



## **CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA**

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, August 6, 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@orc.org](mailto:recorderteam@orc.org) or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email [recorderteam@orc.org](mailto:recorderteam@orc.org) (deadline to submit written public comment via email is 3:00 PM on the day of the meeting)
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

### **REGULAR MEETING OF THE CITY COMMISSION**

#### **1. CONVENE MEETING AND ROLL CALL**

#### **2. FLAG SALUTE**

#### **3. CEREMONIES AND PROCLAMATIONS**

- a. Oath of Office for New Oregon City Police Officer

#### **4. PUBLIC COMMENTS**

Please see the public comment guidelines below.

#### **5. PRESENTATIONS**

#### **6. ADOPTION OF THE AGENDA**

#### **7. CONSENT AGENDA**

- a. Resolution No. 25-24, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities in 6th Street, Main Street, and South 2nd Street Right-of-Ways and Travel Lanes Associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from the Prohibition Against Unlawful Noises
- b. Resolution No. 25-25, A Resolution Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises
- c. Resolution No. 25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises
- d. Change Order No. 1 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)
- e. Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project
- f. Personal Services Agreement with Century West Engineering for the Clairmont Area Sanitary Rehabilitation Project (CI 25-004)
- g. Deed of Dedication for the Washington Street Improvements Project (CI 25-005) - Stimson Property (1795 Washington Street)
- h. Personal Services Agreement with Friends of Trees for 2025-2027 Neighborhood Tree Planting Events
- i. Minutes of the October 16, 2024, City Commission Regular Meeting
- j. Minutes of the November 06, 2024 City Commission Regular Meeting

- k. Minutes of the November 20, 2024 City Commission Regular Meeting

## **8. PUBLIC HEARINGS**

- a. Removal of Dead Elm at Library Park by City Staff (SP-25-00056)

## **9. GENERAL BUSINESS**

- a. McLoughlin Promenade

## **10. COMMUNICATIONS**

**City Manager**

**Commissioners**

**Mayor**

- a. Appointment of Betty Mumm to TAC as Chamber Representative

## **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 WFMC at 503-650-0275 for a programming schedule.



# OATH OF OFFICE

Sworn Police Officer  
Oregon City Police Department

*I, **Hudson Ehrich**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 6<sup>th</sup> DAY OF AUGUST 2025

\_\_\_\_\_  
Denyse C. McGriff, Mayor

*SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of August 2025.*

\_\_\_\_\_  
Notary Public  
State of Oregon  
My commission expires: \_\_\_\_\_



## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.a. - Resolution No. 25-24, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities in 6th Street, Main Street, and South 2nd Street Right-of-Ways and Travel Lanes Associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from the Prohibition Against Unlawful Noises

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission review and approve Resolution No. 25-24, allowing night work to occur on the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from August 7, 2025 to September 30, 2025.

#### **EXECUTIVE SUMMARY:**

The 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) requires roadway construction on some roadway sections at night to reduce traffic impacts and to comply with Oregon Department of Transportation (ODOT) permitting requirements. The City Commission adopted Resolution No. 25-14 to permit the work in July; however, an extension of time is needed to complete the project.

#### **BACKGROUND:**

The 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) requires roadway construction on the following roadway sections, which will be best completed at night:

- Main Street: 99E to 6<sup>th</sup> Street
- 6<sup>th</sup> Street: 99E to Railroad Avenue
- South 2<sup>nd</sup> Street: 99E to High Street

The Oregon Department of Transportation (ODOT) requires road resurfacing work on 6<sup>th</sup>, Main, and South 2<sup>nd</sup> Streets during the evening hours. Concrete work will occur during the day as it is less impactful. The design has been reviewed by the Public Works Department and is approved.

The City Commission adopted Resolution No. 25-14 to permit the work in July; however, an extension of time is needed to complete the project. Delays with permitting from ODOT and relocation of a power pole by Portland General Electric (PGE) made this extension of time necessary. The work on Warner Milne provided within Resolution No. 25-14 has been completed.

Transportation flow is vital to the economic and mobility interests of the City. Construction of these improvements during the day would cause excessive traffic delays and impacts on the community. Staff reviewed the proposed traffic control plan and concluded it was appropriate to require night work for this work due to ODOT permitting requirements on Main, 6<sup>th</sup>, and South 2<sup>nd</sup> Streets.

Per Oregon City Municipal Code (OCMC) 9.12.023(E), “The construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood that occurs: between the hours of 6:00 PM and 7:00 AM, Monday through Friday; and between 6:00 PM and 9:00 AM on Saturday and Sunday” is prohibited. Because of this, staff requests a temporary noise exemption for the roadway construction to occur at night.

This request is for seven weeks of night construction work to be permitted, to successfully complete the roadway improvements. This project needs the working hours to be 8:00 PM to 7:00 AM, Sunday night through Thursday night, for the dates of August 7, 2025 to September 30, 2025.

As a part of the project notification, the contractor will provide written notification to properties within the project area. The outreach will include the contractor’s contact information, to voice concerns about noise levels and/or impacts to property during the project, such as utility disruptions, impacts to driveways, etc. City staff previously reached out to potentially impacted properties through DOCA and individual in-person contact and will has reached out a second time to potentially impacted properties through DOCA and individual in-person contact informing them of the new schedule.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “... utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “...order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Staff request these codes be utilized to fulfill the construction needs of this project.

#### **OPTIONS:**

1. Approve Resolution No. 25-24, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities in 6th Street, Main Street, and South 2nd Street Right-of-Ways and Travel Lanes Associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from the Prohibition Against Unlawful Noises.
2. Approve Resolution No. 25-24, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities in 6th Street, Main Street, and South 2nd Street Right-of-Ways and Travel Lanes Associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from the Prohibition Against Unlawful Noises with Amendments.
3. Deny Resolution No. 25-24, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities in 6th Street, Main Street, and South 2nd Street Right-of-Ways and Travel Lanes Associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from the Prohibition Against Unlawful Noises and provide further

direction.

**BUDGET IMPACT:**

Amount N/A

Fiscal Year(s): N/A

Funding Source(s): N/A

## RESOLUTION NO. 25-24

---

### **A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE CONSTRUCTION ACTIVITIES IN 6<sup>TH</sup> STREET, MAIN STREET, AND SOUTH 2<sup>ND</sup> STREET RIGHT-OF-WAYS AND TRAVEL LANES ASSOCIATED WITH THE 2025 OREGON CITY ROADWAY RECONSTRUCTION PROJECT PMUF (CI-24-006) FROM THE PROHIBITION AGAINST UNLAWFUL NOISES**

**WHEREAS**, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “utility or transportation emergencies”; and

**WHEREAS**, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency”; and

**WHEREAS**, the City would be acting in the best public interest by facilitating the completion of the roadway improvements serving the 2025 Oregon City Roadway Reconstruction Project PMUF (CI-24-006) (“Project”) and within the 6th Street, Main Street, and South 2<sup>nd</sup> Street travel lanes; and

**WHEREAS**, transportation in the vicinity of this Project is vital to the community, and completing the needed work at night is vital to the economic and mobility interests of the City; and

**WHEREAS**, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 6:00 PM and 7:00 AM, Monday through Friday; and between 6:00 PM and 9:00 AM on Saturday and Sunday to be a violation.

#### **NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:**

**Section 1.** The City Commission declares an emergency, limited to the roadway construction within the 6th Street, Main Street, and South 2<sup>nd</sup> Street travel lanes associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI-24-006) (“Project”) as shown in the map attached **as Exhibit A** to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from August 7, 2025 at 8:00 PM to September 30, 2025 at 7:00 AM.

**Section 2.** Based on the emergency identified above, the City Commission grants the construction activities in 6th Street, Main Street, and South 2<sup>nd</sup> Street rights-of-way exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with constructing the roadway improvements in the Project area and

affecting the 6th Street, Main Street, and South 2<sup>nd</sup> Street traffic, during the period identified above in Section 1 of this resolution.

**Section 3.** This resolution shall take effect immediately upon its adoption by the City Commission.

**Section 4.** The City Commission hereby directs the City Manager and City staff to undertake all appropriate and practical measures to lessen the impacts of night-time work on City residents and businesses as authorized by this resolution.

**Section 5.** The City Commission adopts these procedures to prevent, minimize, respond to or recover from the emergency consistent with OCMC 2.52.040.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of August 2025.

---

Denyse C. McGriff, Mayor

Attested to this 6th Day of August 2025

Approved as to legal sufficiency:

---

Jakob Wiley, City Recorder

---

City Attorney

Attachment:  
Exhibit A – Site Map

# City of Oregon City

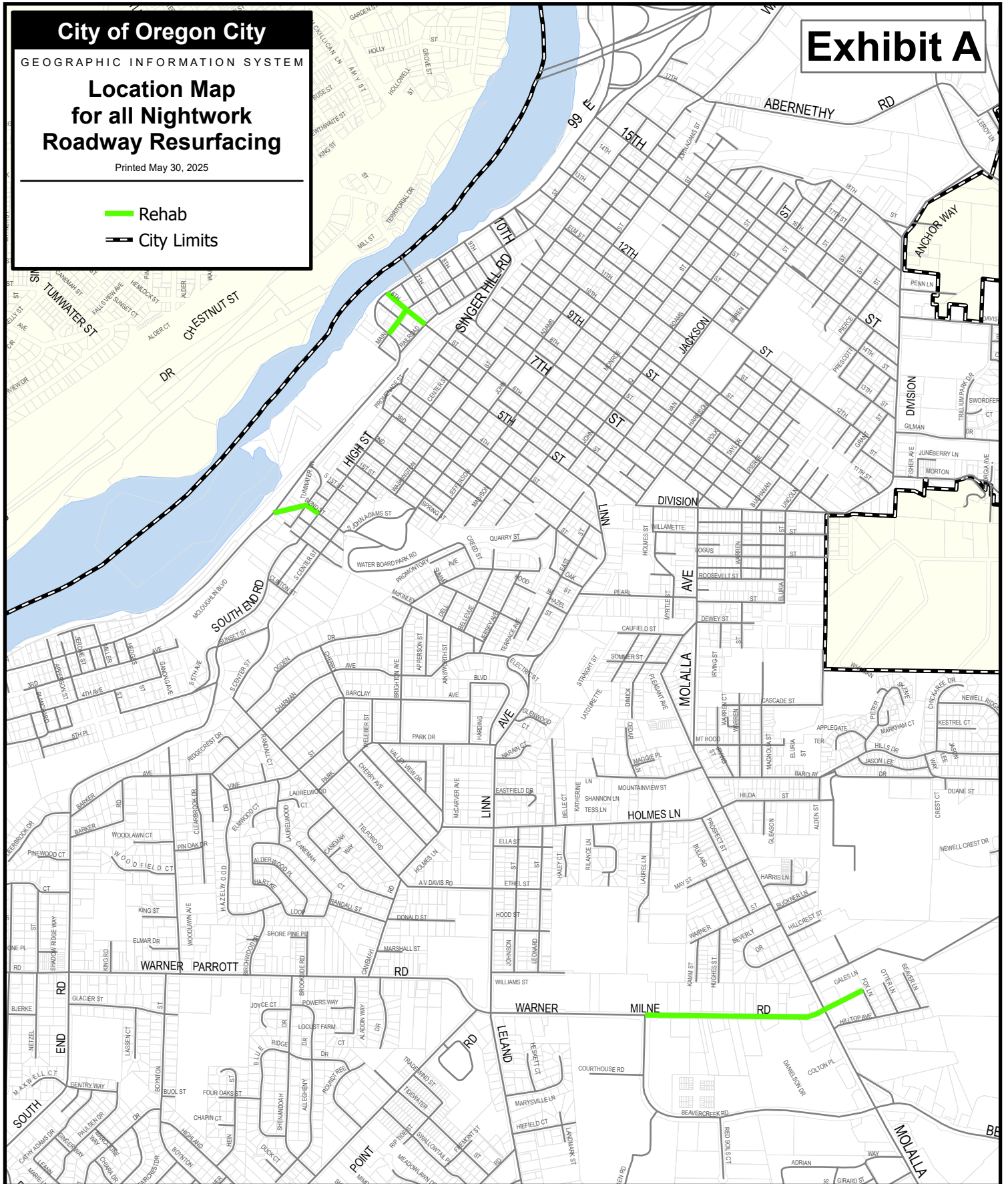
GEOGRAPHIC INFORMATION SYSTEM

## Location Map for all Nightwork Roadway Resurfacing

Printed May 30, 2025

- Rehab
- City Limits

## Exhibit A



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

Please recycle with colored office grade paper.



0 350 700 1,400 Feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.orcity.org](http://www.orcity.org)







## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.b. - Resolution No. 25-25, A Resolution Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission Approve Resolution No.25-25, Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises.

#### **EXECUTIVE SUMMARY:**

Portland General Electric (PGE) is conducting utility pole replacement and utility pole transfer work located adjacent to 1145 Molalla Avenue. PGE is requesting to perform this work at night due to unavoidable disruptions in electrical service to McLoughlin Place Senior Living Facility located at 1145 Molalla Avenue.

Oregon City Municipal Code (OCMC) 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 6:00 PM and 7:00 AM, Monday through Saturday; and between 6:00 PM and 9:00 AM on Sunday to be a violation. Because of this, staff requests temporary noise exemption for the utility pole replacement and utility pole transfer work.

#### **BACKGROUND:**

Oregon City was contacted by Portland General Electric (PGE) Company to obtain a franchise utility right-of-way permit for utility pole replacement work and utility pole transfer work on Molalla Avenue. The proposed pole replacement work requires disruption of electrical service to McLoughlin Place Senior Living Facility, located at 1145 Molalla Avenue. Because of this, McLoughlin Place Senior Living Facility has requested the service disruption take place after 7:00 PM to not affect the crucial services they provide to its residents. The proposed nightwork will begin on August 13<sup>th</sup>, 2025, at 6:00 PM and conclude on August 14<sup>th</sup>, 2025 at 5:00 AM.

This utility pole replacement work and utility pole transfer work will require traffic control on Molalla Avenue travel lanes. The approved traffic control plans include shifting northbound traffic into the center lane to provide a work zone for necessary equipment and vehicles. Southbound traffic will remain unaffected, and two lanes of travel will be maintained.

The contractor will provide written notification (via door hangers, knocking on doors, etc.) to properties located within 300 feet of this project. This public outreach will include contact information for the public to provide concerns regarding noise levels during nightwork and/or impacts to property during the project, such as utility disruptions, impacts to driveways, etc. Engineering staff are working with communications staff to provide public notifications on social media prior to closure as well.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Staff request these codes be utilized to fulfill the construction needs of this project.

**OPTIONS:**

1. Approve Resolution No. 25-25, A Resolution Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises.
2. Approve Resolution No. 25-25, A Resolution Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises with Amendments.
3. Deny Resolution No. 25-25, A Resolution Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises and provide further direction.

**BUDGET IMPACT:**

|                    |     |
|--------------------|-----|
| Amount             | N/A |
| Fiscal Year(s):    | N/A |
| Funding Source(s): | N/A |

## RESOLUTION NO. 25-25

---

### **A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING POLE REPLACEMENT CONSTRUCTION ACTIVITIES ADJACENT TO 1145 MOLALLA AVENUE FROM PROHIBITION AGAINST UNLAWFUL NOISES**

**WHEREAS**, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “utility or transportation emergencies”; and

**WHEREAS**, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency”; and

**WHEREAS**, the City would be acting in the best public interest by facilitating the completion of the utility pole replacement and utility pole transfer work at 1145 Molalla Avenue; and

**WHEREAS**, the pole replacement work requires electrical service disruption for a senior living facility located at 1145 Molalla Avenue; and

**WHEREAS**, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 6:00 PM and 7:00 AM, Monday through Saturday; and between 6:00 PM and 9:00 AM on Sunday to be a violation.

### **NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:**

**Section 1.** The City Commission declares an emergency, limited to the utility pole replacement and utility pole transfer as shown in the map attached as **Exhibit A** to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from August 13<sup>th</sup>, 2025, at 6:00 PM to August 14<sup>th</sup>, 2025 at 5:00 AM.

**Section 2.** Based on the emergency identified above, the City Commission grants the construction activities in Center Street rights-of-way exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with the utility pole replacement and utility pole transfer work located adjacent to 1145 Molalla Avenue during the period identified above in Section 1 of this resolution.

**Section 3.** This resolution shall take effect immediately upon its adoption by the City Commission.

**Section 4.** The City Commission hereby directs the City Manager and City staff to undertake all appropriate and practical measures to lessen the impacts of night-time work on City residents and businesses as authorized by this resolution.

**Section 5.** The City Commission adopts these procedures to prevent, minimize, respond to or recover from the emergency consistent with OCMC 2.52.040.

Approved and adopted at a regular meeting of the City Commission held on the 6<sup>th</sup> day of August, 2025.

---

DENYSE C. MCGRUFF  
Mayor

Attested to this 6<sup>th</sup> day of August, 2025:

Approved as to legal sufficiency:

---

Jakob Wiley, City Recorder

---

City Attorney









## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.c. - Resolution No. 25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises

#### **STAFF RECOMMENDATION:**

Approve Resolution No.25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises

#### **EXECUTIVE SUMMARY:**

Portland General Electric (PGE) is assisting with the removal of communications antennas from an existing utility transmission tower located at 1842 Molalla Avenue. PGE is requesting to perform this work at night due to unavoidable disruptions in electrical service to commercial and residential properties.

Per Oregon City Municipal Code (OCMC) 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 6:00 PM and 7:00 AM, Monday through Saturday; and between 6:00 PM and 9:00 AM on Sunday to be a violation. Because of this, staff request a temporary noise exemption for the removal of communications antennas from the existing utility transmission tower.

#### **BACKGROUND:**

Oregon City was contacted by Portland General Electric Company to obtain a franchise utility right-of-way permit for the removal of communications antennas from an existing utility transmission tower located at 1842 Molalla Avenue. The proposed antenna removal requires unavoidable disruption of electrical service to commercial and residential properties within Oregon City limits. The proposed night work will begin on September 15<sup>th</sup>, 2025, at 9:00 PM and conclude on September 19<sup>th</sup>, 2025 at 6:00 AM. All work will take place on private property, so no traffic impacts are expected along Molalla Avenue or Clairmont Way.

The contractor will provide written notification (via door hangers, knocking on doors, etc.) to properties located within 300 feet of this project. This public outreach will include contact information for the public to provide concerns regarding noise levels during the nightwork and/or impacts to property during the project, such as utility disruptions, impacts on

driveways, etc. Engineering staff are working with communications staff to provide public notifications on social media prior to the start of nightwork as well.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Staff request these codes be utilized to fulfill the construction needs of this project.

**OPTIONS:**

1. Approve Resolution No. 25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises.
2. Approve Resolution No. 25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises with Amendments.
3. Deny Resolution No. 25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises and provide further direction.

**BUDGET IMPACT:**

|                    |     |
|--------------------|-----|
| Amount             | N/A |
| Fiscal Year(s):    | N/A |
| Funding Source(s): | N/A |

## RESOLUTION NO. 25-26

---

### **A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING CONSTRUCTION ACTIVITIES AT 1842 MOLALLA AVENUE FROM PROHIBITION AGAINST UNLAWFUL NOISES**

**WHEREAS**, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “utility or transportation emergencies”; and

**WHEREAS**, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency”; and

**WHEREAS**, the City would be acting in the best public interest by facilitating the removal of communications antennas from a transmission tower located at 1842 Molalla Avenue; and

**WHEREAS**, the removal of the communications antennas requires electrical service disruption for commercial and residential properties within Oregon City limits; and

**WHEREAS**, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 6:00 PM and 7:00 AM, Monday through Saturday; and between 6:00 PM and 9:00 AM on Sunday to be a violation.

### **NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:**

**Section 1.** The City Commission declares an emergency, limited to the removal of communications antennas from an existing transmission tower in the location shown on the map attached as **Exhibit A** to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from September 15<sup>th</sup>, 2025, at 9:00 PM to September 19<sup>th</sup>, 2025 at 6:00 AM.

**Section 2.** Based on the emergency identified above, the City Commission grants the construction activities in Center Street rights-of-way exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with the removal of communications antennas during the period identified above in Section 1 of this resolution.

**Section 3.** This resolution shall take effect immediately upon its adoption by the City Commission.

**Section 4.** The City Commission hereby directs the City Manager and City staff to undertake all appropriate and practical measures to lessen the impact of night-time work on City residents and businesses as authorized by this resolution.

**Section 5.** The City Commission adopts these procedures to prevent, minimize, respond to or recover from the emergency consistent with OCMC 2.52.040.



Approved and adopted at a regular meeting of the City Commission held on the 6<sup>th</sup> day of August, 2025.

---

DENYSE C. MCGRUFF  
Mayor

Attested to this 6<sup>th</sup> day of August, 2025:

Approved as to legal sufficiency:

---

Jakob Wiley, City Recorder

---

City Attorney



# EXHIBIT A







## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.d. - Change Order No. 1 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)

#### **STAFF RECOMMENDATION:**

Authorize the City Manager to execute Change Order No. 1 in the amount of \$322,342.00 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014).

#### **EXECUTIVE SUMMARY:**

Change Order No. 1 is for modifications to the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) construction contract with Emery and Sons Construction Group, LLC. This contract change represents an increase totaling \$322,342.00, and an overall contract increase of 4.6 percent.

#### **BACKGROUND:**

On December 4, 2024, the City Commission awarded the construction contract to Emery and Sons Construction Group, LLC, through the public procurement process, in the amount of \$7,011,261.00 for construction of this project. A Notice to Proceed was issued January 6, 2025.

During the design phase, environmental sampling was completed, in accordance with the recommendations of the City's environmental consultants, Shannon & Wilson. The results indicated that portions of the pipeline alignment contained soil that did not meet the Department of Environmental Quality (DEQ) Clean Fill requirements, and were therefore characterized as "contaminated," requiring disposal at a Class D land-fill site.

During construction, Emery and Sons completed additional sampling of 1,455 feet of mainline alignment that had not been sampled or characterized. The results were consistent with the earlier design phase findings, confirming that the soil did not meet DEQ Clean Fill standards and required Class D landfill disposal. Because of this, the following modifications have been identified and negotiated with the contractor:

Change No. 1, for a total net increase of \$322,342.00, includes the following:

- Additional contaminated media, beyond the amount included in the bid, at an agreed-upon per-ton price and not-to-exceed amount of \$322,342.00. Payment will be made at the agreed-upon price of \$76.06 per ton, and a not-to-exceed amount of

\$322,342.00.

The original contract price was awarded at \$7,011,261.00, with substantial completion expected by June 20, 2026. The net increase of Change Order No. 1 is \$322,342.00, resulting in a contract price with change orders equal to \$7,333,603.00, which represents a 4.6 percent contract increase. This Change Order is in alignment with the city's Water Infrastructure Finance and Innovation Act (WIFIA) program budget and adequate funds are available.

**OPTIONS:**

1. Approve Change Order No. 1 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014).
2. Approve Change Order No. 1 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014) with Amendments.
3. Deny Change Order No. 1 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014) and provide further direction.

**BUDGET IMPACT:**

|                    |                                                |
|--------------------|------------------------------------------------|
| Amount             | \$322,342                                      |
| Fiscal Year(s):    | 2025-2026                                      |
| Funding Source(s): | Water Fund and Water System Development Charge |

# CHANGE ORDER

No. 1

DATE OF ISSUANCE July 5, 2025 EFFECTIVE DATE \_\_\_\_\_

PROJECT: Molalla Avenue Transmission Main WIFIA 3-1

OWNER City of Oregon City

CONTRACTOR Emery and Sons Construction Group, LLC

Contract: Public Improvement Contract

OWNER's Contract No. CI 22-014 ENGINEER's Project No. 2294-11212

ENGINEER DOWL – Construction Management

You are directed to make the following changes in the Contract Documents.

**Description:** This change order provides for payment for Additional Contaminated Media beyond the bid amount of 4,443 cubic yards (6,837 tons). The agreed unit price for additional contaminated media is \$76.06 per ton, with a not-to-exceed amount of \$322,342. This Contract Change Order does not affect Contract Time.

**Reason for Change Order:** Additional testing was completed by Emery and Son's Construction Group, LLC ("Emery and Sons") between station 32+25 and 46+80, where testing and characterization of the soil was not completed prior to bid. Test results and findings were compiled in an April 14, 2025, report by Shannon and Wilson and submitted to the city, identifying additional contaminated media. The city and its consultant reviewed the test results and confirmed levels found do not meet Oregon Department of Environmental Quality's requirements for Clean Fill, requiring disposal at a Class D facility. Section 00195.20 of the Contract Documents provides for agreement of payment for significant changes. The quantity of additional contaminated media represents a significant change to the as-bid quantity, therefore an agreement has been made and reflected in this change order to provide for payment of additional contaminated media, as described above. The supporting details for this agreement can be found in the attached July 1, 2025, letter from the city's Construction Manager, Jason Kelly from DOWL.

| CHANGE IN CONTRACT PRICE:                                                  | CHANGE IN CONTRACT TIMES:                                                                                                                                 |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ 7,011,261.00                                | Original Contract Times:<br>Substantial Completion: June 20, 2026<br>Ready for final payment: _____<br>(days or dates)                                    |
| Net Increase from previous Change Orders<br>No. _____ to No. _____:<br>\$0 | Net change from previous Change Orders No. <u>0</u> to No. _____:<br>Substantial Completion: June 20, 2026<br>Ready for final payment: <u>0</u><br>(days) |
| Contract Price prior to this Change Order:<br>\$ 7,011,261.00              | Contract Times prior to this Change Order:<br>Substantial Completion: June 20, 2026<br>Ready for final payment: _____<br>(days or dates)                  |
| Net Increase of this Change Order:<br>\$ 322,342.00                        | Net Increase (Decrease) of this Change Order:<br>Substantial Completion: June 20, 2026<br>Ready for final payment: <u>0</u><br>(days)                     |
| Contract Price with all approved Change Orders:<br>\$7,333,603.00          | Contract Times with all approved Change Orders:<br>Substantial Completion: June 22, 2026<br>Ready for final payment: _____<br>(days or dates)             |

RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_  
ENGINEER (Authorized Signature)

By: \_\_\_\_\_  
OWNER (Authorized Signature)

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



July 1, 2025

Dan Johnston  
Principal  
Emery & Sons Construction Group, LLC  
3841 Fairview Industrial Dr SE, Suite 150  
Salem, OR 97302

Re: Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)  
DOWL Job No. 2690.80621.01

Dear Mr. Johnston:

This letter is in response to the contaminated media test results provided by Shannon and Wilson dated April 14, 2025. Emery and Sons completed additional testing required by your selected disposal sites in accordance with 00290.20(c) as outlined in RFI 1.

The scope of the additional testing was to determine whether the excavated area within the project from Station 32+35 to approximately 46+80 met the State's Clean Fill Screening Levels (CFSL's). The scope and depth of contamination of Station 32+25 to 46+80 was assumed to meet CFSL's at the time of bid. Shannon and Wilson collected 10 additional samples throughout the aforementioned station range during the spring of 2025. The results of the testing showed that the Project area did not meet CFSL's standards. It should be noted that the contamination is believed to be naturally occurring and consistent with other areas of the project site that had been previously tested and known at the time of bid.

Therefore, in accordance with the prior correspondence under RFI 1: this additional quantity of contaminated media will be paid for in accordance with 00195.20 of the Contract.

Per attachment 1, the Engineer of Record has determined that the additional contaminated media between Station 32+25 to 46+80 is 2,752 cubic yards based on the bid documents and matching assumptions for pavement depth, pipe cover, and trench width consistent with previous estimates. A separate calculation was made to determine the reduction in contaminated media for installation of small diameter long-side services using boring methods instead of open cut trenching, however this reduction is not accounted for in the 2,752 cubic yards. Per the table in 00290.20(c)(1) of the Contract the original assumed volume was 3,445 cubic yards, this quantity is also shown in attachment 1. We also understand that for constructability/disposal reasons Emery and Sons bid the project if the material between Station ranges 10+00 to 14+70 and 28+90 to 30+85 and 52+80 to 55+60 would be treated as full depth contaminated media instead of partial depth as shown in the Contract. Therefore, that would increase the amount of materials assumed at the time of bid going to Class D solid waste facility by an additional 998 cubic yards. That would bring the total volume of contaminated media anticipated to be transported to a Class D facility to 7,195 cubic yards, of which 4,443 cubic yards was bid as contaminated by Emery and an additional 2,752 cubic yards that was bid as clean fill.



During information sharing the last month Emery and Sons provided cost information for their trucking and disposal expenses for both Hillsboro and Coffin Butte. At present they are using Coffin Butte, while the trucking costs are more, the dump fee is less (\$72/ton for Hillsboro vs \$42/ton for Coffin Butte) and therefore the overall cost to dispose of the material at Coffin Butte was selected.

Emery & Sons cost for disposal at Coffin Butte in Benton County is \$83.61/ton (\$27.68/ton trucking and \$42/ton dump fee including markup).

At the time of bid Emery & Sons priced the cost of disposal for material between Station 32+25 to 46+80 at \$7.55/ton (\$4.15/ton trucking & \$2.14/ton dump fee including markup) for clean material to be deposited at Heidelberg in Canby.

Total increase in cost for trucking and disposal = \$83.61/ton - \$7.55/ton = \$76.06/tons

Conversion from tons to cubic yards: Based on AASHTO T310 testing on other projects in the vicinity a unit weight of 114 Lbs./ft<sup>3</sup> is appropriate given the material and time of year. 1 CY material equals 1.54 Tons.

For an additional Volume of 2,752 CY or 4,238 tons at \$76.06/ton = \$322,342

I propose writing a CCO with a unit cost for additional contaminated media of \$76.06/ton, with an estimated amount of 4,238 tons with a not-to-exceed amount of \$322,342. The item would not be triggered until a bid amount of 4,443 CY or 6,837 ton was disposed of.

Feel free to contact me at any time to discuss these matters or any other questions you might have.

Sincerely,

Jason Kelly

Digitally signed by Jason Kelly  
DN: CN=Jason Kelly, OU=Standard,  
OU=Users, OU=Staff, DC=DOWL,  
DC=COM  
Date: 2025.07.01 09:46:16-07'00'

Jason Kelly, PE  
Senior Project Manager

cc: Patty Nelson, P.E., Senior Engineer, City of Oregon City  
Scott Duren, P.E., Vice President, WSC Consulting

### **SECTION III A** **CONTRACT AGREEMENT**

This Agreement made and entered into this 10th day of **December 2024**, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **EMERY & SONS CONSTRUCTION GROUP, LLC** (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

#### **ARTICLE I - Scope of Work**

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **MOLALLA AVENUE TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Invitation to Bid<br>Scope of Work<br>Instructions to Bidders<br>Bid Submittal Requirements and Forms<br>Contract Agreement<br>Oregon City Public Improvement Standard Conditions<br>Statutory Conditions to Contract Agreement<br>WIFIA Contract Requirements<br>Performance Bond<br>Payment Bond<br>State of Oregon Statutory Public Works Bond<br>General Conditions<br>Davis Bacon Wage Rates for Public Works Contracts in Clackamas County, Oregon for Heavy Construction, WD# OR20240053, Modification 10, Published Date: <u>09/06/2024</u> | Prevailing Wage Rates for Public Works Contracts in Oregon, dated October 5, 2024<br>Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated October 5, 2024<br>Prevailing Wage Apprenticeship Rates dated October 5, 2024<br>Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024<br>Special Provisions<br>Contract Drawings<br>City of Oregon City Standard Details<br>Technical Specifications<br>2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents<br>Addendum 1 – November 7, 2024<br>Addendum 2 - November 8, 2024<br>All items included within these Contract Documents. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

#### **ARTICLE II - Time of Completion**

The project shall be complete within **530 calendar** days from the authorized start date for On-site work as identified in the Notice to Proceed.

#### **ARTICLE III – Contract Amount**

The Contract Amount for the work covered by this Agreement is estimated to be **seven million eleven thousand two hundred sixty-one dollars (\$7,011,261.00)**.

