled and illegal outdoor burning creates a substantial risk to safety, can lead to wildfires, can damage property, and creates poor air quality.

Additionally, a small section at the south end of the City falls within the DEQ seasonal burning restrictions. Historically, this area of the city was rural with larger parcels of land. However, over the past 20–30 years, this area has seen considerable residential development.

Ordinance 25-1009 proposes the adoption of a municipal code to establish clear,

enforceable regulations governing outdoor burning within the City. It defines permissible types of outdoor burning such as recreational burning and creates a permitting process applicable to the area within the City that falls under the DEQ permissible seasonal burning area. The ordinance prohibits the open burning of household waste, construction debris, and other hazardous materials. It outlines requirements for burn permits, safety setbacks, supervision, and fire control measures within the permitted area. Enforcement provisions include penalties for non-compliance.

The proposed ordinance represents a balanced approach to preserving the community's quality of life while allowing safe and responsible burning under regulated conditions.

This ordinance was brought to the Commission at the June 18, 2025 regularly scheduled Commission Meeting. During the meeting, there was discussion about the ordinance and the Commission requested language changes to Exhibit A section D. The changes have been made and is being brought back for approval.

This ordinance is being brought forward under an emergency declaration because of the immediate dangers that outdoor burning creates for the health and safety of our community. Additionally, as we are nearing summer, fire season is imminent.

Related Links:

- [DEQ Outdoor and Open Burning Map](#)
- [Clackamas Fire Outdoor Burning](#)
- [City of Happy Valley Outdoor Burning](#)

OPTIONS:

1. Approve Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency.
2. Approve Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency with Amendments.
3. Deny Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

ORDINANCE NO. 25-1009

**AN ORDINANCE OF THE CITY OF OREGON CITY REVISING THE CITY CODE
BY ADDING MUNICIPAL CODE CHAPTER 8.23 – OUTDOOR BURNING
AND DECLARING AN EMERGENCY**

WHEREAS, the citizens of Oregon City value a safe a livable community; and

WHEREAS, outdoor burning can lead to wildfires and poor air quality; and

WHEREAS, the City has the ability and authority to regulate certain activities likely to cause loss of life, damage to property, and the urban tree canopy from outdoor burning; and

WHEREAS, the Commission believes it necessary, appropriate, and in furtherance of the public's health, safety, and welfare to enact a permit process in the section of the City that falls withing the DEQ seasonal burning restrictions; and

WHEREAS, the Commission believes it is necessary to enact municipal regulation, thereby allowing staff the ability to enforce outdoor burning regulations in municipal court and to afford the municipal court the ability to impose civil penalties.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The Oregon City Municipal Code is hereby amended to include Chapter 8.23 attached as Exhibit A to this ordinance

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 3. Declaring an Emergency. This Ordinance shall take effect July 2, 2025, unless the City Commission approval is not unanimous. If the vote is not unanimous, the effective date shall be 30 days after final adoption.

Read for the first and second time at a regular meeting of the City Commission held on the 2nd day of July 2025 and taking effect on July 2, 2025.

DENYSE C. MCGRIF
Mayor

Attested to this 2nd day of July 2025,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

08.23 – Outdoor Burning

08.23.020 Outdoor Burning Regulations—Civil penalty.

- A. Outdoor burning of yard, tree, and garden debris is prohibited except as provided in subsections B and C of this section.
- B. Outdoor fires used for recreation, religious, or cooking purposes when the fire is entirely contained in a fireplace, barbecue grill, or pit, or other enclosure intended for outdoor recreation, or cooking is allowed on private property with the property owners' permission.
- C. Outdoor fires when a person first obtains an outdoor burning permit from the city. All burning shall be by permit in accordance with the outdoor burning regulations and must comply with the requirements of the City, Clackamas Fire District, Office of the State Fire Marshal, and Department of Environmental Quality (DEQ).
- D. Outdoor burning or fires are not permitted:
1. In any type of burn barrel,
 2. On non-residential property,
 3. On public lands or parks, unless approved by the City, or
 4. During any declaration of extreme fire danger issued by the City or Fire Chief, including any outdoor burning permits authorized under subsection C.
- E. Outdoor burning of garbage, lumber, debris, and illegal materials listed by DEQ is not permitted.
- F. Outdoor burning or fires shall not produce dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities. Or can be declared a nuisance affecting health. (OCMC 8.08.020 M.)
- G. Any person found to have violated these prohibitions is subject to a civil penalty of up to three hundred (\$300) per violation, and is enforceable pursuant to OCMC 1.20.



