



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 18, 2026 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 or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email recorderteam@orc.org (deadline to submit written public comment via email is 3:00 PM on the day of the meeting)
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- Women's History Month Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Personal Services Agreement with Wallis Engineering for the Singer Hill Sanitary Sewer Emergency Repair Project (CI 25-010)
- Personal Services Agreement with Lango Hansen Landscape Architects for Hillendale Park Improvements

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- Second Reading of Ordinance No. 26-1007, Arts Commission and Mural Code Update
- Abernethy Bridge Widening and Seismic Retrofit Project - Temporary Work Area 5-year Extension Request

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the [Oregon City's website](#) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WPMC at 503-650-0275 for a programming schedule.

PROCLAMATION

WOMEN'S HISTORY MONTH 2026

- Whereas,** women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and
- Whereas,** women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside the home; and
- Whereas,** women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and
- Whereas,** women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and
- Whereas,** women of every race, class, and ethnic background served as early leaders in the forefront to every major progressive social change movement; and
- Whereas,** women have served our country courageously in the military; and
- Whereas,** women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and especially the peace movement, which creates a more fair and just society for all; and
- Whereas,** despite these contributions, the role of women in history has been consistently overlooked and undervalued in the literature, teaching, and study of American history,

Now, Therefore, Be It Resolved that the City Commission of Oregon City does hereby proclaim:

March 2026
as
Women's History Month

And, as part of the observance, encourages all persons in Oregon City to join in celebrating the important contributions women have made in Oregon City, Clackamas County, Oregon, and across America.

In Witness Whereof, I have hereunto set my hand this 18th day of March, 2026.

DENYSE C. McGRIFF, Mayor



Oregon City Police Employees' Association

PO Box 640 Oregon City, Oregon 97045

Good Evening Commissioners and Mayor,

Since our last update in November 2025, our Senior Records Specialist has continued to train our new full-time Records Specialist, and the Chief was able to secure some part-time help as well. The last time we spoke to this body, the Records Department was down by 1,600 cases and reports. That number has now grown to 2,306. With the City growing and police responding to more calls for service, the Records Department continues to fall further behind.

It is important to note that there are certain reports and legal obligations that the Records Department must complete within specific timelines. With the current staffing levels, they are not able to meet these mandated requirements, putting the City at risk of non-compliance.

Our staff has been very creative and resourceful, but there is only so much they can accomplish in a day. When the Records staff is understaffed—serving a department that operates 24 hours a day, 365 days a year, the light at the end of the tunnel is beginning to dim.

When most of us started with the Oregon City Police Department, we were taught three key principles: be good at what you do, deliver good customer service, and take care of each other along the way. There is no doubt that our Records Department excels in their work and delivers the best customer service they can. But is the City showing the same commitment by cutting the full-time position from the budget?

Our mission is to serve the community, but this task becomes more challenging as our staffing levels decline. We respectfully urge the Commission to consider holding a supplemental budget hearing and to allocate the necessary funds to reinstate the full-time Records Specialist position, which is essential to meeting the City's operational and legal obligations.

Thank you for your time and consideration.

Zach Knudson

OCPEA Sergeant at Arms



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 18, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Personal Services Agreement with Wallis Engineering for the Singer Hill Sanitary Sewer Emergency Repair Project (CI 25-010)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Wallis Engineering in the amount of \$167,904.40 for emergency engineering services including data collection and investigations; and an alternatives analysis to determine the preferred solution to resolve the sewer failure as part of the Singer Hill Sanitary Sewer Emergency Repair Project (CI 25-010).

EXECUTIVE SUMMARY:

In December 2025, the City responded to a sanitary sewer overflow near the Grand Staircase on Singer Hill. Initial investigation identified a blockage in the system that was temporarily cleared; however, heavy rainfall later that week resulted in the overflow recurring, indicating a likely failure within the sewer line located along the steep hillside alignment.

Due to the urgent nature of the situation, limited access to the infrastructure, and the inability to conduct a conventional video inspection because of high flows and steep grade, the City required immediate engineering assistance to evaluate the condition of the sewer line and develop repair options. City staff engaged Wallis Engineering to provide emergency technical support, conduct field investigations, and assist in identifying viable repair alternatives.

This Personal Services Agreement formalizes the emergency engineering work needed to collect data, investigate the condition of the system, and develop an alternatives analysis that will guide the final repair approach. Once a preferred alternative is identified, staff will return to Commission with a contract amendment for final design and construction support services necessary to complete the repair.

BACKGROUND:

On December 15, 2025, the City was notified by a community member of a sewage odor and suspected discharge from the area below the Grand Staircase. City staff responded promptly and confirmed a sewage overflow caused by a blocked pipe. The blockage was cleared, and the overflow subsided shortly thereafter. The incident was reported to the Oregon Department of Environmental Quality (DEQ) and the Oregon Emergency Response System (OERS), the state's reporting mechanism for sewer overflows. Warning signs were

posted to notify the public of the spill. The affected area was not within a pedestrian travel zone, and the Grand Staircase remained open and safe for use.

With the return of heavy rain later that week, the overflow resumed. Due to the high volume of flow within the sewer pipe and the steep grade of the alignment, staff were unable to perform a video inspection to fully assess the condition of the pipe. At that time, staff believed the pipe may be damaged near the upper portion of the alignment, potentially between the manhole at the top of Singer Hill Road and the Grand Staircase. The pipe continues downslope to just before the railroad tracks and is still conveying a significant amount of flow at the bottom of the slope.

Due to the urgent nature of the situation, staff determined that immediate engineering assistance was required to evaluate the failure, identify stabilization and repair measures, and support emergency response activities. On December 18, 2026 City staff met with Wallis Engineering, a qualified engineering firm with relevant experience in wastewater infrastructure and familiarity with the City's sewer system. The firm was available to respond immediately and mobilized staff to assess the condition and assist with the development and implementation of repair solutions.

Bypassing the impacted pipe with temporary pumps is not feasible, as the number and size of pumps required cannot be accommodated within the existing manhole. Staff have continued working with the consultant to identify the alignment and condition of the pipe. This section of piping is older infrastructure and the City does not have complete as-built records documenting its location or configuration. To complicate the situation further, the sewer pipe drops vertically nearly 20 feet in order to pass beneath the existing pedestrian tunnel that runs under Singer Hill Road and connects to the Grand Staircase. The Grand Staircase and pedestrian tunnel beneath Singer Hill Road were constructed as part of a Works Progress Administration project in the late 1930s. Because infrastructure from that era often lacks complete as-built documentation, the exact alignment and configuration of the sewer line in this area is uncertain and requires additional investigation to determine the appropriate repair approach.

Because of these uncertainties and the challenging hillside terrain, additional investigation and data collection are necessary before a repair approach can be determined.

The attached Scope of Work (Exhibit A) outlines the process the consultant will follow to move the project forward. The work will include field investigations, survey, and engineering analysis to determine feasible repair alternatives and identify the preferred solution. Once a preferred alternative is identified, staff will return with a contract amendment that includes design and construction support services necessary to complete the emergency repair.

Emergency Procurement

Pursuant to ORS 279B.080, a contracting agency may procure goods or services without full competitive procedures when an emergency exists that requires prompt execution of a contract to remedy conditions that could result in substantial damage to property, interruption of services, or risk to public health or safety.

Staff determined that the sewer failure constituted an emergency requiring immediate engineering evaluation and assistance to prevent further environmental discharge, infrastructure damage, and interruption of sanitary sewer service. Because of the need for an immediate response and the specialized engineering expertise required, staff directly engaged Wallis Engineering to begin work.

The proposed Personal Services Agreement formalizes the work already performed and authorizes the remaining services necessary to investigate the failure and identify a long-term repair solution.

This project was not budgeted. Funding for the emergency engineering services will be identified within the Sanitary Sewer Fund to resolve the issue.

OPTIONS:

1. Approve Personal Services Agreement with Wallis Engineering for the Singer Hill Sanitary Sewer Emergency Repair Project (CI 25-010).
2. Approve Personal Services Agreement with Wallis Engineering for the Singer Hill Sanitary Sewer Emergency Repair Project (CI 25-010) with Amendments.
3. Deny Personal Services Agreement with Wallis Engineering for the Singer Hill Sanitary Sewer Emergency Repair Project (CI 25-010) and provide further direction.

BUDGET IMPACT:

Amount	\$167,904.40
Fiscal Year(s):	2025/2026 & 2026/2027
Funding Source(s):	Sanitary Sewer Fund
Included in Approved Budget:	No

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

SINGER HILL SEWER EMERGENCY REPAIR (CI 25-010)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WALLIS 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 **one hundred sixty-seven thousand, nine hundred-four dollars and forty cents (\$ 167,904.40)**.

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
Public Works
13895 Fir Street
Oregon City, OR 97045

To Consultant:

Wallis Engineering
215 W. 4th Street, Ste. 200
Vancouver, WA 98660
Attention: Jane Vail

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 18th day of March, 2026.

CITY OF OREGON CITY

WALLIS ENGINEERING

By: _____

By: _____

Name: Dayna Webb, P.E.

Name: Jane Vail, P.E.

Title: Public Works Director

Title: Principal Engineer

Dated: _____

Dated: _____

By: _____

Original Commission Approval Date if
Applicable:

Name: Anthony J. Konkol, III

Dated: _____

Title: City Manager

Dated: _____

APPROVED TO LEGAL SUFFICIENCY:

By: _____

Name: _____

Title: _____

PROJECT BACKGROUND

The City of Oregon City experienced a sewage leak from a trunk sewer near the intersection of High Street and Singer Hill due to the intense rainfall experienced in December 2025. Sewage was observed flowing from under the existing wall and staircase near the waterfall. The 24-inch clay sewer presumed to be causing the leak extends from Singer Hill to the north within Singer Hill Park where it enters a manhole adjacent to the railroad tracks. Limited information is known about this existing sewer and the potential causes of the sewer leak.

GENERAL SCOPE OF PROJECT

The City requested that Wallis Engineering provide project management and engineering design services to complete investigations of the existing sewer, determine the cause of the sewage leak and prepare design alternatives to either correct deficiencies with the existing sewer or replace the existing sewer along an alternate route.

The Scope of Work included herein is limited to investigations and preliminary design efforts. It is anticipated that the preparation of Contract Documents based on the preferred alternative selected from the preliminary design efforts will be scoped separately as a supplemental agreement.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2026.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
Compass Land Surveyors (Compass)	Surveying
Shannon & Wilson (S&W)	Geotechnical

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide project management, coordination, and direction of the design team to complete the project. Establish quality control management and designate responsibility of technical work deliverables and products.

1.1 Project Management

The project manager will coordinate with City Staff to define the scope of work, project goals, locations, design criteria, quality control procedures, scope of improvements and the project schedule. These items will be included in the final scope of work.

Wallis will provide management, coordination, and direction to the project design team to complete the project. Work will include:

- Prepare project design schedules outlining design and deliverable milestones.
- Prepare monthly status reports and schedule updates to be included with consultant invoices.
- Coordinate project team meetings and prepare meeting agendas and meeting minutes.

Task 1 Assumptions:

- The Preliminary Design phase of the project is assumed to be March 2026 – June 2026 with subsequent design phases to follow.
- City project manager or designees will lead and obtain all necessary permits unless described otherwise
- Meetings are assumed to be held at City offices; in person. One (1) meeting is assumed.

Task 1 Deliverables:

- Final scope and schedule
- Monthly status reports and invoices
- Alternatives Analysis review meeting

TASK 2 DATA COLLECTION AND INVESTIGATIONS

Objective: Collect site information sufficient to analyze existing conditions and prepare a comprehensive base map for design.

2.1 Data Collection and Review

Review available background information relating to this project. The anticipated information includes:

- An onsite meeting with Public Works Staff to discuss recent findings and historical challenges with the sewer
- Utility GIS Records
- Conveyance utility video inspection reports and videos
- As-built drawing information, as available
- Existing field conditions

2.2 CCTV Data Collection Coordination

At the request of the City, Wallis provided coordination with Landis & Landis Construction to collect CCTV of the existing sewer from Manhole 10715 to Manhole 10191. CCTV efforts were anticipated to include modifying conventional video equipment to allow data collection of the sewer, coordinate bypass pumping as needed, coordinate traffic control needs and communicate schedules with City Staff.

Following the coordination efforts, City crews were able to collect CCTV data on the existing sewer system that is believed to be sufficient to support the future design phases. Work under this subtask has already been completed ahead of this scope of work approval.

2.3 Topographic Survey

Compass will complete a topographic and boundary survey of 7th Street and Singer Hill Road to collect existing information and allow for evaluation of alternative sewer routings. They will prepare a topographic site map documenting existing utilities and roadway features as well as existing stair, wall and existing topography between Singer Hill Road and the railroad tracks adjacent to Railroad Avenue. The right-of-way lines of 7th Street and Singer Hill Road will be established.