#### **ARTICLE IV - Warranty and Quality of Work**

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

#### **CITY OF OREGON CITY**

By: Anthony J. Konkol III  
Anthony J. Konkol III (Dec 10, 2024 17:10 PST)  
Anthony J. Konkol III  
City Manager

By: Dayna Webb  
Dayna Webb (Dec 9, 2024 12:03 PST)  
Dayna Webb, P.E.  
Public Works Director

Approved as to Legal Sufficiency

By: Bill Kabeiseman  
Bill Kabeiseman (Dec 9, 2024 11:15 PST)  
City Attorney

City Commission Award Date:

December 04, 2024

#### **EMERY AND SONS CONSTRUCTION GROUP, LLC**

Dan Johnston  
Printed Name

By: Dan Johnston  
Dan Johnston (Dec 9, 2024 13:12 PST)  
Authorized Signature

Principal  
Title

Date Dec 9, 2024

Address:  
PO Box 13069

Salem, Or

97309

Federal Taxpayer ID Number:

83-0966301



## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.e. - Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project

#### **STAFF RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014) in the amount of \$ 63,765.

#### **EXECUTIVE SUMMARY:**

Amendment No. 2 for modifications to the scope of work and fee for professional services with Water System Consulting, Inc for design and construction services for the replacement of an existing 16-inch water main in Beavercreek Way, as part of the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014).

#### **BACKGROUND:**

On July 4, 2023, the city entered into a Personal Services Agreement with Water System Consulting, Inc., in the amount of \$ \$1,285,548.00 for design and construction services of the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014). On December 4, 2024 Amendment 1 was approved by the City Commission and signed and executed on December 7, 2025 increasing the contract amount to \$1,403,603.00.

Amendment No. 2, for a total of \$63,765 includes the following:

- Provide design and construction services to replace an existing 16-inch water main in Beavercreek Way. The main is one of the main transmission mains delivering water to the city's upper water system, serving approximately 70% of its customers. The Molalla Avenue Transmission Main Project was designed to connect into this main. In April 2025, a section of this water main failed, and an emergency repair was completed by the city operations team. Removal of the failed section of pipe included holes along the bottom, resulting from corrosion over time. Research suggests this pipe may have been installed in the 1920's, making it over 100 years old. The Molalla Avenue Transmission Main project will replace the majority of the old 16-inch water main in Molalla Avenue, leaving only this 500-foot section in Beavercreek Way. After the failure of this old section of pipe, leaving this section of pipe presents an increased risk to the city. This Amendment will provide for design and construction services to replace this last section of 100-year-old water main. A construction

contract amendment for this work will be negotiated after design and a change order brought forward to the City Commission for approval in September.

Previously approved amendments include the following:

- Amendment No. 1 included additional design services related to increasing the pipe size from a 24-inch to a 30-inch, additional permit support and increased construction support services due to the complexities of the construction sequencing.

The original contract price was awarded at \$1,285,548.00. The amended contract price after Amendment 1 is \$1,403,603.00. This Amendment will amend the contract price to \$1,467,368.00 and is in alignment with the city's Water Infrastructure Finance and Innovation Act (WIFIA) program budget, and adequate funds are available.

**OPTIONS:**

1. Approve Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project.
2. Approve Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project with Amendments.
3. Deny Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project and provide further direction.

**BUDGET IMPACT:**

|                    |            |
|--------------------|------------|
| Amount             | \$63,765   |
| Fiscal Year(s):    | 2025-2026  |
| Funding Source(s): | Water Fund |



**CITY OF OREGON CITY**  
**Amendment No. 2 to Personal Services Agreement**

Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WATER SYSTEM CONSULTING, INC** (hereinafter called "Consultant,") which was previously entered into on **July 5, 2023** ("Contract") for **MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)** and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Services** is hereby amended as follows:  
Addition of Task 12 Beaver Creek Way Water Main Replacement including design and construction services for replacement of an existing 16-inch water main in Beaver Creek Way as described in Exhibit A, attached.
2. The **Term of Agreement** is hereby amended as follows:  
No changes in term of agreement.
3. The **Compensation Provisions** is hereby amended as follows:  
Additional \$63,765, increasing the contract from \$1,403,603 to a not to exceed amount of \$1,467,368.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

**CITY OF OREGON CITY URBAN RENEWAL AGENCY      WATER SYSTEM CONSULTING, INC**

|                                      |                                |
|--------------------------------------|--------------------------------|
| By: _____                            | By: _____                      |
| Name: <u>Anthony J. Konkoll, III</u> | Name: <u>Scott Duren, P.E.</u> |
| Title: <u>City Manager</u>           | Title: <u>Vice President</u>   |
| DATED: _____, 20                     | DATED: _____, 20               |

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

## **Exhibit A – Amendment 2 to Professional Services Agreement**

Contract Statement of Work, Delivery Schedule and Summary of Estimate for Services  
Molalla Avenue Transmission Main – WIFIA 3-1  
City Project #: CI 22-014

### Oregon City

Project Manager: Patty Nelson  
Oregon City Engineering and Operations  
13895 Fir Street  
Oregon City, Oregon 97045  
971-204-4627  
[pnelson@orc-city.org](mailto:pnelson@orc-city.org)

### Water Systems Consulting

Project Manager: Scott Duren  
4640 S Macadam Ave  
Suite 110  
Portland, OR 97239  
(916) 764-7824  
[sduren@wsc-inc.com](mailto:sduren@wsc-inc.com)

## **Project Understanding and Work Scope for Beavercreek Way Water Main Replacement**

### Overview

The purpose of this amendment to the project is to replace approximately 500 linear feet of 16-inch diameter steel water main with new 16-inch diameter ductile iron pipe within Beavercreek Way. During construction activities the existing 16-inch water main was found to be in poor condition and in need of immediate replacement. In discussions with the Molalla Avenue Transmission Main contractor, Emery and Sons, the additional work can be completed within approximately 3 weeks and will be scheduled for completion prior to connecting the full project to the City water system.

### Scope of Work Elements

The additional scope of work for the project will include the following tasks:

- **Task 12 – Beavercreek Way Water Main Replacement.** Includes preparation of design plans and construction management for the replacement of the 16" water main on Beavercreek Way

### Schedule

The anticipated duration of the additional design task is assumed to require twenty (20) working days to prepare a draft design and will commence upon receipt of field measurements as described in Task 12.1. Preparation of detailed design will require ten (10) working days and will commence upon receipt of all comments on the draft design.

### Fee

The attached contract price reflects the level of effort and fee shown on the attached Fee Schedule dated 7/17/2025. Billing and management of budget will be by Task level. No mark-up for direct expenses and 5% maximum markup for subconsultant services. Mileage is not billable within 60 miles of Oregon City.

## Task 12 Beaver Creek Way WM Replacement Design

The design will include draft and final design deliverables provided for City review and comment. The scope of work assumes the water main will be approximately 500 linear feet of 16-inch diameter pipe.

### 12.1 Mapping

A base map will be developed for the project alignment based on a county-provided digital elevation model, aerial photographs, and curb tie offs conducted by City Staff. The project extents will extend from edge of right-of-way to edge-of-right of way starting at intersection of Molalla Avenue and Beaver Creek Way and running southeast along Beaver Creek Way to Beaver Creek Road for approximately 500 feet. The base map development includes the following tasks:

- Field Survey. Horizontal measurements from curb to existing surface features within the survey limits will be conducted by City Staff including, but not limited to, the following:
  - Utilities, including locate markings where available
  - Structures
  - Culverts
  - Trees with diameter at chest height greater than 8-inches
  - Signs
  - Sanitary sewer and storm sewer manhole rims elevation, and depth to invert of all pipes connected to each manhole, including pipe diameter, orientation of connection to manhole (i.e., north, southwest, etc.), and pipe material
  - Storm sewer catch basins, sedimentation manhole, and dry well rim and/or grate elevations, depth to bottom of sump, depth to invert of all pipe connected, including pipe diameter, orientation of connection, and pipe material.
  - Top of valve lid for water main valves
- Create a Digital Terrain Model (DTM). DTM shall depict the actual surface shape in each section. WSC shall gather topographic data for this Project by techniques consistent with preparing a DTM. WSC shall use DEM data at break lines, features, and spot locations to develop the DTM model. WSC shall integrate field tie off measurements provided by the City to establish the location of natural and man-made objects. WSC shall integrate aerial photography to establish the location of roadway boundaries.

#### **Deliverables:**

- (1) None

#### **Assumptions:**

- (1) No permit fees or application will be necessary

- (2) Project extents are from right-of-way to right-of-way
- (3) Right-of-way boundaries will be estimated using City GIS data
- (4) Aerial photographs are not ortho-rectified
- (5) City Staff will provide legible and accurate tie off measurements to develop a basemap for the project area
- (6) The Oregon Coordinate Reference System – Portland Zone using horizontal datum of NAD 83 (2011) Epoch 2010.00 and vertical datum of NAVD 88 (Geoid 12A) Epoch 2010 are assumed.

## 12.2 Beaver Creek Way Draft Design

The draft design is effectively a complete draft of the final design. The goal of the draft design deliverable will be to get feedback on detailed aspects of the work and conformance with City standards and preferences. The following tasks are included:

- Plans. Using the survey base map, the design team will prepare detailed design plan and profile drawings for use in the construction of the pipeline alignment. When completed, plans will show the horizontal alignment and profile of the watermain, existing road surface, and other key features in addition to locations of tees, bends, gate valves, blow-off valves, air release/vacuum valves, meters, hydrants, and other incidental appurtenances. The pipeline plans will indicate the alignment and stationing for the pipeline with profile showing the ground surface elevations only and will include available underground utility information to indicate potential conflicts.
- Details. Standard Details will not be included in this task, but details developed and included in the CI 22-014 conformed drawing set will be referenced in these plan sheets. Two connection details are assumed to be required: one for the tie in on Beaver Creek Road, and one revised connection detail for the Molalla Ave / Beaver Creek Way tie in.
- Technical Specifications. No additional technical specifications for the project will be developed in this task. Specifications developed and included in the CI 22-014 conformed set will be referenced for this work.
- Estimate. An engineer's estimate of probable construction costs will not be included in this task. Estimated costs will be provided by Emery and Sons.
- Design Deliverable. A draft design deliverable will be provided for City review and comment. Plans will be provided in electronic \*.pdf format. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A draft design review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.

### **Deliverables:**

- (1) Electronic draft design plans in \*.pdf
- (2) Electronic response to comments log in Microsoft Excel format

### **Assumptions:**

- (1) Two plan and profile drawings will be prepared using a scale of 1-inch equals 20 feet horizontal and 1-inch equals 5 feet vertical, or roughly 400 linear feet of alignment per 22" x 34" drawing.
- (2) Two connection detail drawings will be prepared using a scale of 1-inch equals 4 feet horizontal per 22" x 34" drawing.
- (3) No additional details (besides the two connection details noted), specifications, or cost estimate will be developed in this task.
- (4) Design review meeting will be held virtually and will be attended at a minimum by City PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 1 hour in duration.
- (5) City will provide a table with all review comments 2 days prior to design review meeting and will address conflicting and duplicate comments prior to sending.

## **12.3 Beaver Creek Way Final Design**

Following completion of the draft design review meeting, preparation of the final amendment documents will commence. A screen check set will be provided for City review to confirm that City design comments have been addressed. Final backcheck comments on the check set will be incorporated into a complete set of signed and sealed plans ready for incorporation into the contract documents. The following tasks are included:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments and to add detailed design elements for pipeline plan and profiles and the full set details for appurtenances that are necessary to demonstrate the operability of the pipelines.
- Technical Specifications. No additional technical specifications for the project will be developed in this task. Specifications developed and included in the CI 22-014 conformed set will be referenced for this work.
- Estimate. An engineer's estimate of probable construction costs will not be included in this task.
- Design Deliverable. A final design deliverable will be provided for City to work with the Contractor to provide costs for this work. Plans will be provided in electronic \*.pdf format. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.

### **Deliverables:**

- (1) Electronic final design plans in \*.pdf

- (2) Electronic response to comments log in Microsoft Excel format

**Assumptions:**

- (1) Two plan and profile drawings will be prepared using a scale of 1-inch equals 20 feet horizontal and 1-inch equals 5 feet vertical, or roughly 400 linear feet of alignment per 22" x 34" drawing.
- (2) Two connection detail drawings will be prepared using a scale of 1-inch equals 4 feet horizontal per 22" x 34" drawing.
- (3) No additional details (besides the two connection details noted), specifications, or cost estimate will be developed in this task.

## **12.4 Construction Management**

The Molalla Ave Transmission Main construction contract will be amended to include the additional Beaver Creek Way water main replacement. DOWL will provide construction management as described in Task 11 to cover the anticipated work. Following tasks are included:

- Construction inspection as described in Task 11
- Engineering support for response to requests for information as described in Task 11
- Inclusion of contractor red lines into record drawings as described in Task 11

**Assumptions:** The anticipated duration of construction for this work will be four weeks.



| Task No. Task Description                         | WSC              |             |              |              |                    |                 |                  |             |                  | DOWL             | ALL FIRMS        |
|---------------------------------------------------|------------------|-------------|--------------|--------------|--------------------|-----------------|------------------|-------------|------------------|------------------|------------------|
|                                                   | QAQC             | PM          | PE           | Drafting     | Drafting Assistant | WSC Labor Hours | WSC Labor Fee    | Expenses    | WSC Fee          | Labor Fee        | Total Fee        |
|                                                   | Jeffery Lawrence | Scott Duren | Patrick Finn | Paul D'Santi | Colby Harrington   |                 |                  |             |                  |                  |                  |
| <i>Billing rates, \$/hr</i>                       | \$365            | \$320       | \$205        | \$180        | \$135              |                 |                  |             |                  |                  |                  |
| <b>12 Beaver Creek Way Water Main Replacement</b> |                  |             |              |              |                    |                 |                  |             |                  |                  |                  |
| 12.1 Mapping                                      |                  | 2           | 8            | 15           | 30                 | 55              | \$ 9,030         | \$ -        | \$ 9,030         |                  | \$ 9,030         |
| 12.2 Beaver Creek Way Draft Design                | 4                | 8           | 18           | 17           | 17                 | 64              | \$ 13,065        | \$ -        | \$ 13,065        |                  | \$ 13,065        |
| 12.3 Beaver Creek Way Final Design                | 2                | 4           | 8            | 8            | 8                  | 30              | \$ 6,170         | \$ -        | \$ 6,170         |                  | \$ 6,170         |
| 12.4 Construction Management                      |                  | 4           | 8            |              | 8                  | 20              | \$ 4,000         | \$ -        | \$ 4,000         | \$ 31,500        | \$ 35,500        |
| <b>SUBTOTAL</b>                                   | <b>6</b>         | <b>18</b>   | <b>42</b>    | <b>40</b>    | <b>63</b>          | <b>169</b>      | <b>\$ 32,265</b> | <b>\$ -</b> | <b>\$ 32,265</b> | <b>\$ 31,500</b> | <b>\$ 63,765</b> |
| <b>COLUMN TOTALS</b>                              | <b>6</b>         | <b>18</b>   | <b>42</b>    | <b>40</b>    | <b>63</b>          | <b>169</b>      | <b>\$ 32,265</b> | <b>\$ -</b> | <b>\$ 32,265</b> | <b>\$ 31,500</b> | <b>\$ 63,765</b> |

5% mark-up on direct expenses; 5% mark-up for sub-contracted services  
Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)  
Rates are subject to revision as of January 1 each year.

**CITY OF OREGON CITY**  
**Amendment No. 1 to Personal Services Agreement**

**MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)**

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WATER SYSTEM CONSULTING, INC.** hereinafter called "PS Consultant," which was previously entered into on **July 5, 2023** ("Contract") for **MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)** and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Project Name** is hereby amended to delete reference to "24-inch" and replace with "Avenue". The amended project name is **Molalla Avenue Transmmission Main WIFIA 3-1 (CI 22-014)**.
2. The **Scope of Services** is hereby amended as follows:
  - **Task 1.5 Public Involvement During Construction:** Delete. Services are not needed during construction.
  - **Task 7 Permitting:** Add - Development and completion of Contaminated Media Management Plan as part of 1200C permit.
  - **Task 8 Design:** Delete City providing compiled comments into Table for each design deliverable.
  - **Task 11 Construction:** Change duration of construction monitoring from 26 weeks to 40 weeks.
  - **Optional Task 01.2 Easements:** Delete – no easements were necessary. Budgeted amount applied to Design phase over-run.
  - **Fee Estimate:** Amended task budgets with amended scope as follows:

| Task No. | Task Description                    | Original Budget | Budget Amendment 1 | Revised Budget Amendment 1 |
|----------|-------------------------------------|-----------------|--------------------|----------------------------|
| 0        | Project Management                  | \$ 81,330       | \$ -               | \$ 81,330                  |
| 1        | Public Outreach                     | \$ 48,090       | \$ (1,502)         | \$ 46,588                  |
| 2        | Survey & Mapping                    | \$ 84,931       | \$ (1,126)         | \$ 83,805                  |
| 3        | Archeological/Historical Review     | \$ 26,091       | \$ (3,558)         | \$ 22,533                  |
| 4        | Geotechnical & Field Investigations | \$ 55,720       | \$ (9,053)         | \$ 46,667                  |
| 5        | Environmental Review                | \$ 12,830       | \$ (77)            | \$ 12,753                  |
| 6        | Utility Coordination                | \$ 68,480       | \$ (22)            | \$ 68,458                  |
| 7        | Permitting & Property Acquisition   | \$ 5,920        | \$ 2,565           | \$ 8,485                   |
| 8        | Design                              | \$ 396,418      | \$ 29,902          | \$ 426,320                 |
| 9        | Bid Documents                       | \$ 29,960       | \$ 46,705          | \$ 76,665                  |
| 10       | Bid Phase Services                  | \$ 16,054       | \$ -               | \$ 16,054                  |
| 11       | Construction Phase Services         | \$ 301,419      | \$ 110,875         | \$ 412,294                 |
| OT 1.1   | On-Site Archeological Monitoring    | \$ 78,850       | \$ (9,322)         | \$ 69,528                  |
| OT 1.2   | Phase II ESA                        | \$ 32,750       | \$ (628)           | \$ 32,122                  |
| OT 1.3   | Easement Acquisition                | \$ 46,705       | \$ (46,705)        | \$ -                       |
| TOTAL    |                                     | \$ 1,285,548    | \$ 118,055         | \$ 1,403,603               |

3. The **Term** is hereby amended as follows:

The Term of the Contract is being extended from December 1, 2025 to June 30, 2026.

4. The **Compensation** is hereby amended as follows:

The contract price shall be increased by **one hundred eighteen thousand, fifty-five dollars (\$118,055.00)**, increasing the contract total compensation not to exceed amount to **one-million four hundred-three thousand, six hundred -three dollars (\$1,403,603.00)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

**CITY OF OREGON CITY**

By: Dayna Webb  
Dayna Webb (Dec 5, 2024 16:56 PST)

Name: Dayna Webb, P.E.

Title: Public Works Director

DATED: Dec 05, 2024

**WATER SYSTEM CONSULTING, INC.**

By: Scott Duren  
Scott Duren (Dec 7, 2024 10:40 PST)

Name: Scott Duren, P.E.

Title: Vice President

DATED: Dec 07, 2024

By: Anthony J. Konkol III  
Anthony J. Konkol III (Dec 7, 2024 16:11 PST)

Name: Anthony J. Konkol III

Title: City Manager

DATED: Dec 07, 2024

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: July 5, 2023

APPROVED AS TO LEGAL SUFFICIENCY:

By: Bill Kabeiseman  
Bill Kabeiseman (Dec 5, 2024 14:58 PST)

City Attorney

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WATER SYSTEMS CONSULTING, 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 **December 1, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one million two hundred eighty-five thousand, five hundred forty-eight dollars and no cents (\$1,285,548.00)**.

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: John M. Lewis

To Consultant:

**WATER SYSTEMS CONSULTING, INC.**  
**4640 S. Macadam, Suite 110**  
**Portland, OR 97239**  
**Attention: Scott Duran**

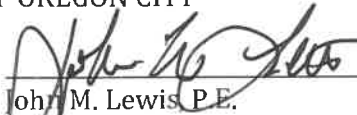
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

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 7 day of July, 2023.

CITY OF OREGON CITY

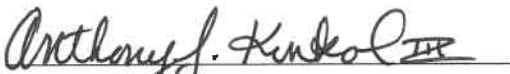
By:

  
John M. Lewis, P.E.  
Title: Public Works Director

Title:

DATED: 7-5-, 2023.

By:

  
Anthony J. Konkol III  
Title: City Manager

Title:

DATED: July 5, 2023

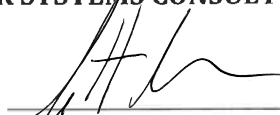
APPROVED AS TO LEGAL SUFFICIENCY:

By:

  
City Attorney

**WATER SYSTEMS CONSULTING, INC.**

By:

  
Name: Scott Duren

Name:

Title: Vice President

DATED: July 7th, 2023.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: JUL 05 2023

P:\PublicWorks\CIP\_PS\_RFQ\_RFP\CIP\_Open\CI 22-014 Molalla 24 inch Transmission Main WIFA 3-1\COMMISSION REPORTS\Consultant\CI 22-014 PSA Contract WSC.docx





## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.f. - Personal Services Agreement with Century West Engineering for the Clairmont Area Sanitary Rehabilitation Project (CI 25-004)

#### **STAFF RECOMMENDATION:**

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Century West Engineering in the amount of \$225,290 for design services, preparation of bid documents, and construction services for the Clairmont Area Sanitary Rehab Project (CI 25-004).

#### **EXECUTIVE SUMMARY:**

During heavy rainfall events, the Settlers Point Sanitary Pump Station experiences near overflow conditions due to Inflow and Infiltration (I&I) in the existing sanitary sewer. The Clairmont Area Sanitary Rehab Project will address this situation by lining the existing sanitary piping and laterals, from Hillendale Park to Meyers Road, to prevent the I&I.

#### **BACKGROUND:**

The existing sanitary sewer piping was installed next to the existing storm piping in a historic drainage way. During heavy rainfall events, the Public Works Sanitary Operations crew have to attend to alarms from the Settlers Point Sanitary Sewer Pump Station due to excessive flow into the pump station. This project will address this by lining pipes with Cured In Place Pipe (CIPP) to eliminate excessive Inflow & Infiltration (I&I).

The attached scope of work (Exhibit A) outlines the details by which the project will move forward through the design process, solicitation of bids, and construction phase.

The project will be designed in the fall/winter of 2025/26, go out for bid in the winter of 2026 and constructed in the spring/summer of 2026.

On June 3, 2025, a request for proposals for professional engineering services and construction management services for the Clairmont Area Sanitary Rehab Project was sent to three (3) consultants, in accordance with City and State contracting procedures for Informal Selection procedures. Proposals were due June 25, 2025, and three (3) proposals were received. A selection committee reviewed the proposals and determined that Century West Engineering was the most qualified proposer.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the

Attorney General Model Rules for Engineering and Architectural Services. Oregon Administration Rules (OAR) 137-048-0210 require the use of an Informal Solicitation for projects where the anticipated consultant fee is greater than \$100,000 but is not expected to exceed 250,000.

The total budget for the Clairmont Area Sanitary Rehab Project (CI 25-004) is \$225,290. This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

**OPTIONS:**

1. Approve Personal Services Agreement with Century West Engineering for the Clairmont Area Sanitary Rehabilitation Project (CI 25-004).
2. Approve Personal Services Agreement with Century West Engineering for the Clairmont Area Sanitary Rehabilitation Project (CI 25-004) with Amendments.
3. Deny Personal Services Agreement with Century West Engineering for the Clairmont Area Sanitary Rehabilitation Project (CI 25-004) and provide further direction.

**BUDGET IMPACT:**

|                    |            |
|--------------------|------------|
| Amount             | \$225,290  |
| Fiscal Year(s):    | 2025-2026  |
| Funding Source(s): | Sewer Fund |

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**CLAIRMONT AREA SANITARY SEWER REHAB PROJECT (CI 25-004)**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **CENTURY WEST ENGINEERING** ("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 **December 31, 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 **two hundred twenty-five thousand, two hundred-ninety thousand dollars (\$225,290)**.

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:

**CENTURY WEST ENGINEERING**  
**5500 Meadows Road, Ste. 250**  
**Lake Oswego, OR 97035**  
**ATTENTION: Rawley Voorhies, P.E.**

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 6<sup>th</sup> day of August, 2025.

**CITY OF OREGON CITY**

**CENTURY WEST ENGINEERING**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dayna Webb, P.E.

Name: \_\_\_\_\_

Title: Public Works Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anthony J. Konkol, III

Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL  
DATE (IF APPLICABLE)

Dated: \_\_\_\_\_

Date: August 6, 2025

**APPROVED AS TO LEGAL SUFFICIENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Attorney

## SCOPE OF WORK

This document summarizes the project scope of work, background and assumptions required to provide engineering services to support the rehabilitation of multiple segments of existing sanitary sewer mainlines and laterals within the City of Oregon City. The City of Oregon City (Agency) has overall project management responsibility for this project with Century West Engineering (CWE) assisting with project management, design and engineering services, construction administration, inspection, and post-construction services.

### **Background Information**

Personnel from the City of Oregon City Engineering and Public Works Departments have identified four different sewer segments in the Clairmont neighborhood that need rehabilitation of the existing sanitary sewer mains and associated sewer laterals. The City requires that the rehabilitation occur using cured-in-place pipe (CIPP), a trenchless rehabilitation method, to avoid impacting the recent paving completed on the surrounding streets as part of the Pavement Maintenance Utility Fee (PMUF) program in 2024.

The proposed project scope of work is to include the following:

- Video inspection and assessment of approximately 2,800 linear feet of existing sanitary sewer mainline, ranging in size from 6" to 10" diameter, and 44 sanitary sewer laterals.
- Design for CIPP rehabilitation of the sanitary sewer mainline and laterals noted above.
- Installation of 2-way cleanouts behind the curb on the 44 sewer laterals.
- Design for separation of a party sewer to provide individual sewer lateral connections to 13164 and 13180 Clairmont Way.
- Assessment of 18 sanitary sewer manholes and rehabilitation recommendations where necessary. Any rehabilitation will be designed, bid and constructed under a different contract.

CWE staff and sub-consultants will provide the following services for the design, bidding and construction phases of the project. The deliverables and assumptions are listed for each task. All work performed under this scope of work will be done in accordance with City of Oregon City design standards and supplemented with local, state, and federal standards when applicable.

Task 1 – Project Management

Task 2 – Video Inspection

Task 3 – Surveying

Task 4 – Design Services

Task 5 – Utility Coordination

Task 6 – Bidding Services

Task 7 – Construction Management Services

CWE will complete the above tasks over the approximate thirteen-month project timeframe that is anticipated to extend from August 2025 through September 2026. Construction is anticipated to occur in Summer of 2026.

### **Task 1 - Project Management**

The consultant shall provide management, coordination, and direction to the project team throughout the project to meet budget, schedule and project objectives.

#### **1.1 Administration**

- 1) Maintain project records, budgets, schedule and communications for the duration of the project.

- 2) Process and submit monthly billing with a summary of project status by task and subtask. Include supplemental project status report that identifies percent complete vs percent spent, major ongoing tasks, anticipated upcoming work items and potential project issues/concerns.
- 3) Biweekly recurring phone call with the City to review status of tasks, schedule, and budget.
- 4) Direct and coordinate the work of all subconsultants.
- 5) Develop and administer QA/QC protocols.

## **1.2 Meetings**

- 1) Organize and attend the kickoff meeting with City staff. This meeting, which will include the City Project Manager (PM), CWE PM and CWE Engineer, will introduce the subject pipe segments, planned project tasks, and schedule. This meeting is assumed to be in-person and includes travel time.
- 2) Organize and attend up to two (2) meetings with City staff. Meetings assumed to include redline review discussion following milestone submittals (50%/90%) or can be used for technical team meetings unrelated to redline review meetings, as needed.

### **Task 1 Assumptions**

- 1) Meetings are assumed to be up to one hour plus travel time.
- 2) CWE to provide agenda and meeting minutes for meetings.

### **Task 1 Deliverables**

- 1) Monthly invoices, including invoice summary spreadsheet in PDF format
- 2) Minutes for meetings with City staff
- 3) Project schedule

## **Task 2 – Video Inspection**

Perform cctv for 2,800 lf of sanitary sewer mainline and sewer lateral launch video for 44 sewer laterals to verify condition, size, location and depth.

The inspection will meet the NASSCO standards and will be compatible with Oregon City's PACP compliant software. Reports will be provided documenting the size, material and condition of the pipes. The station and/or distance from the upstream manhole will be documented along with noting any identification of the type of sewer lateral connection (position, tee, wye, etc.) to the sewer mainline. All identifiable defects will be documented, rated and a location for each will be included in the report. Sonde locating will be used to verify location and depth of the sewer lateral at the right of way and/or limits of sewer easements.

### **Task 2 Assumptions**

- 1) Sewer lateral launch cannot occur out of 6-inch diameter sewer mainlines. Push camera via private cleanouts can be utilized in these situations.
- 2) City will obtain all rights of entry.
- 3) Pacific Intertek will provide sewer mainline cleaning prior to cctv.
- 4) No sewer bypass will be provided during cctv operations.
- 5) CWE representative will be onsite during lateral launch efforts to photo document location/depth of lateral at right of way.

### **Task 2 Deliverables**

- 1) CCTV video files, databases, and reports
- 2) PACP ratings for every pipe segment surveyed

### **Task 3 – Surveying**

The consultant has completed topographic survey and Record of Survey for Autumn Lane and Whitney Lane from a previous City waterline project. The subtasks below shall be provided to support the additional survey necessary to support the design efforts for this project.

#### **3.1 Topographic Survey**

Perform topographic surveying for the applicable portions of Clairmont Way, Wassail Lane, Meyers Road, Hillendale Park and the property identified as 19460 Meyers Road.

Topographic survey mapping will include the following elements:

- 1) Establish a horizontal and vertical survey control network. Correlate to previous survey efforts by consultant.
- 2) Reference the network and all mapping to City of Oregon City approved vertical datum, NAVD 88.
- 3) Include top of curb/edge of pavement and features outside of roadway and within right of way (walls, signs, above ground utility structures, trees 6" DBH and greater, etc.).
- 4) Sanitary manholes upstream and downstream of site with invert elevations. 6 sewer manholes have been collected by previous surveys, 12 sewer manholes will be collected as part of this survey.
- 5) Underground utilities per public utility locate request
- 6) Engineer site visit to field check the topographic survey

#### **3.2 Pre-Construction Record of Survey**

- 1) Determine road Rights-of-Way and/or property line locations adjacent to subject pipe segments.
- 2) Locate monuments that could potentially be disturbed by sewer rehabilitation.
- 3) Prepare pre-construction Record of Survey to Clackamas County Survey Standards.

#### **3.3 Sewer Easement Documentation**

Review, validate and include in project base mapping any existing sanitary sewer easements within the project limits.

#### **3.4 Post-Construction Record of Survey**

- 1) Prepare post-construction Record of Survey to Clackamas County Survey Standards.
- 2) Replace any potentially disturbed monuments.

### **Task 3 Assumptions**

- 1) Sewer laterals will be collected based on one-call locates. Engineer will adjust sewer lateral locations in base mapping based on sewer mainline cctv and lateral sonde efforts.
- 2) No topographic survey will be completed within limits of previous project survey, including Autumn Lane and Whitney Lane.
- 3) City aerial mapping will be used to depict private property improvements and supplement topographic survey base mapping.
- 4) City will provide any sewer easement documentation within project limits.
- 5) Consultant to pay survey filing fees.

### **Task 3 Deliverables**

- 1) PDF and CAD base mapping
- 2) Final recorded surveys (Pre-Construction and Post-Construction)

### **Task 4 –Design Services**

The subtasks below shall be provided to support the delivery of the Preliminary and Final Design construction contract documents.