OREGON CITY OUTDOOR BURNING PERMIT APPLICATION

RESIDENTIAL BURN PERMIT - All burning within City of Oregon City except as allowed pursuant to OCMC 8.0X.XXX requires a permit (503) 503-905-3665 1234 Linn Ave Oregon City, OR 97045-
Clackamas Fire District – Burn Info Line (503) 742-2945

Application Date: _____

Address of Burn Site: _____ More than ONE acre is required, or your application will be denied.

☐ Fall: October 1st to December 15th

☐ Spring: March 1st to June 15th

Print Name of Applicant: _____

Applicant Email: _____

Telephone: Day: _____ Night: _____

1. Do you have an agricultural burn permit through the Clackamas Fire District? YES or NO
2. If you have more than 5 acres or have a special circumstance, please provide details:

****If neither of the above applies, then a ONE time burn permit will be issued for the season****

This application is based on the following terms and conditions and for the purposes stated herein:

1. **Seasonal Burning Restrictions:** There will be two designated burn seasons:

-Fall: October 1 to December 15

-Spring: March 1 to June 15

Permit holders will be allowed to burn on only one permitted day during each season, within the allowable burn hours. During extreme fire danger declarations, burning will have to be rescheduled.

2. **Application and Inspection Requirements:** For each burn, you must apply for a new burn permit and pay a \$30 fee. A Code Enforcement Officer will conduct an inspection of your burn pile to ensure compliance with the Department of Environmental Quality (DEQ) and Clackamas County Fire District regulations. The officer will also verify that the pile consists of properly cured vegetative material to ensure a clean, efficient burn that minimizes smoke.



If your pile fails the inspection, you will be provided with instructions for preparing your pile to meet the required standards. However, a new inspection and burn permit fee will apply.

3. Consequences for Non-Compliance: If you fail to apply for a burn permit, receive a denial due to an improper pile, or violate burn regulations, your burn privileges will be revoked. You will also face a citation requiring your appearance in Municipal Court.

These regulations are designed to allow responsible burn permit holders to continue burning while reducing the risks associated with improper practices. Applying for a burn permit and paying the fee for each burn, as well as adhering to all DEQ and Clackamas County Fire District regulations will maintain your burning privileges.

Residents with agricultural properties who obtain an agricultural permit through the fire district and DEQ will be exempt from the limited burn days and allowed to burn anytime within the burn season, as permitted.

IF A PERMIT IS ISSUED TO YOU, BURNING WILL ONLY BE ALLOWED AFTER YOU HAVE CALLED CLACKAMAS FIRE DISTRICT TO DETERMINE IF IT IS A BURN DAY. YOU MUST CALL CLACKAMAS FIRE DISTRICT BEFORE YOU BURN UNDER A BURN PERMIT. (503) 742-2945

- Only natural vegetations shall be burned. The fire shall not contain any lumber, rubber products, asphalt products, petroleum products, plastics, garbage, dead animals, or any waste material that emits smoke or creates offensive odors.
- Persons and equipment capable of extinguishing the fire shall always be on the burn site and in attendance. • The air contaminants emitted from the outdoor fires shall not be in sufficient quantities, and of such characteristics and duration as is, or is likely to be, injurious to human health, plant or animal life, or property, or which unreasonably interferes with enjoyment of life and property.
- Particulate matter from the outdoor fires must not be allowed to become deposited upon the property of others.
- Only one pile shall be burned at one time.
- A copy of the burn permit shall be maintained at the address of the burn.
- The burn permit shall not be valid during any air pollution episode or period of impaired air quality as specified by D.E.Q. standards.
- The permit shall only be valid on the permitted day as applied for on the issued Burn Permit. Note: Any burn permit issued may be revoked for the protection of life or property or to prevent or abate the nuisances caused by such burning and/or violation of the Oregon City Municipal Code. (A nuisance would be defined as ash fallout or smoke accumulation around residential occupancies).