2.4 Geotechnical Observations and Reporting

S&W will provide geotechnical services including:

- Provide general contract administration and project coordination.
- Prepare right of way permit applications and traffic control plans to accommodate drilling operations.
- Review available geologic and geotechnical information, topographic mapping, geological hazard mapping and other available subsurface information.
- Complete up to three (3) borings to evaluate the subsurface conditions along the alternative alignments. Two (2) borings are anticipated along Singer Hill Road and one (1) at the intersection of 9th Street and Railroad Avenue.
 - Railroad Avenue borings will be advanced to a depth of approximately 30 feet and will include the installation of a vibrating wire piezometer.
 - Singer Hill Road borings will be advanced to a depth of 20-40 feet.
 - SPT will be conducted during sample extraction.
 - S&W representatives will supervise drilling operations and maintain a log of materials and conditions.
 - Boring holes will be decommissioned per Oregon Water Resources Department guidelines except for those with piezometers which will be decommissioned by the future contractor.
- Conduct laboratory testing on obtained boring samples.
- Conduct unconfined compressive strength testing on rock samples.
- Provide up to two (2) subsurface profiles along the evaluated alignments.
- Provide evaluation of potential settlement beneath the railroad based on the encountered soil conditions, conceptual alignment geometry, and anticipated impacts from installation and dewatering (if necessary). In addition, S&W will provide input on the expected drill-rig size required to complete the installations and will support the design team by evaluating other constructability considerations and identifying key geotechnical issues that may influence design and construction.
- Prepare a draft and final report discussing the work performed and various tests conducted including:
 - Geotechnical Data report presenting subsurface data only that can be included in bidding documents.
 - Geotechnical Engineering Report summarizing the field explorations, laboratory testing, engineering analysis, along with conclusions and recommendations. The report will also include a geological interpretative profile through the proposed trenchless crossing(s).

Task 2 Assumptions:

- A more detailed evaluation of the preferred alternative is not included and recommended under a supplemental if trenchless technology installation is selected.
- Extensive efforts to coordinate access to the existing sewer system adjacent to the railroad tracks with UPRR will not be required.
- Right-of-way determination for the UPRR property will not be confirmed at this time due to the timing required to obtain railroad permits to complete survey operations. If deemed necessary, right-of-way determinations will be completed as part of a future supplemental.
- All costs associated with CCTV data collection will be contracted directly with the City.
- Traffic control for boring operations will consist of single-lane road closures under the direction of flaggers.
- No hazardous or contaminated materials will be encountered during subsurface observations.
- All right of way permit fees will be paid by the City.
- Subsurface exploration work can be completed without delays caused by permitting delays/conflicts, clearances, cultural resource findings, property access approvals or other site access restrictions.
- Work impacting public traffic will only be allowed M-F between 9:00 AM and 3:00 PM.

Task 2 Deliverables:

- Survey base map
- Draft and Final Geotechnical Data and Engineering Reports.

TASK 3 PRELIMINARY DESIGN SERVICES

Objective: Complete an alternatives analysis evaluating rehabilitation and replacement alternatives for the existing sewer, culminating in preferred alternative.

3.1 Sewer Alternatives Analysis

Wallis will complete an alternatives analysis of the existing sewer system that will include:

- Evaluation of existing conditions
- Summarize available information and identify potential causes of the observed sewer leaks
- Provide recommendations for rehabilitating the existing sewer system (if feasible). We will evaluate both a permanent solution as well as a temporary fix.
- Evaluate the subsurface conditions and recommendations provided by S&W included in other tasks.
- Evaluate up to three (3) alternative sewer routings as shown in Attachment A and described below:
 - Singer Hill Rd – new sewer would be installed from Manhole 10715 north-easterly within Singer Hill Road and then north-westerly to Manhole 10190.
 - Through Singer Hill park – new sewer would be installed from Manhole 10715 northwesterly down the existing slope towards Railroad Avenue, then northeasterly up Railroad Avenue and connecting to the existing sewer with 9th Street.
 - Singer Hill Rd Above Ground – new sewer would be installed starting at a location near the existing stair case within the existing pipe, then overland and northeasterly behind the existing wall that parallels Singer Hill Rd and then northwesterly to connect to Manhole 10190

- All replacement options are expected to include the need to directionally drill portions of the sewer alignment. Subsurface conditions are expected to consist primarily of rock.
- Conduct feasibility analysis of boring through existing rock substrata and determine additional design information and constraints to aid in final design scoping.
- Prepare Preliminary Opinion of Costs for all evaluated alternatives

A Draft Alternatives Analysis Memorandum will be submitted to the City for review. We will participate in a review meeting to discuss the findings and revise the memorandum based on meeting discussions. A Final Memorandum will then be prepared and submitted to the City which will include the preferred alternative, and will be the basis of design for subsequent design efforts.

Task 3 Assumptions:

- Modeling to confirm sewer sizing will not be completed and sewer sizing will be based on the City's current General Sewer Plan or by City direction.
- Modeling to assess super critical flow regimes (presence of hydraulic jumps) will not be completed.
- Preparation of contract documents for formal bidding are not included.

Task 3 Deliverables:

- Draft and Final Alternatives Analysis Memorandum
- Meeting Agenda and Minutes

https://wallisengineering-my.sharepoint.com/personal/wes_wegner_walliseng_net/Documents/Desktop/Singer Hill Wallis Scope.docx

		PE	EM5	PE7	PE2	Des I	T4	A6	Wallis Labor	Expenses	Subconsultants		Total
											Compass	S&W	Cost
		\$218.00	\$255.70	\$203.80	\$164.00	\$151.80	\$151.80	\$143.60					
Task 1	Project Management and Administration												
1.1	Project Management	1	16	0	0	0	0	10	\$ 5,745.20	\$ 10.00		\$ -	\$ 5,755.20
	TASK 1 SUBTOTAL	1	16	0	0	0	0	10	\$ 5,745.20	\$ 10.00		\$ -	\$ 5,755.20
Task 2	Data Collection and Investigations												
2.1	Data Collection and Review		12			4			\$ 3,675.60	\$ -		\$ -	\$ 3,675.60
2.2	CCTV Data Collection Coordination		12	4					\$ 3,883.60	\$ 20.00 (M)		\$ -	\$ 3,903.60
2.3	Topographic Survey		2				4		\$ 1,118.60	\$ -		\$ 37,950.00	\$ 39,068.60
2.4	Geotechnical Observations and Reporting		8	4					\$ 2,860.80	\$ -		\$ 76,472.00	\$ 79,332.80
	TASK 2 SUBTOTAL	0	34	8	0	4	4	0	\$ 11,538.60	\$ 20.00		\$ 37,950.00	\$ 125,980.60
Task 3	Preliminary Design Service												
3.1	Sewer Alternatives Analysis	4	42	40	64	16	18	5	\$ 36,138.60	\$ 30.00 (M)		\$ -	\$ 36,168.60
	TASK 3 SUBTOTAL	4	42	40	64	16	18	5	\$ 36,138.60	\$ 30.00		\$ -	\$ 36,168.60
	Project Subtotal	5	92	48	64	20	22	15	\$ 53,422.40	\$ 60.00		\$ 37,950.00	\$ 167,904.40

FEE SUMMARY	
Wallis Labor	\$ 53,422.40
Wallis Expenses	\$ 60.00
(M) = Mileage at current IRS Rate	
Subconsultants	
Compass	\$ 37,950.00
S&W	\$ 76,472.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 167,904.40

SECTION III B
PUBLIC IMPROVEMENT STANDARD CONDITIONS

This Standard Condition Agreement shall be applicable to all public improvement contracts obtained through a formal bid procedure.

1. Definitions. In this Standard Conditions Agreement, the following terms shall be as defined below:

(a) **Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.

(b) **Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.

(c) **Amendment** means a written alteration which, when fully executed by the Parties of the Contract, constitutes a change to the to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.

(d) **Contract Documents** means the full and complete contract for goods or services including the Goods or Personal Service Agreement, Scope of Work and these Standard Conditions.

(e) **Contractor** means the Person awarded the Contract for the Work contemplated.

(f) **Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates on the project team with the Owner, and manages both design and construction. 2.

(g) **Public Improvement** means contracts for construction, reconstruction or major renovation of real property by or for the Owner.

(h) **Owner** means the City of Oregon City or any component unit thereof including

the City of Oregon City Urban Renewal Agency. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.

(i) **Parties** means the any individual, group or organization who execute a written agreement to complete Work to be done.

(j) **Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

(k) **Project** means the total undertaking to be accomplished for Owner by Contractors, and others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

(l) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.

(m) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the Owner necessary to successfully comply any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

2. Time of Completion. The Owner and the Contractor recognize that time is of the essence in this agreement, and the Owner may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the Owner, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the Owner's contract rights.

3. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and Owner Payments.

Owner shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the Owner a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the Owner a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage or Bond.

i) Partial payments may be made by the Owner on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein.

ii) The Owner may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. In lieu of retainage, the Contractor may elect to submit a Oregon-authorized surety issued general obligation bond or an irrevocable, bank-issued letter of credit as specified in ORS 279C.560. Contractor shall reimburse Owner for any additional costs for exercising this option by reducing the final payment and any additional costs that the Contractor incurs are not reimbursable.

iii) Cash retainage held in an interest bearing account or interest on a bond or other securities shall accrue to the Contractor. Interest on the retainage amount accrues from the date the

payment request is approved until the date the retainage is paid to the Contractor to which it is due.

iv) When Owner accepts a surety bond in lieu of retainage from Contractor, Contractor shall accept surety bonds from subcontractors or for supplies from which Contractor would otherwise withhold retainage subject to the conditions set forth in ORS 279C.560(8).

v) Within 30 days after receiving a surety bond that otherwise complies with ORS 279C.560 requirements, Owner shall release any held retainage equivalent to the amount of the surety bond.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the Owner at a minimum of once per month. Failure to do so shall result in the Owner withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the Owner's final acceptance of the work, which shall include the taking of final measurements of quantities, the Owner shall make its final payment to the Contractor. Retainage held by the Owner shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the Owner shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the Owner. To facilitate the Owner's inspection, the Contractor shall notify the Owner in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

i) The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the Owner to the

Contractor, within 10 days of the Contractor's receipt of such payments from the Owner.

ii) If the Contractor, or a first tier subcontractor, fails to make timely payment to the subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or Owner, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the Owner, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the Owner may carry. A copy of each policy or a certificate satisfactory to the Owner shall be delivered to the Owner prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the Owner to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the Owner shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the Owner. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the Owner.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for bodily injury, personal injury or property damage and occurring as a result of, or in any way related to, Contractor's operation. Such policy shall contain

a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the Owner, its officers, agents and employees as additional insureds, in a form satisfactory to the Owner, and expressly providing that the interest of the Owner shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the Owner, its officers, agents and employees as additional insureds, in a form satisfactory to the Owner, and expressly providing that the interest of the Owner shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the Owner with such further assurances as the Owner may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the Owner, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the Owner, the Contractor shall, if the

Owner so elects and upon tender by the Owner, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the Owner or to the Owner and the Contractor jointly, and reimburse the Owner for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the Owner.

c. Termination and Suspension.

The Owner may terminate this contract or suspend the work at any time for any reason considered by the Owner, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the Owner, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the Owner that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the Owner's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the Owner's right to collect any additional damages that the Owner may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the Owner shall be ineligible to bid on contracts from the Owner for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the

owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. Owner reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the Owner may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by Owner forces to provide adequate protection to the traveling public during non-work hours.
- c. Traffic control and temporary protective and directional devices may be used outside the

limits of the project when they have direct bearing on the work under contract.

- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be

conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the City Engineer or Owner's engineering consultant. All test results shall be provided in written report form to the City Engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the City Engineer or Owner's engineering consultant. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the City Engineer or Owner's engineering consultant's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the City Engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The City Engineer will consider a request for confidentiality to protect trade secrets.

If the City Engineer is not provided proper facilities for reviewing Contractor's strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the Owner.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of Owner Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for

cleaning, restoration or repair shall be borne by the Contractor, as the Owner may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the Owner of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the Owner's order to return to work, at no penalty to the Owner.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by Owner.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to Owner its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from Owner.

17. Access to Records.

Owner shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

18. Ownership of Work Product; License.

All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor 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 Owner, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to the Owner. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.

19. Legal Expenses.

In the event legal action is brought by Owner or Contractor 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Notices.

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by email and by either 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.

25. Nonwaiver.

The failure of Owner to insist upon or enforce strict performance by Contractor 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.

26. Information and Reports.

Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner, but may remain with Contractor. Copies as requested shall be provided free of cost to Owner.

27. 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.

SECTION III C
STATUTORY CONDITIONS TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds

due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.515(4) Paying a claim by the contracting agency as specified above does not relieve the contractor or the contractor's surety from obligation with respect to an unpaid claim.

ORS 279C.520 (see also ORS 279.540)

(1) A CONTRACTOR may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) The CONTRACTOR shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The CONTRACTOR may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors comply with these requirements.

ORS 279C.537 Where a project is valued at \$20 million or more, at least 80 percent of the total fleet of motor vehicles that are motor vehicles powered by diesel engines and equipment powered by nonroad diesel engines used on site and in the course of performing the contract to be:

(a) Motor vehicles powered by model year 2010 or newer diesel engines; and

(b) Equipment powered by nonroad diesel engines, whether or not capable of being powered by alternative fuel, that meet or exceed United States Environmental Protection Agency Tier 4 exhaust emission standards for nonroad compression ignition engines.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage, bond or surety and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 - 570.