**4.1 50% Report, Plans, Specifications and Estimate**

Prepare construction plans, profiles, specifications, cost estimate and details to clearly describe the sewer rehab work to be performed. Design efforts are anticipated to include the following:

- 1) Perform basic visual manhole condition assessments (Level 1) during site visits and prepare manhole assessment report, documenting condition of frame/grate, risers, steps, channel, pipe connections, and identifying cracks, voids and other sources of potential infiltration and inflow. The report will provide rehabilitation recommendations to be used for future rehab efforts, not to be included in these plans and/or completed with the construction of this project.
- 2) Review cctv inspection videos and reports to assess condition and feasibility of sewer mainline and lateral rehabilitation. Determine and identify liner thickness, lateral rehab connection type, lateral rehab extents.
- 3) Provide lateral inventory spreadsheet, listing station, size, material, connection type (wye/tee), length, and other pertinent information.
- 4) Perform site visit to identify constraints for installation of public sewer 2-way cleanouts.
- 5) Combine project base map from previous project segments with new survey base mapping. Update base mapping per utility one-call locates, sewer lateral sonde locating, etc.
- 6) Identify sanitary sewer main and sewer laterals on plans, including pipe size, location, depth, and other applicable construction information for sewer rehab construction activities.
- 7) Depict necessary erosion control BMP's in accordance with 1200-C permitting requirements.
- 8) Traffic detours during construction shall be described in Special Provisions of the Contract Documents with specific requirements based upon City needs and MUTCD Standards. Plan sheets are not included.
- 9) Include City and ODOT standard drawings applicable to design.
- 10) Prepare the technical specifications Special Provisions following the 2024 ODOT/APWA (American Public Works Association) format. Update City-provided front end contract documents (General Conditions and Section 00100 special provisions) as applicable. Update City-provided sewer program special provisions as applicable. The special provisions shall be submitted as a formatted, compiled word document for the 50% submittal.
- 11) Prepare quantity take-offs and detailed construction cost estimate using published unit bid history prices from the City and nearby relevant projects. Cost estimate pay items to coincide with applicable pay items from the technical specifications and any applicable special provisions. Assumptions used to develop cost estimate and any applicable contingency will be identified.

**4.2 90%, Final Plans, Specifications and Estimate**

The Final Design will include updates to the plan sheets indicated above based on City and applicable agency comments. Consultant shall include redline response memo addressing 50% comments.

Consultant shall update the special provisions and contract documents based on the 50% comments. At the 90% submittal, the special provisions and contract documents shall be submitted as a formatted, compiled word document. The word document will be sent as both tracked changes from the 50% submittal, and a clean word document. At the bid-ready submittal, the special provisions will be delivered in Word and PDF, with applicable signature sheets. Word and PDF of the bid-ready front end contract documents will also be provided.

Update quantity take-offs and refine detailed construction cost estimates at each milestone submittal.

**Task 4 Deliverables**

- 1) Manhole Assessment Report, including photo documentation, findings and rehab recommendations for all sanitary sewer manholes within project limits.
- 2) Sewer lateral inventory spreadsheet

- 3) 50% Preliminary Design Plans (22"x34") plans for review in PDF format. Plan sheets are anticipated to be completed at a scale of 1"=20'. Plan sheets anticipated:
  - a. Cover Sheet, Survey Control, Index, General Notes, Legend, Abbreviations, Key Map (3 sheets)
  - b. Sewer Main Plan/Profile Sheets (8 sheets)
  - c. Sewer Lateral Connection Detail Sheets (4 sheets at 12 laterals/sheet)
  - d. Sewer Lateral plan/profile sheet (for party line sewers on Clairmont Way), 1 sheet
  - e. Standard Details (1-2 sheets)
- 4) 50% Preliminary Construction Cost Estimate in excel and PDF format
- 5) One Word document and PDF version of the 50% Special Provisions.
- 6) Word documents(s) and PDF of the contract front-end documents.
- 7) 90% Design Milestone:
  - a. Response memo to 50% redline review comments.
  - b. 90% Design Plans (22"x34") plans for review in PDF format.
  - c. 90% Special Provisions and front-end contract documents in Word and PDF format. Track changes versions to be provided.
  - d. 90% Construction Cost Estimate in excel and PDF format.
- 2) Final bid/construction-ready plans, specifications, erosion control plan and cost estimate:
  - a. Final Design Plans (22"x34") plans in PDF format, digitally signed by the Engineer of Record registered in the state of Oregon.
  - b. Final Special Provisions and front-end contract documents in Word and PDF format. Track changes Word version can be provided as necessary.
  - c. Final Construction Cost Estimate in excel and PDF format.

#### **Task 4 Assumptions**

- 1) It is assumed that City review of the milestone submittals will last up to 2 weeks.
- 2) CWE to prepare bid documents and special provisions to 2024 ODOT/APWA Specifications using City-supplied bid documentation template and sewer program boilerplate special provisions.
- 3) Traffic Control standard drawings can be included in the bid document appendices as a guide for Contractor to prepare their own site-specific traffic control plans.

#### **Task 5 – Utility Coordination**

The sewer mainline and lateral rehabilitation is anticipated to be trenchless and not impact surrounding infrastructure, however, consultant is aware from previous project efforts that franchise utilities exist outside edge of pavement/back of curb and that conflicts with the proposed two-way cleanouts should be anticipated.

- 1) CWE PM and CWE PE will participate in one (1) utility coordination meeting at the project site to review one-call locates, verify survey mapping and inform utilities of project.
- 2) Provide Utility Conflict Letters describing the project limits, potential conflicts, potholing and/or relocation requirements and required timelines.
- 3) Provide design plans at project design submittal milestones.

#### **Task 5 Assumptions**

- 1) CWE will initiate one-call locates and modify existing base mapping to depict utilities beyond edge of pavement/back of curb within previously surveyed areas, including Autum Lane and Whitney Lane.
- 2) It is assumed that all potholing will be provided by the respective utilities (i.e. gas, power, telecom, etc.) and utility potholing services are not included in this scope of work.
- 3) No survey staking is included for utility relocation efforts.

### **Task 5 Deliverables**

- 1) Utility coordination log
- 2) Utility Conflict Letters

### **Task 6 – Bidding Services**

- 1) Prepare bid documentation including bid schedule and technical specifications.
- 2) Provide meeting agenda and conduct pre-bid meeting, as requested.
- 3) Respond to bidder inquiries.
- 4) Prepare addenda during the bidding process as necessary.
- 5) Compile bid tabulation spreadsheet.
- 6) Review bid pricing with City project manager during the protest period.
- 7) Assist City in bid award recommendation.

The Consultant will update the contract documents to include addenda items issued during the bidding process. Consultant will provide an electronic PDF version of “As-Bid” documents to the City.

### **Task 7 – Construction Management Services**

Century West Engineering shall provide construction administration, inspection, and post-construction services for the Clairmont Area Sanitary Rehab project, CI 25-004). A Construction Manager (CM) and Resident Engineer (RE) will be provided for the duration of the project. It is assumed that the project construction period will be 12 weeks, including 8 weeks of active construction, 2 weeks of advance submittal review and 2 weeks for punchlist.

## **6.1 CONSTRUCTION ENGINEERING**

### **General Administration of Construction Contract**

Provide for and perform project administration and management activities. These activities will include the following:

- 1) Managing the project scope, schedule, and budget.
- 2) Coordinating during the project with City staff.
- 3) Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, will be submitted to the City on a monthly basis.

### **Pre-construction Conference**

- 1) Arrange, organize, prepare for, and conduct one (1) preconstruction conference. Attendees shall include the CM, RE, City staff, the Contractor, affected utility staff, and other parties with interest in the project construction. Meeting minutes will be prepared and distributed.
- 2) Obtain and review the project construction schedule from the Contractor prior to the pre-construction conference.
- 3) Provide the Contractor with five (5) sets of half size “Bid Set” documents.

### **Construction Progress Meetings**

Construction progress meetings with Contractor, CM, RE, and City staff will be important to facilitate communication during the project. The CM will attend and facilitate weekly meetings over the anticipated 8-weeks of active construction. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents.

### **Respond to RFIs**

CM or RE to provide responses in a timely manner to Requests for Information (RFIs). It is assumed that up to three (3) RFIs will be issued for the project.

### **Change Orders Requests**

Manage and provide responses in a timely manner and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that a total of up to one (1) change order will be processed during the project.

### **Submittal Review**

CM to provide submittal responses in a timely manner. A tracking spreadsheet of all required submittals shall be prepared and provide to the Contractor at the pre-construction meeting. It is anticipated that approximately twelve (12) submittals will be reviewed, which will include material/product submittals and Traffic Control Plans (TCP).

### **Clarifications and Interpretations**

CM to provide clarification and interpretation of the contract documents to the RE, Contractor, and City staff.

### **Pay Request Review**

CM and RE shall review the Contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to three (3) pay requests, including the final payment requests, will be received, and reviewed. Pay requests shall be prepared on City's standard forms.

## **6.2 CONSTRUCTION INSPECTION**

The RE will provide on-site construction inspection through the construction period when active work is in progress. The RE will perform the following:

- 1) Prepare daily construction inspection reports and submit to the City on a weekly basis. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- 2) Observe quality control activities.
- 3) Assist with quantity verification.
- 4) Review daily acceptance testing (all testing to be provided by the Contractor).
- 5) Report non-compliance issues to the CM.
- 6) Monitor Contractor's compliance with the TCP and the Erosion and Sediment Control Plan (ESCP).

For budgeting purposes, up to 360 hours of construction inspection by the RE will be provided. This assumes full day visits for 8 weeks.

## **6.3 PROJECT CLOSEOUT**

### **Final Review and Inspection**

Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CM, and the RE will conduct two (2) punchlist inspection walk-throughs (initial and final) to confirm all items have been

completed. Advise the City and the Contractor of the dates for any warranty periods as established in the contract documents.

**CCTV Video Review**

Review all post-construction cctv for the sewer mainlines and laterals to verify quality of work and compliance with City cctv standards. Notify the City and contractor of any discrepancies via punchlist.

**Record Drawings**

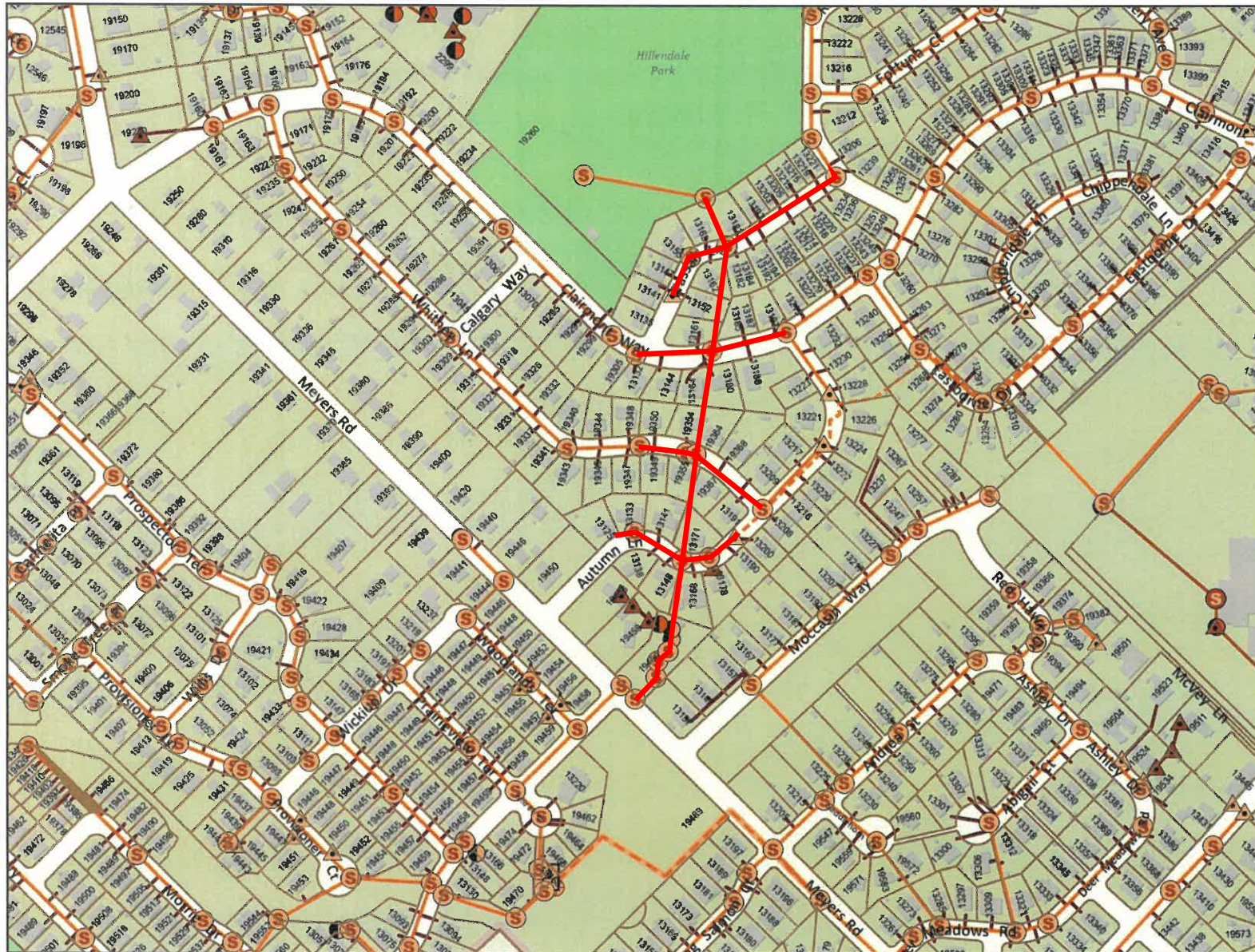
Upon completion of construction, prepare and submit to the City redlined record drawings, based upon the construction records of the Contractor and RE.

**City of Oregon City  
Clairmont Area Sanitary Rehab Project, CI 25-004**

| Century West Engineering<br>CWE Contract No. 41399.018.01<br>July 25, 2025                                                                                                        | Sr. PM/<br>Const. Manager | Project<br>Engineer | EIT 2 /<br>Resident Eng. | Project<br>Coord. 2 | Subconsultant<br>Fees                     | Total<br>Hours    | Total<br>Fees                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------|--------------------------|---------------------|-------------------------------------------|-------------------|--------------------------------------------|
|                                                                                                                                                                                   | \$288                     | \$160               | \$125                    | \$120               |                                           |                   |                                            |
| <b>Task 1: Project Management</b><br>1.1 - Administration<br>1.2 - Meetings                                                                                                       | 40<br>9                   | 9                   |                          | 12                  |                                           | 52<br>18          | \$12,960<br>\$4,032                        |
| <b>Subtotal Task 1:</b>                                                                                                                                                           | 49                        | 9                   | 0                        | 12                  |                                           | 70                | \$16,992                                   |
| <b>Task 2: Video Inspection</b>                                                                                                                                                   | 2                         | 4                   | 24                       |                     | \$19,500                                  | 30                | \$23,716                                   |
| <b>Subtotal Task 2:</b>                                                                                                                                                           | 2                         | 4                   | 24                       | 0                   | \$19,500                                  | 30                | \$23,716                                   |
| <b>Task 3: Surveying</b><br>3.1 - Topographic Survey<br>3.2 - Pre-Construction Record of Survey<br>3.3 - Sewer Easement Documentation<br>3.4 - Post-Construction Record of Survey | 2                         | 8                   |                          |                     | \$9,860<br>\$11,468<br>\$2,035<br>\$6,007 | 10<br>0<br>0<br>0 | \$11,716<br>\$11,468<br>\$2,035<br>\$6,007 |
| <b>Subtotal Task 3:</b>                                                                                                                                                           | 2                         | 8                   | 0                        | 0                   | \$29,370                                  | 10                | \$31,226                                   |
| <b>Task 4: Design Services</b><br>4.1 - 50% Design<br>4.2 - 90%, Final Design                                                                                                     | 20<br>16                  | 20<br>16            | 72<br>32                 | 2<br>2              | \$18,560<br>\$11,520                      | 114<br>66         | \$36,760<br>\$22,928                       |
| <b>Subtotal Task 4:</b>                                                                                                                                                           | 36                        | 36                  | 104                      | 4                   | \$30,080                                  | 180               | \$59,688                                   |
| <b>Task 5: Utility Coordination</b>                                                                                                                                               | 8                         | 20                  | 12                       |                     |                                           | 40                | \$7,004                                    |
| <b>Subtotal Task 5:</b>                                                                                                                                                           | 8                         | 20                  | 12                       | 0                   | \$0                                       | 40                | \$7,004                                    |
| <b>Task 6: Bidding Services</b>                                                                                                                                                   | 6                         | 8                   | 12                       |                     |                                           | 26                | \$4,508                                    |
| <b>Subtotal Task 6:</b>                                                                                                                                                           | 6                         | 8                   | 12                       | 0                   | \$0                                       | 26                | \$4,508                                    |
| <b>Task 7: Construction Management Services</b><br>6.1 - Construction Engineering<br>6.2 - Construction Inspection<br>6.3 - Project Closeout                                      | 40<br>12                  | 24<br>8             | 16<br>360<br>36          |                     | \$3,840<br>\$3,520                        | 80<br>360<br>56   | \$21,200<br>\$45,000<br>\$12,756           |
| <b>Subtotal Task 7:</b>                                                                                                                                                           | 52                        | 32                  | 412                      | 0                   | \$7,360                                   | 496               | \$78,956                                   |
| <b>Expenses - Mileage, Record of Survey Filing Fees</b>                                                                                                                           |                           |                     |                          |                     |                                           |                   | \$3,200                                    |
| <b>Subtotal Expenses</b>                                                                                                                                                          |                           |                     |                          |                     |                                           |                   | \$3,200                                    |
| <b>Subtotal Design (Tasks 1 - 6)</b>                                                                                                                                              |                           |                     |                          |                     |                                           |                   | \$143,134.10                               |
| <b>Subtotal Construction Period Services (Task 7)</b>                                                                                                                             |                           |                     |                          |                     |                                           |                   | \$78,956.00                                |
| <b>Total Hours</b>                                                                                                                                                                | 155                       | 117                 | 564                      | 16                  |                                           | 852               | -                                          |
| <b>Total Fees</b>                                                                                                                                                                 | \$44,640                  | \$18,720            | \$70,500                 | \$1,920             | \$86,310                                  | -                 | \$225,290                                  |



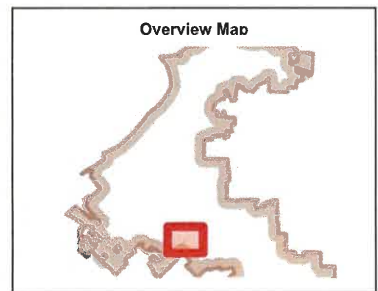
# Oregon City GIS Map



### Legend

- Street Names
- Taxlots
- Unimproved ROW
- Sewer - Omni Markers
- Sewer Manholes
  - OC
  - Private
  - Tri-City
  - CCSD #1
  - West Linn
  - (Other owner)
- Sewer Clean Outs
  - OC
  - Private
  - Tri-City
  - CCSD #1
  - West Linn
  - (Other owner)
- Sewer Pump Stations

### Notes



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

Map created 4/23/2025



0 400 800 Feet

1 : 4,800

City of Oregon City  
 PO Box 3040  
 625 Center St  
 Oregon City  
 OR 97045  
 (503) 657-0891  
[www.orcity.org](http://www.orcity.org)





## 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. 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. 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.

### 10. Compliance With Applicable Law.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in 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 attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

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

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

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and 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 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 Consultants and agents.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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. Arbitration.

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

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

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

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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



## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Dayna Webb, Public Works Director

---

#### **SUBJECT:**

Item 7.g. - Deed of Dedication for the Washington Street Improvements Project (CI 25-005) - Stimson Property (1795 Washington Street)

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission accept the attached Deed of Dedication for the Stimson Property, also known as Tax Map 2-2E-29 Lot #01402, and authorize the City Manager and City Recorder to execute.

#### **EXECUTIVE SUMMARY:**

The Urban Renewal Agency of Oregon City has directed staff to prepare the property referred to as the "Stimson Property" for sale and development. The Urban Renewal Agency entered into a contract with Centerline Concepts Land Surveying, Inc. to provide needed services. One of these services was to provide a right-of-way dedication exhibit with legal description. This accepts the dedication of a portion of the Stimson Property to the City for use in the Washington Street Improvements project.

#### **BACKGROUND:**

The City has been awarded federal funding to construct improvements on Washington Street, including curbs and sidewalks. The Washington Street Improvement project needs right-of-way from the Stimson Property to be able to construct the proposed improvements.

Separate from the City project, the Urban Renewal Agency approved a contract with Centerline Concepts Land Surveying, Inc. on October 8, 2024 to provide services to prepare the Stimson property for sale and development, which includes this dedication of right of way. The surveyor has prepared the right-of-way Deed of Dedication document, and the land is now ready to be dedicated to the City of Oregon City for use as right-of-way. The property rights acquired from the Stimson property as shown in Exhibits A & B include 12,755 square feet of right of way dedication.

The Urban Renewal Commission authorized the Executive Director to sign the Deed of Dedication on behalf of the Urban Renewal Agency of Oregon City at their meeting on July 2, 2025.

The City accepting and recording this Deed of Dedication is the final step of dedicating the right of way from the Stimson property to the City.



**OPTIONS:**

1. Approve Deed of Dedication for the Washington Street Improvements Project (CI 25-005) - Stimson Property (1795 Washington Street).
2. Approve Deed of Dedication for the Washington Street Improvements Project (CI 25-005) - Stimson Property (1795 Washington Street) with Amendments.
3. Deny Deed of Dedication for the Washington Street Improvements Project (CI 25-005) - Stimson Property (1795 Washington Street) and provide further direction.

**BUDGET IMPACT:**

|                    |     |
|--------------------|-----|
| Amount             | \$0 |
| Fiscal Year(s):    | NA  |
| Funding Source(s): | NA  |

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder  
P.O. Box 3040  
Oregon City, Oregon 97045-0304

**File No.:** CI 25-005

**Tax Map & Lot:** 2-2E-29-01402

**Streets:** Washington Street

**GRANTOR:** Urban Renewal Agency of Oregon City

## DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT Urban Renewal Agency of Oregon City, hereinafter called "**Grantor**", does hereby grant unto the City of Oregon City, hereinafter called the "**City**", its successors in interest and assigns, all the following real property in the County of Clackamas, State of Oregon, to be used and held by the City for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

See attached **Exhibit A** Legal Description and;  
attached **Exhibit B** Drawing for Legal Description

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is for other value given, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances (no exceptions), and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 29 day of July, 2025. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**GRANTOR:** Urban Renewal Agency of Oregon City  
As shown on Page 1 (name of organization or individual property owner(s))

Anthony J. Konkol, III  
Signature No. 1

Anthony J. Konkol, III, Executive Director  
Signer's printed name Title (if applicable)

STATE OF OREGON )  
County of Clackamas )

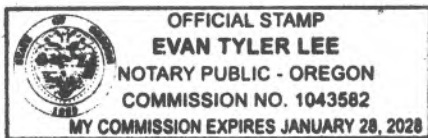
This record was acknowledged before me on (month & day) July 29<sup>th</sup>, 2025

by Anthony J. Konkol, III, as Executive Director  
Signer's printed name Title (write "N/A" if not applicable)

of Urban Renewal Agency of Oregon City  
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public  
My commission expires: 01/28/28

Accepted on behalf of the City of Oregon City on the condition that the deed of dedication conveyed is free and clear from taxes, liens and encumbrances.

By: Anthony J. Konkol, III, Oregon City City Manager

Attest: JAKOB WILEY, Oregon City City Recorder



**CENTERLINE CONCEPTS**  
LAND SURVEYING, INC.

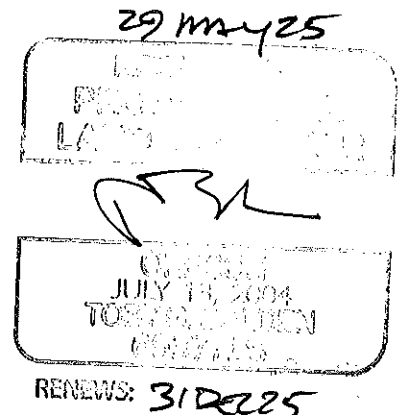
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045  
P. 503-650-0188 F. 503-650-0189

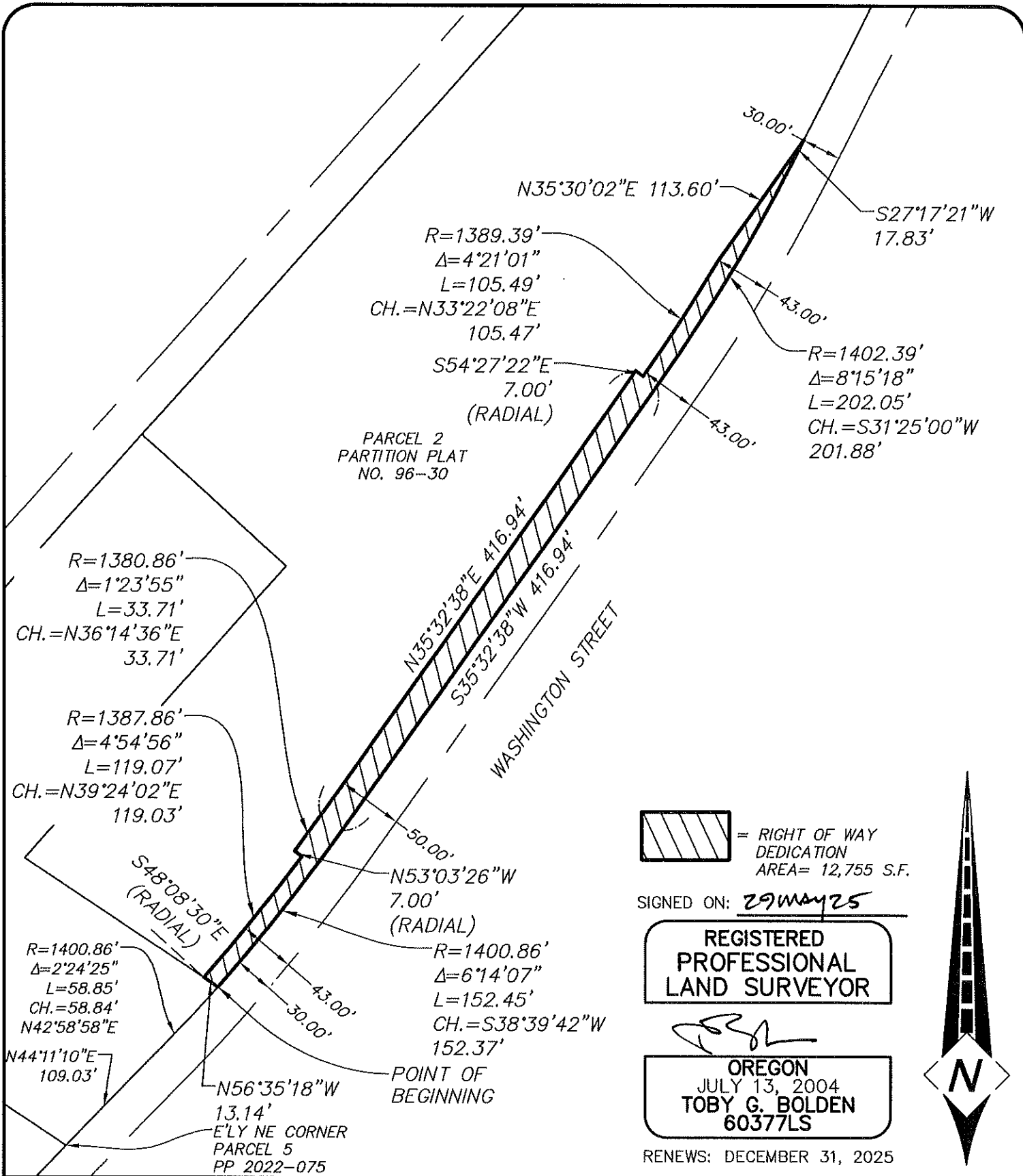
**Exhibit "A"**  
**Legal Description**

A tract of land being a portion of that tract of land conveyed by deed recorded as Document No. 96-082841, Clackamas County Deed Records, also being a portion of Parcel 2 of Partition Plat No. 1996-30, Clackamas County Plat Records, located in the northwest one-quarter and southwest one-quarter of Section 29, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

**COMMENCING** at the easterly northeast corner of Parcel 5 of Partition Plat No. 2022-075, Clackamas County Plat Records; thence, along the northwest right of way line of Washington Street, being 30.00 feet from the centerline thereof, when measured at right angles, North 44°11'10" East, 109.03 feet to a point of curvature; thence, continuing along said northwest right of way, along the arc of a 1400.86 foot radius curve to the left, through a central angle of 02°24'25" (the chord of which bears North 42°58'58" East, 58.84 feet, an arc distance of 58.85 feet to the most southerly corner of said Document No. 96-082841 and the **TRUE POINT OF BEGINNING**; thence, along the most southerly line of said Document No. 96-082841, North 56°35'18" West, 13.14 feet; thence, along the arc of a non-tangent 1387.86 foot radius curve to the left (radial line bears South 48°08'30" East), through a central angle of 04°54'56" (the chord of which bears North 39°24'02" East, 119.03 feet), and arc distance of 119.07 feet; thence along a radial bearing of North 53°03'26" West, 7.00 feet; thence, along the arc of a concentric 1380.86 foot radius curve to the left, through a central angle of 01°23'55" (the chord of which bears North 36°14'36" East, 33.71 feet) an arc distance of 33.71 feet; thence, along a line 50.00 feet northwesterly of and parallel with the centerline of Washington Street (a variable width right of way), North 35°32'38" East, 416.94 feet; thence South 54°27'22" East, 7.00 feet; thence, along the arc of a 1389.39 foot radius curve to the left (radial line bears South 54°27'22" East), through a central angle of 04°21'01" (the chord of which bears North 33°22'08" East, 105.47 feet), and arc distance of 105.49 feet; thence, along a non-tangent line North 35°30'02" East, 113.60 feet to the northwest right of way of said Washington Street, being 30.00 feet from the centerline thereof, when measured at right angles; thence, along said northwest right of way line for the following four courses: South 27°17'21" West, 17.83 feet; along the arc of a 1402.39 foot radius curve to the right, through a central angle of 08°15'18" (the chord of which bears South 31°25'00" West, 201.88 feet) an arc distance of 202.05 feet; South 35°32'38" West, 416.94 feet; and along the arc of a 1400.86 foot radius curve to the right, through a central angle of 06°14'07" (the chord of which bears South 38°39'42" West, 152.37 feet), an arc distance of 152.45 feet to the **POINT OF BEGINNING**.

Contains 12,755 square feet, more or less.





CLIENT: OREGON CITY  
ORIG. DATE: 29MAY25  
DRAWN BY: TGB  
SHEET No. 1 OF 1

**EXHIBIT "B"**  
**RIGHT OF WAY DEDICATION**  
CITY OF OREGON CITY, CLACKAMAS COUNTY, OR  
Scale: 1"=100'

**CENTERLINE CONCEPTS**  
LAND SURVEYING, INC.  
19376 MOLALLA AVE., SUITE 120  
OREGON CITY, OREGON 97045  
PHONE 503.650.0188 FAX 503.650.0189



## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Pete Walter, Planning Manager

---

#### **SUBJECT:**

Item 7.h. - Personal Services Agreement with Friends of Trees for 2025-2027 Neighborhood Tree Planting Events

#### **STAFF RECOMMENDATION:**

Approve the Personal Services Agreement and allow the City Manager to sign it.

#### **EXECUTIVE SUMMARY:**

The City has contracted with Friends of Trees (FOT) to conduct tree-planting events in Oregon City neighborhoods since 2015. The Planning Division has budgeted \$45,000 per year to support this ongoing program with monies from the City's Tree Mitigation Fund for the 2025-2027 biennium. This Personal Services Agreement includes a detailed scope of work that describes how FOT conducts their program in Oregon City.