Burn Permit issued upon requirements met: Site Inspection/Lot Size/Residential Density

Sign Full Name	Print Name	Today's Date
----------------	------------	--------------

Address

Application Fee \$30 Paid – CASH___CHECK___CC___ Receipt # _____ Date Received: _____

Approved: _____ Denied: _____ Remarks: _____



OUTDOOR BURNING RULES & FEES

Requirements and Fees

- Prior to burning, call the Daily Burn Message Line at **(503) 742-2945** to determine if it is a burn day and the hours in which burning is allowed. All fires must be smoke free by the end of the prescribed burn hours.
- Active Burn Permit. Permit holders will be allowed to burn on **ONLY ONE** permitted day during each season, within the allowable burn hours.
- During extreme fire danger declarations, burning will have to be rescheduled.
- \$30 fee for new burn permit.
- A Code Enforcement Officer has conducted an inspection of the burn pile to ensure compliance with the Department of Environmental Quality (DEQ) and Clackamas County Fire District regulations. The officer will also verify that the pile consists of properly cured vegetative material to ensure a clean, efficient burn the minimizes smoke.
- More than ONE acre of land is required to acquire a burn permit.
- Only organic plant materials such as yard, tree, and garden debris may be burned.

Residents with agricultural properties who obtain an **agricultural permit** through DEQ & the fire district will be exempt from the limited burn days and allowed to burn anytime within the burn season, as appropriate.

Prohibited Materials

No person shall cause or allow to be initiated or maintained any open burning of any:

- Garbage
- Plastic
- Wire insulation
- Automobile parts
- Asphalt
- Petroleum products
- Petroleum treated material
- Rubber products



- Animal remains
- Animal or vegetable matter resulting from handling, preparation, cooking, or service of food or any material which normally emits dense smoke or noxious odors

If you have any questions regarding prohibited materials, please call the **Department of Environmental Quality Air Quality Division** at (503) 229-5263 or (800) 452-4011.

Open Burning Safety Rules

-Open fires must be limited in size, must be controlled, and must not be a hazard to people, property, or standing vegetation.

-No fire may be larger than 10' x 10' x 10' without a special burn permit. A minimum of 50' clearance from other combustibles or structures is required.

-Combustibles that would contribute to the spread of fire should be removed from around burn piles. The width of the fire break should follow this guideline: pile height plus the pile width, divided by four.

-A garden hose connected to a water supply and a shovel or other approved fire extinguishing equipment must be readily available on site.

-Burning material shall be constantly attended by a person knowledgeable in the use of the fire extinguishing equipment. An attendant shall supervise the burning material until the fire has been extinguished.

-Burning of materials in any manner where smoke or flame damages or endangers people or property of others is prohibited.

-All fires shall be extinguished and smoke-free two hours before sunset, unless otherwise specified by the prescribed burn hours on the Burn Information Number (503) 742-2945. No fuels may be added to the fire within two hours before sunset, and the fire shall not be stoked up during this time (so that the fire will cool down during the hours of darkness). The intent is that no open flames are visible at night that may be reported as a hostile brush or structure fire.