ORS 279C.570 The OWNER shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the OWNER. A progress

payment is not considered acceptance or approval of any work or waiver of any defects therein. The OWNER shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580

(1) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the OWNER to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the OWNER.

(2) CONTRACTOR shall provide first-tier subcontractors with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from CONTRACTOR.

(3) CONTRACTOR, except as otherwise provided in this paragraph, shall use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. CONTRACTOR may change the form or the regular administrative procedures used for processing payments if CONTRACTOR:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the change is made; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d).

(5) The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors. In addition, CONTRACTOR shall require a first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580(3) in each of its subcontracts and CONTRACTOR shall require

each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage and CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works and include this requirement in all subcontracts.

(2) CONTRACTOR shall pay all workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and CONTRACTOR shall require this provision be included in all subcontracts.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

(b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by ORS 279C.845.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

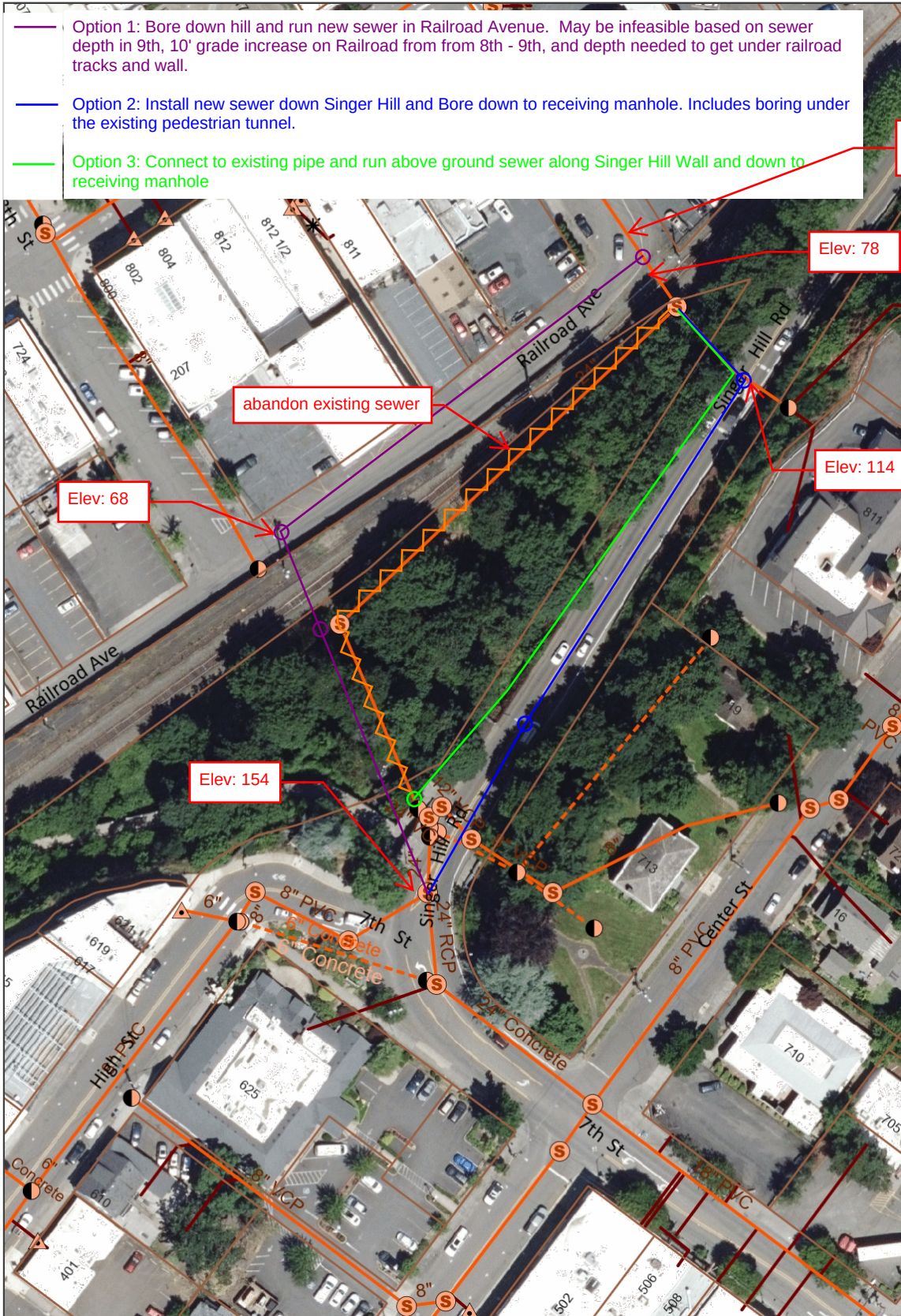
ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the

subcontractors commence work under this contract.

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the OWNER's prior Written consent. Unless otherwise agreed by the OWNER in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the OWNER consents in Writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the OWNER for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the OWNER otherwise agrees in Writing.

Oregon City GIS Map

Attachment A: March 2026
Singer Hill Sewer Imp. Scope and Fee



Legend

Street Names

Taxlots

Unimproved ROW

Sewer - Omni Markers

Exist sewer is 11' to invert per asbuilts

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

OC

(Other owner)

Sewer Step Pumps

OC

Private

(Other owner)

Sewer Transitions, Caps or Jur

OC

Private

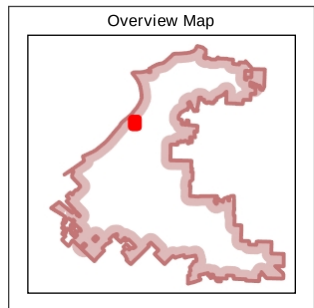
Tri-City

CCSD #1

West Linn

(Other owner)

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.



0 100 Feet
1: 1,200

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregoncity.org





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 18, 2026
From: Scott Archer, Parks and Recreation Director
Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.b. - Personal Services Agreement with Lango Hansen Landscape Architects for Hillendale Park Improvements

STAFF RECOMMENDATION:

Staff recommend approval of this PSA with Lango Hansen

EXECUTIVE SUMMARY:

This Personal Services Agreement with Lango Hansen Landscape Architects covers design, engineering, and community engagement related to park improvements at Hillendale Park. The FY25-27 biennial budget includes a Metro Local Share-funded project for park improvements at Hillendale Park. This contract will cover both the initial conceptual design and community engagement, as well as the construction documentation, bidding, and construction inspection services needed to complete the project within the biennium.

This PSA has a not-to-exceed value of \$69,940, which is within the acceptable range for direct appointment of Architecture and Engineering Services. Project costs were evaluated against market rates and are reasonable for the level of work expected. This work will be eligible for funding through the Metro Local Share bond funds.

BACKGROUND:

Oregon City Parks and Recreation has identified and budgeted for some park improvements at Hillendale Park in the FY25-27 biennium, to be funded using Metro Local Share bond funds. The conceptual project would include full replacement of the existing restroom; the addition of a second restroom closer to the parking lot off Rosebery Ave.; and habitat restoration along Mud Creek. If funding allows, staff would like to explore the replacement of two wooden bridges and the wooden observation platform as well. The first phase of Lango Hansen's work will include development of conceptual site plans and preliminary cost estimates for use in preparing the Metro Local Share project application. This phase will also include staff-led community outreach to ensure public input on the project scope-of-work. Once funding is approved by Metro and City Commission, this project will move into permitting and construction with a goal of completing this project in Summer 2027. \$400,000 was budgeted for this project in the FY25-27 biennial budget.

OPTIONS:

1. Approve Personal Services Agreement with Lango Hansen Landscape Architects for

Hillendale Park Improvements.

2. Approve Personal Services Agreement with Lango Hansen Landscape Architects for Hillendale Park Improvements with Amendments.

3. Deny Personal Services Agreement with Lango Hansen Landscape Architects for Hillendale Park Improvements and provide further direction.

BUDGET IMPACT:

Amount	\$69,940.00
Fiscal Year(s):	FY25-26, FY26-27
Funding Source(s):	Metro Local Share
Included in Approved Budget:	Yes

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

HILLENDALE PARK LANDSCAPE ARCHITECTURAL SERVICES

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **LANGO HANSEN** ("Consultant").

RECITALS

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

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2027**, 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 **Sixty Nine Thousand, Nine Hundred and Forty dollars (\$69,940)**.

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
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Parks and Recreation Deputy Director

To Consultant:

Lango Hansen
1100 NW Glisan Street #3a
Portland, OR 97209
Attn: Brian Martin

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20__.

CITY OF OREGON CITY

Lango Hansen

By: _____
Scott Archer
Title: Parks and Recreation Director

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____
Anthony J. Konkol III
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

January 14, 2026

Thomas Kissinger, Parks and Recreation Deputy Director
City of Oregon City
13895 Fir Street
Oregon City, OR 97045

RE: Hillendale Park

Dear Tom,

We appreciate the opportunity to submit this proposal for landscape architectural services for Hillendale Park. This proposal is based on our site walk on Thursday, December 18th and additional follow-up information.

Our scope of work will include planting restoration for the area between the top of bank and the edge of the existing asphalt path. It is assumed that the planting will take place in the fall and will not require the design or installation of any new irrigation equipment. Our scope will also include the design of the bridge abutments that will support two new premanufactured pedestrian bridges that will be replacing existing bridges at the park. We will provide the design and documentation for a wood overlook deck to be located within the footprint of the existing overlook deck. Our work will include the replacement of the existing restroom building with a new premanufactured 2-stall restroom facility as well as a new 2-stall restroom facility located near the Roseberry Avenue parking lot.

TASK 1 SITE SURVEY

Compass Engineering will survey key portions of the site to provide a basemap for the project improvements. This includes the areas around the two proposed restroom locations and the areas around the creek that are to be replanted as a part of this project.

TASK 2 SITE PLAN DEVELOPMENT

During this task, we will develop a site plan that shows the replacement of the pedestrian bridges and overlook deck, the extent of the restoration planting and the location of the proposed restroom facilities. The planting plan will include site appropriate species.

TASK 3 CONSTRUCTION DOCUMENTS, PERMITTING, BIDDING AND CONSTRUCTION OBSERVATION

For the construction document phase, we will provide landscape plans that address site grading, soil preparation, wetland restoration planting, lawn seeding and landscape details, notes, and specifications. The replacement bridges and overlook deck are within the Natural Resources Overlay District and it is anticipated that any planting mitigation requirements will be satisfied by the planting proposed between the site pathway and the seasonal creek.

A draft of these plans will be issued to Oregon City for review and Lango Hansen will incorporate any comments into final plans with specifications.

TASK 4 CONSTRUCTION OBSERVATION

Our team will answer any RFIs and respond to material submittals from the contractor. Lango Hansen will conduct up to 4 site visits during construction. It is anticipated that the water and sewer work associated with the restroom will be observed by the Oregon City Building Department.

Products:

Site Topo Survey
Materials Plan
Restroom Utility Plan
Planting Plan

Details
Specifications

FEES	LH	Compass	Sisul	Valar
Site Survey		\$16,840		
Site Plan Development	\$12,600		\$2,000	
Construction Documents	\$11,800		\$5,000	\$8,500
Bidding / Permitting	\$3,200		\$1,400	\$1,500
Construction Observation	\$4,600			\$2,500
TOTAL FEE:	\$69,940			
Reimbursables	Billed at cost			

Billing Rates

Brian Martin, Associate Principal	\$135 hr
Sabina Botbol	\$90 hr

Thank you for the opportunity to submit this proposal. Please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects



Brian Martin
Associate Principal

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

1) Definitions of Terms: In this Standard Conditions Agreement, the following terms shall be as defined below:

- Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
- Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
- Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
- Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
- Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
- Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
- Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
- Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
- Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
- Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
- Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
- Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
- Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
- Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
- Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non- professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
 - q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
 - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
 - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
 - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
 - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 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) Contractor 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. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's 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 Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
 - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
 - d) Contractor agrees and certifies that:
 - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

6) Early Termination.

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor 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 Contract 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 Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7) No Third-Party Beneficiaries. Owner and Contractor 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 parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8) Payment of Laborers; Payment of Taxes.

- a) Contractor shall:
 - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
 - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
 - iii) Not permit any lien or claim to be filed or prosecuted against the Owner 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 Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner 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 Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, 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.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

9) Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

10) Access to Records. Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders 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

Last updated November 6, 2025

Page | 4

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

hereto.

18) **Indemnity and Insurance.**

a) Indemnity.

- i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, its officers, agents, consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including reasonable attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.
- ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, 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 Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

19) **Legal Expenses.** In the event legal action is brought by Owner or Contractor 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.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR
PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 20) 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.
- 21) Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) 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.
- 23) Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control 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.
- 24) 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.
- 25) Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor 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.
- 27) Information and Reports.** Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) 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 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

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR
PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 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.
- 30) 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.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 18, 2026
From: James Graham, Economic Development Manager

SUBJECT:

Item 9.a. - Second Reading of Ordinance No. 26-1007, Arts Commission and Mural Code Update

STAFF RECOMMENDATION:

Approve the Second Reading of Ordinance No. 26-1007

EXECUTIVE SUMMARY:

The City Commission approved the first reading of Ordinance No. 26-1007 on March 4, 2026. The City Commission reviewed input from both the Arts Commission and the City's legal counsel at a City Commission work session on February 10, 2026. Copies of the revised Municipal Codes are attached to this report, showing the changes highlighted in red, as well as incorporated revisions.