#### **BACKGROUND:**

Friends of Trees (FOT) has hosted community planting events in Oregon City for the past nine planting seasons. Since April 2015, they have worked with over 900 volunteers, who have contributed over 4,100 hours of their time, to plant over 1,000 trees throughout Oregon City neighborhoods with an over 95% survival rate. These events were advertised to thousands via individual conversations, door hangers, posters, print and social media, community events and yard signs throughout the community. Over the past 2 years of the prior City contract, FOT planted over 230 trees via 4 community planting events hosted throughout Oregon City neighborhoods, in which community members learned how to properly plant trees alongside their neighbors. 367 volunteer moments contributed to a total of 1,460 hours donated. We also pruned 150 street and park trees via 3 community pruning events hosted in the Caulfield and Park Place neighborhoods during January to March 2024. Volunteers and community members donated 264 hours and learned about proper young tree pruning. This work was possible through combined funding from the City of Oregon City and a 1-yr Metro Community Enhancement grant that provided supplemental funding.

#### **PROJECT OVERVIEW**

The focus of this planting project is to increase canopy coverage along public rights-of-way and on private property throughout Oregon City neighborhoods while engaging community members. Urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, reduced traffic speeds and mitigating the impacts of

climate change. FOT will work with the City of Oregon City on conducting preliminary neighborhood outreach and on specifying planting location details, but will take lead on all other aspects of our programming, including: coordinating public outreach and education within the neighborhoods and community-at-large, recruiting volunteers, procuring plant material, and facilitating the community events.

#### Community-based Tree Planting

With the help of community volunteers, the focus of this 2-year project is for FOT to organize and lead the planting of 80+ trees per year via an annual community planting event across Oregon City during the 2025-26 and 2026-27 planting seasons, with a goal of planting 160+ trees total.

Please see the attached scope for additional details.

#### **OPTIONS:**

1. Approve Personal Services Agreement with Friends of Trees for 2025-2027 Neighborhood Tree Planting Events.
2. Approve Personal Services Agreement with Friends of Trees for 2025-2027 Neighborhood Tree Planting Events with Amendments.
3. Deny Personal Services Agreement with Friends of Trees for 2025-2027 Neighborhood Tree Planting Events and provide further direction.

#### **BUDGET IMPACT:**

|                    |                      |
|--------------------|----------------------|
| Amount             | \$90,000             |
| Fiscal Year(s):    | 2025-2027            |
| Funding Source(s): | Tree Mitigation Fund |



## PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **Friends of Trees**. ("Contractor").

### RECITALS

A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.

B. Contractor 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, unless sooner terminated pursuant to provisions set forth below, shall be from the date the contract is fully executed to **June 30, 2027**. In addition, the City shall have an option to extend the services for an additional one year at the City's sole discretion. Any termination of this Agreement 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 Contractor's performance that has not been cured.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed ninety thousand dollars (**\$90,000.00**).

3. Scope of Services. Contractor'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. 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.

6. 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 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.

To the City:

City of Oregon City  
695 Warner Parrott Rd  
Oregon City, Oregon 97045  
Attention: Community Development Director

With a Copy to:

Bateman Seidel Miner Blomgren Chellis & Gram,  
P.C.  
1000 SW Broadway, Suite 1910, Portland, OR 97205  
Attention: Carrie Richter

To Contractor:

Friends of Trees  
3117 NE MLK Blvd.  
Portland, OR 97212  
Attn: Megan Van de Mark

Contractor shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. 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.

8. Schedule. The components of the project described in the Scope of Services shall be completed according to the following schedule:

- (a) Conduct community tree planting projects in Oregon City neighborhoods during the 2025-2027 planting season.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CONTRACTOR



By: Megan Van de Mark

Title: Deputy Director, FOT

DATED: 7/24/2025

CITY OF OREGON CITY

By: Tony Konkol

Title: City Manager, City of Oregon City

DATED: \_\_\_\_\_, 2025

## **Friends of Trees Proposed Scope of Work & Cost Estimate: City of Oregon City**

Friends of Trees (FOT) is pleased to provide the following proposal, scope of work, and corresponding cost estimate to the City of Oregon City (the City) to conduct community tree planting (and pruning) and education within Oregon City neighborhoods during the 2025-2026 and 2026-2027 fiscal years/planting seasons. *This bid is in association with the Request for Bids for Neighborhood Tree Planting Program in the City of Oregon City.*

### **ORGANIZATIONAL & TEAM QUALIFICATIONS**

FOT has been the premier community tree planting organization in southwest Washington and Oregon's Willamette Valley for over 35 years. Our mission is to bring people together to plant and care for urban and suburban trees and green spaces across the Pacific Northwest through our Neighborhood Trees and Green Spaces planting programs. We engage residents, students, and civic organizations in taking an active role in improving the health of their local watersheds and in creating healthier, more livable communities. So far, we have coordinated the planting of over a million trees and native shrubs with thousands of local volunteers in 18 cities, 6 counties, and 2 states.

In a typical season, Friends of Trees' Neighborhood Trees (NT) program plants over 2,000 large stock trees along streets, in yards and in community and public spaces, prunes over 1,000 young street trees, and engages with over 4,000 volunteers per year. This work is in collaboration with municipalities, businesses, foundations, and individuals towards common goals. Our relationships with these entities are strong and continue to grow with time. We emphasize clear and open communication to ensure that we are meeting both internal and external goals.

The ways in which Friends of Trees (FOT) connects with local residents to plant and steward their urban forest sets us apart from contractors or other tree planting organizations. FOT's nationally recognized programs connect people to nature and their community by conducting safe, fun, and effective volunteer events throughout the year. FOT reaches a diverse range of individuals by offering community volunteers the opportunity to participate and meet their neighbors through our neighborhood planting events. All volunteers learn about proper tree planting and care and can participate in greater capacities if they choose. Key volunteers receive additional training and education about the importance of a healthy environment and how it pertains to environmental justice, tree biology, proper planting and pruning techniques, community organizing, as well as long-term care and maintenance of planted sites. We continue to work with tree recipients after their trees have been planted to provide establishment mentoring and assistance. Further, our planting model is founded on employing professional staff to recruit and organize community volunteers, thus ensuring high quality, well-attended events. To this end, we provide all of the trees, tools, materials, and guidance necessary for our projects.

### **PREVIOUS WORK**

FOT has hosted community planting events in Oregon City for the past nine planting seasons. Since April 2015, we have worked with over 900 volunteers, who have contributed over 4,100 hours of their time, to plant over 1,000 trees throughout Oregon City neighborhoods with an over 95% survival rate. These events were advertised to thousands via individual conversations, door hangers, posters, print and social media, community events and yard signs throughout the community. Over the past 2 years of the prior City contract, FOT planted over 230 trees via 4 community planting events hosted throughout Oregon City neighborhoods, in which community members learned how to properly plant trees alongside their

neighbors. 367 volunteer moments contributed to a total of 1,460 hours donated. We also pruned 150 street and park trees via 3 community pruning events hosted in the Caulfield and Park Place neighborhoods during January to March 2024. Volunteers and community members donated 264 hours and learned about proper young tree pruning. This work was possible through combined funding from the City of Oregon City and a 1-yr Metro Community Enhancement grant that provided supplemental funding.

## **PROJECT OVERVIEW**

The focus of this planting project is to increase canopy coverage along public rights-of-way and on private property throughout Oregon City neighborhoods while engaging community members. Urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, reduced traffic speeds and mitigating the impacts of climate change. FOT will work with the City of Oregon City on conducting preliminary neighborhood outreach and on specifying planting location details, but will take lead on all other aspects of our programming, including: coordinating public outreach and education within the neighborhoods and community-at-large, recruiting volunteers, procuring plant material, and facilitating the community events.

### **Community-based Tree Planting**

With the help of community volunteers, the focus of this 2-year project is for FOT to organize and lead the planting of 80+ trees per year via an annual community planting event across Oregon City during the 2025-26 and 2026-27 planting seasons, with a goal of planting 160+ trees total. This project includes:

#### **1. Community Outreach/Engagement & Project Promotion**

- *Project planning and development*  
In partnership with the City, clarify municipal standards and implement the project.
- *Volunteer recruitment, trainings, and coordination*  
FOT will recruit, coordinate, and train community volunteers to support this project, including: Crew Leaders (trained volunteers that lead planting crews), general planting day volunteers, and Summer Inspectors (volunteers that check tree health the summer after planting)
- *Community outreach and engagement efforts*  
FOT will promote opportunities to get a tree at your residence as well as opportunities to volunteer to plant or check on trees through a variety of means that may include: sending mailings, listing events on printed and online calendars, using online recruitment tools, promoting on our e-newsletter, utilizing in-person outreach, canvassing/flyering, holding community conversations, distributing yard signs, and by highlighting the partnership with the City on social media.
- *Tree recipient support*  
FOT serves as the main point-of-contact for interested participants throughout the project. This may include, but is not limited to: signing up interested community members, supporting residents with tree selection and placement (to ensure residents are able to make informed decisions), support residents with tree ordering, help navigate tree removal processes (as needed), pre-and-post event support, summer watering and monitoring communications, general follow up, etc.
  - FOT will use the City of Oregon City logo on all outreach materials when working with tree recipients.
  - FOT will work with the City to provide any information/draft story ideas for local earned media opportunities and for the City's website, newsletters, and events calendar.
  - City staff and elected officials will be invited to participate in the planting.
- *Street tree site inspections*  
FOT staff will visit properties that have shown interest in getting street trees planted to identify if

there is space for a street tree. If space, determine how many street trees could be planted, if there are high voltage wires, and the appropriate tree list for residents to select from, and mark the potential tree locations. Provide residents with site inspection doorhanger and update FOT on-line ordering system.

- FOT has created specific tree lists for customers to choose from based on the “right tree, right place” principle. Street tree options provided to residents shall follow the City’s list of approved species.
- Monitoring and establishment care

FOT will coordinate summer monitoring checks to support residents in their care of new tree(s) by reminding them to water, weed, and mulch.

  - FOT staff will recruit and train Summer Inspector volunteers to monitor newly planted trees. These volunteers will inspect newly planted trees twice during the 1st summer and will provide feedback to tree recipients on best tree establishment practices. Summer Inspectors also record tree health and site condition data which is then permanently stored in FOT’s Neighborhood Trees database.
  - If any trees have died during the course of the first growing season due to improper planting or poor nursery stock. FOT shall replace that tree during the subsequent planting season at no cost to the resident or City.
  - FOT staff will send water reminder mailings and emails to tree recipients to ensure regular care during the initial establishment period (first 3 years).
    - i. Watering of trees will be the responsibility of adjacent property owners. However, FOT will offer care reminders and verbal support to residents on proper tree establishment.
  - FOT will replace any tree that dies within the first summer if it is determined to have been improperly planted or the planting stock was damaged. We will not offer free replacement trees due to negligence on the part of the property owner, vandalism, or act of God.
  - Data from this monitoring effort will be made available to the City as part of our final project reporting. FOT will additionally provide volunteer numbers, hours, and their projected value, as well as any in-kind donations received as part of our reporting to the City.

## **2. Trees, planting materials and site prep/establishment:**

- Site prep (i.e. utility locate requests, pre-dig holes, mulch delivery, etc)
  - FOT staff will submit requests for utility location services to ensure underground utility locations are identified prior to site preparation.
  - FOT staff still will pre-dig tree planting holes (and safely mark locations) prior to the event to ensure trees are planted in the appropriate locations and to create an easier planting experience for volunteers and community members.
- Planting materials: Trees, stakes, twine, labels, tree tags, mulch, etc
  - All trees will be a) staked with two wooden stakes and twine for stability and visibility, b) affixed with FOT tree tags including species identification and basic care instructions, and c) be properly mulched for moisture retention and aesthetics. At the time of the site inspection, tree recipients will receive a FOT educational yard sign to help promote the tree planting event.

## **3. Community tree planting event:**

FOT will host one annual safe, fun, high quality community tree planting event for the City of Oregon City in FY25-26 and in FY26-27. FOT will plant 160+ trees across Oregon City over 2 years.

- FOT will provide trained, volunteer Crew Leaders to manage the volunteer pool in smaller subgroups to ensure all participants safely and properly install plant material. However, there will be at least two (2) program staff members present during the planting event.
- Pre-event:
  - FOT will coordinate securing an event space and food/refreshments, and all the logistics for the planting.
  - Order high quality tree stock from local nurseries and arrange for the pickup and delivery of trees prior to planting.
  - Seek and pick up community donations for event day food and beverages.
  - Confirm truck drivers, trained planting crew leaders, and general volunteers and send logistics to all participants prior to event day.
- Day-of event:
  - Bring and sort all necessary tools, materials, and trees for each planting crew.
  - Provide food and refreshments for planting volunteers.
  - Welcome and register all participants as they arrive, introduce everyone to the event and to project partners via welcome announcement, coordinate tree planting teams and oversee planting crew logistics throughout the event, set clear expectations for the volunteer work, and welcome volunteers when they return.
  - Provide all tree recipients with tree care information doorhanger.
  - Clean up after the event.
- Post-event:
  - Send follow up communications to tree recipients and volunteers.
  - Plant any trees that did not arrive from the nursery or were unable to be planted due to individual site challenges.
  - Provide any necessary phone support for residents with questions about their newly-planted trees.

### **Community-based Tree Pruning Workshop**

With community education and engagement as the goal, FOT will help organize and lead one community tree pruning workshop or pop up event per year in Oregon City during the 2025-26 and 2026-27 seasons. The pruning workshop or pop up event will educate Oregon City residents about proper tree pruning techniques, focused on young street and park trees. The pruning workshops will be led by experienced staff with arborist training. The locations for the workshops will be determined in coordination with the City. All trees pruned during the event will have been tagged in advance and adjacent property owners notified of the opportunity to opt-in or opt-out of the free pruning. FOT will provide a separate budget for this activity.

### **BUDGET: Cost Estimate**

The following 2-year project budget is for the FOT Neighborhood Trees program to plant approximately 160+ large-stock trees (80/year) in Oregon City throughout the 2025-2026 and 2026-2027 planting seasons.

| FOT Budget/Cost Estimate for FY25-26 + FY26-27 Tree Planting in Oregon City |                                                                                                                                                                               |               |          |                 |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|-----------------|
| City of Oregon City Expenses: FY2025-2026                                   |                                                                                                                                                                               |               |          |                 |
| Expense                                                                     | Details                                                                                                                                                                       | Unit          | Qty      | Total           |
| <b>PERSONNEL</b>                                                            |                                                                                                                                                                               |               |          |                 |
| Program Staff                                                               | Staff time: Community outreach & engagement, site prep, tree recipient support, site prep/establishment                                                                       | \$63.50/hr    | 340 hrs  | \$21,590        |
| Managers & Directors                                                        | Staff time: Contract management & deliverables implementation oversight                                                                                                       | \$68.50/hr    | 12 hrs   | \$822           |
| <b>MATERIALS</b>                                                            |                                                                                                                                                                               |               |          |                 |
| Large-stock trees                                                           | Large-stock trees and tree establishment materials (i.e. trees, tree delivery, mulch, twine, stakes, tree tags, etc)                                                          | \$175/tree    | 80 trees | \$14,000        |
| Outreach & Education                                                        | Printed & Electronic Outreach/Educational Materials (i.e. mailers, fliers, doorhangers, ads, etc)                                                                             | \$997         | 1        | \$997           |
| Event Fee                                                                   | Community tree planting event                                                                                                                                                 | \$3,500/event | 1 event  | \$3,500         |
| <b>SUBTOTAL</b>                                                             |                                                                                                                                                                               |               |          | \$40,909        |
| Overhead                                                                    |                                                                                                                                                                               | 10%           |          | \$4,091         |
| <b>Total City of Oregon City Expenses Year 1 (FY25-26)</b>                  |                                                                                                                                                                               |               |          | <b>\$45,000</b> |
| Friends of Trees MATCH Costs: FY2025-2026                                   |                                                                                                                                                                               |               |          |                 |
| Expense                                                                     | Details                                                                                                                                                                       | Unit          | Qty      | Total           |
| Tree recipient cost                                                         | Residents getting trees are asked to contribute \$35/tree (when able). FOT we waive the fee if cost is a barrier This cost estimate anticipates 10% of residents waiving fee. | \$35/tree     | 72 trees | \$2,520         |
| Volunteer Time                                                              | Volunteer time supporting with the Oregon City tree planting. Approximately 75 volunteers x 4 hours per event.                                                                | \$34.79/hr    | 300 hrs  | \$10,437        |
| Event Sponsorship                                                           | Business sponsorship of community planting event                                                                                                                              | \$2,500       | 1 event  | \$2,500         |
| <b>Total Friends of Trees Match Expenses Year 1 (FY25-26)</b>               |                                                                                                                                                                               |               |          | <b>\$15,457</b> |



| City of Oregon City Expenses: FY2026-2027                     |                                                                                                                                                                               |               |          |                 |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|-----------------|
| Expense                                                       | Details                                                                                                                                                                       | Unit          | Qty      | Total           |
| <b>PERSONNEL</b>                                              |                                                                                                                                                                               |               |          |                 |
| Program Staff                                                 | Staff time: Community outreach & engagement, site prep, tree recipient support, site prep/establishment                                                                       | \$64/hr       | 340 hrs  | \$21,760        |
| Managers & Directors                                          | Staff time: Contract management & deliverables implementation oversight                                                                                                       | \$69/hr       | 10 hrs   | \$690           |
| <b>MATERIALS</b>                                              |                                                                                                                                                                               |               |          |                 |
| Large-stock trees                                             | Large-stock trees and tree establishment materials (i.e. trees, tree delivery, mulch, twine, stakes, tree tags, etc)                                                          | \$175/tree    | 80       | \$14,000        |
| Outreach & Education                                          | Printed & Electronic Outreach/Educational Materials (i.e. mailers, fliers, doorhangers, ads, etc)                                                                             | \$959         | 1        | \$959           |
| Event Fee                                                     | Community tree planting event                                                                                                                                                 | \$3,500/event | 1 event  | \$3,500         |
| <b>SUBTOTAL</b>                                               |                                                                                                                                                                               |               |          | \$40,909        |
| Overhead                                                      |                                                                                                                                                                               | 10%           |          | \$4,091         |
| <b>City of Oregon City Expenses Year 2 (FY26-27)</b>          |                                                                                                                                                                               |               |          | <b>\$45,000</b> |
| <b>Friends of Trees MATCH Costs: FY2025-2026</b>              |                                                                                                                                                                               |               |          |                 |
| Expense                                                       | Details                                                                                                                                                                       | Unit          | Qty      | Total           |
| Tree recipient cost                                           | Residents getting trees are asked to contribute \$35/tree (when able). FOT we waive the fee if cost is a barrier This cost estimate anticipates 10% of residents waiving fee. | \$35/tree     | 72 trees | \$2,520         |
| Volunteer Time                                                | Volunteer time supporting with the Oregon City tree planting. Approximately 75 volunteers x 4 hours per event.                                                                | \$34.79/hr    | 300 hrs  | \$10,437        |
| Event Sponsorship                                             | Business sponsorship of community planting event                                                                                                                              | \$2,500       | 1 event  | \$2,500         |
| <b>Total Friends of Trees Match Expenses Year 2 (FY26-27)</b> |                                                                                                                                                                               |               |          | <b>\$15,457</b> |

## 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. 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. 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.

### 10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

**EXHIBIT B**

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in 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 attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

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

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

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and 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 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 Consultants and agents.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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. Arbitration.

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

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

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

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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



---

---

**CITY OF OREGON CITY  
CITY COMMISSION REGULAR  
MEETING  
REVISED  
DRAFT MEETING MINUTES**

---

---

VIRTUAL ONLY  
Wednesday, October 16, 2024 at 7:00 PM

---

---

**REGULAR MEETING OF THE CITY COMMISSION**

**1. CONVENE MEETING AND ROLL CALL**

*Mayor Denyse McGriff convened the meeting at 7:18 P.M.*

**PRESENT: 5 -** Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Frank O'Donnell, Mayor Denyse McGriff

**STAFFERS: 6 -** City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Communications Manager Jarrod Lyman, Community Engagement Specialist Hannah Schmidt

**2. FLAG SALUTE**

*The flag salute was suspended for this meeting.*

**3. CEREMONIES AND PROCLAMATIONS**

a. Oregon City - West Linn Rivalry Day

*Mayor McGriff read the proclamation declaring November 1, 2024, as Oregon City/West Linn Rivalry Day.*

**4. PUBLIC COMMENTS**

None.

**5. PRESENTATIONS**

a. Clackamas County District Attorney's Office Presentation

*John Wentworth, Clackamas County District Attorney, and Bill Stewart, Deputy District Attorney, gave an update on the Deflection Program and efforts to address substance abuse in the County. They discussed the background and program goals, Oregon Drug Intervention Plan, progress in addressing homelessness, Deflection Program process, deflection/conditional discharge, number of cases, and outreach.*

*There was discussion regarding funding, deflection process, addressing the Boyd Hubbell case precedent, how community court would not deal with drug charges but only municipal code violations, transitional housing, and who was eligible for the program.*

**6. ADOPTION OF THE AGENDA**

*The agenda was adopted as presented.*



## **7. CONSENT AGENDA**

*Motion by Commissioner Mitchell, seconded by Commissioner Marl, to approve the consent agenda. The motion carried by the following vote:*

*Aye: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell*

*No: None*

- a. Minutes of the June 11, 2024 City Commission Work Session

## **8. PUBLIC HEARINGS**

*None.*

## **9. GENERAL BUSINESS**

- a. First Reading of Ordinance No. 24-1009; Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee

*Hannah Schmidt, Communications and Community Engagement Specialist, said at the most recent CIC meeting, the CIC voted to amend the membership requirements so members no longer had to reside within the neighborhood association boundary. The Two Rivers Neighborhood Association had trouble getting representation on the CIC because of this stipulation. They were asking to amend the code to allow a person to be on the CIC if they worked in, or owned property or a business in, the association boundary.*

*There was discussion regarding doing more outreach and requiring documentation that CIC members owned a business or worked within their Neighborhood Association boundary.*

*Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 24-1009; amending OCMC 2.30.030 to adjust membership requirements for the Citizen Involvement Committee. The motion carried by the following vote:*

*Aye: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell*

*No: None*

- b. Selection of Volunteers for DMO Creation Taskforce

*The Commission discussed their top three candidates for the DMO Creation Taskforce.*

*Motion by Commissioner Smith, seconded by Commissioner Mitchell, to appoint Charles Gallia, Holly Pfortmiller, and Selena Jones to the DMO Creation Taskforce and Commissioner O'Donnell as the Commission representative. The motion carried by the following vote:*

*YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell*

*NO: None*

*There was discussion regarding the timeline to complete the taskforce's work and nominating Abel Ley as an alternate if someone dropped out.*

*Motion by Commissioner Marl, seconded by Commissioner Mitchell, to nominate Abel Ley as an alternate should someone drop out. The motion passed by the following vote:*

*YES: Commissioner Smith, Commissioner Marl, and Commissioner Mitchell*

*NO: Commissioner O'Donnell and Mayor McGriff*

c. Amendment to Sportcraft License Agreement

*Alexandra Rains, Assistant City Manager, said the owner had signed the agreement. She gave highlights including how the agreement would expire on November 30, 2029, 3% annual increases to the lease fee, the security deposit would be retained by the City, signage would be upgraded at the City's cost but installed by the owner, annual site inspections would be completed, and the floating home would be removed by March 31, 2026.*

*There was discussion regarding how the agreement lined up with what the Commission had asked for, signage, more frequent inspections, the removal of the floating home, and payments to the City.*

***Motion by Commissioner Smith, seconded by Commissioner Mitchell, to approve the amendment to the Sportcraft License Agreement. The motion passed by the following vote:***

***YES: Commissioner Smith, Commissioner Marl, Commissioner O'Donnell, and Commissioner Mitchell***

***NO: Mayor McGriff***

d. Contract Award to Delta AV for Libke Audio System Updates

*Jakob Wiley, City Recorder, presented the request for an AV contract for the Libke building's audio system. He discussed previous work during and after construction, issues identified, proposed solution, and other items that could be addressed.*

*There was discussion regarding disappointment in how long it took to fix the problems and measuring incremental improvements after the work was done.*

***Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the contract award to Delta AV for Libke audio system updates. The motion carried by the following vote:***

***YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell***

***NO: None***

## **10. COMMUNICATIONS**

### **City Manager –**

*None*

### **Commissioners –**

*Commissioner O'Donnell discussed the use of the dock for commercial river traffic and how they were trying to get approval from the Marine Board.*

### **Mayor –**

*Mayor McGriff reported on the recent Sister City visit.*

## **11. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at .8:40 P.M.*

*Respectfully submitted,*

---

Jakob S. Wiley, City Recorder  
Date Approved: \_\_\_\_\_



---

---

**CITY OF OREGON CITY  
CITY COMMISSION REGULAR  
MEETING - REVISED  
DRAFT MEETING MINUTES**

---

---

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, November 6, 2024 at 7:00 PM

---

---

**6:00 PM - EXECUTIVE SESSION**

*The Executive Session will begin at 6:00 PM pursuant to ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.*

**7:00 PM - REGULAR MEETING OF THE CITY COMMISSION**

**1. CONVENE MEETING AND ROLL CALL**

*Mayor Denyse McGriff convened the meeting at 7:03 P.M.*

**PRESENT: 5 -** Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Frank O'Donnell, Mayor Denyse McGriff

**STAFFERS: 12 -** City Manager Tony Konkol, Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Police Chief Shaun Davis, Public Works Director Dayna Webb, Finance Director Matt Zook, Community Engagement Specialist Hannah Schmidt, Community Development Director Aquilla Hurd-Ravich, Human Resources Director Patrick Foiles, Water Quality Coordinator Marcos Kubow, Code Enforcement Officer Zach Knudson. Police Officer Jason Pohl

**2. FLAG SALUTE**

**3. CEREMONIES AND PROCLAMATIONS**

**a. Fallen Officers' Proclamation**

*Mayor McGriff read the proclamation extending condolences to the families of fallen officers Robert Libke and George Hanlon and led a moment of silence in their honor.*

**b. Extra Mile Day Proclamation**

*Mayor McGriff recognized Linda Orsen, Jackie Hammond-Williams, and Dorothy Dahlsrud for their service in the City. She read the proclamation declaring November 1, 2024, as Extra Mile Day.*

**4. PUBLIC COMMENTS**

*Betty Mumm, resident of Oregon City, said she had run for City Commission and thanked the citizens for voting. She congratulated Commissioner Mitchell on his reelection and Scott Wilson on his election.*

*Andrew Worthington, resident of Canby, spoke about property he owned in the city. He was hoping to build a live-in business on the property. He was told by Public Works that he would have to pay to put in a water main across the frontage. This would be expensive, and he thought it was unnecessary. He asked if the Commission could help reduce this cost.*

*Mayor McGriff said this was an issue to work through with staff.*

## **5. PRESENTATIONS**

### **a. Metro Solid Waste Presentation**

*Dr. Marta McGuire, Metro's Waste Prevention and Environmental Services Director, and Rosalynn Greene, Strategic Initiatives Manager, shared a proposed investment strategy for redevelopment of the Metro South Station. They discussed the Regional Waste Plan that guided the work, history of the Metro South Station, Regional System Facilities Plan phases and engagement, draft plan outline, key investments, community drop-off depots, reuse and repair, commercial transfer stations, wet waste tonnage flow, private facility regulation, investment summary and costs, financing approach through revenue bonds, and draft plan review.*

*There was discussion regarding the recent Metro audit, management practices, addressing safety concerns, how the plan would be financed, how the local collection company would not incur additional costs, ability to locate multiple stations, models for the proposed types of facilities, next steps, and timeline.*

### **b. Caring Place Presentation**

*Dan Fowler, Chair of the Homeless Solutions Coalition of Clackamas County, introduced the topic.*

*Chris Keane, architect for the project, spoke about the design process for the new facility and showed slides of the proposed site plan.*

*Trevor Weller, Precision Construction, reviewed the demolition process for the building on 15<sup>th</sup> and Main.*

*John Duke, Executive Director of the Homeless Solutions Coalition, spoke about the tenants that would be in the new building.*

*Mr. Fowler highlighted the benefits of the new facility. He hoped to be in partnership with the City on this project.*

*There was discussion regarding the Community Health Center relocation to this facility, parking, timeline, what would happen after hours, security measures, concern that the facility would bring more homeless to the City, and benefits of having all the homeless services together in one place.*

## **6. ADOPTION OF THE AGENDA**

*Item 7b was pulled from the consent agenda. The agenda was adopted as amended.*

## **7. CONSENT AGENDA**

*Motion by Commissioner Mitchell, seconded by Commissioner Smith, to adopt the consent agenda except for item 7b. The motion carried by the following vote:*

*YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell*

*NO: None*

- a. Intergovernmental Agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for Construction and Operation of a New Transit Center
- b. Resolution No. 24-28, Authorizing the Nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to Tumwata Village: Shared-Use Path and Streetscape Enhancements Project Development for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 Program

*Dayna Webb, Public Works Director, said this was a request to support a grant for the McLoughlin Boulevard Enhancement Project.*

*Dave Green, resident of Oregon City, thought the project was a solution in search of a problem. He did not think there was enough bicycle and pedestrian traffic that used the corridor and it would not be worth the cost. It would be a significant visual impact on the riverfront area and would take pedestrians away from the downtown businesses.*

*Commissioner Smith said they wanted to build something attractive that would draw pedestrians and cyclists to the waterfront and connected each end of the City. He thought the grant would help them fine-tune the design.*

*Ms. Webb said the grant was for the design of the streetscape improvements and type, size, and location work on the bridge. The grant window was now for funds that would be dispersed in 2028-2030. Passing this resolution would not lock the city in to a design.*

***Motion by Commissioner Marl, seconded by Mayor McGriff, to approve Resolution No. 24-28. The motion carried by the following vote:***

***YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell***

***NO: None***

- c. Personal Services Agreement with RH2 Engineering, Inc. for the Sanitary Pump Station Generator Replacements Project (CI 24-007)
- d. Purchase of Public Works Fleet Division Replacement Vehicle: 2027 F-550 Aerial Bucket Truck
- e. Change Order #1 for the Barclay Hills Storm Improvements Project (CI 23-014)
- f. Equipment Purchase using DOJ DEA Asset Forfeiture and Equitable Sharing Funds
- g. Minutes of the June 5, 2024 City Commission Regular Meeting
- h. Minutes of the July 11, 2024 City Commission Special Meeting

## **8. PUBLIC HEARINGS**

*None*

## **9. GENERAL BUSINESS**

- a. Washington Street Corridor Federal Earmark Funding Project Conceptual Design

*Ms. Webb discussed the conceptual design for the Washington Street Corridor Project. She gave a background on the project funding and presented slides showing what the concept included. Federal funding would cover \$4 million, and the city's match would be \$500,000.*

***Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the Washington Street Corridor Federal Earmark Funding Project Conceptual Design. The motion carried by the following vote:***

***YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell***

***NO: None***

- b. Nonprofit Corporation Low-Income Housing Property Tax Exemption

Matt Zook, Finance Director, introduced the property tax exemption for non-profit corporations who provided low-income housing. The City recently received a request for an exemption. He gave a background on the exemption, key components of the program, how it would have to be adopted into Code, how it was an optional program, primary advantages and disadvantages, and impact to City revenue.

There was discussion regarding concerns about loss of revenue, new construction not paying for itself, additional police services needed, how there were other ways to fund the housing, and getting more information before making a decision.

**Motion by Commissioner O'Donnell, seconded by Commissioner Smith, to direct staff not to pursue the exemption, which will result in the normal taxation of nonprofit corporations with low income housing property. The motion passed by the following vote:**

**YES: Commissioner Smith, Commissioner O'Donnell, Commissioner Marl, and Commissioner Mitchell**  
**NO: Mayor McGriff**

**c. Fireworks Draft Ordinance(s) Discussion**

Shaun Davis, Police Chief, said the Commission had several discussions regarding banning illegal fireworks and directed staff to create an ordinance to allow enforcement under City Code. There were two ordinances for consideration, one for prohibiting illegal fireworks with full penalty and the other for temporary prohibition of fireworks during extreme fire danger. He asked for feedback on the ordinances.

Zach Knudson, Code Enforcement, and Jason Pohl, Police Officer, were representing the Oregon City Police Employees' Association. The OCPEA had voted unanimously in opposition to the ban. Main reasons included confusion with conflicting regulations, impact to community relations, shift issues with mandatory overtime, not being able to effectively enforce a ban, lack of storage space if large quantities of fireworks were confiscated, and Code Enforcement officers would not be able to assist with the effort.