Legend

X



Domestic



Allowed



Prohibited: Seasonal



Prohibited: Tri-County



Prohibited : Permit Required

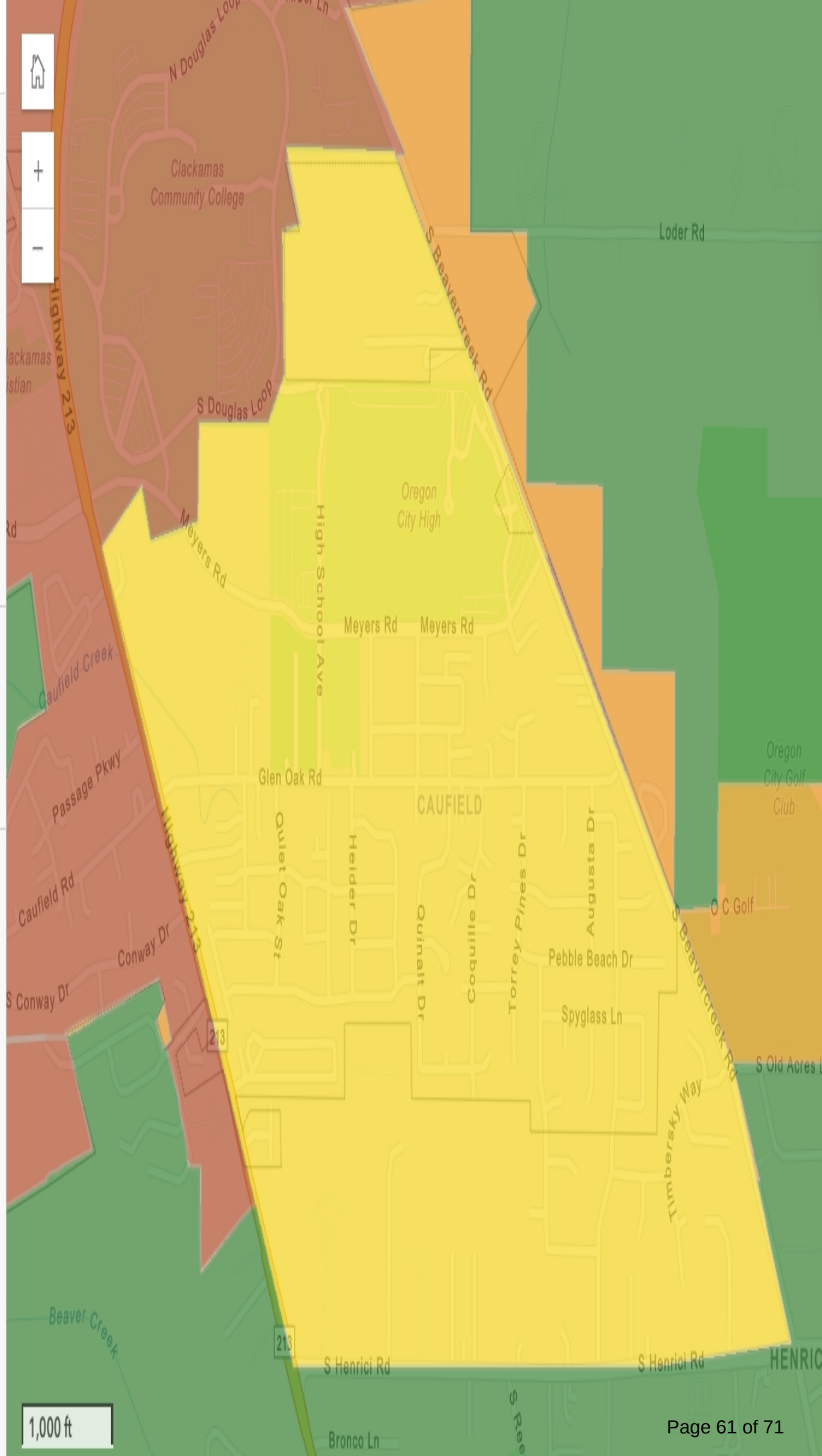


Lane County

Fire Prevention Restrictions



Fire District Contact for Rural Areas



1,000 ft



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** July 2, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 9.c. - Downtown Oregon City Association Memorandum of Understanding

STAFF RECOMMENDATION:

Approve DOCA's Memorandum of Understanding ("MOU").

EXECUTIVE SUMMARY:

During its budget review and development process, the City Commission approved a budget line item for the Downtown Oregon City Association in the amount of \$60,000 per fiscal year over the next two fiscal year periods ending June 30, 2027, totaling \$120,000.

BACKGROUND:

The proposed memorandum of understanding outlines the partnership between DOCA and the City of Oregon City ("City"). This document outlines elements of the City's DOCA's activities and deliverables as well as the City of Oregon City's deliverables during the City's biennium fiscal year 2025 -2027.