The Arts Commission and the City Commission held a joint work session on October 7, 2025, to review and discuss two ordinances of Oregon City's municipal code that governs the Arts Commission (Chapter 2.26) and provide guidance to the Arts Commission with regard to their role in approving art murals (Chapter 15.28.090). Since that time, members of the Arts Commission further reviewed the Code and made additional revisions.

BACKGROUND:

The last time that the Public Arts Mural Code (15.28.090) was revised was on August 4, 2021. The Arts Commission Code (Chapter 2.26) has not been amended since it was established on December 20, 2000.

In 2025, members of the Arts Commission devoted considerable time and effort to updating and clarifying the Municipal Code, including meetings with City staff at an Arts Commission retreat and continued dialog.

The Arts Commission met with the City Commissioners during a joint work session on October 7, 2025. Subsequently, the City's legal counsel reviewed the Arts Commission's recommendations and offered its own recommendations on both codes.

Municipal Code Chapter 2.26:

The proposed amendments to Chapter 2.26 were largely made for the purpose of clarifying and updating older language. Clarifications and recommended changes include such topics as:

- * the nature and scope of membership,
- * the terms of service,
- * the identification of officers, and
- * the quorum requirements.

At the February 10th Work Session, the City Commission requested a change to the section about the Arts Commission's membership residence. Specifically, the City Commission agreed that the section should state that 5 (five) members of the Arts Commission should live within the municipal boundaries of Oregon City, rather than setting the residential requirement at "60%" of the Arts Commission's membership.

Municipal Code 15.28.090 Public Art Murals:

The Arts Commission proposes several amendments to this section. The major highlights include:

Section B - clarifies that no person shall create or establish an art mural without approval from the Oregon City Arts Commission.

Section C2 and C3 - refers to any mural owner wanting to terminate the five-year term of the art mural sooner. The owner can terminate sooner but the art mural will be removed at the owner's expense, and the City will terminate the easement.

Section C4 - refers to the difference between an alteration to a public art mural versus a "substantial" restoration. In the case of a substantial change, the Arts Commission's approval would be required. In the case of minor changes or routine maintenance, approval from the Arts Commission would not be required.

Section C11 - states that public art murals must be original artwork and not generated or assisted by artificial intelligence (AI) or mechanically reproduced.

OPTIONS:

1. Approve the Second Reading of Ordinance No. 26-1007
2. Approve the Second Reading of Ordinance No. 26-1007 with amendments
3. Deny the Second Reading of Ordinance No. 26-1007

BUDGET IMPACT:

N/A

ORDINANCE NO. 26-1007

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE SECTION 2.26, ARTS COMMISSION AND SECTION 15.28.090, PUBLIC ART MURALS

WHEREAS, the arts are an important part of the cultural and economic life of the entire community of Oregon City and enrich the participants in the arts as well as those who observe them;

WHEREAS, the continued vitality of the arts in the City of Oregon City is a vital part of the future of the City as well as of its citizens;

WHEREAS, several organizations already existing in Oregon City are active in the arts and provide leadership to the community on arts related matters;

WHEREAS, although the Arts Commission for the City of Oregon City was established in 2000, it has operated intermittently, with its most recent revival occurring in 2021;

WHEREAS, having functioned consistently for the past five years, the Arts Commission has identified areas where revisions to its operating authority will provide greater clarity and efficiency further encouraging the arts throughout the City;

WHEREAS, one of the ways that the City encourages the production and maintenance of public art is by implementing a public art mural permit program that establishes design and development standards set forth in Oregon City Municipal Code 15.28.090, which is similarly in need of amendment; and

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

Section 1. The City hereby rescinds and replaces Oregon City Municipal Code, Title 2.26 – Arts Commission with the code text as set forth in the attached Exhibit “A”.

Section 2. The City hereby rescinds and fully replaces Oregon City Municipal Code Section 15.29.090 – Public art murals with the text as set forth in the attached Exhibit “B”.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 4. Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 4th day of March 2026 and the City Commission finally enacted the foregoing Ordinance this 18th day of March 2026.

Mayor Denyse C. McGriff

Attested to this ____ day of _____ 2026:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Amended Sections of OCMC 2.26

Exhibit B – Amended Sections of OCMC 15.29.090

EXHIBIT A

Chapter 2.26 ARTS COMMISSION

2.26.010 Created

There is hereby created an arts commission for Oregon City having the powers and duties provided in this chapter.

2.26.020 Members - Terms

A. The arts commission shall be composed of nine members appointed by the mayor. At least six of the appointed members must be residents of Oregon City and the membership shall represent a broad spectrum of citizens. At least six of the appointed members shall have some expertise or experience in any art form, from performing arts to visual arts, literary arts, or the fields of structural and landscape architecture.

B. The appointees shall have staggered three-year terms. Members of the arts commission may reapply to a new term yet shall not serve for more than two, three-year consecutive terms. All members may vote on any matter coming before the arts commission, except as the ethics laws of the State of Oregon may provide. After a member has three consecutive absences without adequate reason, the city commission may remove that member. Should a member be removed, the mayor will make a new appointment.

2.26.030 Officers

The arts commission shall elect a chair and vice chair annually. The officers elected will serve a one-year term, beginning immediately and concluding at the end of the calendar year. At the first meeting of each calendar year, the outgoing chair, or in their absence the vice chair, shall preside over the election of new officers until their successors are duly elected. No individual may serve more than two, one-year consecutive terms as chair or vice chair in the same position.

2.26.040 Meetings, Quorum and Voting

The arts commission shall convene in a public meeting at least once every two months. A quorum, or a simple majority of appointed members, shall be present for all public meetings and a majority vote of those present shall determine any actions taken.

2.26.045 Annual Report

The arts commission shall provide the city commission with a report summarizing its past activities annually.

2.26.050 Rules and Regulations

The arts commission may from time to time establish rules and regulations for its governance and procedures consistent with the laws of the state of Oregon, the ordinances of Oregon City, and City policies.

2.26.060 Purpose and Mission

- A. The mission of the arts commission shall be to ensure the arts (as described herein) continue to be of value as an integral part of Oregon City.
- B. The arts commission shall promote the arts in Oregon City to enrich the lives of its citizens through public art, education, and programming.
- C. The arts commission shall assist the city commission and the planning commission in using public art to enhance continuing development, including public displays of art within the city.
- D. The arts commission's duties may include strategic planning and executing public displays of visual and performing arts; preserving and enhancing the city's existing public art; and making connections with other local, regional and national organizations.
- E. The arts commission may identify, support, and partner with groups or organizations that enrich Oregon City life by bringing cultural and artistic values and artifacts to the city.

2.26.070 Powers and Duties

- A. The arts commission does not have the power to independently incur financial or contractual obligations on behalf of the City of Oregon City.
- B. The arts commission may review and recommend the approval of grant applications for funding public art within the city or other expenditures within the scope of its mission for the city manager or their designee's approval. If the city manager/ designee or any grant applicant disputes the grant award recommendation provided by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.
- C. The arts commission may identify and pursue grants or additional resources to support its mission or to fund public art on city-owned resources, as approved by the city manager or city commission. If the city manager or designee disputes the management of such resources by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.

D. The arts commission shall review and approve public art murals subject to the procedures and standards set forth in Oregon City Municipal Code Chapter 15.28.090.

2.26.080 Policies

A. The arts commission shall operate as an advisory committee of the City of Oregon City devoted exclusively to its mission.

B. The arts commission is responsible for monitoring expenses, collaborating and offering recommendations on future planning activities and budget recommendations through city staff or to the city commission as part of the annual report.

C. The arts commission shall operate in the general public interest serving the community as a whole. It shall serve no special interests.

D. The arts commission shall not endorse any commercial product or enterprise.

EXHIBIT B

15.28.090 Public art murals.

A. Public Art Mural Program Intent and Purpose. The intent and purpose of this section is to encourage the production of public art murals preserved through a public art mural easement held in trust by the city. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: Enhancing the aesthetics of the city; adding economic value and rejuvenation; providing avenues for original artistic expression in the city; encouraging community participation in the creation of original works of art; defining a cultural value and community identity; and reducing the incidence of graffiti and other crime.

B. No person shall commence creation of any public art mural without first obtaining a public art mural permit from the city and executing an easement pursuant to Section 15.28.090.B.13. Any mural - a wall sign exceeding the limitations otherwise prescribed by this chapter - that is created without approval through this chapter or in violation of the conditions of approval is prohibited.

C. Criteria for Public Art Murals. All the following criteria shall be met for public art murals:

1. Public art murals shall remain in place, without alteration, for a period of no less than five years, except as may be specified through conditions of approval. At the end of the five years, or other condition-required period, the public art mural permit shall automatically renew for another five years or conditioned-period subject to the same terms and conditions set forth in the initial approval.
2. An approved public art mural permit can be terminated by the owner at any time subject to 30-day notice to the economic development department.
3. All public art mural removal costs shall be borne by the owner.
4. Alterations to an approved and/or installed public art mural requires review and approval subject to Section 15.28.090.C.
 - a. "Alteration," as used in this section, shall be defined as a change or modification made to a permitted public art mural that might include changes in materials, surface covering, or UV protective or anti-graffiti coating. However, the following restorations shall not be considered "alterations:"

- i. Repair due to naturally occurring changes from exposure to the elements or the passage of time.
 - ii. Minor changes resulting from routine maintenance or repair.
 - iii. Slight and unintended deviations from the original when repairing the mural due to time or vandalism.
 - iv. Replication of an identical or substantially similar public art mural made necessary because of replacement, repair, or renovation of the exterior wall on which the public art mural is displayed. To qualify for this exception, the replicated public art mural must be fully installed within three years after its initial removal.
- 5. No public art murals shall be allowed on single-family dwellings, duplexes, tri- or quadplexes, designated historic structures that were originally constructed for residential use, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, tri- or quadplexes, or multi-family dwellings do not include mixed-use buildings which contain commercial space in addition to single-family dwellings, duplexes, or multi-family dwellings.
- 6. Public art murals shall only be permitted within approved zoning districts.
 - a. Approved zoning districts include:
 - i. General Commercial.
 - ii. Mixed Use Downtown.
 - iii. Mixed Use Corridor 1.
 - iv. Mixed Use Corridor 2.
 - v. Willamette Falls Downtown District.
 - vi. Institutional.
 - b. Any use that is listed under permitted uses in the institutional district in Section 17.39.020 but located in a non-institutional zone.
- 7. The public art mural shall be applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and surface stability. If placed on a wall, no part of

the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

8. No part of the public art mural shall be placed over the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.
9. No public art mural may contain electrical components; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance, image or message of the public art mural.
10. Public art murals shall be located in a manner that is visually accessible to the public.
11. The submitted design for a public art mural must be an original artwork conceived and created by the submitting artist or artist team. Art that is generated or assisted by artificial intelligence (AI), or mechanically reproduced (e.g., photocopies, mass-produced prints, stencils used for bulk replication, large-scale transfers), is not permitted. If the artist or artist team intends to produce the design off-site and install it on a building (e.g., a mosaic or vinyl wrap), the installation will be reviewed and approved on a case-by-case basis and will also be contingent upon meeting all city safety standards.
12. The mural proposal shall include methods to mitigate the impacts of weather and vandalism and a commitment to repair the mural surface as necessary for the full length of the permit term.
13. No compensation will be given or received for the display of a public art murals or for the right to place the mural on another's property by the city.
14. The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the city from the owner of the building upon which the mural will be located, in a form approved by the city attorney. The terms of the easement shall grant the right to create the public art mural on the wall of the building and provide that the person granting the easement will maintain and restore the public art mural in its original condition for the period of the easement, and state that upon termination of the easement, the mural shall be removed.

D. Approval Process.

1. Public art murals shall be approved by the Oregon City Arts Commission (“arts commission”) at a public hearing based on the criteria in OCMC 15.28.090.C. In the event that the arts commission is the applicant, the city commission shall review the permit request.
2. Notice of the application and the hearing date shall be published online and mailed to the applicant, recognized neighborhood association(s) and property owners within three hundred feet of the proposed mural location. Notices shall be issued at least twenty days pre-hearing, and the staff report and mural documents shall be available at least seven days pre-hearing. At the evidentiary hearing held before the arts commission, all issues related to the Oregon City Municipal Code shall be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.
3. In the absence of an active arts commission, the city commission will review the proposal through the public hearing process described in subsection 15.28.090.C.1.