There was discussion regarding other jurisdictions not actively issuing citations for their ordinance violations, getting feedback from the Police Association on the proposed ordinances, community concerns and livability, the risk of fires, and adding similar language to Happy Valley's ordinance.

The Police Association would look at the proposed ordinances and bring back a response.

**d. First Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-stormwater Discharges**

Marcos Kubow, Water Quality Coordinator, explained that the amendment would add a definition of allowable non-stormwater discharges. There would be no impact to operations.

**Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 24-1011, adopting amendments to the Oregon City Stormwater Code for allowable non-stormwater discharges. The motion carried by the following vote:**

**YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell**  
**NO: None**

**e. Second Reading of Ordinance No. 24-1009; Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee**

**Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the second reading and final adoption of Ordinance No. 24-1009; amending OCMC 2.30.030 to adjust membership requirements for the Citizen Involvement Committee. The motion carried by the following vote:**

**YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell**  
**NO: None**



f. Resolution No. 24-26, Amending Bylaws for the Citizen Involvement Committee

*Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve Resolution No. 24-26, amending bylaws for the Citizen Involvement Committee. The motion carried by the following vote:*

*YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell*

*NO: None*

## **10. COMMUNICATIONS**

### **City Manager –**

*None*

### **Commissioners –**

*Commissioner O'Donnell reported on the Destination Marketing Organization (DMO) Committee. He did not think the City should bear the entire financial burden for the organization and that each player should contribute. He was also concerned that the focus was on marketing to the exclusion of management. The different organizations would need to set aside their own interests for the success of the overall effort. He was also concerned about the formation of empowered committees.*

*Commissioner Marl said the measure temporarily banning psilocybin facilities in Oregon City had passed. He thought a lot more research needed to be done before it was brought to the community. He had been elected to the Board of Directors at the League of Oregon Cities Conference. The legislature had a survey out right now for water investment needs.*

### **Mayor –**

*Mayor McGriff said she would not be able to attend the next Work Session and Commission President Marl would be participating virtually. Commissioner O'Donnell would chair that meeting. She thanked staff for their work. She and Commissioner Smith had participated in the trick or treat event downtown.*

## **11. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at 10:03 P.M.*

Respectfully submitted,

---

Jakob S. Wiley, City Recorder

Date Approved: \_\_\_\_\_



---

---

**CITY OF OREGON CITY  
CITY COMMISSION REGULAR  
MEETING  
DRAFT MEETING MINUTES**

---

---

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, November 20, 2024 at 7:00 PM

---

---

**REGULAR MEETING OF THE CITY COMMISSION**

**1. CONVENE MEETING AND ROLL CALL**

*Mayor Denyse McGriff convened the meeting at 7:06 P.M.*

**PRESENT: 5 -** Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Frank O'Donnell, Mayor Denyse McGriff

**STAFFERS: 10 -** City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Public Works Director Dayna Webb, Human Resources Director Patrick Foiles, Senior Planner Christina Robertson-Gardiner, Deputy Public Works Director Tom Kissinger, Rentals and Events Coordinator Taylor Miller, Pioneer Community Center Manager Cecily Rose

**2. FLAG SALUTE**

**3. CEREMONIES AND PROCLAMATIONS**

**4. PUBLIC COMMENTS**

*Wendell Baskins, resident of Oregon City, was representing the Oregon City Heritage Coordinating Committee. He reported on the economic and visual impact of their float in the 2024 Rose Festival Parade.*

*Thelma Haggenmiller, resident of Oak Grove, was also representing the Oregon City Heritage Coordinating Committee. She discussed the Committee's purpose and theme of the float as well as familiarization tours in the City.*

**5. PRESENTATIONS**

**a. PRAC Annual Report**

*Ken Wochester, Vice Chair of the Parks and Recreation Advisory Committee (PRAC), provided the annual PRAC update and proposed projects including design standards for different park types, rental policy, establishing a rolling five year capital improvement plan, cemetery fees, memorial bench policy, and community engagement standards for park projects. Tom Kissinger, Acting Parks and Recreation Director, provided some highlights from projects accomplished by the department this year.*

*There was discussion regarding rental fees and charging non-residents extra, expanding the memorial bench policy to other sponsorship opportunities, and need for a consistent rental policy. The Commission would provide the Committee with direction on the proposed projects.*

**b. Clackamas County Social Services Presentation**

*Brenda Durbin and Jennifer Much Grund, Clackamas County Social Services, discussed poverty in the*

County. They discussed the most recent community needs assessment, how the federal poverty level is calculated, asset limited income restrained employed (ALICE) household survival budgets, and how Oregon City compared vs Clackamas County at large.

They suggested the City consider what was in their purview to impact change. Mayor McGriff suggested they contact James Graham, Economic Development Manager, about programs the City was doing.

- c. Update on the City's Diversity, Equity, and Inclusion (DEI) initiatives and projects – presentation by Lamont Brown, Triangle Advising Group, LLC.

Lamont Browne, Consultant with Triangle Consulting, and Darcy Southwell, DEI Task Force Member, discussed the project team, key terms, 2022 DEI project review, summary of work that had been done to date, 2024 community task force, Oregon City workgroup, next steps, and positive impact.

There was discussion regarding integrating DEI into every City activity, moving past the need for a consultant, how to navigate the political stigma of DEI, aligning work with the School District, and integrating the work into the Commission's Goals.

## **6. ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

## **7. CONSENT AGENDA**

*Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the consent agenda. The motion carried by the following vote:*

**YES:** Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

**NO:** None

- a. Intergovernmental Agreement - Tribute to the 'Five Cayuse Men'
- b. Resolution No. 24-31, City of Oregon City Investment Policy
- c. Municipal Court Judge Merit Pay for Performance
- d. Minutes of the May 15, 2024 City Commission Regular Meeting

## **8. PUBLIC HEARINGS**

- a. First Reading of Ordinance No. 24-1014, McLoughlin Blvd Enhancements - Update to the Transportation System Plan (GLUA 24-000023, LEG-24-00002)

Christina Robertson-Gardner, Senior Planner, gave a presentation on the McLoughlin Boulevard enhancement project, an update to the Transportation System Plan. She discussed the process, proposal, and criteria for approval.

Nick Gross, Kittelson and Associates, explained the purpose was to create a shared-use path and streetscape that enhanced safety for all transportation modes that also bridged a missing link on McLoughlin Boulevard between 10<sup>th</sup> and planned open space, including the Tumwata Village development. He explained the project area, public involvement, revised most promising alternatives, site context, long span chosen alternative, advantages, challenges, and opportunities of the alternative, streetscape and path

amenities, under- and over-crossing analysis, streetscape improvements, and alternative streetscape improvements.

Dana Webb, Public Works Director, reviewed the 2028-2030 Metro Regional Flexible Funds allocation applications.

Mayor McGriff opened the public hearing.

There was no testimony by the public.

Mayor McGriff closed the public hearing.

There was deliberation regarding the need for this north/south connection, visual impact to the City's iconic structures, how approval did not commit them to building the proposed alternative, how this was refining the projects in an ancillary document to the TSP, addressing citizen concerns, and how the Commission felt it was important to connect the corridor from Canemah all the way to Gladstone.

**Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 24-1014, McLoughlin Blvd Enhancements - update to the Transportation System Plan (GLUA 24-000023, LEG-24-00002). The motion carried by the following vote:**

**YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell**

**NO: None**

The Commission took a break from 9:18 P.M. to 9:27 P.M.

## **9. GENERAL BUSINESS**

- a. Second Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-Stormwater Discharges

**Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the second reading of Ordinance No. 24-1011, adopting amendments to the Oregon City Stormwater Code for allowable non-stormwater discharges. The motion carried by the following vote:**

**YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell**

**NO: None**

- b. 2025 Fourth of July Community Celebration Discussion

Tom Kissinger, Acting Parks and Recreation Director, introduced Taylor Miller, Rentals and Events Coordinator, and Cecily Rose, Pioneer Community Center Manager. Mr. Miller and Mrs. Rose reviewed questions posed by the Commission about the indirect costs and staff time of last year's Fourth of July event, potential grant opportunities, number of concerts in addition to a Fourth of July event, non-profit opportunities, exploring additional music/entertainment leading up to the light show, fog/cold spark explanation, and budget comparisons between a laser light show and drone show.

There was discussion regarding last year's laser light show, making the show more inclusive, support for an annual event, choosing a location that would be used every year, not using grant money for an annual event and putting it in the budget, cost comparison of a laser light show and drone show, and whether or not to move the event location.

**Motion by Commissioner Mitchell, seconded by Commissioner Marl, to direct staff to move forward with**

*a Fourth of July event with a laser light show. The motion carried by the following vote:*

*YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell*

*NO: None*

## **10. COMMUNICATIONS**

### **City Manager –**

*None*

### **Commissioners –**

*Commissioner O'Donnell said that there would be a discussion on forming the DMO the next Commission Work Session. There would be a River Assets and Opportunities meeting Friday morning.*

*Commissioner Marl discussed potential legislation on Transit Lodging Tax.*

*Commissioner Smith spoke at the Gaffney Lane Neighborhood Association meeting about City projects.*

*Commissioner Mitchell said he and Commissioner-elect Wilson would be speaking to the Canemah Neighborhood Association the following night.*

### **Mayor –**

*Mayor McGriff said there would be installation of a new piece of art at 7<sup>th</sup> and Center on December 21. She reported on the downtown Trick or Treat event, First City Festival, and a new downtown business.*

## **11. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at 10:07 P.M..*

Respectfully submitted,

---

Jakob S. Wiley, City Recorder

Date Approved: \_\_\_\_\_



## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Scott Archer, Parks and Recreation Director

---

#### **SUBJECT:**

Item 8.a. - Removal of Dead Elm at Library Park by City Staff (SP-25-00056)

#### **STAFF RECOMMENDATION:**

Parks & Recreation and Planning Staff are seeking direction from the City Commission on the appropriateness of removing a dead 43" DBH elm tree at Library Park, located at 606 John Adams St, and the mitigation plan proposed by Ryan Fay, Field Consulting Arborist at Bartlett Tree Experts.

#### **EXECUTIVE SUMMARY:**

Oregon City Parks & Recreation are proposing removal of the 43" DBH Elm tree at Library Park, located at the corner of John Adams St and 7th St. This tree qualifies for City Commission consideration of removal under the City Staff Removal of Significant Public Trees Policy (Resolution 20-33) due to its diameter measuring larger than 40 inches. The project has also been reviewed by Planning staff according to the standards in the Tree Protection, Preservation, Removal, and Replanting code in OCMC 17.41 through a Type I Minor Site Plan & Design Review application under file # SP-25-00056.

#### **BACKGROUND:**

In May 2025, Parks & Recreation staff noticed the American Elm (*Ulmus americana*) located near the corner of John Adams St and 7th St at Library Park was showing significant decline and did not leaf out following the winter season. Bartlett Tree Experts was contacted to provide a visual tree assessment. Parks staff walked the site with Bartlett Tree Experts on May 19, 2024 to confirm the scope of work. Bartlett Tree Experts provided a quote for removal services. On June 2, Ryan Fay, a Certified Field Consulting Arborist from Bartlett Tree Service, completed the physical inspection of the elm tree and submitted a report recommending removal of the tree to Parks & Recreation staff on June 16.

On June 23, Parks & Recreation staff submitted these documents along with a City Staff Removal of Significant Public Trees application and Type I Minor Site Plan & Design Review application to Planning Staff for review and processing. On July 17, Planning staff created a Public Notice sign in accordance with Resolution 20-33 and Parks & Recreation Staff placed the sign on the tree according to policy more than 14 days prior to the August 6 City Commission meeting. Planning staff also created a project page on the City website and provided all relevant submitted documents explaining the project on the webpage.

After reviewing all submitted application materials, Planning staff have determined that the

project meets the requirements of Resolution 20-33 and OCMC 17.41, but seeks direction from the City Commission on a final decision as required by the Resolution, since the American Elm in question measures more than 40 inches in DBH.

While not required by Resolution 20-33 or OCMC 17.41, Parks & Recreation staff have proposed mitigation plantings in response to the tree removal, and a Mitigation Plan, prepared by Bartlett Tree Experts, has been submitted into the record for consideration with this tree removal project.

No public comments have been received between July 17 and July 29. Public comments received between July 29 and August 6 will be added to the record prior to the City Commission meeting on August 6.

**OPTIONS:**

1. Approve removal of the 43" DBH American Elm tree with offsite mitigation as proposed.
2. Approve removal of the 43" DBH American Elm tree with an alternative mitigation plan as directed by the City Commission.
3. Deny the removal of the 43" DBH American Elm tree and provide further direction to Staff.

**BUDGET IMPACT:**

N/A

Jude Thaddaeus  
Planner  
City of Oregon City  
695 Warner Parrott Road  
Oregon City, OR 97045

RE: Tree Removal Application  
Library Park (606 John Adams St)  
Dead Elm Removal

Dear Jude,

A summary of the project and the process used to seek approval for removal of a dead elm tree located at Library Park (606 John Adams St) is summarized below for your use in seeking approval from the City Commission.

#### Timeline

|               |                                                                                                                                                                                                                            |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| May 2025      | Parks staff noticed the American Elm ( <i>Ulmus americana</i> ) was showing significant decline and did not leaf out following the winter season. Bartlett Tree Experts was contacted to provide a visual tree assessment. |
| May 19, 2025  | Parks staff walked the site with Bartlett Tree Experts to confirm the scope of work. Bartlett Tree Experts provided a quote for these services.                                                                            |
| May 20, 2025  | Scope of work and proposal was approved by Parks Staff.                                                                                                                                                                    |
| June 2, 2025  | A Certified Field Consulting Arborist from Bartlett Tree Service completed the physical inspection of the elm tree.                                                                                                        |
| June 16, 2025 | A copy of the report from Bartlett Tree Service was provided to Parks staff to form the basis of an application for City Staff removal of trees.                                                                           |
| June 23, 2025 | Permit application materials (Type I Site Plan and City Staff Removal of Significant Public Trees application) are submitted to Planning for review.                                                                       |



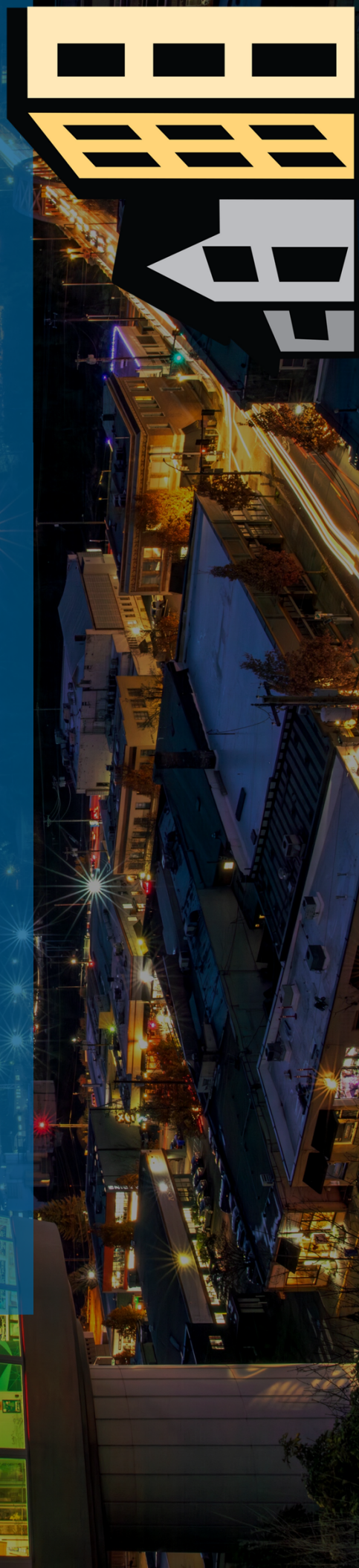
July 30, 2025  
Page 2

|                |                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July 17, 2025  | Project moves forward with City Commission approval process. Sign is posted on the tree. Project page is posted on City Tree Removal Notice webpage. Public comment period is 7/17/2025 to 8/6/2025.                                                                                                                                                                          |
| August 6, 2025 | Public hearing to consider proposed removal of the American Elm.                                                                                                                                                                                                                                                                                                              |
| TBD            | Depending on the outcome of the public hearing, staff will schedule removal of the American Elm by a qualified tree service contractor. Although mitigation is not required for this project according to OCMC 17.41.060, Parks & Recreation is proposing to replace the elm with a disease-resistant elm species. Mitigation planting will likely occur in the fall of 2025. |

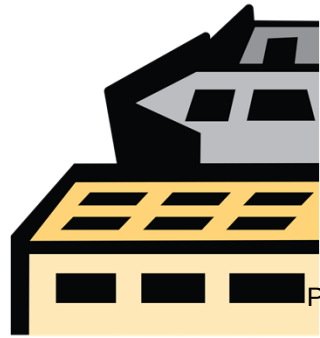
# Removal and Mitigation of Dead Elm Tree at Library Park



Scott Archer, Parks & Recreation  
Director



# Library Park – Existing Conditions







# Tree Assessment

- Completed by Certified Arborist on June 2<sup>nd</sup>, 2025
- Peer Reviewed by Master Arborist
- 43" DBH American Elm - categorized as dead
- Dead twigs and branches in crown
- Degraded bark and sapwood; loose bark sloughing

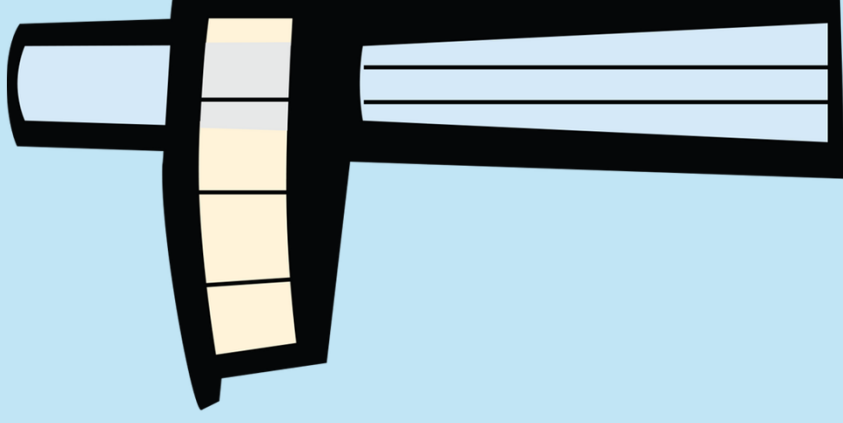
# Proposed Tree Mitigation

- According to OCMC 17.41.060, mitigation is not required for this project
- Parks & Recreation is voluntarily planning to mitigate the tree with a disease-resistant species of elm
- Mitigation will occur on site near the existing tree
- Planting will likely occur in Fall 2025, depending on the availability of these species at local nurseries



# Options for City Commission

- Option 1 – Approve removal of the proposed tree, with onsite mitigation as proposed.
- Option 2 – Approve removal of the proposed tree, with alternative mitigation as directed.
- Option 3 – Deny tree removal and mitigation. Provide staff further direction.



# TREE EVALUATION REPORT

June 12, 2025

Oregon City Parks and Recreation  
Oregon City Operations Center  
13895 Fir Street  
Oregon City, OR 97045  
Attn: Brandon Watt



**Clackamas Office**  
11814 SE Jennifer St.  
Clackamas, OR 97015  
Office: 503-722-7267

Brandon Watt,

You requested that I inspect one American Elm (*Ulmus americana*), located at 606 John Adams St. Oregon City, OR to evaluate overall condition. I visited the site to assess the tree on June 2nd, 2025. This letter is intended to accompany your tree removal permit application. My observations and Evaluation of the tree to be removed are summarized in the table below:

| Tree ID | Species                                 | DBH | Height | Condition Class | Observations or Conditions                                                                                                                                                                                                                     |
|---------|-----------------------------------------|-----|--------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | American Elm ( <i>Ulmus americana</i> ) | 43  | ~60    | Dead            | <ul style="list-style-type: none"><li>• Crown: dead twigs and branches.</li><li>• Structure/Form: open; typical of the species.</li><li>• Defects/Conditions: degraded bark and sapwood; loose bark sloughing (lower trunk section).</li></ul> |



**Photo 1:** Seasonal foliage was absent from the crown of American Elm #1

## Site Observations

606 John Adams Street is the site of the Oregon City Public Library in Oregon City, Oregon. The tree evaluated is located at the North corner of the property (#1). The tree crown extended over, walkways, benches, streets, parking, and the northern landscape comprised of turf grass.

## Tree Description

### American Elm #1

The crown of the mature American Elm was bare of seasonal foliage excluding a negligible percentage of epicormic growth showing green foliage and displayed no shoot elongation at the primary meristems (shoot tips). Several broken 2-4 inch diameter broken and hanging branches were present in all aspects of the crown. The upper crown showed sign of previous storm damage. Both restorative and maintenance pruning wounds were present throughout various aspects of the canopy.



# TREE EVALUATION REPORT

The American Elm was in late-stage decline. While the tree was bare of seasonal foliage during my June 2nd inspection, historical images show the extent of crown decline compared to adjacent trees of like species and age (Photo 2). Dry brittle twigs and branches extended over walkways and drive areas. Epicormic shoots emerged from the surface of declining branches. Numerous wounds throughout the crown showed signs of storm damage. Trunk and root collar bark had been delaminated from the cambium layer and degraded sapwood was visible. Response growth tissues were not visible at edges of loose sloughing bark indicating Vascular dysfunction.



**Photo 2:** The crown of American Elm was in severe decline when compared to adjacent trees of like species and age (image capture: August 2024 ©2025 Google).



**Photo 3:** Degraded bark sloughed from the trunk and root collar.



**Photo 4:** DBH taken on date of inspection.



# TREE EVALUATION REPORT

## Summary

The tree appeared to be in late-stage decline and vascularly compromised. I observed these conditions:

- Sparse crown of foliage with a negligible amount of foliage present at a stem height of 4 feet where epicormic growth was visible.
- Dry brittle twigs and branches.
- Degraded bark and sapwood.
- History of decay pathogen infection on-site; Dutch Elm Disease, *Ophiostoma sp.* (see diagnostic report from June 16, 2020; page 5).

The crown of the tree extended over sidewalks, parking, streets, benches and turf areas. Branches, stems, or roots may eventually fail as the progression of decline and decay advances. I recommend that you remove the tree evaluated.

Please feel free to contact me if you have any questions about my observations and Evaluation.

Prepared by:

Ryan Fay  
Field Consulting Arborist  
ISA Certified Arborist PN-8521A  
ISA Tree Risk Assessment Qualified

Provided by:

Lyle Feilmeier  
Regional Commercial Arborist Representative  
ISA Board Certified Master Arborist  
ISA Tree Risk Assessment Qualified



Ryan Fay  
Field Consulting Arborist

# TREE EVALUATION REPORT

## Limits of the Assignment

Information regarding the tree included in this report was obtained through a physical inspection conducted by Bartlett Tree Experts (BTE) Field Consulting Arborist Ryan Fay on June 2, 2023.

The inspection was performed from the ground for visual conditions.

This tree evaluation was not a tree risk assessment. As such, no trees were assessed for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this preservation plan.

## Assumptions and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles and ownership to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is evaluated as though free and clear, under responsible ownership and competent management.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.

Loss or alteration of any part of this report invalidates the entire report.

Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the persons to whom it is addressed, without the prior expressed written or verbal consent of the consultant.

This report, or any copy thereof, shall not be conveyed, in whole or in part, by anyone, including the client, to the public via any media type or outlet, without the prior expressed consent of the consultant specifically as to value conclusions, identity of the consultant, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant as stated in his qualification.

This report and values expressed herein represent the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plans or property in question may not arise in the future.

# TREE EVALUATION REPORT



Bartlett Tree Research Laboratories

## *Diagnostic Report*

---

|                  |                                                                                                            |                                                                |
|------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Client:          | <b>City of Oregon City</b><br>Oregon City Public Library<br>606 John Adams St<br>Oregon City, Oregon 97045 | Sample Number: 371497<br>Test Requested: Vascular Wilt Culture |
| Submitter:       | Lyle Feilmeier<br><a href="mailto:lfeilmeier@bartlett.com">lfeilmeier@bartlett.com</a>                     | Plant Name: American Elm ( <i>Ulmus americana</i> ) - Tree 2   |
| Office:          | Clackamas, OR                                                                                              |                                                                |
| Submission Date: | 03-Jun-20                                                                                                  |                                                                |
| Date Collected:  | 01-Jun-20                                                                                                  |                                                                |

---

### Diagnosis:

The Dutch elm disease (DED) fungus *Ophiostoma* sp. was recovered in culture from the submitted elm branch sample. All elms native to North America and Europe are susceptible to this pathogen, particularly the American elm (*Ulmus americana*). Asiatic elms (such as lace bark elm, *Ulmus parvifolia*) have higher levels of resistance and may not develop symptoms of the disease. DED is a serious disease of the tree's vascular system that will rapidly kill limbs and eventually the entire tree if left untreated. The fungal pathogen is spread from tree to tree by bark beetles and by underground root grafts between adjacent elms.

### Diagnosed by:

Mahsa Khorasani, Diagnostician

## Tree Evaluation Map







## City Staff Application for Removal of Significant Public Trees

*Please complete this packet and attach all required application materials. If any section of the application form is incomplete, the application will be returned.*

*This section to be completed by staff only:*

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_ Associated Permit #: **SP-25-00056**

☐ Tree Removal Subject to Public Tree Removal Policy ☐ Tree Removal Exempt from Public Tree Removal Policy

### ***Pursuant to City Commission Resolution No. 20-33 (Effective 12/04/2020)***

*Please use this form is for tree removal on City-owned property, Urban Renewal owned property, City-initiated tree removal within the public right-of-way to determine whether or not the City's public tree removal policy applies to the proposed tree removal. The purpose of this review is to reduce unnecessary tree removal by the City and provide public notification and other best practices when such removal occurs.*

Applicant Name: Brandon Watt Department: Parks

Phone: 503-314-5147 Email: Bwatt@orccity.org

Address or Map and Tax Lot: Library 606 John Adams St

## 1. Permits Required

Depending on the location of the trees proposed to be removed, additional permits are required. Please complete and attach the additional forms required.

Location of Tree(s) Proposed to be Removed:

☒ City-owned property or Urban Renewal owned property  
In addition to this form, please complete and attach a [Type I Site Plan and Design Review Main Application](#), and [Addendum 4b for Tree Removal](#).

☐ Public Right-of-Way  
In addition to this form, please complete and attach a [Street Tree Removal permit application form](#).

### *Staff Only*

Have required permit applications been submitted?

☐ Yes ☐ No

## 2. Applicability of Public Tree Removal Policy

Please identify the number of trees being removed which meet the size requirements listed. If the trees being removed are smaller than the sizes listed in the table below, please continue to the Section 3 (Exemptions).

| Tree Species                                      | Threshold (D.B.H)* | Actual D.B.H. | # of Trees Being Removed |
|---------------------------------------------------|--------------------|---------------|--------------------------|
| Oregon White Oak ( <i>Quercus garryana</i> )      | 8"+                |               |                          |
| Douglas Fir ( <i>Pseudotsuga menziesii</i> )      | 18"+               |               |                          |
| Western Red Cedar ( <i>Thuja plicata</i> )        | 12"+               |               |                          |
| Ponderosa Pine ( <i>Pinus ponderosa</i> )         | 12"+               |               |                          |
| Western Yew ( <i>Taxus brevifolia</i> )           | 6"+                |               |                          |
| Pacific Dogwood ( <i>Cornus nuttallii</i> )       | 5"+                |               |                          |
| Coastal Redwood ( <i>Sequoia sempervirens</i> )   | 12"+               |               |                          |
| Giant Sequoia ( <i>Sequoiadendron giganteum</i> ) | 12"+               |               |                          |
| Pacific Madrone ( <i>Arbutus menziesii</i> )      | 5"+                |               |                          |
| Other deciduous tree species                      | 20"+               | 42"           | 1                        |
| Other evergreen trees                             | 18"+               |               |                          |

\*D.B.H. = Diameter at Breast Height = 4.5 feet above ground.

### 3. Exemptions

Please identify if any of the following exemptions apply to the proposed tree removal.

- ☐ The trees are smaller than the minimum D.B.H. identified in the table above.
- ☐ The trees are within a habitat restoration area. Please note the habitat restoration project must have been approved by the Planning Division through the appropriate land use process.
- ☐ The trees are within or abutting water quality facilities.
- ☐ The trees are on the Oregon City Nuisance Plant List or otherwise classified as invasive or problem species in the region.
- ☐ The trees are imminent hazard trees. Imminent hazard trees, as defined in OCMC 17.04.1370 may be removed without notification before a permit is obtained due to the necessity to respond to the hazard and restore public safety as soon as possible. Examples include if the tree has fallen across the roadway or if it is leaning significantly due to a heavy windstorm and likely to fall within the next 72 hours, or when a tree is damaged by a vehicle collision. A determination of imminent hazard is made in the field by the City of Oregon City Public Works, or emergency personnel, a forester, or a certified arborist. **Permits shall be obtained after the imminent hazard has been removed and any applicable replacement requirements shall be followed.** The responding personnel shall provide details of the tree species, size and condition to the extent practicable. Photos and documentation of the hazardous conditions shall be provided with the permit application for tree removal to verify the tree was hazardous, but arborist reports are not required.

*17.04.1370 - Tree, imminent hazard.*

*"Imminent hazard tree" means a hazardous tree as defined in OCMC 12.32.020, all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed.*

If the proposed tree removal is exempt from the public tree removal policy in accordance with one of the exemptions above, you have completed the worksheet. If the proposed tree removal is not exempt, please proceed to Consideration of Alternatives to Tree Removal.

|                                                            |                             |               |
|------------------------------------------------------------|-----------------------------|---------------|
| Staff Only                                                 |                             |               |
| Is the project exempt from the public tree removal policy? |                             |               |
| Yes <input type="checkbox"/>                               | No <input type="checkbox"/> | Initial _____ |

**If the project is not exempt, please continue the form.**

#### 4. Consideration of Alternatives to Tree Removal: Initial Documentation

The department requesting removal shall document the tree location, size, and species (if known), the reason for the proposed removal, and alternatives considered in a written justification memo. The memorandum must contain an analysis of alternatives to removal, which may include one or more of the following methods:

- Root pruning
- Canopy pruning
- Changing the location of existing or proposed structures and public utilities
- Other alternatives as applicable.

Following analysis of alternatives the memo shall include a recommended course of action, which takes into account the alternatives considered and whether the alternative is / is not feasible, and why.

Please attach the alternatives analysis in a separate memo or complete the following:

Tree Location (Include Map): Library 606 John Adams St

Size: 42" DBH

Species: American Elm

Reason for Removal: Has Dutch Elm Disease, see arborist report.

#### Alternatives to Removal and Rough Cost Estimate:

Alternative #1: Treat tree with Dutch Elm vaccination injection - Up to \$1,000

Alternative #2: Leave the tree standing

Alternative #3:

#### Conclusions/Recommended Course of Action:

According to the Arborist report the tree is dead and needs to be removed. At this point it is too late to treat the tree with an injection, and leaving the tree standing would create a hazard.



Name of Staff who Completed Analysis: Bartlett Tree Service

## 5. Consideration of Alternatives to Tree Removal: Third Party Review

The above will be reviewed by a department manager, who will send the memo to a third party (an arborist or a staff assessment team) for review. The department may choose to send the justification memo to either:

- Option #1: A Certified Arborist (Required for Trees over 40" D.B.H.)
- Option #2: Staff Assessment (A minimum of 2 Public Works/Parks staff members and 1 from Planning)

Please identify all of the third-party reviewers, who have reviewed the justification memo, and submit their written conclusions.