DOCA, organized in 2009, is a 501(c)(3) non-profit organization with the mission to build a community and cultivate commerce in Oregon City's historic downtown.

The agreement outlines the anticipated scope of work that DOCA will be engaged in to enhance Oregon City's historic downtown, utilizing logistical/technical support from the City of Oregon City.

Below are the major highlights of DOCA's deliverables:

- DOCA agrees not to co-mingle the City's funding with other funding sources. These funds will be kept in a separate bank account, with funds transferred on a monthly basis to cover fifty percent (50%) of operating costs to maintain the matching fund requirement.
- DOCA will pay the City for the cost of logistical support including the use of City personnel and associated permits needed to implement logistical assistance for all events. DOCA will pay for any City-owned equipment utilized to assist with city-sponsored events on the condition that such equipment and personnel are available for DOCA's use.
- DOCA will provide a copy of its work plan and annual reports.

- DOCA will provide copies of its Statement of its Financial Position and Statement of Activity (“the financials”) ending in fiscal year 2025/2026 and ending in fiscal year 2026/2027. DOCA will provide the previous fiscal year’s financials.
- The organization will provide revenue and expenditure reports for each City-supported event, including the Trick or Treat Event, First City Celebration, and Holiday Tree Light event.
- DOCA will provide biannual updates to the City Commission in December and June during each fiscal year.
- DOCA shall serve as an active and positive downtown representative of City-led initiatives, through promotion and marketing assistance to the City.
- DOCA will produce at least three events on behalf of the City of Oregon: Trick or Treat Event, First City Celebration, and Holiday Tree Light event.
- DOCA will cross-promote and utilize the Travel Oregon City Tourism Brand Logo and tagline on all visitor-facing initiatives, including program-related collateral and marketing materials.

Below are the major highlights of the City’s deliverables:

- The City will pay DOCA \$60,000 in one lump sum at the execution of this contract and then at the beginning of the 2026-2027 fiscal year. DOCA will match this funding at 100% per fiscal year for a minimum of \$60,000 with other funds, not from the City of Oregon City, such as other City-facilitated grants or other contracts for services.
- Oregon City will provide logistical/technical support for events sponsored by the City. Events sponsored by the City shall include a Trick or Treating Halloween Event, a

Tree Lighting, Holiday Event, and First City Celebration. This shall not preclude the development of other events that the City and DOCA mutually agree to launch.

Logistical support from the City may include road closures and parking strategies with a City-approved plan/permit.

- The City, through its Economic Development Department, will advise and consent to DOCA-generated marketing and promotion activities associated with First City Celebration, and other City-sponsored events.

OPTIONS:

1. Approve the Memorandum of Understanding.
2. Approve the Memorandum of Understanding with amendments.

3. Do not approve the Memorandum of Understanding.

BUDGET IMPACT:

Amount \$120,000

Fiscal Year(s): FY 2025/2026 \$60,000; FY 2026/2027 \$60,000

Funding Source(s): General Fund

Memorandum of Understanding between the Downtown Oregon City Association and the City of Oregon City

OVERVIEW

This agreement outlines a partnership between Main Street Oregon City, DBA Downtown Oregon City Association ("DOCA") and the City of Oregon City ("City"). This memorandum outlines an agreement for the City to provide support to enhance DOCA's activities to benefit Downtown Oregon City and City of Oregon City goals during the City's fiscal period from July 1st to June 30th during the years of 2025/2026 and 2026/2027. ("The City's Biennium Period")

DOCA, organized in 2009, is a 501(c)(3) non-profit organization and a nationally accredited, award-winning Oregon Main Street Program. DOCA's mission is to build community and cultivate commerce in Oregon City's historic downtown.

DOCA advances economic development; promotes tourism; facilitates the attraction of new business to Main Street downtown and the expansion of existing downtown businesses; fosters partnerships with merchants, civic leaders, organizations, and the community and sponsors and produces exciting events.

DOCA's efforts aim to bring thousands of local and national visitors to Oregon City each year and raise the profile of Oregon City as a destination, including but not limited to, successful events, promotion, placemaking connectivity and economic development activity. Efforts aim to cultivate meaningful engagement, commerce, and civic pride.