D. Appeal Process

1. The decision is appealable to the city commission on the record. Notice of the appeal shall be received in writing by the economic development department within fourteen calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.
2. All of the following shall be included as part of the notice of appeal:
 - a. The city file number and date the decision to be appealed was rendered;
 - b. The name, mailing address and daytime telephone number for each appellant;
 - c. A statement of how each appellant has an interest in the matter and standing to appeal;
 - d. A statement of the specific grounds for the appeal;
 - e. The Appropriate Appeal Fee. Failure to include the appeal fee within the appeal period is deemed to be a jurisdictional defect and will

result in the automatic rejection of any appeal so filed. If a city-recognized neighborhood association with standing to appeal has voted to request a fee waiver pursuant to Oregon City Municipal Code Section 17.50.290.C, no appeal fee shall be required for an appeal filed by that association. In lieu of the appeal fee, the neighborhood association shall provide a duly adopted resolution of the general membership or board approving the request for fee waiver.

3. Standing to Appeal. Only those persons or recognized neighborhood associations who have participated either orally or in writing have standing to appeal the decision. Grounds for appeal are limited to those issues raised in writing before the close of the public record. No new evidence shall be allowed.
4. Notice of the Appeal Hearing. The economic development department shall issue notice of the appeal hearing to all parties who participated in writing before the close of the public record at least twenty days pre-hearing, and the staff report shall be available at least seven days pre-hearing. Notice of the appeal hearing shall contain the following information:
 - a. The file number and date of the decision being appealed;
 - b. The time, date and location of the public hearing;
 - c. The name of the applicant, owner and appellant (if different);
 - d. The street address or other easily understood location of the subject property;
 - e. A description of the permit requested and the applicant's mural proposal;
 - f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;
 - g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;
 - h. A general explanation of the requirements for participation and the city's hearing procedures.
5. The city commission decision on appeal is the city's final decision.

2.26 ARTS COMMISSION

2.26.010 ~~Created.~~

There is hereby created an arts commission for Oregon City having the powers and duties provided in this chapter.

2.26.020 ~~Members— - Terms.~~

A. ~~The arts commission shall consistbe composed~~ of nine members appointed by the mayor. ~~SuchAt least five of the appointed members may include a representative of the following entities: (1) Carnegie Center, (2) the Clackamas Community College, (3) must be residents of Oregon City schools and (4) the arts action alliance of Clackamas County. The arts commission the membership shall also contain at least five members from represent~~ a broad spectrum of citizens ~~representing the~~. ~~At least five of the appointed members shall have some expertise or experience in any art form, from performing arts, music, drama, the to~~ visual arts, literary arts, ~~andor~~ the fields of structural and landscape architecture, ~~and shall also include, in addition to these five members from the arts community, at least two citizens at large. At least five members of the commission shall reside inside the city limits.~~

B. ~~The appointees shall have staggered~~ three-year terms. ~~The original appointeesMembers of the arts commission may reapply to a new term yet shall be appointed;not serve for more than two, three for one year, three for two years and three for three years; thereafter, all consecutive terms will be for three years.~~ All members may vote on any matter coming before the arts commission, except as the ~~Ethics Lawsethics laws~~ of the ~~stateState~~ of Oregon may provide. After a member has three consecutive absences without adequate reason, the city commission may remove that member. Should a member be removed, the mayor will make a new appointment.

2.26.030 ~~Officers.~~

~~At its first meeting the~~The arts commission shall elect a chair and ~~a vice chair who shall hold office for annually. The officers elected will serve a one year, except that the first chair term, beginning immediately and vice chair shall serve untilconcluding at~~ the end of the calendar year. At the first meeting of each calendar year, the outgoing chair, or in their absence the vice chair ~~from the previous year~~, shall preside over the ~~elections for chair and vice chair. Neither the chair nor the vice chair shall serve as an officer for election of new officers until their successors are duly elected. No individual may serve more than two, one-year consecutive terms as chair or vice chair in the same position.~~

2.26.040 ~~Secretary— Meetings, Quorum, and Voting~~

A quorum of five members shall be necessary for action by the ~~The~~ arts commission. ~~The members of the arts commission shall also elect annually a secretary who need not be a member of the commission. The secretary shall keep an accurate record of the proceedings of the commission, and the arts commission shall make and file with the city commission a report of all transactions of the commission on the first city commission meeting shall convene in February of each year.~~

2.26.050 Meetings—Voting-

~~The commission shall hold an official a public meeting at least bimonthly and may hold special meetings as set by the commission. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, any item must be approved by once every two months. A quorum, or a simple majority of the voting members appointed members, shall be present for all public meetings and a majority vote of those present at a meeting to pass, unless otherwise provided. shall determine any actions taken.~~

2.26.060 Rules and regulations.045 Annual Report

The arts commission shall ~~provide the city commission with a report summarizing its past activities annually.~~

2.26.050 Rules and Regulations

~~The arts commission may from time to time establish such rules and regulations for its government governance and procedures consistent with the laws of the state and of Oregon, the ordinances of the city. Oregon City, and City policies.~~

2.26.070 Powers060 Purpose and duties.Mission

~~A. —The commission shall be specifically responsible for, but not limited to, the following:~~

~~1A.~~ The mission of the arts commission shall be to ensure the arts (as described herein) continue to be of value as an integral part of Oregon City.

~~2B.~~ The arts commission shall promote the arts in Oregon City to enrich the lives of its citizens through public art, education, and ~~demonstration programming.~~

~~3C.~~ The arts commission shall assist the city commission and the planning commission in using public art to enhance continuing development, including public ~~structures.~~ displays of art within the city.

~~4D.~~ The ~~commission's~~arts commission's duties may include strategic planning and executing public displays of visual and performing arts, ~~providing; preserving and enhancing the city's existing public art; and making~~ connections with other local, regional

and national organizations ~~working for the benefit of art and preservation of artistic values, and other similar activities.~~

5E. The arts commission ~~shall~~may identify, support, and partner with groups and/or organizations that enrich Oregon City life by bringing cultural and artistic values and artifacts to the city.

B2.26.070 Powers and Duties

A. The arts commission ~~shall~~does not have the authority and power to solicit funds~~independently incur financial or grants from individuals, corporations and other government agencies. Such funds shall be deposited in contractual obligations on behalf of the City of Oregon City civic improvement trust, to be dispensed by the arts commission in pursuit of its assigned mission. Any disbursement of funds.~~

B. The arts commission may ~~occur only with~~review and recommend the ~~concurrence~~approval of grant applications for funding public art within the city manager. ~~Should the commission and/or other expenditures within the scope of its mission for the city manager disagree regarding or their designee's approval. If the city manager/ designee or any grant applicant disputes the dispensation of funds, the dispute shall be submitted~~grant award recommendation provided by the arts commission, the decision may be appealed to the city commission~~for~~. The city commission's decision is the final resolution. ~~In all cases~~decision.

C. The arts commission ~~expenditures shall be~~may identify and pursue grants or additional resources to support its mission or to fund public art on city-owned resources, as approved by the city manager or city commission. If the city manager or designee disputes the management of such resources by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.

D. The arts commission shall review and approve public art murals subject to all provisions of law, including the local budget law. ~~the procedures and standards set forth in Oregon City Municipal Code Chapter 15.28.090.~~

2.26.080-____ Policies-

A. The arts commission shall operate as ~~a nonprofit, nonpolitical organization~~an advisory committee of the City of Oregon City devoted exclusively to its mission.

~~B. The~~B. The arts commission is responsible for monitoring expenses, collaborating and offering recommendations on future planning activities and budget recommendations through city staff or to the city commission as part of the annual report.

C. The arts commission shall operate in the general public interest serving the community as a whole. It shall serve no special interests.

~~C.D.~~ The arts commission shall not endorse any commercial product or enterprise.

2.26 ARTS COMMISSION

2.26.010 Created

There is hereby created an arts commission for Oregon City having the powers and duties provided in this chapter.

2.26.020 Members - Terms

A. The arts commission shall be composed of nine members appointed by the mayor. At least five of the appointed members must be residents of Oregon City and the membership shall represent a broad spectrum of citizens. At least five of the appointed members shall have some expertise or experience in any art form, from performing arts to visual arts, literary arts, or the fields of structural and landscape architecture.

B. The appointees shall have staggered three-year terms. Members of the arts commission may reapply to a new term yet shall not serve for more than two, three-year consecutive terms. All members may vote on any matter coming before the arts commission, except as the ethics laws of the State of Oregon may provide. After a member has three consecutive absences without adequate reason, the city commission may remove that member. Should a member be removed, the mayor will make a new appointment.

2.26.030 Officers

The arts commission shall elect a chair and vice chair annually. The officers elected will serve a one-year term, beginning immediately and concluding at the end of the calendar year. At the first meeting of each calendar year, the outgoing chair, or in their absence the vice chair, shall preside over the election of new officers until their successors are duly elected. No individual may serve more than two, one-year consecutive terms as chair or vice chair in the same position.

2.26.040 Meetings, Quorum and Voting

The arts commission shall convene in a public meeting at least once every two months. A quorum, or a simple majority of appointed members, shall be present for all public meetings and a majority vote of those present shall determine any actions taken.

2.26.045 Annual Report

The arts commission shall provide the city commission with a report summarizing its past activities annually.

2.26.050 Rules and Regulations

The arts commission may from time to time establish rules and regulations for its governance and procedures consistent with the laws of the state of Oregon, the ordinances of Oregon City, and City policies.

2.26.060 Purpose and Mission

- A. The mission of the arts commission shall be to ensure the arts (as described herein) continue to be of value as an integral part of Oregon City.
- B. The arts commission shall promote the arts in Oregon City to enrich the lives of its citizens through public art, education, and programming.
- C. The arts commission shall assist the city commission and the planning commission in using public art to enhance continuing development, including public displays of art within the city.
- D. The arts commission's duties may include strategic planning and executing public displays of visual and performing arts; preserving and enhancing the city's existing public art; and making connections with other local, regional and national organizations.
- E. The arts commission may identify, support, and partner with groups or organizations that enrich Oregon City life by bringing cultural and artistic values and artifacts to the city.

2.26.070 Powers and Duties

- A. The arts commission does not have the power to independently incur financial or contractual obligations on behalf of the City of Oregon City.
- B. The arts commission may review and recommend the approval of grant applications for funding public art within the city or other expenditures within the scope of its mission for the city manager or their designee's approval. If the city manager/ designee or any grant applicant disputes the grant award recommendation provided by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.
- C. The arts commission may identify and pursue grants or additional resources to support its mission or to fund public art on city-owned resources, as approved by the city manager or city commission. If the city manager or designee disputes the management of

such resources by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.

D. The arts commission shall review and approve public art murals subject to the procedures and standards set forth in Oregon City Municipal Code Chapter 15.28.090.

2.26.080 Policies

A. The arts commission shall operate as an advisory committee of the City of Oregon City devoted exclusively to its mission.

B. The arts commission is responsible for monitoring expenses, collaborating and offering recommendations on future planning activities and budget recommendations through city staff or to the city commission as part of the annual report.

C. The arts commission shall operate in the general public interest serving the community as a whole. It shall serve no special interests.

D. The arts commission shall not endorse any commercial product or enterprise.

15.28.090- Public art murals.

A. Public Art Mural Program Intent and Purpose. The intent and purpose of this section is to encourage the production of public art murals ~~for acquisition~~preserved through a public art mural easement held in trust by the city. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: Enhancing the aesthetics of the city; adding economic value and rejuvenation; providing avenues for original artistic expression in the city; ~~providing public edification through access to original works of public art~~; encouraging community participation in the creation of original works of art; defining a cultural value and community identity; and reducing the incidence of graffiti and other crime.

~~BB.~~ No person shall commence creation of any public art mural without first obtaining a public art mural permit from the city and executing an easement pursuant to Section 15.28.090.B.13. Any mural - a wall sign exceeding the limitations otherwise prescribed by this chapter - that is created without approval through this chapter or in violation of the conditions of approval is prohibited.

C. Criteria for Public Art Murals. All~~of~~ the following criteria shall be met for public art murals:

1. Public art murals shall remain in place, without alteration, for a period of ~~not no~~ less than five years, except as may be specified ~~by a designated governing body or by the arts commission in the~~through conditions of approval, ~~Within thirty days of~~At the end of the ~~approval~~five years, or other condition-required period, the public art mural ~~permit shall be removed unless a new approval is granted. Alterations automatically renew for another five years or conditioned-period subject to an approved~~the same terms and/or installed mural shall receive approval by a designated governing body or the arts commission- conditions set forth in the initial approval.

~~22.~~ An approved public art mural permit can be terminated by the owner at any time subject to 30-day notice to the economic development department.