☒ Certified Arborist Name: Ryan Fay Certification #: PN-8521A

☐ Staff Assessment Team

Name \_\_\_\_\_ Department \_\_\_\_\_

Name \_\_\_\_\_ Department \_\_\_\_\_

Name \_\_\_\_\_ Department \_\_\_\_\_

Has the third-party reviewers' written conclusion memo been submitted? ☒ Yes ☐ No

| Staff Only                              |                              |                                           |
|-----------------------------------------|------------------------------|-------------------------------------------|
| Have all required memos been submitted? | <input type="checkbox"/> Yes | <input type="checkbox"/> No Initial _____ |

## 6. Public Notice

The following public notices are required and will be prepared by Planning staff:

### • Physical Notice

A physical notice is required to be posted on the tree proposed for removal for a minimum of 14 calendar days. This period is intended to provide an opportunity for the public to contact the applicant with questions and comments about the proposed tree removal. Notices shall be provided by the Planning Division on 8.5 X 11 laminated paper with the words "NOTICE OF PROPOSED TREE REMOVAL" in bold, 48-point font and the website where the public may download the permits, arborist reports and associated documentation. Notices shall be tied to the tree with twine or wire. No screws or nails shall be used. The notice will be created by the Planning Division, but will be placed and monitored by the department proposing removal.

### • Email Transmittal

Staff will send email transmittal to affected departments and agencies requesting comment on the proposed tree removal.

### • City Manager Review

If there remain unresolved questions or concerns regarding the proposed tree removal after the public notice, the removal shall be referred to the City Manager for further review. The City Manager may decide to move forward with the tree removal or cease the tree removal process.

| Staff Only                     |                              |                             |
|--------------------------------|------------------------------|-----------------------------|
| Date Notice Posted on Website: | _____                        |                             |
| Affidavit Submitted:           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Email Transmittal Sent Out:    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Comment Period Deadline:       | _____                        |                             |
| City Manager Review Required?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## 7. Additional Requirements

### Reuse/Repurposing of Wood

Trees proposed for removal which are subject to this policy, free from infestation, and 25 inches D.B.H. or greater, shall be repurposed for use by the City and/or public if feasible. Depending on the quality of the wood, it may be utilized for environmental enhancement, furniture or crafts. The Natural Resources Committee recommends that in natural areas and next to streams, leaving large woody debris in place may help to improve fish and wildlife habitat, and that the use of wood for firewood should be allowed only if the wood cannot be repurposed any other way (e.g. cottonwood).

Does the proposed tree removal include removal of trees greater than 25 inches DBH which are free from infestation? ☐ Yes ☒ No

Is reuse/repurposing of wood proposed? ☐ Yes ☒ No

If yes, please explain how the wood would be reused or repurposed: \_\_\_\_\_

\_\_\_\_\_

| Staff Only              |                              |                                           |
|-------------------------|------------------------------|-------------------------------------------|
| Reuse of Wood Approved? | <input type="checkbox"/> Yes | <input type="checkbox"/> No Initial _____ |

### City Commission Hearing

Trees greater than 40" D.B.H. shall be placed on a City Commission consent agenda and notification will be sent to the Natural Resources Committee, Parks and Recreation Committee, and the Transportation Advisory Committee. The City Commission may decide to move forward with the tree removal or cease the tree removal process.

Does the proposed tree removal include removal of trees greater than 40 inches DBH? ☒ Yes ☐ No

| Staff Only                        |                              |                                           |
|-----------------------------------|------------------------------|-------------------------------------------|
| City Commission hearing required? | <input type="checkbox"/> Yes | <input type="checkbox"/> No Initial _____ |

### Large Tree Mitigation

Trees proposed for removal that are 50 inches or greater D.B.H. shall be mitigated with tree plantings within the city limits. No fee-in-lieu is allowed.

Does the proposed tree removal include removal of trees greater than 50 inches DBH? ☐ Yes ☒ No

Are all mitigation trees proposed to be planted within city limits? ☒ Yes ☐ No

Is fee-in-lieu of planting mitigation trees proposed? ☐ Yes ☒ No

Staff Only

Approved? ☐ Yes ☐ No Initial\_\_\_\_\_



## Community Development – Planning

695 Warner Parrott Road | Oregon City OR 97045

Ph (503) 722-3789

### Type I Minor Site Plan & Design Review

Staff use only:

File #: SP-25-00056 Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved

☐ Approved with Conditions

☐ Denied

Notes: \_\_\_\_\_

Applicant Name: Brandon Watt Phone #: 503-314-5147 Email: Bwatt@orc.org

Company: Oregon City Parks CCB #: \_\_\_\_\_ Business License #: \_\_\_\_\_

Owner Name: Parks Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☒ I hereby acknowledge that what results from my project will be properly maintained. (required for approval)

Site Address: 606 John Adams St Clackamas Co. Map/Tax Lot #: \_\_\_\_\_

Project Description: Removal of a Dead Elm tree.

Zoning: Parks Current Use of the Property: Public Library park

Are you proposing a change in use of the property? ☐ Yes ☐ No

#### Review Items: (check all that)

- ☐ Exterior Building Façade Changes ..... Complete **Addendum 1**
- ☐ Building Additions\* ..... Complete **Addendum 2**
- ☐ Parking Lot Changes\* ..... Complete **Addendum 3**
- ☐ Landscaping Changes ..... Complete **Addendum 4**
- ☒ Tree Removal ..... Complete **Addendum 4b**
- ☐ Outdoor Lighting Alterations..... Complete **Addendum 5**
- ☐ Pedestrian Circulation Changes ..... Complete **Addendum 6**
- ☐ Fences, Hedges, Walls, Retaining Walls ... Complete **Addendum 7**
- ☐ Mechanical Equipment Installations..... Complete **Addendum 8**
- ☐ Refuse Enclosure Projects ..... Complete **Addendum 9**
- ☐ Bicycle Parking Changes..... Complete **Addendum 10**
- ☐ Temporary Structures ..... Complete **Addendum 11**
- ☐ Demolition Projects ..... Complete **Addendum 12**
- ☐ Food Carts (Mobile Food Units)\* ..... Complete **Addendum 13**
- ☐ Outdoor Dining & Retail..... Complete **Addendum 14**

#### Addenda Required:

#### Other Review Items:

- ☐ Re-Roof Only ... Complete **Re-Roofing Addendum**
- ☐ Repair Work Only ... Complete **Repair Addendum**
- ☐ ADA Facility Installations, Upgrades, or Changes
- ☐ Shared Parking Agreements
- ☐ Phased Subdivision or Occupancy Plan for issuance of and early Certificate of Occupancy for when full development is not yet constructed\*

*\*Item may require an Extended Review.*

An Extended Review or a review of 3 or more Addenda will incur additional fees.

Consult the [Planning Fee Schedule](#) for more information.

Consult the *Guide to Addenda* to determine what documents are required for submission of a complete application.



## Community Development – Planning

695 Warner Parrott Road | Oregon City OR 97045

Ph (503) 722-3789

### Applicable Overlay Zones

Please identify all overlay districts identified on your Property Zoning Report. The presence of an overlay district may require public review in a Type II Minor Site Plan and Design Review process.

- |                                                                     |                                                             |                                                            |
|---------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Designated Historic Property               | <input type="checkbox"/> Historic Overlay District          | <input type="checkbox"/> Barlow Trail Corridor             |
| <input type="checkbox"/> Willamette River Greenway Overlay District | <input type="checkbox"/> High Water Table                   | <input type="checkbox"/> Geologic Hazards Overlay District |
| <input type="checkbox"/> Flood Management Overlay District          | <input type="checkbox"/> Natural Resources Overlay District | <input checked="" type="checkbox"/> Not Applicable         |

Does this application relate to other Building or Planning permits or reviews? ☒ **Not Applicable**

Please list all Building Permits or Planning files associated with this property and project:

### I have included the following items with my Type I Minor Site Plan & Design Review application:

Check all that apply.

- ☒ Site Plan (Required. See our webpage "[How To Draw a Site Plan](#)" for more information)
- ☐ Elevation drawings
- ☐ Vicinity Map
- ☐ Photos
- ☐ Required Addenda
- ☐ Other \_\_\_\_\_

### Additional Questions:

- Does the location of the proposed development include any public easement? ☐ Yes ☒ No  
Contact Public Works to attain any required permits. Public Works permit #: \_\_\_\_\_
- Does the proposal include any work within or projections over the right-of-way? ☐ Yes ☒ No  
Contact Public Works to attain any required permits. Public Works permit #: \_\_\_\_\_
- Does the proposal include utility work or changes to stormwater facilities? ☐ Yes ☒ No  
Contact Public Works to attain any required permits. Public Works permit #: \_\_\_\_\_

Public Works Development Services: 971-204-4601 or [ocpublicworks@orc.org](mailto:ocpublicworks@orc.org)

*Staff use only:*

Is the project eligible for Type I Site Plan and Design Review? Yes No Initials \_\_\_\_\_

Notes: \_\_\_\_\_

**Note:** There may be more information required once your application has been reviewed.



## Addendum 4b: Tree Removal

### Type I Minor Site Plan & Design Review

#### On-Site Tree Removal

Tree removal must comply with **OCMC Section 17.41.060**.

Are the trees located in parking lot landscaping? ☐ Yes ☒ No

If required parking lot trees are to be removed, complete Addendum 4: Landscaping as well.

Describe the proposed tree removal, including size, species and reason for removal: American Elm, 43"DBH  
Dead - at Oregon City Public Library - History of Dutch Elm Disease on-site - NOTE: This is a tree on City property -  
- this application is being submitted on behalf of Brandon Watt of Oregon City Parks and Recreation -

Is mitigation (replanting) required?

☐ No, the tree is on the **Oregon City Nuisance Species** List. Name of tree: \_\_\_\_\_

☒ No, a **Certified Arborist** Report says the tree(s) is/are dead, diseased, and/or hazardous.

☒ Certified Arborist report is attached and credentials have been entered on page 2.

☒ No, the tree is obviously dead and I have included photos for staff to confirm this.

☐ Yes. None of the above apply to my tree removal.

Mitigation, if required, identify preferred option: **1. Replacement** or **2. Fee-in-lieu**:

☐ **1. Replacement**

| Size of Tree Removed (DBH*) | # of Trees Proposed to be Removed | # of Trees Replanted for Each Tree Removed <i>within a Construction Area</i> | # of Trees Replanted for Each Tree Removed <i>outside of a Construction Area</i> | # of Mitigation Trees Required |
|-----------------------------|-----------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------|
| 6 to 12"                    |                                   | 1                                                                            | 3                                                                                |                                |
| 13 to 18"                   |                                   | 2                                                                            | 6                                                                                |                                |
| 19 to 24"                   |                                   | 3                                                                            | 9                                                                                |                                |
| 25 to 30"                   |                                   | 4                                                                            | 12                                                                               |                                |
| over 31"                    |                                   | 5                                                                            | 15                                                                               |                                |

\*DBH means inches of trunk diameter, measured at 4 ½ feet above ground level.

Total Number of Mitigation Trees Required: \_\_\_\_\_

Species Proposed\*\*: 1 Frontier Elm or Accolade Elm proposed by Certified Arborist

\*\*Removal of Oregon White Oak trees requires replacement with the same species.

☒ The Mitigation trees being planted will be at least 2" caliper deciduous or 6' tall coniferous.

Species were selected from:

☐ **OC Native Tree** List

☐ **OC Street Tree** List

☒ Approved by a Certified Arborist

Attach a tree mitigation plan showing the proposed location of mitigation trees, species and proposed planting date.

*Mitigation plans must be prepared by a Certified Arborist, horticulturalist, forester, or other environmental professional. Tree inventories for mitigation calculations may be prepared by a licensed surveyor. Please provide the information of the qualified professional who completed the tree mitigation plan.*

Name: Lyle Feilmeier

Company: Bartlett Tree Experts

Phone #: 503-519-9001

Email Address: lfeilmeier@bartlett.com

Certification # (if applicable): #MW-0173B

☒

Certified Arborist

☐

Horticulturalist

☐

Forester

☐

Environmental Professional: \_\_\_\_\_

☐

**2. Fee in Lieu.**

# of Trees for Fee in Lieu: \_\_\_\_\_

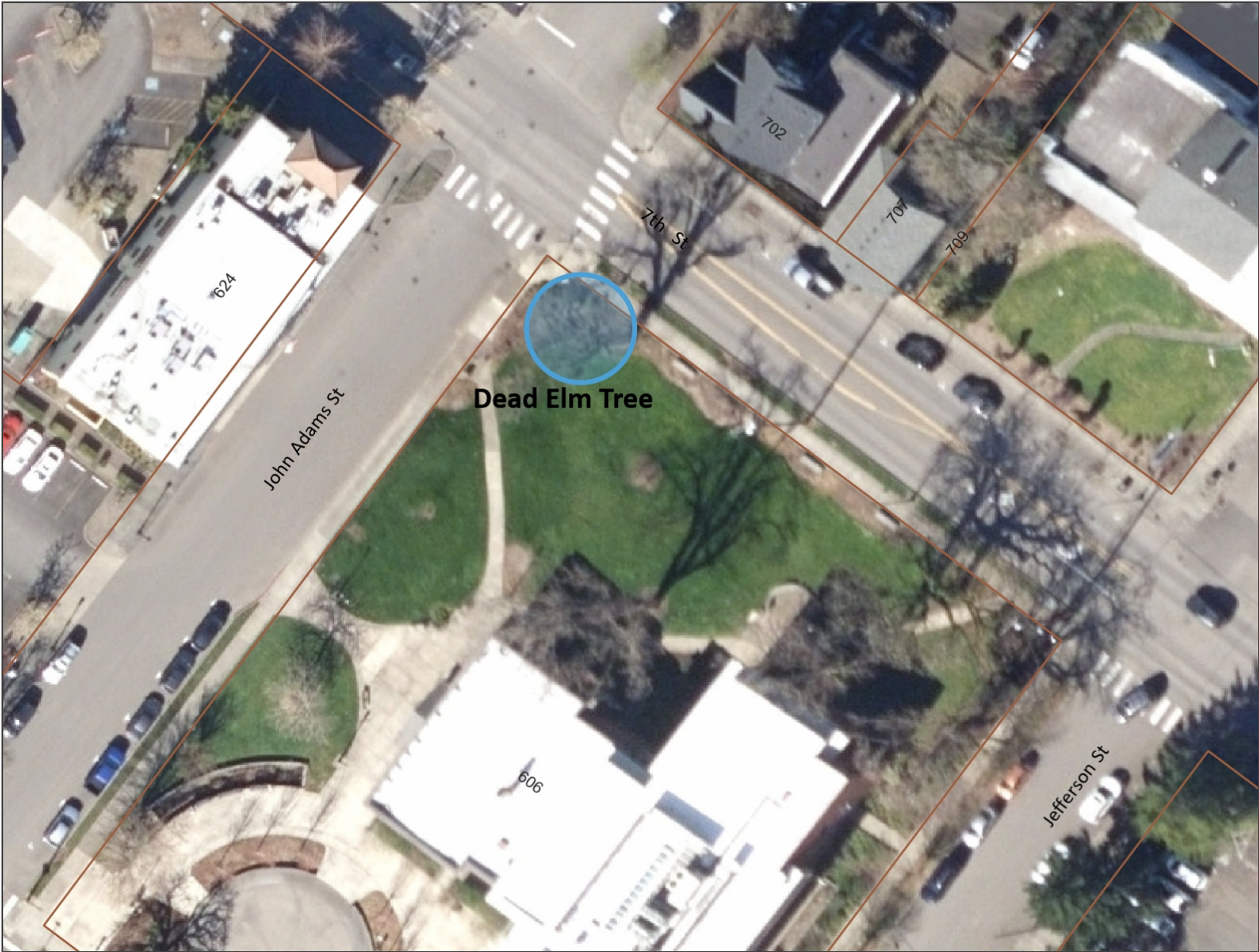
Consult the **Planning Fee Schedule** for the per tree fee in lieu cost.

Staff only: Standards met? Yes No Initials \_\_\_\_\_

Note: There may be more information required once your application has been reviewed.



Oregon City GIS Map



**Legend**

Street Names

Taxlots

Unimproved ROW

City Limits

UGB

Basemap

**Notes**

Location of the dead Elm tree to be removed

**Overview Map**

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

Map created 6/23/2025



1: 600

City of Oregon City  
PO Box 3040  
625 Center St  
Oregon City  
OR 97045  
(503) 657-0891  
[www.orecity.org](http://www.orecity.org)



# TREE MITIGATION - REPLANTING PLAN

July 9, 2025

Oregon City Parks and Recreation  
Oregon City Operations Center  
13895 Fir Street  
Oregon City, OR 97045  
Attn: Brandon Watt



**Clackamas Office**  
11814 SE Jennifer St.  
Clackamas, OR 97015  
Office: 503-722-7267

Brandon Watt,

You requested that I provide a mitigation plan showing the proposed location of mitigation trees, species and proposed planting date. I visited the site at The Oregon City Public Library to assess the tree on June 2nd, 2025. This letter is intended to accompany your tree removal permit process. My recommendations of species proposed for replanting and ideal planting dates and/or conditions are found below.

## Proposed Species for Replanting – Option #1

| Qty. | Common Name and Species                                                       | Caliper | Planting Dates                                                                                                           | Description                                                                                             |
|------|-------------------------------------------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1    | Accolade™ elm<br>- <i>Ulmus davidiana</i> var.<br><i>japonica</i><br>'Morton' | 2">     | Winter 2025-Spring 2026<br><br>Or when adequate irrigation for newly planted trees is readily available into Winter 2025 | <ul style="list-style-type: none"><li>• Height: 50 to 60 feet</li><li>• Spread: 30 to 40 feet</li></ul> |



**Photo 1:** *Ulmus davidiana* var.  
*japonica* 'Morton'

## General Information

Scientific name: *Ulmus davidiana* var. *japonica* 'Morton'

Pronunciation: UL-mus MORTON

Common name(s): Accolade™ elm

Family: Ulmaceae

USDA hardiness zones: 5 through 8

Uses: ACCOLADE is a vase shaped, medium to large, deciduous elm that reportedly has excellent resistance to Dutch elm disease, elm leaf miner and elm leaf beetle. In addition to its excellent disease and pest resistance, it is also noted for its vigorous growth, glossy dark green foliage and good yellow fall color.

Availability: generally available in many areas within its hardiness range

### Proposed Species for Replanting – Option #2

| Qty. | Common Name and Species                  | Caliper | Planting Dates                                                                                                           | Description                                                                                          |
|------|------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 1    | Frontier Elm-<br><i>Ulmus 'Frontier'</i> | 2">     | Winter 2025-Spring 2026<br><br>Or when adequate irrigation for newly planted trees is readily available into Winter 2025 | <ul style="list-style-type: none"> <li>• Height: 30-40 feet</li> <li>• Spread: 20-30 feet</li> </ul> |



**Photo 2:** *Ulmus 'Frontier'*

#### General Information

Scientific name: *Ulmus 'Frontier'*

Pronunciation: UL-mus

Common name(s): frontier elm

Family: Ulmaceae

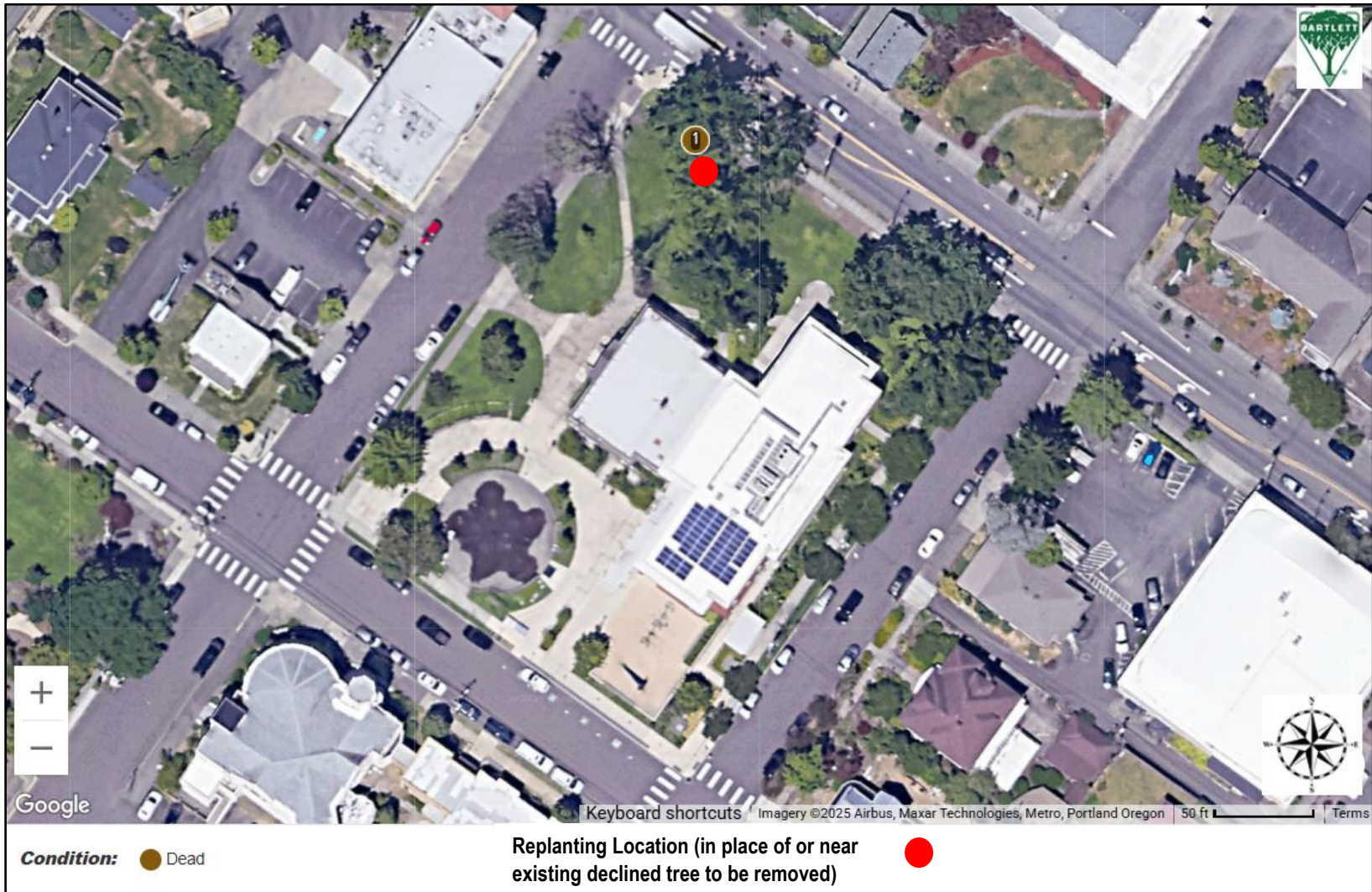
USDA hardiness zones: 4 through 7

Uses: The Frontier Elm is a cultivar of *Ulmus parvifolia*, called the Chinese or Lacebark Elm, which is native to much of Eastern Asia. This cultivar has been developed for its good resistance to the deadly Dutch elm disease, elm yellows, and the elm leaf beetle. This medium-sized tree is hardy and tolerant to drought, heat, and poor soil which make it well suited as a replacement for the many elms used residential landscapes and city streets that in the future will no longer be viable due to disease and climate stressors.

Availability: generally available in many areas within its hardiness range



## Mitigation Plan Map



## General Planting Guidelines

Successful tree planting involves matching the species to the site and using proper techniques. Assess the soil and site characteristics to ensure compatibility. Use small caliper trees for better root regeneration and survival rates. Prepare a wide planting area, making the hole 3-5 times wider than the root ball and no deeper than the root ball itself. Ensure the root collar is flush with the natural grade and remove any deformed roots. Water newly planted trees at least twice per week concentrating water on the root ball and immediately surrounding soil of newly planted trees. Finally, apply a two-to-three-inch layer of organic mulch, such as arborist woodchips, to conserve soil moisture and moderate soil temperature, and monitor the plant's health regularly to address any issues early.

Please feel free to contact me if you have any questions about my observations and recommendations.

Prepared by:

Ryan Fay  
Field Consulting Arborist  
ISA Certified Arborist PN-8521A  
ISA Tree Risk Assessment Qualified

Provided by:

Lyle Feilmeier  
Regional Commercial Arborist Representative  
ISA Board Certified Master Arborist  
ISA Tree Risk Assessment Qualified

A handwritten signature in black ink, appearing to read 'Ryan Fay', with a stylized, flowing script.

Ryan Fay  
Field Consulting Arborist



## CITY OF OREGON CITY

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

### Staff Report

---

**To:** City Commission **Agenda Date:** August 6, 2025  
**From:** Alexandra Rains, Assistant City Manager

---

#### **SUBJECT:**

Item 9.a. - McLoughlin Promenade

#### **STAFF RECOMMENDATION:**

Staff are seeking approval from the City Commission on the Acknowledgment Letters as well as guidance on next steps.

#### **EXECUTIVE SUMMARY:**

Approximately one year ago, the City Commission authorized the City Manager to initiate the process of identifying and formally acknowledging encroachments within the McLoughlin Promenade; the first step in pursuing the Promenade as a Park pursuant to the City Charter. Since then, staff have contacted all encroaching property owners, receiving varying responses, and provided updates to the Commission during a regular meeting on January 15, a work session on March 11, an additional site visit on April 16 and a final work session on June 10. This evening, staff are seeking approval from the City Commission on the Acknowledgment Letters as well as guidance on next steps.

#### **BACKGROUND:**

Approximately one year ago, the City Commission authorized the City Manager to initiate the process of identifying and formally acknowledging encroachments within the McLoughlin Promenade; the first step in pursuing the Promenade as a Park pursuant to the City Charter. Initially, the direction from Commission was to obtain license agreements with property owners who are encroaching onto the McLoughlin Promenade.

Since then, staff have contacted all encroaching property owners and received mixed responses regarding their willingness to sign the license agreements. This information was presented to the Commission on January 15, 2025, and public comments were received from several property owners. During that meeting, the Commission expressed a willingness to consider other approaches beyond encroachment licenses. The Commission then held a Work Session on March 11, 2025, to discuss each property and the requests made by various property owners. Consensus on next steps was reached for some but not all of the properties, so the Commission conducted a site visit on April 16, 2025, to assist with their future deliberations. Another Work Session was held on June 10, 2025, where the Commission indicated they favored the use of Acknowledgment Letters over Encroachment License Agreements and consensus was reached for a majority of the properties and are being presented this evening.

Attached to this staff report is the list of property owners with encroachments onto the promenade, along with aerial maps and Acknowledgment Letters for the properties requested at the Commission's last work session.

**OPTIONS:**

Staff are seeking approval from the City Commission on the Acknowledgment Letters as well as guidance on next steps.

**BUDGET IMPACT:**

Amount \$

Fiscal Year(s):

Funding Source(s):



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

524 High St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregcity.org](http://www.oregcity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|524 High St - 8.5x11L  
Plot Name: 524 High St - 8.5x11L - 20250618.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

515 High St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregcity.org](http://www.oregcity.org)



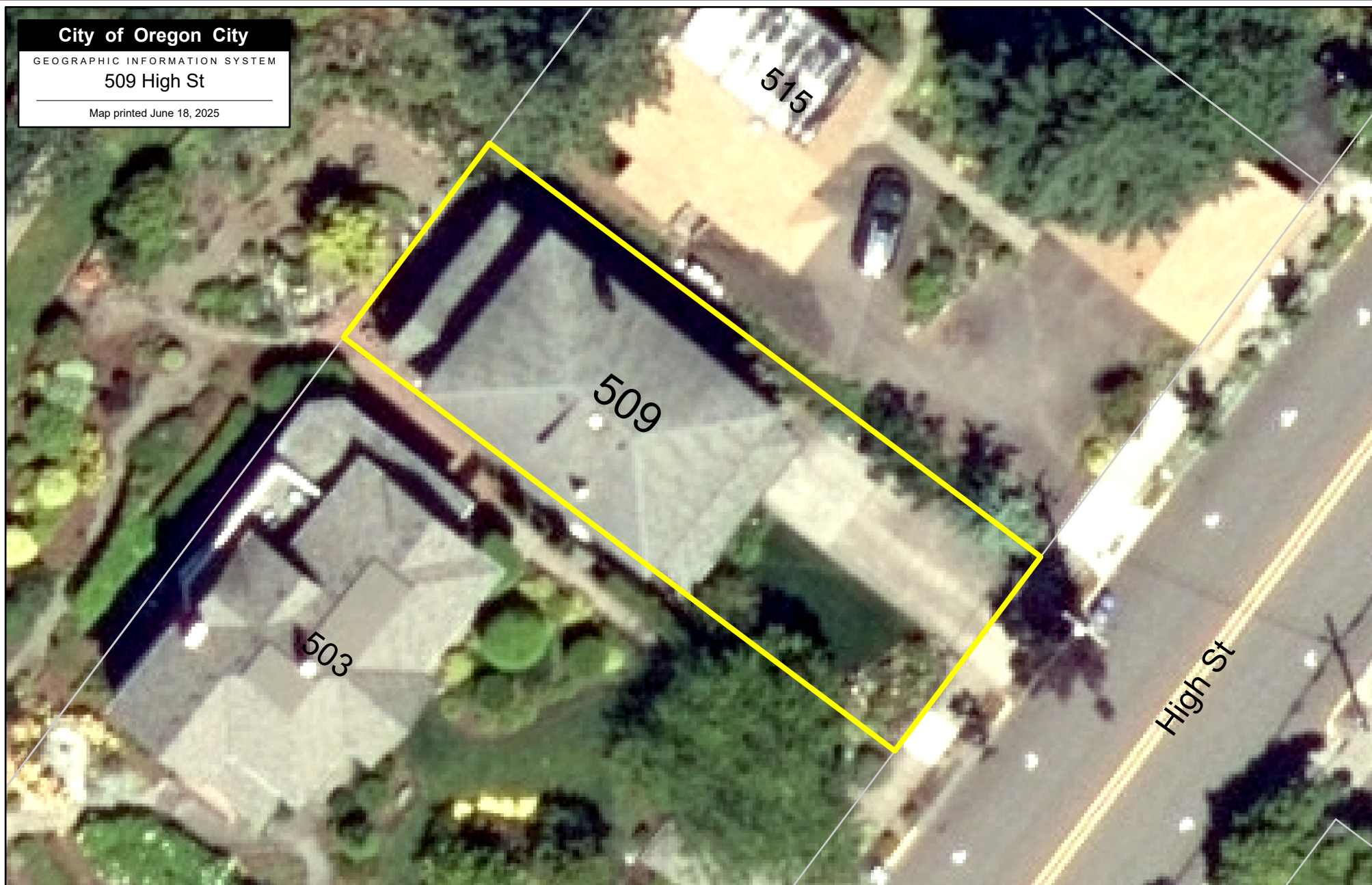
Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|515 High St - 8.5x11L  
Plot Name: 515 High St - 8.5x11L - 20250618.pdf

# City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

509 High St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregocity.org](http://www.oregocity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx[509 High St - 8.5x11L  
Plot Name: 509 High St - 8.5x11L - 20250618.pdf