The following agreement outlines the anticipated Scope of work that DOCA will be engaged in while using financial and technical support from the City of Oregon City to complete. Resources provided by the City are utilized to maintain and grow the activation, preservation, and economic stability of Downtown Oregon City.

FUNDING ARRANGEMENT

The City agrees to fund DOCA for the biennium period in exchange for providing deliverables identified later in this document.

The City's contribution will be \$60,000, paid in a lump sum at the execution of this contract's fiscal year 2025/2026 and then another lump payment of \$60,000 at the beginning of the 2026/2027 fiscal year. DOCA will raise cash match to complement the City's funding at 100% per year for a minimum of \$60,000 per year with other funds, not using other City funding sources in its calculus, such as other City facilitated grants or other paid contracts for services. DOCA agrees not to co-mingle the City's funding with other funding sources. These funds will be kept in a separate bank account, with funds transferred on a monthly basis to cover fifty percent (50%) of operating costs to maintain the matching fund requirement.

ADMINISTRATION

DOCA agrees to adhere to the following administrative stipulations:

DOCA will invoice the City at the beginning of the fiscal years 2025/2026 and 2026/2027 and provide documentation of hours worked or allocated against elements of its workplan the City's economic and tourism-related goals.

DOCA will be responsible for maintaining all necessary insurance and preparing all required taxes appropriate to a 501(c)(3). Insurance will include at least Directors and Officers, General Liability, and Worker's Compensation policies with limits of at least \$1M per occurrence and \$2M aggregate.

DOCA'S REPORTING REQUIREMENTS

The City's contribution, including DOCA's cash match, will be used to fund DOCA's operations and in return:

DOCA will provide a copy of its work plan and annual reports. DOCA and the City acknowledge that there will be modifications to the work plan. DOCA may revise its work plan through review with the City's Economic Development Department.

DOCA will provide copies of its Statement of its Financial Position and Statement of Activity ("the financials") ending in fiscal year 2025/2026 and ending in fiscal year 2026/2027. In addition, DOCA will provide the previous fiscal year's financials along with its current fiscal year's financial statements. This information will not be part of the public record. DOCA will provide its financial statements to the City's Lead Representative with regard to this Agreement, the Economic Development Manager or other City designated individual should this position be vacant.

At a minimum, DOCA will meet twice within each fiscal year with the City's Lead Representative to review DOCA's deliverables as outlined in this MOU. These meetings will be with the Economic Development Manager and/or his/her designee. This does not prohibit either party from meeting more during any fiscal year.

DOCA will provide biannual updates to the City Commission in December and June during each fiscal year. Revenue and expenditure reports for each City supported event including Trick or Treat Event, First City Celebration, and Holiday Tree Light event. Visitor attendance, and origin of trip information shall be included in the biannual reports. With the approval of DOCA's Board of Directors, DOCA's staff will work with the Economic Development Department to implement other City-supported initiatives.

DOCA'S DELIVERABLES

DOCA shall serve as an active and positive downtown representative of City-led initiatives, through promotion and marketing assistance to the City. Such City-led initiatives shall include economic development initiatives sponsored by the City. DOCA will support all public safety and emergency initiatives without discussion. DOCA will discuss with the City any City-led initiatives with which they or their members have concern prior to providing promotion and assistance.

DOCA will produce at least three events on behalf of the City of Oregon City: Trick or Treat Event, First City Celebration, Holiday Tree Light event.

DOCA will cross-promote and utilize the Travel Oregon City Tourism Brand Logo and tagline on all visitor-facing initiatives including program-related collateral marketing materials. This would also include event

information, and digital promotions of tourist-facing events. This also includes using social media tags such as @TravelOregonCity. The City's Tourism Brand Logo and tagline to be used is shown in Exhibit A. DOCA will utilize and display the City's logo, as shown in Exhibit B, on its website.

DOCA will provide, in a timely manner, letters of support, meeting attendance, and shared information and data of City-led initiatives and other programs supporting City goals, as directed by the DOCA Board of Directors.