3. All public art mural removal costs shall be borne by the owner.

4. Alterations to an approved and/or installed public art mural requires review and approval subject to Section 15.28.090.C.

a. "Alteration," as used in this section, shall be defined as a change or modification made to a permitted public art mural that might include changes in materials, surface covering, or UV protective or anti-graffiti coating. However, the following restorations shall not be considered "alterations:"

- i. Repair due to naturally occurring changes from exposure to the elements or the passage of time.
 - ii. Minor changes resulting from routine maintenance or repair.
 - iii. Slight and unintended deviations from the original when repairing the mural due to time or vandalism.
 - iv. Replication of an identical or substantially similar public art mural made necessary because of replacement, repair, or renovation of the exterior wall on which the public art mural is displayed. To qualify for this exception, the replicated public art mural must be fully installed within three years after its initial removal.
- 5. No public art murals shall be allowed on single-family dwellings, duplexes, ~~3—4 plexestri-~~ or quadplexes, designated historic structures that were originally constructed ~~as a for~~ residential use, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, ~~3—4 plexestri-~~ or quadplexes, or multi-family dwellings do not include mixed-use buildings which contain a commercial space in addition to single-family ~~dwelling, duplex~~ dwellings, duplexes, or multi-family dwellings.
- 36. Public art murals shall only be permitted within approved zoning districts.
 - a. Approved zoning districts include:
 - i. General Commercial.
 - ii. Mixed Use Downtown.
 - iii. Mixed Use Corridor 1.
 - iv. Mixed Use Corridor 2.
 - v. Willamette Falls Downtown District.
 - vi. Institutional.
 - b. Any use that is listed under permitted uses in the institutional district in Section 17.39.020 but located in a non-institutional zone.
- 47. The public art mural shall be ~~painted, or if ceramic, glass tiles, tesserae, or metal,~~ applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and

surface stability. ~~Not placed on a wall, no~~ part of the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

~~58.~~ No part of the public art mural shall be placed over the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.

~~69.~~ No public art mural may contain electrical components, ~~three-dimensional structural elements~~; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance, image or message of the public art mural.

~~710.~~ Public art murals shall be located in a manner that is visually accessible to the public.

~~8. The mural proposal is not mechanically reproduced, or computer generated and printed on a base that will be attached to the wall, such as, by way of illustration but not limitation, images digitally printed on vinyl.~~

~~911.~~ The submitted design for a public art mural must be an original artwork conceived and created by the submitting artist or artist team. Art that is generated or assisted by artificial intelligence (AI), or mechanically reproduced (e.g., photocopies, mass-produced prints, stencils used for bulk replication, large-scale transfers), is not permitted. If the artist or artist team intends to produce the design off-site and install it on a building (e.g., a mosaic or vinyl wrap), the installation will be reviewed and approved on a case-by-case basis and will also be contingent upon meeting all city safety standards.

~~12.~~ The mural proposal shall include methods to mitigate the impacts of weather and vandalism and a commitment to repair the mural surface as necessary for ~~a minimum of five years~~ the full length of the permit term.

~~4013.~~ No compensation will be given or received for the display of a public art murals or for the right to place the mural on another's property by the city.

~~4114.~~ The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the city from the owner of the building upon which the mural will be located, in a form approved by the city attorney. The terms of the easement shall grant the right to create the public art mural on the wall of the building and provide that the person granting the easement will maintain and restore the public art mural in its original condition

for the period of the easement, and state that upon termination of the easement, the mural shall be removed, ~~and the building restored to its prior condition.~~

CD. Approval Process.

1. Public art murals shall be approved by the Oregon City Arts Commission ("arts commission") at a public hearing based on the criteria in OCMC 15.28.090.C. In the Oregon City Municipal Code, event that the arts commission is the applicant, the city commission shall review the permit request.
2. Notice of the application and the hearing date shall be published online and mailed to the applicant, recognized neighborhood association(s) and property ~~ownersowns~~ within three hundred feet of the proposed mural location. ~~Notice~~Notices shall be issued at least twenty days pre-hearing, and the staff report and mural documents shall be available at least seven days pre-hearing. At the evidentiary hearing held before the arts commission, all issues related to the Oregon City Municipal Code shall be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.
23. In ~~lieu~~the absence of an active arts commission, the city commission will review the proposal through the public hearing process described in subsection 15.28.090.C.1.

DD. Appeal Process

1. The decision is appealable to the city commission on the record. Notice of the appeal shall be received in writing by the economic development department within fourteen calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.
42. All of the following shall be included as part of the notice of appeal:
 - a. The city file number and date the decision to be appealed was rendered;
 - b. The name, mailing address and daytime telephone number for each appellant;
 - c. A statement of how each appellant has an interest in the matter and standing to appeal;
 - d. A statement of the specific grounds for the appeal;

- e. The Appropriate Appeal Fee. Failure to include the appeal fee within the appeal period is deemed to be a jurisdictional defect and will result in the automatic rejection of any appeal so filed. If a city-recognized neighborhood association with standing to appeal has voted to request a fee waiver pursuant to Oregon City Municipal Code Section 17.50.290.C, no appeal fee shall be required for an appeal filed by that association. In lieu of the appeal fee, the neighborhood association shall provide a duly adopted resolution of the general membership or board approving the request for fee waiver.

23. Standing to Appeal. Only those persons or recognized neighborhood associations who have participated either orally or in writing have standing to appeal the decision. Grounds for appeal are limited to those issues raised in writing before the close of the public record. No new evidence shall be allowed.

34. Notice of the Appeal Hearing. The economic development department shall issue notice of the appeal hearing to all parties who participated in writing before the close of the public record at least twenty days pre-hearing, and the staff report shall be available at least seven days pre-hearing. Notice of the appeal hearing shall contain the following information:

- a. The file number and date of the decision being appealed;
- b. The time, date and location of the public hearing;
- c. The name of the applicant, owner and appellant (if different);
- d. The street address or other easily understood location of the subject property;
- e. A description of the permit requested and the applicant's mural proposal;
- f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;
- g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;
- h. A general explanation of the requirements for participation and the city's hearing procedures.

45. The city commission decision on appeal is the city's final decision.

~~No person shall commence creation of any public art mural without first obtaining approval from the city, and executing an easement pursuant to Section 15.28.090.B.11, murals that are created without approval through the aforementioned process that are not otherwise exempt pursuant to this chapter or are inconsistent with the conditions of approval from the city's decision shall not be deemed public art murals.~~

15.28.090 Public art murals.

A. Public Art Mural Program Intent and Purpose. The intent and purpose of this section is to encourage the production of public art murals preserved through a public art mural easement held in trust by the city. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: Enhancing the aesthetics of the city; adding economic value and rejuvenation; providing avenues for original artistic expression in the city; encouraging community participation in the creation of original works of art; defining a cultural value and community identity; and reducing the incidence of graffiti and other crime.

B. No person shall commence creation of any public art mural without first obtaining a public art mural permit from the city and executing an easement pursuant to Section 15.28.090.B.13. Any mural - a wall sign exceeding the limitations otherwise prescribed by this chapter - that is created without approval through this chapter or in violation of the conditions of approval is prohibited.

C. Criteria for Public Art Murals. All the following criteria shall be met for public art murals:

1. Public art murals shall remain in place, without alteration, for a period of no less than five years, except as may be specified through conditions of approval, At the end of the five years, or other condition-required period, the public art mural permit shall automatically renew for another five years or conditioned-period subject to the same terms and conditions set forth in the initial approval.

2. An approved public art mural permit can be terminated by the owner at any time subject to 30-day notice to the economic development department.

3. All public art mural removal costs shall be borne by the owner.

4. Alterations to an approved and/or installed public art mural requires review and approval subject to Section 15.28.090.C.

- a. "Alteration," as used in this section, shall be defined as a change or modification made to a permitted public art mural that might include changes in materials, surface covering, or UV protective or anti-graffiti coating. However, the following restorations shall not be considered "alterations:"

- i. Repair due to naturally occurring changes from exposure to the elements or the passage of time.

- ii. Minor changes resulting from routine maintenance or repair.

- iii. Slight and unintended deviations from the original when repairing the mural due to time or vandalism.
 - iv. Replication of an identical or substantially similar public art mural made necessary because of replacement, repair, or renovation of the exterior wall on which the public art mural is displayed. To qualify for this exception, the replicated public art mural must be fully installed within three years after its initial removal.
- 5. No public art murals shall be allowed on single-family dwellings, duplexes, tri- or quadplexes, designated historic structures that were originally constructed for residential use, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, tri- or quadplexes, or multi-family dwellings do not include mixed-use buildings which contain commercial space in addition to single-family dwellings, duplexes, or multi-family dwellings.
- 6. Public art murals shall only be permitted within approved zoning districts.
 - a. Approved zoning districts include:
 - i. General Commercial.
 - ii. Mixed Use Downtown.
 - iii. Mixed Use Corridor 1.
 - iv. Mixed Use Corridor 2.
 - v. Willamette Falls Downtown District.
 - vi. Institutional.
 - b. Any use that is listed under permitted uses in the institutional district in Section 17.39.020 but located in a non-institutional zone.
- 7. The public art mural shall be applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and surface stability. If placed on a wall, no part of the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.
- 8. No part of the public art mural shall be placed over the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.

9. No public art mural may contain electrical components; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance, image or message of the public art mural.
10. Public art murals shall be located in a manner that is visually accessible to the public.
11. The submitted design for a public art mural must be an original artwork conceived and created by the submitting artist or artist team. Art that is generated or assisted by artificial intelligence (AI), or mechanically reproduced (e.g., photocopies, mass-produced prints, stencils used for bulk replication, large-scale transfers), is not permitted. If the artist or artist team intends to produce the design off-site and install it on a building (e.g., a mosaic or vinyl wrap), the installation will be reviewed and approved on a case-by-case basis and will also be contingent upon meeting all city safety standards.
12. The mural proposal shall include methods to mitigate the impacts of weather and vandalism and a commitment to repair the mural surface as necessary for the full length of the permit term.
13. No compensation will be given or received for the display of a public art murals or for the right to place the mural on another's property by the city.
14. The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the city from the owner of the building upon which the mural will be located, in a form approved by the city attorney. The terms of the easement shall grant the right to create the public art mural on the wall of the building and provide that the person granting the easement will maintain and restore the public art mural in its original condition for the period of the easement, and state that upon termination of the easement, the mural shall be removed.

D. Approval Process.

1. Public art murals shall be approved by the Oregon City Arts Commission ("arts commission") at a public hearing based on the criteria in OCMC 15.28.090.C. In the event that the arts commission is the applicant, the city commission shall review the permit request.

2. Notice of the application and the hearing date shall be published online and mailed to the applicant, recognized neighborhood association(s) and property owned within three hundred feet of the proposed mural location. Notices shall be issued at least twenty days pre-hearing, and the staff report and mural documents shall be available for at least seven days pre-hearing. At the evidentiary hearing held before the arts commission, all issues related to the Oregon City Municipal Code shall be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.
3. In the absence of an active arts commission, the city commission will review the proposal through the public hearing process described in subsection 15.28.090.C.1.

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1. The decision is appealable to the city commission on the record. Notice of the appeal shall be received in writing by the economic development department within fourteen calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.
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 - d. A statement of the specific grounds for the appeal;
 - e. The Appropriate Appeal Fee. Failure to include the appeal fee within the appeal period is deemed to be a jurisdictional defect and will result in the automatic rejection of any appeal so filed. If a city-recognized neighborhood association with standing to appeal has voted to request a fee waiver pursuant to Oregon City Municipal Code Section 17.50.290.C, no appeal fee shall be required for an appeal filed by that association. In lieu of the appeal fee, the neighborhood association shall provide a duly adopted resolution of the general membership or board approving the request for fee waiver.

3. Standing to Appeal. Only those persons or recognized neighborhood associations who have participated either orally or in writing have standing to appeal the decision. Grounds for appeal are limited to those issues raised in writing before the close of the public record. No new evidence shall be allowed.
4. Notice of the Appeal Hearing. The economic development department shall issue notice of the appeal hearing to all parties who participated in writing before the close of the public record at least twenty days pre-hearing, and the staff report shall be available at least seven days pre-hearing. Notice of the appeal hearing shall contain the following information:
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 - c. The name of the applicant, owner and appellant (if different);
 - d. The street address or other easily understood location of the subject property;
 - e. A description of the permit requested and the applicant's mural proposal;
 - f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;
 - g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;
 - h. A general explanation of the requirements for participation and the city's hearing procedures.
5. The city commission decision on appeal is the city's final decision.



CITY OF OREGON CITY

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

Staff Report

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: March 18, 2026

SUBJECT:

Item 9.b. - Abernethy Bridge Widening and Seismic Retrofit Project - Temporary Work Area 5-year Extension Request

STAFF RECOMMENDATION:

Staff recommend that the City Commission approve the 5-year extension request to continue to use the existing temporary work areas located in Jon Storm Park and Sportcraft Landing for the completion of the Abernethy Bridge Widening and Seismic Retrofit Project.

EXECUTIVE SUMMARY:

Oregon Department of Transportation's I-205: I-5 to OR 213, phase 1A project will widen I-205 from OR 213 to OR 43 and complete a phase II seismic retrofit of the Abernethy Bridge. The purpose of the project is to improve traffic safety, relieve traffic congestion with the corridor, and provide an earthquake resilient route capable of being operational after a Cascadia seismic event.

On November 6, 2018 the voters approved Measure 3-539, which authorized use of portions of public parks to improve roadway safety, and authorized the City to allow ODOT some permanent and temporary use of Jon Storm Park and Sportcraft Landing.

The Explanatory Statement for Measure 3-539 describes the project in greater detail and indicates that "The construction impacts to the parks will last up to four years after the beginning of bridge construction."