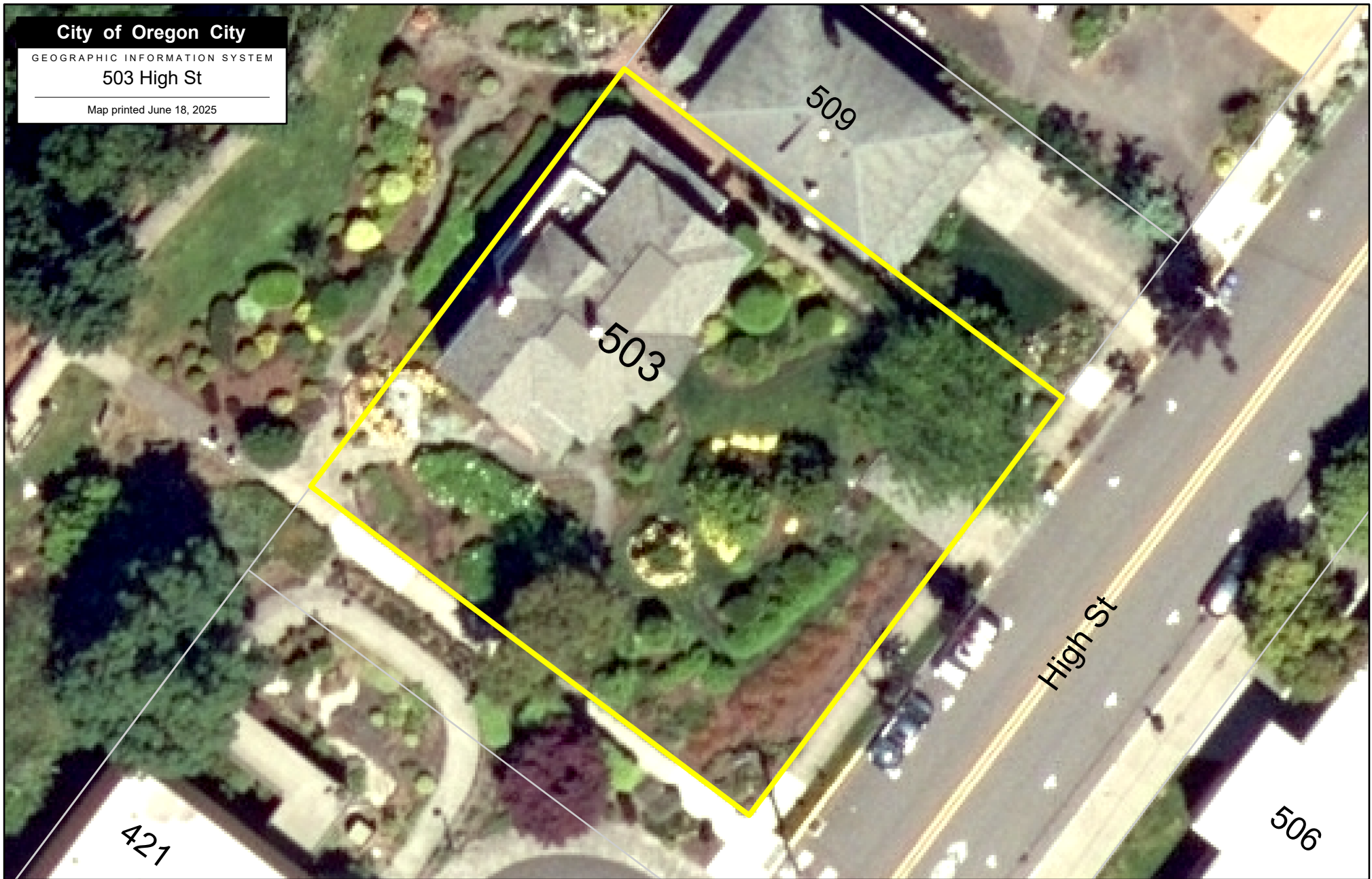


# City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

503 High St

Map printed June 18, 2025



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



0 25 50 Feet

1 inch = 25 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregocity.org](http://www.oregocity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx[503 High St - 8.5x11L  
Plot Name: 503 High St - 8.5x11L - 20250618.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

408 Promenade St

Map printed June 18, 2025



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



0 15 30 Feet

1 inch = 15 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregcity.org](http://www.oregcity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|408 Promenade St - 8.5x11L  
Plot Name: 408 Promenade St - 8.5x11L - 20250618.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

406 Promenade St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregocity.org](http://www.oregocity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|406 Promenade St - 8.5x11L  
Plot Name: 406 Promenade St - 8.5x11L - 20250618.pdf

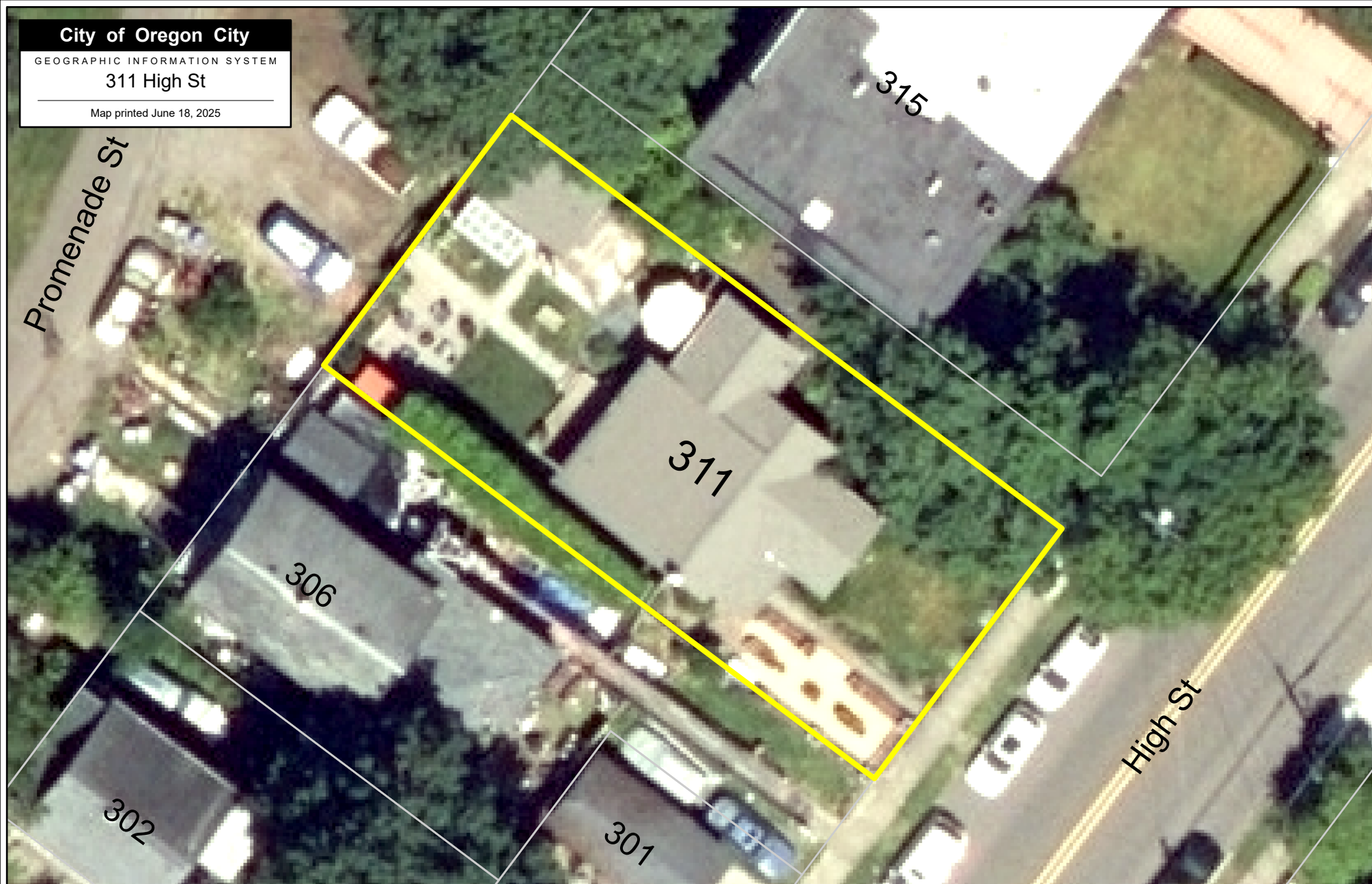


City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

311 High St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

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



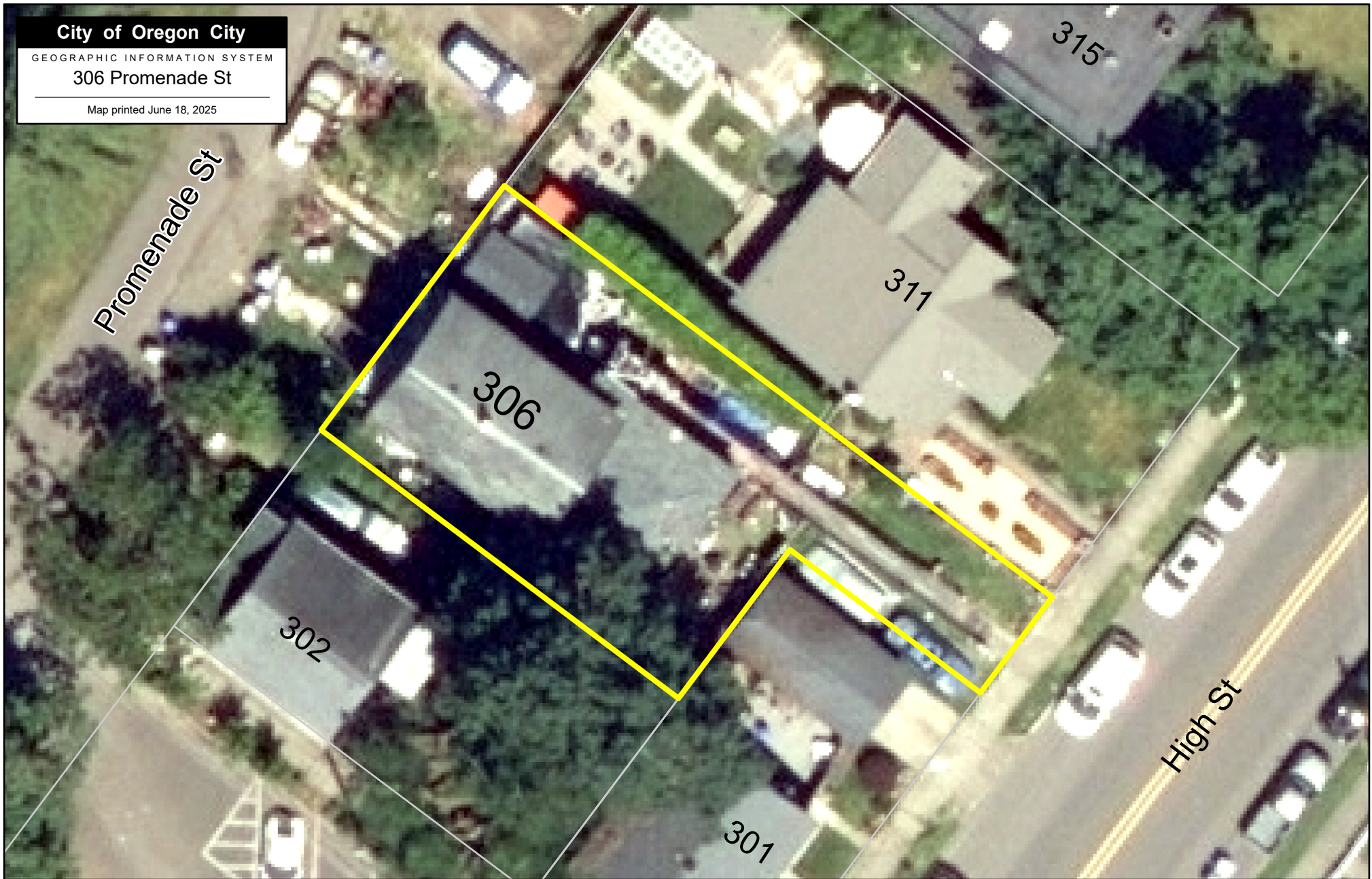
Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|311 High St - 8.5x11L  
Plot Name: 311 High St - 8.5x11L - 20250618.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

306 Promenade St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregocity.org](http://www.oregocity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx[306 Promenade St - 8.5x11L  
Plot Name: 306 Promenade St - 8.5x11L - 20250618.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

302 Bluff St

Map printed June 18, 2025

Promenade St

317

306

302

301

High St

6th St

216

Bluff St

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



0 20 40 Feet

1 inch = 20 feet

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



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|302 Bluff St - 8.5x11L  
Plot Name: 302 Bluff St - 8.5x11L - 20250618.pdf



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

210 & 214 Bluff St

Map printed June 18, 2025



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



0 30 60 Feet

1 inch = 30 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.orecity.org](http://www.orecity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx[210-214 Bluff St - 8.5x11L  
Plot Name: 210-214 Bluff St - 8.5x11L - 20250618.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

127 S High St

Map printed June 18, 2025

Tumwater Dr

116

127

201

203

S High St

401

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



0 25 50 Feet

1 inch = 25 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.orcity.org](http://www.orcity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|127 S High St - 8.5x11L  
Plot Name: 127 S High St - 8.5x11L - 20250618.pdf

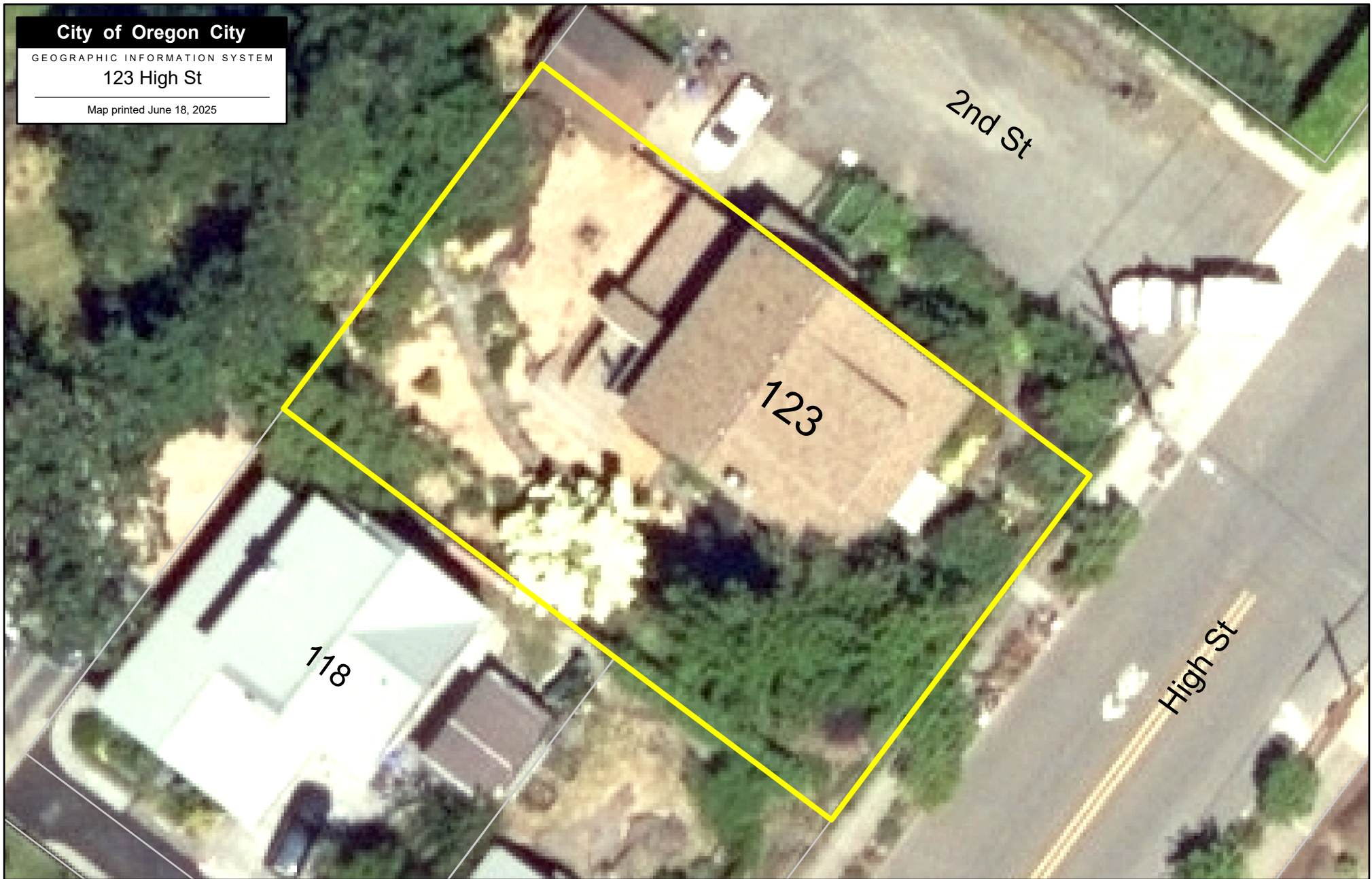


# City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

123 High St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregocity.org](http://www.oregocity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|123 High St - 8.5x11L  
Plot Name: 123 High St - 8.5x11L - 20250618.pdf



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

114 & 116 S Bluff St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregcity.org](http://www.oregcity.org)

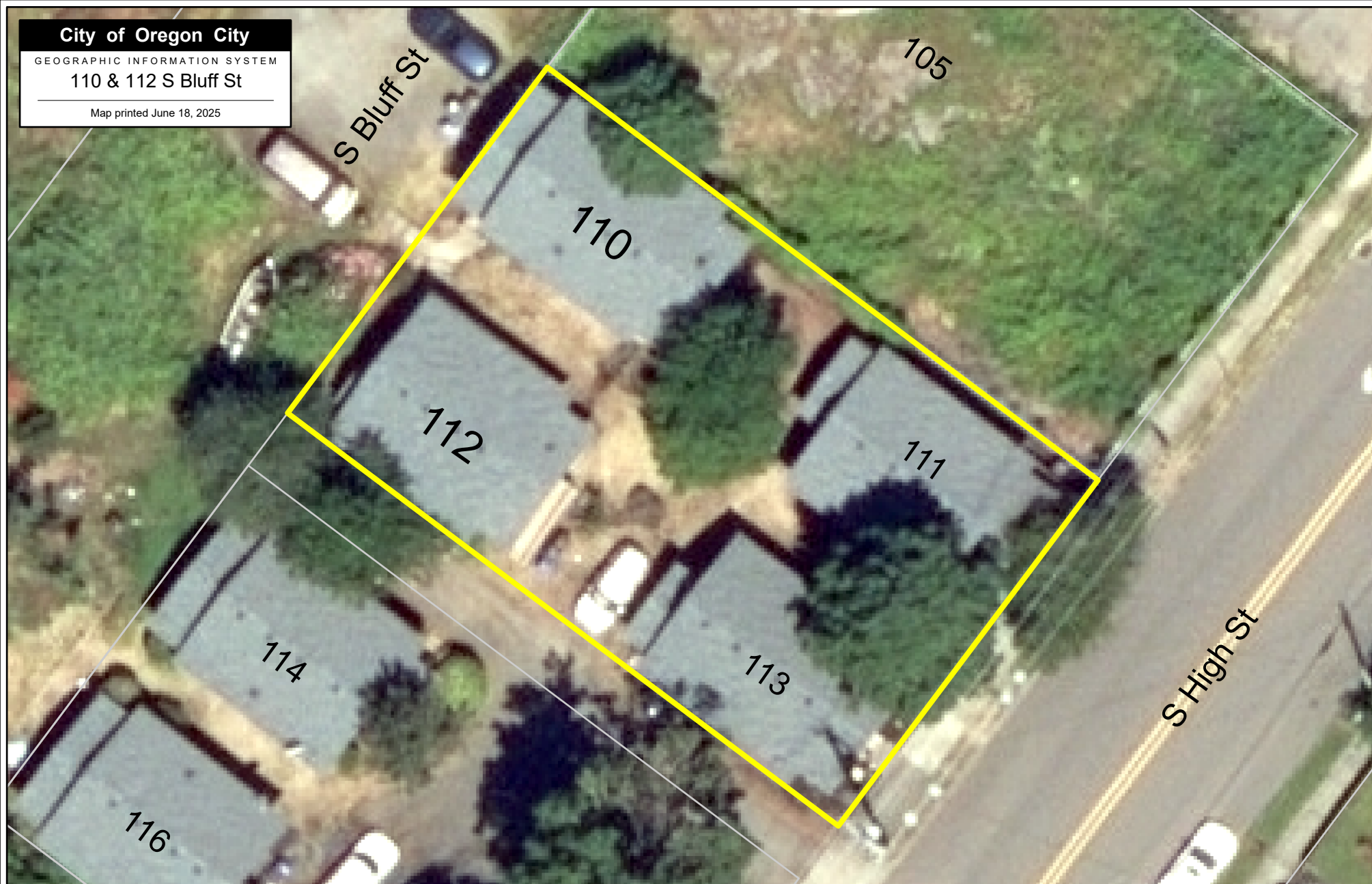


City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

110 & 112 S Bluff St

Map printed June 18, 2025



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



0 20 40 Feet

1 inch = 20 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregocity.org](http://www.oregocity.org)



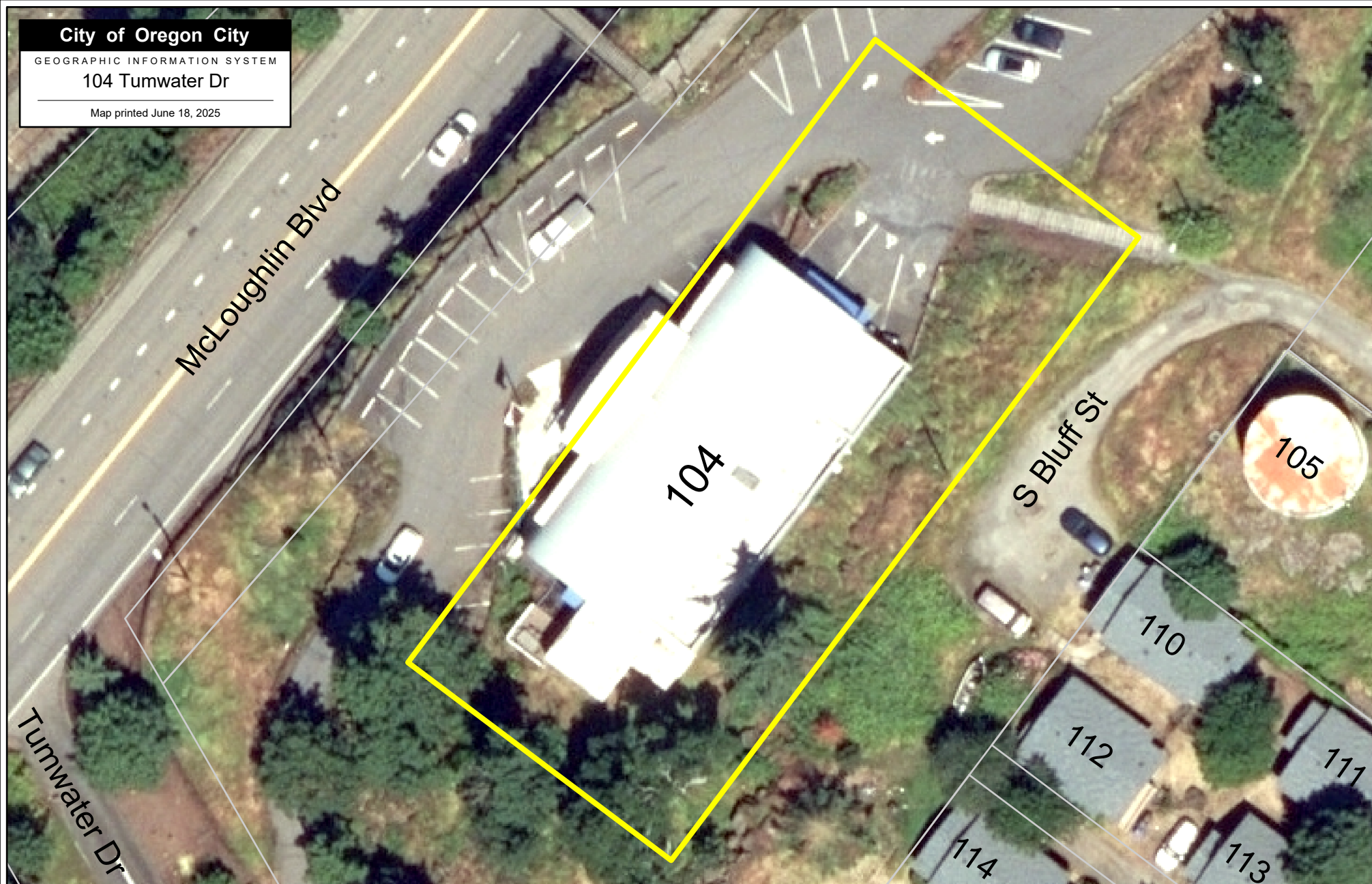


City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

104 Tumwater Dr

Map printed June 18, 2025



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



0 35 70 Feet

1 inch = 35 feet

City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.oregcity.org](http://www.oregcity.org)



Date: 6/18/25  
Map Name: McLoughlin Promenade Properties.aprx|104 Tumwater Dr - 8.5x11L  
Plot Name: 104 Tumwater Dr - 8.5x11L - 20250618.pdf

00/00/2025

Property #14 on list

127 S. High St.  
Oregon City, OR 97045

Dear David Demers,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. Beyond your back property line, areas of the Promenade have been terraced with rock walls, boulders and landscaping. This letter serves as formal acknowledgement that the City is granting you permission to continue your existing encroachment, provided there is no further alteration or expansion into the McLoughlin Promenade. Although the existing landscaping may remain and you are welcome to replant, without any expansion in coverage, you will be responsible for all improvement and maintenance costs. The City retains the right to seek removal of some or all of your encroachment at any time in the future. No further action is required of you.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #12 on list

118 Promenade St.  
Oregon City, OR 97045

Dear Russell Lathrop & Shelby Sundling,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. Landscaping, irrigation and gravel hardscaping to accommodate off-street parking have been installed in the Promenade. This letter serves as formal acknowledgement that the City is granting you permission to maintain the landscaping and irrigation system you've installed and to replant, without any expansion in coverage, at your own expense. However, all gravel or hardscaped parking areas within the Promenade area must be removed by [60 days from the date of this letter], or this matter will be turned over to code enforcement for further proceedings that may result in the imposition of fines. The City retains the right to seek removal of some or all of your encroachment at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #5 on list

302 Bluff St.  
Oregon City, OR 97045

Dear James Nicita,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The deck and stairs from your residence extends 10.4 feet into the Promenade. In addition, this area has been landscaped and is being used for vehicle parking. This letter serves as formal acknowledgement that the City is granting you permission to continue to occupy the Promenade with these identified encroachments, provided there is no alteration or further expansion into the McLoughlin Promenade. The City retains the right to seek removal of some or all of your encroachment at any time in the future. No further action is required of you.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506



00/00/2025

Property #6 on list

306 Promenade St.  
Oregon City, OR 97045

Dear Paul Creech,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The deck and stairs from the residence extend 8.7 feet into the Promenade. In addition, this area has been landscaped and is being used for vehicle parking. This letter serves as formal acknowledgement that the City is granting you permission to continue to occupy the Promenade with these existing encroachments, provided there is no alteration or further expansion into the McLoughlin Promenade.

The existing utility trailer and all trash must be removed by [60 days from the date from this letter] or this matter will be turned over to code enforcement for further proceedings that may result in the imposition of fines. The City retains the right to seek removal of some or all of your encroachment at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orccity.org](mailto:arains@orccity.org)  
503-496-1506

00/00/2025

Property #3 on list

214 Bluff St.  
Oregon City, OR 97045

Dear AK Ventures LLC,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The deck attached to the residence extends 2.8 feet into the Promenade area. This letter serves as formal acknowledgement that the City is allowing this existing deck encroachment to remain. Although routine maintenance may occur, any expansion or alteration of the deck into the McLoughlin Promenade is prohibited.

All other encroachments, such as the fire pit, chairs, and any decorative rock borders must be removed on or before [60 days from the date of this letter] or this matter will be turned over to code enforcement for further proceedings that may result in the imposition of fines. The City retains the right to seek removal of some or all of these encroachments at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #17 on list

524 High St.  
Oregon City, OR 97045

Dear Katie Palmer,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. Beyond your back property line, areas of the Promenade have been terraced with rock walls, boulders and landscaping. This letter serves as formal acknowledgement that the City is granting you permission to continue your existing encroachment provided there is no further alteration or expansion into the McLoughlin Promenade. Although the existing landscaping may remain and you are welcome to replant, without any expansion in coverage, you will be responsible for all improvement and maintenance costs. The City retains the right to seek removal of some or all of your encroachment at any time in the future. No further action is required of you.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #9 on list

503 High St.  
Oregon City, OR 97045

Dear Jon Rand,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. A concrete patio on the west side of the residence extends into the Promenade by 3.6 feet as well as landscaping improvements including plantings, intertwining gravel pathways and signage. This letter serves as formal acknowledgement that the City is granting you permission to continue your existing encroachment provided there is no further alteration or expansion into the McLoughlin Promenade. Although the existing landscaping may remain and you are welcome to replant, without any expansion in coverage, you will be responsible for all improvement and maintenance costs.

All signage that indicates the encroachment area is private property or otherwise not available for public use must be removed. Failure to remove the sign within [60 days from the date of this letter] days may result in the matter being turned over to code enforcement for further proceedings that may result in the imposition of fines. The City retains the right to seek removal of some or all of your encroachment at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orccity.org](mailto:arains@orccity.org)  
503-496-1506

00/00/2025

Property #8 on list

408 Promenade St.  
Oregon City, OR 97045

Dear Daniel Arone,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The existing building, deck and stairs collectively extend 5.3 feet into the Promenade and additional areas have been paved for vehicle parking use. This letter serves as formal acknowledgement that the City is granting you permission to continue to occupy the Promenade with these identified encroachments, provided there is no alteration or further expansion into the McLoughlin Promenade. The City retains the right to seek removal of some or all of your encroachment at any time in the future. No further action is required of you.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #7 on list

406 Bluff St.  
Oregon City, OR 97045

Dear 406 Bluff Street LLC,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The west edge of the building is 0.2 feet into the Promenade, the west edge of the deck is 5.2 feet into the Promenade, and the stairs are 8.7 feet into the Promenade. In addition, this area has been improved for use for vehicle parking. This letter serves as formal acknowledgement that the City is granting you permission to continue to occupy the Promenade with the encroachments that include the structure, deck, stairs and parking, provided that there is no further alteration or expansion into the McLoughlin Promenade.

Additional encroachments, including a short section of picket fencing running perpendicular to Bluff Street, signage, planting pots and a decorative landscape feature must be removed by [60 days from the date of this letter] or this matter will be turned over to code enforcement for further proceedings that may result in the imposition of fines. The City retains the right to seek removal of some or all of these encroachments at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orccity.org](mailto:arains@orccity.org)  
503-496-1506



00/00/2025

Property #10 on list

515 High St.  
Oregon City, OR 97045

Dear Philip & Vicki Yates,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The primary structure is located .6 feet over the property line encroaching into the Promenade area. This letter serves as formal acknowledgement that the City is willing to vacate the portion of the promenade where the foundation of your home is located. You can initiate this process by filing an application for vacation. The City will notify you regarding next steps to prepare the legal documents necessary to complete the vacation process.

[Include information on costs assigned to Philip and Vicki Yates by the Commission]

Additionally, you have installed landscaping along with an irrigation system in the encroachment area. These items may remain and although you are welcome to replant at your expense, without any expansion of coverage, no further expansion into the McLoughlin Promenade is allowed. The City retains the right to seek removal of some or all of your encroachment at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #11 on list

110, 112, 114 & 116 S. Bluff St.

Oregon City, OR 97045

Dear LKR Ventures,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The area between S. Bluff Street and the homes is actively used for access and off-street parking for commuter vehicles as well as recreational vehicle storage. This letter serves as formal acknowledgement that the City is granting you permission to continue your existing encroachment, provided there is no further alteration or expansion into the McLoughlin Promenade. Any trailers or boats that are currently being stored in the encroachment area must be removed by [60 days from the date of this letter], or this matter will be turned over to code enforcement for further proceedings that may result in the imposition of fines. The City retains the right to seek removal of some or all of your encroachment at any time in the future.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orccity.org](mailto:arains@orccity.org)  
503-496-1506

00/00/2025

Property #2 on list

123 High St.  
Oregon City, OR 97045

Dear Greg and Carrie Rose,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. An existing accessory structure extends 1.8 feet into the Promenade area. This letter serves as formal acknowledgement that the City is granting you permission to continue your existing encroachment within the Promenade, provided that there is no further alteration or expansion into the McLoughlin Promenade. The City retains the right to seek removal of some or all of your encroachment at any time in the future.