CITY'S DELIVERABLES

In addition to the City's financial biennium contribution, the City of Oregon City will provide the following technical support:

The City will provide logistical/technical support for events sponsored by the City. Events sponsored by the City shall include a Trick or Treating Halloween Event, a Tree Lighting Christmas Event, and First City Celebration. This shall not preclude other events that the City and DOCA mutually agree to launch. Logistical support from the City may include road closures and parking strategies with a City-approved plan/permit.

DOCA will pay the City for the cost of logistical support including the use of City personnel and associated permits needed to implement logistical assistance for all events but excluding executive managerial coordination. DOCA will pay for any City-owned equipment utilized to assist with city sponsored events on the condition that such equipment and personnel are available for DOCA's use. DOCA may apply for assistance to organize and manage other City-sponsored events, but approval is conditioned on the merits of the application and approval by the Oregon City Commission.

The City, through its Economic Development Department, will advise and consent to DOCA generated marketing and promotion activities associated with First City Celebration, and other City-sponsored events.

Notices. Any notices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, email or personally delivered to the addresses below. 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. Bills and invoices may be sent by e-mail or United States mail.

To the City of Oregon City:

The Oregon City Department of Economic
Development
625 Center Street
PO Box 3040
Oregon City, OR 97045
Attention: Economic Development Manager
Email: EcDev@orccity.org

To DOCA:

The Downtown Oregon City Association

814 Main Street
Oregon City, OR 97045
Attention: Executive Director
Email: admin@downtownoregoncity.org

Termination. Each party may choose to terminate its participation in this agreement at its sole discretion with advance written notice of ninety (90) days. In the event of termination by DOCA, it shall reimburse the City on a pro-rated basis of the remainder of the year in which the annual contribution has been made upon termination. The pro-rated reimbursement shall be based on the remaining months in the fiscal year at \$5,000 per month. Pro-rated funds shall be returned to the City no later than ninety (90) days after written termination is provided.

In the event of the City's termination, the City's Lead Representative will have the option of evaluating the level of DOCA's performance and determine the amount of the contract completed and then provide a proposal for DOCA's return of funds to the City or the Lead Representative shall request a return of funds on a pro-rated basis based on the remaining months left in the fiscal year.

Prior to the distribution of the funding, DOCA shall demonstrate to the City Commission that the Scope of Work and administration requirements as outlined in this MOU are being met, followed by the City's Lead Representative recommendation.

Failure to perform the elements of DOCA's workplan and elements of this Agreement as determined by the City's Lead Representative and City Commission, shall result in the termination of this MOU and shall trigger the process of termination by the City's Lead Representative.

City of Oregon City

Signature of City Manager, Anthony J. Konkol III

Date

Printed Name

Downtown Oregon City Association

Victoria Meinig

Signature of Board Chair, Victoria Meinig

6/25/25

Date

Victoria Meinig
Printed Name

Exhibit A



Exhibit B



OREGON CITY



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: July 2, 2025

From:

SUBJECT:

Item a. - Appointments to the Citizen Involvement Committee

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Caufield and Hazel Grove - Westling Farm Neighborhood Associations (NA) have requested the appointment of the individuals below as neighborhood representatives on the Citizen Involvement Committee (CIC):

- Donna Renee Larsen - Caufield NA Chair
- Deby Butzer - Caufield NA Co-Chair
- Mark Beatty - Hazel Grove - Westling Farm NA Member

BACKGROUND:

On June 17, 2025, Lisa Guirsch, the current CIC representative for Caufield NA, submitted her resignation from the CIC. On June 23, 2025, Dan Berge, also a current CIC representative for Caufield NA, submitted a letter to staff and the Mayor expressing his support for an early transfer of his CIC appointment—pending the selection of a new representative to assume the role. In May 2025, the Caufield NA amended its Bylaws to include a specification that the Chair and Co-Chair will serve as the NA's CIC representatives.

Hazel Grove – Westling Farm NA, a newly reactivated neighborhood association, currently has one CIC representative. At their general meeting on June 10, 2025, members voted to appoint Mark Beatty as their second CIC representative.

OPTIONS:

N/A

BUDGET IMPACT:

N/A