The explanatory statement also indicates that "ODOT also proposes to temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2 ½ years during construction." The four years will expire in September of 2026.

ODOT is requesting a 5-year extension to the temporary work areas located in Jon Storm Park (a Charter Park) and Sportcraft Landing (not a Charter Park). There will be no changes to the work area boundaries, the proposed activities within the work areas, or the mitigation and replacement requirements for the impacted city properties. Rather than an easement, as was recorded against the property, ODOT is requesting a license for use. All activities will be temporary and upon completion the property will be planted and returned to park use.

BACKGROUND:

ODOT has prepared a memorandum describing the project and includes maps of the existing temporary and permanent easements located on Jon Storm Park, a Charter Park, and Sportcraft Landing, which is not designated as a Charter Park due to the commercial lease arrangements on the property with the marina (attached, dated March 9, 2026).

The memorandum indicates that the 5-year extension to utilize the temporary work areas in both parks is necessary to complete the on-going bridge construction, the utility relocation work, the subsurface soil stabilization work, and the stream mitigation and park restoration work. ODOT has indicated that the temporary work areas, as identified on the attached maps, are unchanged from the areas previously approved in 2018, the extensions are needed for the same construction laydown and storage activities that were previously approved, there are no new site impacts proposed, and that the additional time estimated as necessary to complete the project is an additional 5-years, from 9/15/2026 – 9/15/2031.

The Notice of Measure Election for Measure 3-539, which includes the caption, question, summary, and voter's pamphlet explanatory statement and the minutes and staff reports for the July 5, 2018 and August 1, 2018 City Commission meetings that approved the Measure have been included for reference.

Jon Storm Park is identified as a Charter Park in the Oregon City Charter, Sportcraft Landing is not identified as a Charter Park. Chapter X, Section 41 – Approval by Voters of the Oregon City Charter indicates the following:

The Commission may not do any of the following listed acts with regard to any designated city park or part thereof without first obtaining approval of the legal voters of the city. Said acts are as follows:

1. *Sell, lease or otherwise transfer park property.*
2. *Vacate or otherwise change the legal status of any park.*
3. *Construct permanent buildings or structures thereon other than for recreational purposes and park maintenance. In any case where at the date of adoption of this section there are existing structures which do not comply with this provision, such structures and any additions and alterations thereto are excepted from the provisions of this section.*
4. *Change the status of a natural park; construct buildings, or clear vegetation in a natural park, except for the construction of trails and essential roads and elimination of hazards constituting a clear and present danger to the public.*

Through Measure 3-539 the voters of Oregon City approved a temporary and permanent encumbrance of property from Jon Storm Park, a Charter Park, to ODOT as well as property from Sportcraft Landing. As stated above, ODOT is not requesting any change to the park property that was approved for transfer by the voters, rather an extension of time to temporarily utilize park property to complete an adjacent infrastructure project that, when completed, will fully vacate, repair the park property, and return the park property to public use.

The Commission clarified when approving the resolution to send the item to the voters that the expected impact to the parks would be 4-years, which was based on the best available information on the estimated construction timeline and as such, appears more as an estimate rather than a firm limit. The Commission should determine if the timeline in the explanatory statement is binding through the vote or was an informational estimate at the time based on a preliminary construction schedule. The proposed 5-year extension request, if approved, does not appear to conflict with criteria a-d of Section 41 outlined above.

OPTIONS:

1. Approve Abernethy Bridge Widening and Seismic Retrofit Project - Temporary Work Area 5-year Extension Request.
2. Approve Abernethy Bridge Widening and Seismic Retrofit Project - Temporary Work Area 5-year Extension Request with Amendments.
3. Deny Abernethy Bridge Widening and Seismic Retrofit Project - Temporary Work Area 5-year Extension Request and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

Included in Approved Budget:	Yes/No
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City of Oregon City – Temporary Work Area Extensions

Date: Monday, March 09, 2026

Project: I-205: OR43 to OR 213, Phase 1A (Abernethy Bridge)

To: Tony Konkol, City Manager of Oregon City

From: Rian Windsheimer, ODOT Region 1 Manager

Subject: City of Oregon City – Temporary Work Areas

ODOT's I-205: I5 to OR 213, Phase 1A project will widen I-205 from OR213 to OR43 and complete a Phase II seismic retrofit of the Abernethy Bridge. Proposed structural upgrades to Abernethy Bridge include replacement of piers, adding columns, increasing foundation sizes, enlarging columns and beams, and other substructure improvements. The project will also strengthen subsurface soils adjacent to the bridge foundations with deep soil mixing and jet grouting. The purpose of the project is to improve traffic safety, relieve traffic congestion within the corridor, and provide an earthquake resilient route capable of being operational after a Cascadia seismic event. ODOT designated I-205 as a Phase 1 statewide north-south lifeline route, which means it must be operational quickly after a disaster renders other roadways unusable or impassable.

In addition to improvements on I-205, the project will improve Clackamette Drive and local pedestrian access, provide additional parking facilities in Oregon City, and enhance Abernethy Creek. ODOT is also relocating and upgrading utility lines on behalf of local cities as part of the overall project. Including all of this work in the bridge retrofit project reduces service impacts to residents in and near the project area.

1.0 Work Area Needs - Overview

ODOT previously acquired two temporary work areas from the City of Oregon City for this project. Construction of the project is underway, and 5-year extensions are requested to support completing the remaining bridge work, necessary utility relocation work, the subsequent subsurface soil stabilization work, and finally stream restoration and landscaping to restore the park properties to their original condition.

- The temporary work areas are outlined in blue on the attached Active Drawings. The boundaries are unchanged from the work areas that were previously approved in 2018.
- The extensions are needed for the same activities that were previously approved (no new impacts).
- ODOT's need is for additional time to complete the project, from 9/15/2026 to 9/15/2031.

Location of temporary work areas:

- **Jon Storm Park – *Charter Park***
 - 16,345 sq. ft.
- **Sportcraft Landing Parking & Boat Launch**
 - 8,705 sq. ft.

2.0 Alignment with City Charter

John Storm Park is a designated park which is governed by the [Oregon City Charter of 1982](#). The purpose of Chapter 10 of the Charter is to “prevent the transfer, sale, vacation or major change in use of city parks without first obtaining an approving vote of the legal voters of the city; to designate certain park areas and their use; to preserve the natural beauty of public parks and to protect the rights of citizens in the preservation of their heritage of nature.”

Per Chapter 10, Section 41 of the City of Oregon City’s Charter:

“The commission may not do any of the following listed acts with regard to any designated city park or part thereof without first obtaining approval of the legal voters of the city. Said acts are as follows:

- (a) Sell, lease or otherwise transfer park property.
- (b) Vacate or otherwise change the legal status of any park.
- (c) Construct permanent buildings or structures thereon other than for recreational purposes and park maintenance. In any case where at the date of adoption of this section there are existing structures which do not comply with this provision, such structures and any additions and alterations thereto are excepted from the provisions of this section.
- (d) Change the status of a natural park; construct buildings, or clear vegetation in a natural park, except for the construction of trails and essential roads and elimination of hazards constituting a clear and present danger to the public.”

ODOT’s evaluation is that a time only extension of these existing temporary work areas is in alignment with the City Charter.

3.0 Path Forward

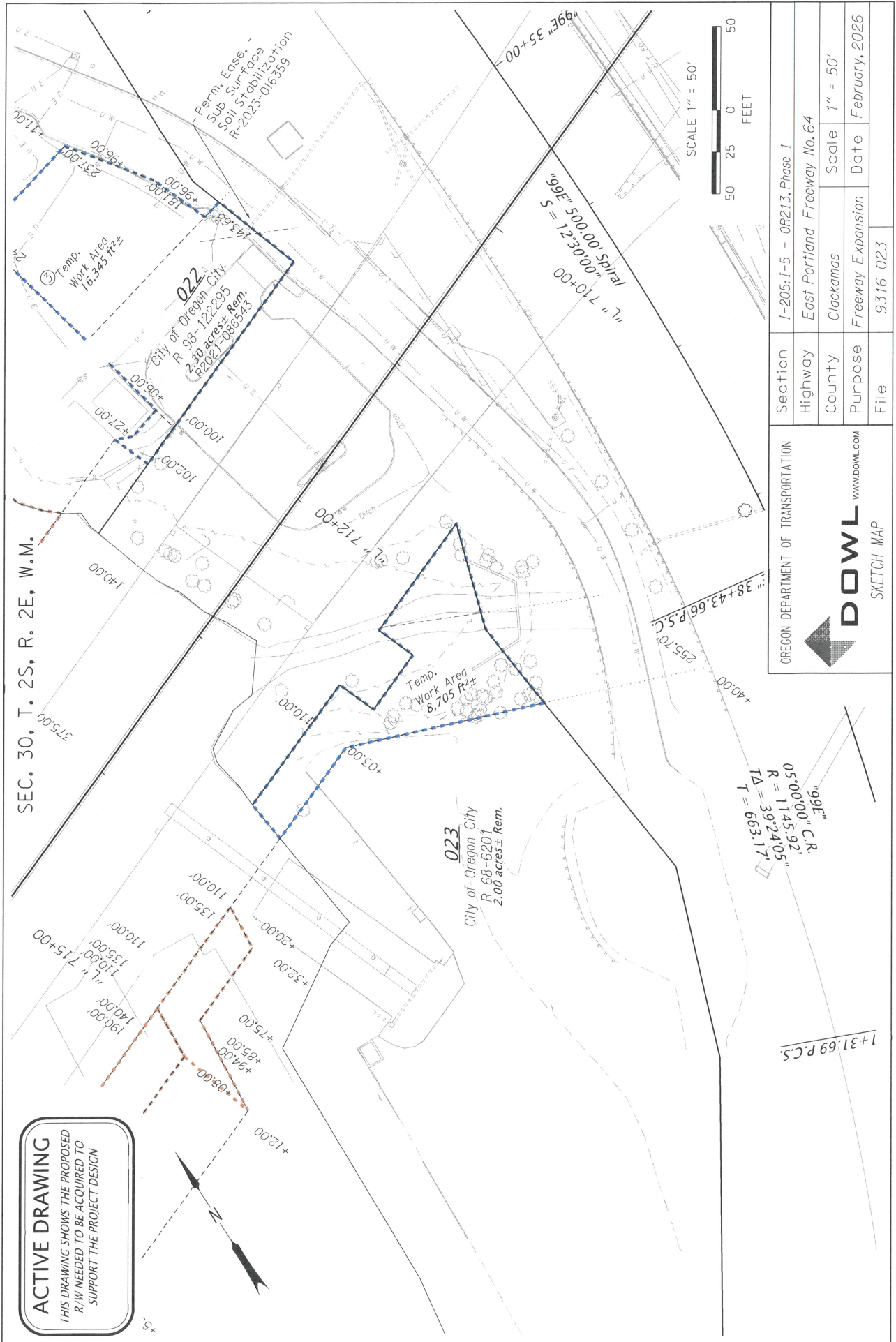
City Commission approval of this request to extend the temporary work areas will allow ODOT the time needed to complete the project. The area of use is unchanged; no additional impacts or scope of work are being proposed on the property. The agreement is temporary (no transfer of park property) and will not be recorded against the property. There will be no permanent structures built within the work areas and all vegetation will be restored upon completion of project work. Existing access to both parks and the boat ramp will continue and will be consistent with the original project agreements.

ODOT is requesting the City of Oregon City’s approval of a 5-year extension of the temporary work areas to complete the I-205 Abernethy Bridge Phase 1A Improvements.



I-205 ABERNETHY PERMANENT EASEMENTS AND TEMPORARY WORK AREA

- Permanent Easement
- Park
- Temporary Work Area
- Taxlot



SEC. 30, T. 2S, R. 2E, W.M.

ACTIVE DRAWING
THIS DRAWING SHOWS THE PROPOSED
R/W NEEDED TO BE ACQUIRED TO
SUPPORT THE PROJECT DESIGN

OREGON DEPARTMENT OF TRANSPORTATION

DOWL WWW.DOWL.COM

SKETCH MAP

Section	I-205; I-5 - OR213, Phase 1			
Highway	East Portland Freeway No. 64			
County	Clackamas	Scale	1" = 50'	
Purpose	Freeway Expansion	Date	February, 2026	
File	9316 023			

3+43.66 P.S.



WILLAMETTE RIVER

+00.00 Ordinary Low Water Line

Temp.
Work Area
16,345 ft² ±

022

022
City of Oregon City
R 98-122295
2.30 acres ± Rem.
R2021-086543

Perm. Ease.
Sub Surface
Soil Stabilization
R-2021-086543
305

ACTIVE DRAWING

THIS DRAWING SHOWS THE PROPOSED
R/W NEEDED TO BE ACQUIRED TO
SUPPORT THE PROJECT DESIGN

SCALE 1" = 50'



OREGON DEPARTMENT OF TRANSPORTATION



DOWL

WWW.DOWL.COM

SKETCH MAP

Section	<i>I-205:I-5 - OR213, Phase 1</i>		
Highway	<i>East Portland Freeway No. 64</i>		
County	<i>Clackamas</i>	Scale	<i>1" = 50'</i>
Purpose	<i>Freeway Expansion</i>	Date	<i>September 2025</i>
File	<i>9316 022</i>		

Measure Explanatory Statement for County Voters' Pamphlet

Important! Please read all instructions before completing this form. This form is to be used when filing a 'Measure Explanatory Statement for County Voters' Pamphlet' with your County Elections office. If a local government is located in more than one county, the county clerk of the county in which the city hall of the city or the administrative office of the local government is located shall be the filing officer for the 'Measure Explanatory Statement for County Voters' Pamphlet'.