This accessory structure also encroaches into the 2nd Street right-of-way (ROW) and requires a permit to remain in its current location as set forth in Oregon City Municipal Code 12.04.120. The ROW Permit is \$689; however, the Commission is willing to discount the permit by \_\_\_\_% for a total of \_\_\_\_\_. Please submit the ROW permit application by [60 days from the date of this letter] to receive the discount. If a ROW application is not filed by the deadline, the permit discount will be rescinded, and this matter may be turned over to code enforcement for further proceedings that may result in the imposition of fines.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orccity.org](mailto:arains@orccity.org)  
503-496-1506

00/00/2025

Property #1 on List

104 Tumwater Dr.  
Oregon City, OR 97045

Dear VFW Post 1324,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come. We thank you for engaging with the City in this effort.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. The deck of the VFW Building extends 6.8 feet north of the property line onto the Promenade and a portion of the building itself is 1.7 feet into the Promenade. This letter serves as formal acknowledgement that the City is willing to accept your proposal and complete the necessary vacations and lot line adjustments. You can initiate this process by filing applications for the vacation and the lot line adjustments. The City will notify you regarding next steps to prepare the legal documents necessary to complete the process.

[Include information on costs assigned to the VFW by the Commission]

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

00/00/2025

Property #4 on the list

210 Bluff St.  
Oregon City, OR 97045

Dear AK Ventures LLC,

As you are aware, the City is in the process of identifying and notifying owners of encroachments within the McLoughlin Promenade. This is the first step in pursuing designation of the McLoughlin Promenade as a Park pursuant to the City Charter. A charter park designation would add a layer of protection to the Promenade where voter approval would be necessary for any future sale, vacation or major change in use of the property, ensuring this special place will be enjoyed for generations to come.

You are receiving this letter because your property has been identified as one of several lots with an existing encroachment. This letter serves as formal notice that all items within the encroachment area including but not limited to flower pots, staked items, rock walls and landscape plantings, must be removed by or before [60 days from the date of this letter] or this matter will be turned over to code enforcement for further proceedings that may result in the imposition of fines.

We recognize this was a lengthy process and we thank you for your patience while we worked towards a solution. Should you have any questions or concerns, please feel free to contact the City.

Best,

Alex Rains  
Assistant City Manager  
[arains@orc.org](mailto:arains@orc.org)  
503-496-1506

## **Property #1**

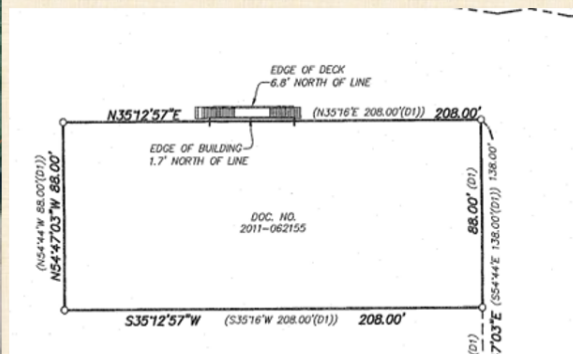
**Property Owner:** Three Rivers Post 1324 US Inc

**Property Address:** 104 Tumwater Dr., Oregon City, OR 97045

**Property Tax Identification Number:** 22E31CA03500

**Description / Depiction of Encroachment Area:**

### **104 Tumwater – Edge of deck 6.8' N of line**



**At 104 Tumwater, the deck of the VFW building extends 6.8 feet north of the property line into the Promenade area and a portion of the building itself is 1.7 feet into the Promenade area.**

**Description / Depiction of Approved Encroachment Use:** VFW Deck and Stairs, Building, Flagpole and barbeque area.

**Encroachment Property to be Removed:** None

Current Status: the Commission reached consensus during the June 10<sup>th</sup> Work Session to accept the VFW's proposal (included below) to complete necessary vacations and lot line adjustments to address existing encroachments. The estimated cost for the survey work is \$6,200, the vacation is \$1,373 and the lot line adjustment process is \$1,588 for a total of \$9,161.00 plus applicable recording fees. Staff are looking for direction from the Commission on the assignment of costs before proceeding with this process. An Acknowledgment Letter is provided as part of tonight's packet for approval.

\*The resulting parcel will be split zoned, however, this can be addressed later by the City in a legislative process at no cost to the property owner.





## **VFW Proposal to the City of Oregon City**

VFW Post 1324 (Post) makes the following proposal to The City of Oregon City (City) in order to clear any issues over trespasses in Promenade Park. It is our belief that this proposal will not only clear up any jurisdictional concerns, but greatly benefit the City as a whole.

Our understanding of the situation is that the Post is built beyond its property line and that the City has a staircase and a significant portion of the public parking lot with in the Posts property. In light of these joint concerns the Post proposes the following lot line adjustments to clear these concerns:

A – General note. Since the property lies on a bias to the North – South Cardinal points we will use only the cardinal directions (N, S, E and W) as a shorthand rather than the specific directions, as this is a proposal and the intent should be clear (see attached pictures).

B – 1. Move the Northern line South 24 feet. This will clear the stairs and a significant portion of the parking lot. This decreases the length of our lot from 208 feet to 184 feet. Additionally, this also adds 2112 square feet of park space.

2. Move the Eastern line West by 20 feet. This clears our property from any concerns with South Bluff Road. The Park gains 3680 square feet, and decreases our lot width from 88 feet to 68 feet.

C – The "bump out". The items in B clear the city of almost all of their concerns, however the Post needs additional room to clear their concerns. For this we propose a "bump out" on the West side of our lot.

1. 55 feet south from the new North line we would like an 18 foot extension running for 80 feet south. This would place the Post wholly within their property as well as the flag pole, flag burn pit and historic rock wall. This area would be 1440 square feet.

The proposed changes in b and c will result in an overall increase of 4352 square feet to Promenade Park. As such the Post proposes that all expenses resulting from these changes be borne by the City. Additionally, the Post is willing to sign an agreement that the City will have full, unfettered access to the park, as well as the use of the Post's 3 handicap parking spaces for as long as the City maintains the parking area.

### **VFW POST 1324**

104 Tumwater Dr./PO Box 11  
Oregon City, OR 97045

503.655.6969

vfw1324@gmail.com





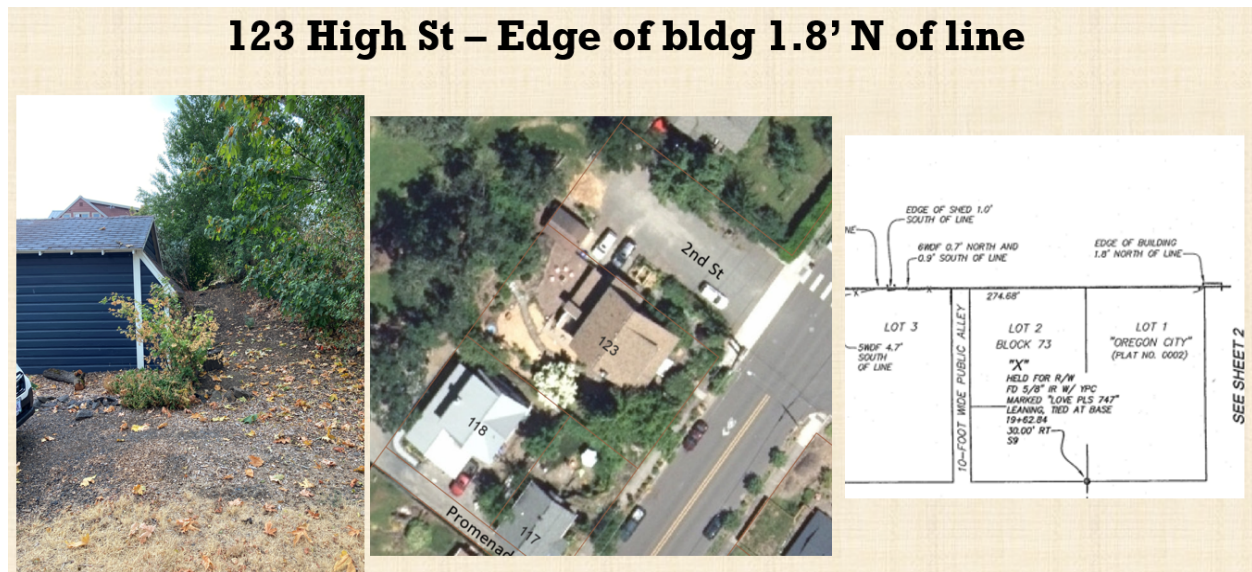
## **Property #2**

**Property Owner: Greg and Carrie Rose**

**Property Address: 123 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31CA00100**

**Description / Depiction of Encroachment Area:**



**At 123 High St, the edge of the shed building extends 1.8 feet into the Promenade area. Also, a significant portion of the shed is located in the 2nd Street right-of-way. A Right-of-Way (ROW) Permit application must be submitted and approved by the Commission for the shed to remain in the ROW.**

**Description / Depiction of Approved Encroachment Use: The shed building that extends into the promenade and 2<sup>nd</sup> St. right-of-way.**

**Encroachment Property to be Removed: None**

Current Status: the Commission reached consensus during the June 10<sup>th</sup> Work Session to allow the shed to continue encroaching onto the promenade but indicated that a right-of-way long term obstruction permit is necessary for the shed to remain in its current location. The permit cost is \$689, does the Commission wish to offer the property owners a discount? An Acknowledgement Letter is provided as part of tonight's packet for approval.

## Property #3

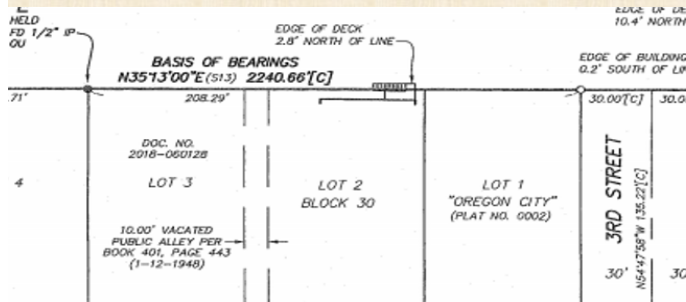
Property Owner: AK Ventures LLC

Property Address: 214 Bluff St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC12800

Description / Depiction of Encroachment Area:

### **214 Bluff St – Edge of deck 2.8' N of line**



### **214 Bluff St – Landscape, rock border, and fire pit**



The deck attached to the residence at 214 Bluff St. extends 2.8 feet into the Promenade area. The 214 Bluff St. Property also has landscape encroachments into the Promenade, including rock borders in slope transitions, chairs, a fire pit, and possible plantings.

Description / Depiction of Approved Encroachment Use: The deck.

Encroachment Property to be Removed: fire pit, landscaping, including rock borders and slope transitions, chairs and plantings.

Current Status: no response from the property owner. The Commission reached consensus during the June 10<sup>th</sup> Work Session to require removal of all encroachments except the deck. An Acknowledgement letter is provided as part of tonight's packet for approval.



## **Property #4**

**Property Owner: AK Ventures LLC**

**Property Address: 210 Bluff St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC12800**

**Description / Depiction of Encroachment Area:**

### **210 Bluff St – Landscape and rock wall**



**The promenade area west of 210 Bluff Street has significant landscaping, including movable pots and staked items. The transitional slopes also have rock walls.**

**Description / Depiction of Approved Encroachment Use: none.**

**Encroachment Property to be Removed: moveable pots, staked items, rock walls.**

Current Status: no response from the property owner. The Commission reached consensus during the Work Session on June 10<sup>th</sup> that all items needed to be removed. An acknowledgement letter is provided as part of the packet for approval.

## **Property #5**

**Property Owner: James Nicita**

**Property Address: 302 Bluff St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC12400**

**Description / Depiction of Encroachment Area:**

### **302 Bluff St – Landscape, deck and parking**



**The property to the north of 3rd Street, 302 Bluff St., has a deck and stairs that extend 10.4 feet into the promenade. In addition, the Promenade area is used for parking and some minor landscaping.**

**Description / Depiction of Approved Encroachment Use: The deck, stairs, parking and landscaping**

**Encroachment Property to be Removed: None.**

**Current Status:** The Commission reached consensus during the Work Session on June 10<sup>th</sup> that all identified items may remain in the encroachment area. An acknowledgement letter is provided as part of the packet for approval.



## **Property #6**

**Property Owner: Paul Creech**

**Property Address: 306 Promenade St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC12300**

**Description / Depiction of Encroachment Area:**

### **306 Promenade St – Landscape, stairs, deck and parking**



**The property at 306 Promenade St. also has a deck that extends into the Promenade. The deck itself is only 0.4' into the promenade, but stairs to the deck go 8.7' into the Promenade. The Promenade area is also landscaped and used for parking.**

**Description / Depiction of Approved Encroachment Use: deck, stairs, parking**

**Encroachment Property to be Removed: utility trailer and trash**

Current Status: no response from property owner. The Commission reached consensus during the Work Session on June 10<sup>th</sup> that the deck, stairs and parking may remain in the encroachment area, but the utility trailer and trash must be removed. An acknowledgement letter is provided as part of the packet for approval.

## **Property #7**

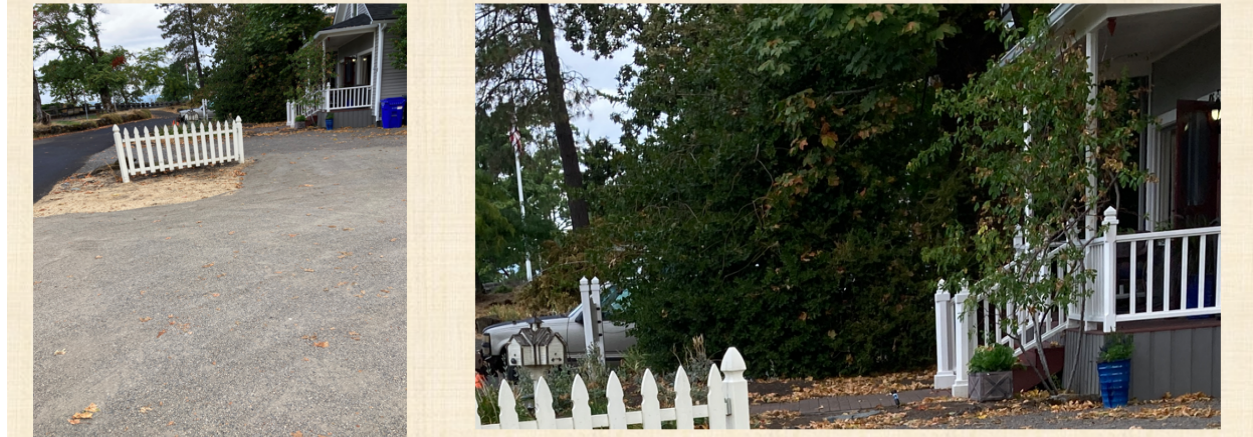
**Property Owner: 406 Bluff Street LLC**

**Property Address: 406 Promenade St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC04800**

**Description / Depiction of Encroachment Area:**

**406 Promenade St – Edge of bldg 0.2', edge of deck 5.2', stairs 8.7' N of line**



**The property at 406 Promenade St. contains structures that extend into the Promenade area. The west edge of the building is 0.2 feet into the Promenade, the west edge of the deck is 5.2 feet into the Promenade, and the stairs are 8.7 feet into the Promenade. In addition, there is also a short divider fence, a decorative landscape feature, and a sign between the house and Promenade Street. The property takes access through the Promenade and likely there is parking.**

**Description / Depiction of Approved Encroachment Use: Deck, stairs and parking.**

**Encroachment Property to be Removed: A short section of picket fencing running perpendicular to Bluff Street, signage, planting pots and a decorative landscape feature.**

Current Status: no response from property owner. The Commission reached consensus during the Work Session on June 10<sup>th</sup> that the deck, stairs and parking may remain in the encroachment area but the short section of fencing running perpendicular to Bluff St., signage, planting pots and a decorative landscape feature must be removed. An acknowledgement letter is provided as part of the packet for approval.

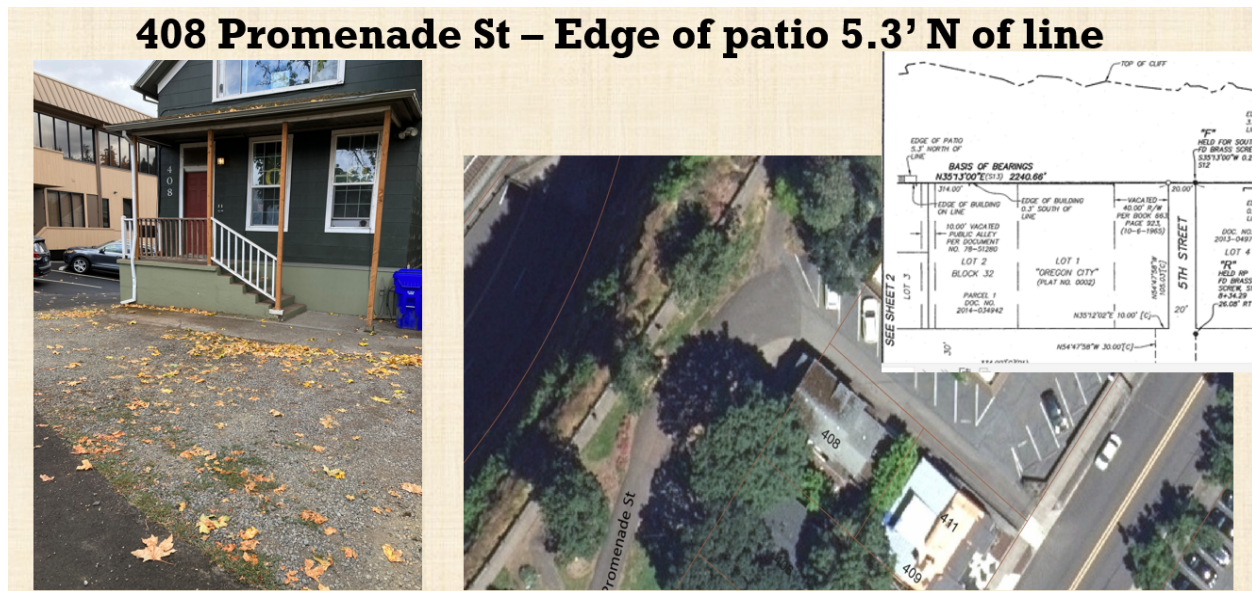
## **Property #8**

**Property Owner: Daniel F Arone**

**Property Address: 408 Promenade St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC04700**

**Description / Depiction of Encroachment Area:**



**The survey indicates that the building located at 408 Promenade St. extends into the Promenade by 5.3 feet. The Promenade area to the west is also surfaced and used for access and parking.**

**Description / Depiction of Approved Encroachment Use: Access, parking, deck and portion of deck/building that extends into the promenade.**

**Encroachment Property to be Removed: None**

Current Status: no response from property owner. The Commission reached consensus during the Work Session on June 10<sup>th</sup> that all items may remain in the encroachment area. An acknowledgement letter is provided as part of the packet for approval.



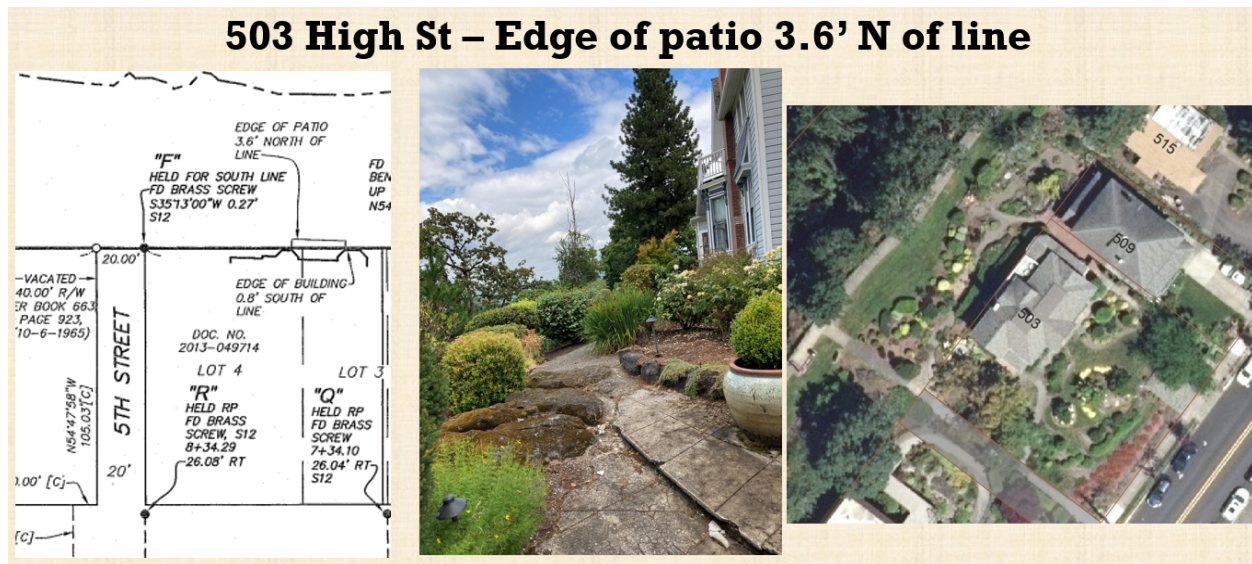
## **Property #9**

**Property Owner: Jon Rand**

**Property Address: 503 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC04400**

**Description / Depiction of Encroachment Area:**



**The residence located at 503 High St. has a patio on the west side that extends over the property line and into the Promenade by 3.6 feet. The property also has an expansive, intricate, and well-maintained landscape with intertwined pathways extending west of the residence. Almost all that landscaping is in the Promenade area.**

**Description / Depiction of Approved Encroachment Use: patio and landscaping.**

**Encroachment Property to be Removed: Private property signs.**

Current Status: The Commission reached consensus during the Work Session on June 10<sup>th</sup> that the existing encroachment may remain so long as the property owner continues all maintenance. However, all signage indicating that the property is private must be removed. An acknowledgement letter is provided as part of the packet for approval.

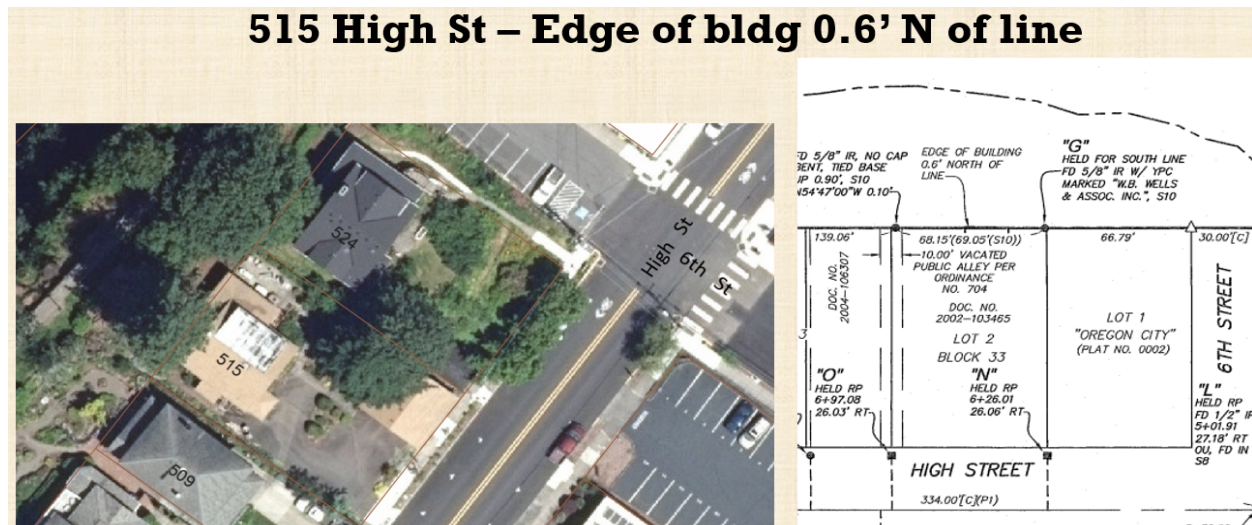
## **Property #10**

**Property Owner: Philip & Vicki Yates**

**Property Address: 515 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC04200**

**Description / Depiction of Encroachment Area:**



**The main structure on 515 High St. was built 0.6 feet over the property line and into the Promenade area.**

**Description / Depiction of Approved Encroachment Use: the main structure**

**Encroachment Property to be Removed: none.**

Current Status: the Commission reached consensus during the June 10<sup>th</sup> Work Session to vacate the portion of the promenade where the foundation of the home is located and acknowledge the remaining encroachment with an Acknowledgement Letter. The estimated cost for the survey work is \$450 and the vacation process is \$1,373 for a total of \$1,823 plus applicable recording fees. The property owners previously expressed a willingness to pay for the costs outlined above; although more recent communication indicates their willingness is contingent upon other owners also being required to pay for the fees associated with their encroachments. Staff are looking for direction from the Commission on the assignment of costs and approval of the Acknowledgment Letter.

\*The owner is aware that the resulting parcel will be split zoned, however, they are comfortable with the City addressing that later.

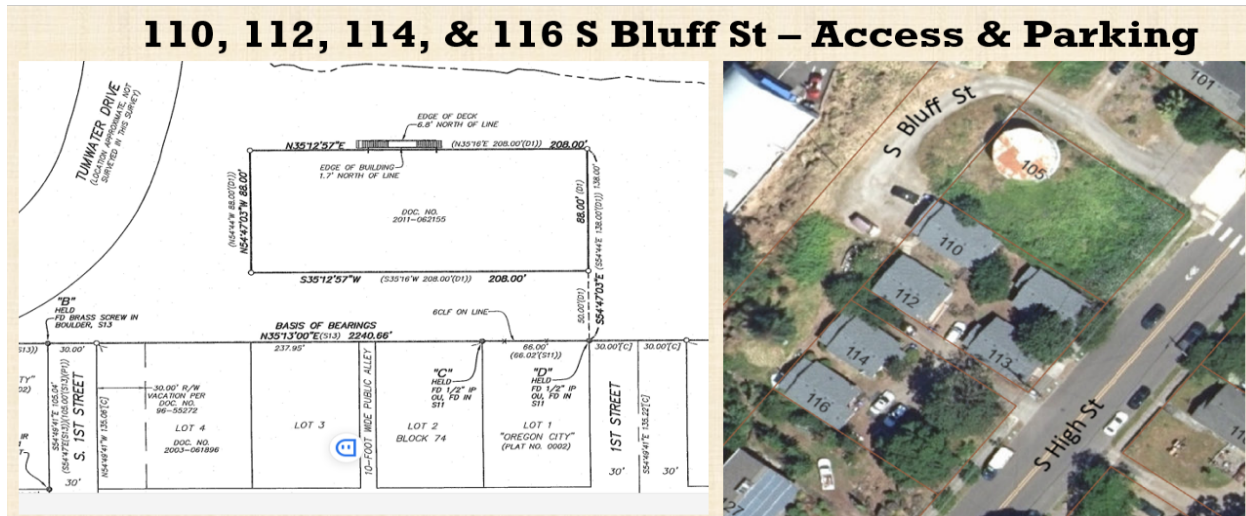
## **Property #11**

**Property Owner: LKR Ventures**

**Property Address: 110, 112, 114, & 116 S. Bluff St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31CA03300, 22E31CA03200**

**Description / Depiction of Encroachment Area:**



**The properties located at 110, 112, 114 and 116 S Bluff St. all take access from S. Bluff St. and park in the area to the west of the homes.**

**Description / Depiction of Approved Encroachment Use: access and parking.**

**Encroachment Property to be Removed: trailer storage, boat storage.**

**Current Status:** Current Status: The Commission reached consensus during the Work Session on June 10<sup>th</sup> that access and parking may remain in the encroachment area but that trailer storage and boat storage must be removed. An acknowledgement letter is provided as part of the packet for approval.



## **Property #12**

**Property Owner: Russell Lathrop & Shelby Ann Sundling**

**Property Address: 118 Promenade St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31CA00200**

**Description / Depiction of Encroachment Area:**



The property at 118 Promenade St. is accessed through the public alley, labeled “Promenade Street” from High Street. Parking, access, and residential landscaping extend into the Promenade area. The property line is situated close to the walkway on the west side to the house, which appears to be the front of the house. The landscaping to the west of the parking area (and entirely on the Promenade) has drip irrigation in the planter bed area.

**Description / Depiction of Approved Encroachment Use: access, parking and landscaping**

**Encroachment Property to be Removed: none**

Current Status: The Commission reached consensus during the Work Session on June 10<sup>th</sup> that the landscaping and irrigation may remain in the encroachment area, but all gravel or hardscaped areas must be removed. An acknowledgement letter is provided as part of the packet for approval.

## **Property #13**

**Property Owner: Josh & Jenna Adams**

**Property Address: 311 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC12200**

**Description / Depiction of Encroachment Area:**



**The property at 311 High St. uses the Promenade area for access at parking.**

**Description / Depiction of Approved Encroachment Use: access and parking**

**Encroachment Property to be Removed: none**

Current Status: property owner has declined to sign the encroachment license agreement. No consensus was reached by the Commission during the work session on June 10<sup>th</sup>. Please advise staff on preferred next steps.

## **Property #14**

**Property Owner: David Demers**

**Property Address: 127 S High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31CA03100**

**Description / Depiction of Encroachment Area:**



**The home located at 127 S. High St backs onto the Promenade and there are terraced rock walls and ornamental landscaping, including vines that were not placed by City staff on the property.**

**Description / Depiction of Approved Encroachment Use: landscaping and rock walls**

**Encroachment Property to be Removed: none**

Current Status: The Commission reached consensus during the Work Session on June 10<sup>th</sup> that all identified items may remain in the encroachment area. An acknowledgement letter is provided as part of the packet for approval.



## **Property #15**

**Property Owner: Mary Kay Campbell Trustee**

**Property Address: 111 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31CA00400**

**Description / Depiction of Encroachment Area:**



**There is a portion of 6-foot tall wooden fence behind 111 High St. that is located 0.7 feet north of the property line. The southern portion of the fence starts on the property owner's lot, but it transitions to the Promenade to the north.**

**Description / Depiction of Approved Encroachment Use: fence**

**Encroachment Property to be Removed: none**

**Current Status: property owner has signed the encroachment license agreement.**

## **Property #16**

**Property Owner: Ronald Thom & Suzanne Thom**

**Property Address: 509 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC04300**

**Description / Depiction of Encroachment Area:**



**The property located at 509 High St. features similar landscaping as 503 High Street, with well-maintained landscaping, including mature trees and brick borders lining a gravel pathway.**

**Description / Depiction of Approved Encroachment Use: landscaping**

**Encroachment Property to be Removed: none**

**Current Status: property owner has signed the encroachment license agreement.**



## **Property #17**

**Property Owner: Katie Palmer**

**Property Address: 524 High St., Oregon City, OR 97045**

**Property Tax Identification Number: 22E31AC04100**

**Description / Depiction of Encroachment Area:**

### **524 High St – Landscape and rock wall**



**The property at 524 High St. features a house elevated from the Promenade and the Promenade area that slopes up to the house contains rock retaining walls as well as transitional slope walls and landscaping.**

**Description / Depiction of Approved Encroachment Use: rock retaining walls and landscaping**

**Encroachment Property to be Removed: none**

**Required Date of Removal of Encroachment Property to be Removed: N/A**

Current Status: The Commission reached consensus during the Work Session on June 10<sup>th</sup> that all rock walls and landscaping may remain in the encroachment area, provided that the owner continues to perform all maintenance. An acknowledgement letter is provided as part of the packet for approval.





Meeting: Chamber Board of Directors

May 23, 2025

1PM

Location: Virtual ZOOM

## 1. Call to Order

Time: 1:05PM

By: Jonathan Owens

## 2. Roll Call

Present: Jonathan Owens, Beth Nelson, Bill Clark, Abby Schmidt, Julie Hugo, Tony Konkell, Jan Hochstatter, La Donna Cox, Petronella Donovan, Claire Met, Cynthianna Powell, Dave Walz, Seth Henderson, Julianna Allen

Matthew Broderick – Excused.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### New Positions and Training

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- Betty Mum is nominated and approved as the new Transportation Advisory Committee representative.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Announcements and Good of the Order

10. Adjournment

Time of adjournment: 2:20 PM

Signature:

Minutes Respectfully Prepared By: Elizabeth Nelson - Secretary

On Date: 6/30/25