Filing Information

Election: ☐ Primary 20____ ☒ General 20 18 ☐ Special _____ Measure # 3-539

Ballot Title Caption

AUTHORIZE USE OF PORTIONS OF PUBLIC PARKS IMPROVING ROADWAY SAFETY.

Name of Person responsible for content of 'Explanatory Statement' (as it should appear in the Voters' Pamphlet):

Kattie Riggs, City Recorder/Elections Officer

Name of Jurisdiction/Organization Person is authorized to represent (as it should appear in the Voters' Pamphlet):

City of Oregon City

CONTACT INFORMATION

Phone: Cell: (503) 680-2613 Work: (503) 657-0891 Home: _____

E-Mail: kriggs@orc.org

SIGNATURE

Kattie Riggs

8/16/18

Signature of person responsible for content of 'Explanatory Statement'

Date

MEASURE EXPLANATORY STATEMENT

See attached for 'Measure Explanatory Statement' (500 word/number MAX).

For Office Use only:

☒ County: Clack

Signed? ☒ Yes ☐ No

'Measure Explanatory Statement' attached?

☒ Yes ☐ No

Intake Staff Initials: jm

Word Count (500 max):

Digital copy? ☐ Yes ☒ No

Review Staff Initials: _____

Notice of Measure Election City

3-539

SEL 802

rev 01/18 ORS 250.035, 250.041,
250.275, 250.285, 254.095, 254.465

Notice		
Date of Notice 08/16/2018	Name of City or Cities City of Oregon City	Date of Election November 6, 2018
Final Ballot Title The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.		
Caption 10 words which reasonably identifies the subject of the measure.		
AUTHORIZE USE OF PORTIONS OF PUBLIC PARKS IMPROVING ROADWAY SAFETY.		
Question 20 words which plainly phrases the chief purpose of the measure.		
Shall the City authorize some permanent and temporary use of Jon Storm and Sportcraft Boat Ramp parks by ODOT?		
Summary 175 words which concisely and impartially summarizes the measure and its major effect.		
The City Charter requires voter approval for the change in status of a City park and to allow improvements (other than for recreation) in a park. The Oregon Department of Transportation (ODOT) owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. This property owner wishes to expand permanent right of way, above the parks surface for the Interstate 205 (I-205) Abernethy Bridge abutting Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each side, below the parks surface by approximately 0.3 acres, and also wishes to temporarily occupy a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.		
Explanatory Statement 500 words that impartially explains the measure and its effect.		
If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for: → any measure referred by the city governing body; or → any initiative or referendum, if required by local ordinance.		
Explanatory Statement Attached?		☒ Yes ☐ No
Authorized City Official Not required to be notarized.		
Name Kattie Riggs	Title City Recorder / Elections Officer	
Mailing Address P.O. Box 3040, Oregon City, OR 97045	Contact Phone 503-657-0891	
By signing this document: → I hereby state that I am authorized by the city to submit this Notice of Measure Election; and → I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.		

Kattie Riggs
Signature

08/16/2018

Date Signed

3-539

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

This measure would allow the Oregon Department of Transportation (ODOT) to expand permanent right of way for the Interstate 205 (I-205) Abernethy Bridge above Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each side of the bridge and allow the temporary occupancy of a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.

The construction impacts to the parks will last up to four years after the beginning of bridge construction. All park areas impacted would be restored to current conditions or better following construction.

These improvements require voter approval because Chapter X of the Oregon City Charter prohibits improvements on park property, other than for recreational purposes, and a change in the legal status of park land without a vote of the people.

Jon Storm Park and Sportcraft Boat Ramp Park are adjacent to the Abernethy Bridge on the west bank of the Willamette River. ODOT proposes to add a travel lane in each direction on I-205 between Stafford Road and OR 99E and ensure this designated life-line route is quickly functional to bring life-saving services following a Magnitude 8+ Cascadia Subduction Zone earthquake by seismically upgrading the Abernethy Bridge and eight other bridges in the corridor. These activities would require approximately 15 feet of additional ODOT right of way on each side of the bridge. At its closest location, the requested right of way would be occupied by elements of the Abernethy Bridge approximately 14 feet above Jon Storm Park and 32 feet above Sportcraft Boat Ramp Park. Recreational activities could continue in the area under the bridge following construction. ODOT also proposes to temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2 1/2 years during construction. Recreational use of both parks would be maintained during construction. A portion of ODOT right of way and currently undeveloped Oregon City property across Clackamette Drive from Jon Storm Park would be occupied to allow for development of additional parking for park users, as would the area in and immediately adjacent to Abernethy Creek to allow for stream enhancements.

At the request of ODOT, the Oregon City Commission approved sending this measure to the voters. A "yes" vote would allow the conveyance of public right of way as necessary to accommodate these improvements, increase parking near the bridge and temporary occupancy of Jon Storm and Sportcraft Boat Ramp parks. A "no" vote would deny the requested right of way, increased parking, and temporary occupancy.

I'm the person submitting this Measure Explanatory Statement for the City of Oregon City.

Kattie Riggs
Kattie Riggs, Election Official and City Recorder for the City of Oregon City



City of Oregon City

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

Staff Report

File Number: 18-363

Agenda Date: 8/1/2018

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Community Services Director Phil Lewis

File Type: Resolution

SUBJECT:

Resolution No. 18-24, Calling for an Election to Authorize the Use of Portions of Jon Storm Park and Sportcraft Boat Ramp Park Under Section 41 of the Oregon City Charter, Adopting a Ballot Title, and Conditionally Rescinding Resolution No. 18-18

RECOMMENDED ACTION (Motion):

Staff recommends approval of Resolution No. 18-24 and authorizes the City Manager to file the ballot title with the City Recorder.

BACKGROUND:

Oregon Department of Transportation (ODOT) is progressing on the I-205 Widening and Seismic Improvements Project, which will address congestion and traveler safety issues on a seven-mile stretch of I-205 between Stafford Road and OR 213. Work will also take place to improve the seismic stability of the Abernethy Bridge.

ODOT owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. In order to complete the widening of I-205 adjacent to Jon Storm Park and Sportcraft Boat Ramp Park, ODOT wishes to expand permanent right of way, above the park surface. Additionally, ODOT wishes to temporarily occupy 0.4 acres of Jon Storm Park for up to four years and 0.3 acres of Sportcraft Boat Ramp Park for up to two and a half years once construction begins in order to facilitate the roadway improvements.

Oregon City Charter requires voter approval for changes in status of a City park and to allow improvements (other than for recreation) in a park. ODOT understands the City's Charter protections and has requested that this issue be placed onto the November 6, 2018 election ballot. ODOT would be required to cover costs, if any, related to this ballot measure. The City Commission is required to hold a public hearing and adopt a resolution to place this item on the ballot.

Staff presented this information at the June 20, 2018 Work Session and the Commission already approved Resolution No. 18-18 to file the ballot title with the City Recorder. Then ODOT discovered they may need to strengthen the ground below the surface to ensure the bridge's support system improves the seismic stability. This new ballot title and language includes an additional permanent easement needed for this underground/deep surface drilling.



City of Oregon City

625 Center Street
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Staff Report

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ODOT owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. In order to complete the widening of I-205 adjacent to Jon Storm Park and Sportcraft Boat Ramp Park, ODOT wishes to expand permanent right of way, above the park surface. Additionally, ODOT wishes to temporarily occupy 0.4 acres of Jon Storm Park for up to four years and 0.3 acres of Sportcraft Boat Ramp Park for up to two and a half years once construction begins in order to facilitate the roadway improvements.

Oregon City Charter requires voter approval for changes in status of a City park and to allow improvements (other than for recreation) in a park. ODOT understands the City's Charter protections and has requested that this issue be placed onto the November 6, 2018 election ballot. ODOT would be required to cover costs, if any, related to this ballot measure. The City Commission is required to hold a public hearing and adopt a resolution to place this item on the ballot.

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RESOLUTION NO. 18-24

A RESOLUTION CALLING FOR AN ELECTION TO AUTHORIZE THE USE OF PORTIONS OF JON STORM PARK AND SPORTCRAFT BOAT RAMP PARK UNDER SECTION 41 OF THE OREGON CITY CHARTER, ADOPTING A BALLOT TITLE, AND CONDITIONALLY RESCINDING RESOLUTION NO. 18-18

WHEREAS, Jon Storm Park and Sportcraft Boat Ramp Park are located in the City and were created through the purchase of property for use as a park; and

WHEREAS, Jon Storm Park and Sportcraft Boat Ramp Park are subject to protection under Chapter X of the Oregon City Charter, including a prohibition on the change of status of a park or the construction of improvements on park land without a vote of the people; and

WHEREAS, the owner of the property adjacent to both Jon Storm Park and Sportcraft Boat Ramp Park would like to widen Interstate 205, seismically upgrade Abernethy Bridge, provide additional parking facilities, and enhance Abernethy Creek that occupies the property adjacent to one or both parks to address congestion, traveler safety, and seismic resiliency of this regionally significant lifeline route; and

WHEREAS, the construction of improvements would require approximately 15 feet of additional right of way on each side of the bridge with the upgraded Abernethy Bridge being approximately 14 feet above Jon Storm Park and 32 feet above Sportcraft Boat Ramp Park; and

WHEREAS, construction of improvements would temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years once construction begins and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2½ years once construction begins; and

WHEREAS, improvements would require a permanent easement of approximately 0.3 acres for access and maintenance to subsurface soil improvements that would be buried, would not be visible, and would not affect the facilities or activities; and

WHEREAS, recreational use of both parks would be maintained during construction and all areas impacted would be restored to current conditions or better following construction; and

WHEREAS, the City Commission has determined that it would be in the public interest to consider the use of a portion of Jon Storm Park and Sportcraft Boat Ramp Park for the I-205 widening and Abernethy Bridge seismic upgrade; and

WHEREAS, The City Commission previously adopted Resolution No. 18-18, which called an election for a similar ballot measure to allow for this project, but which did not include expansion of permanent right of way below the parks surface by approximately 0.3 acres; and

WHEREAS, If this measure is sent to the voters of Oregon City, there is no reason to send the measure approved in Resolution No. 18-18 and, therefore, if this measure reaches the voters of Oregon City, that resolution should be rescinded, and

WHEREAS, the City Commission has considered this matter on July 5, 2018, and after reviewing information presented, reached consensus to continue to further the City process and subject to this referral; and

WHEREAS, Section 41 of the City Charter of Oregon City requires voter approval of the sale, lease, transfer, or change in status of park land.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. A regular City election is called in and for the City of Oregon City, to be held Tuesday, November 6, 2018. The Clackamas County Clerk shall conduct the election.

Section 2. At that election a measure shall be submitted to the voters of Oregon City to allow the change in status of a portion of Jon Storm Park and Sportcraft Boat Ramp Park to allow permanent right of way for Abernethy Bridge above the parks and temporary occupancy within portions of the parks.

Section 3. The City Commission adopts the following ballot title to describe the measure to be placed before the voters at the November 6, 2018 regular City election. The City Manager is directed to file the following ballot title with the City Recorder:

Measure No. ____:

CAPTION: Authorize use of portions of public parks improving roadway safety.

QUESTION: Shall the City authorize some permanent and temporary use of Jon Storm and Sportcraft Boat Ramp parks by ODOT?

SUMMARY: The City Charter requires voter approval for the change in status of a City park and to allow improvements (other than for recreation) in a park. The Oregon Department of Transportation (ODOT) owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. This property owner wishes to expand permanent right of way, above the parks surface for the Interstate 205 (I-205) Abernethy Bridge abutting Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each, below the parks surface by approximately 0.3 acres, and also wishes to temporarily occupy a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.

Section 4. If the City of Oregon City and Clackamas County Circuit Court receive a petition to challenge the ballot title set forth in this resolution by 5 p.m. on August 13, 2018, this resolution will become null and void. If there is no challenge received by 5 p.m. on August 13, 2018 then Resolution No. 18-18 will be rescinded.

Section 5. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 5th day of July 2018.

DAN HOLLADAY, Mayor

Attested to this 5th day of July 2018:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

This measure would allow the Oregon Department of Transportation (ODOT) to expand permanent right of way for the Interstate 205 (I-205) Abernethy Bridge above Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each side of the bridge and allow the temporary occupancy of a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.

The construction impacts to the parks will last up to four years after the beginning of bridge construction. All park areas impacted would be restored to current conditions or better following construction.

These improvements require voter approval because Chapter X of the Oregon City Charter prohibits improvements on park property, other than for recreational purposes, and a change in the legal status of park land without a vote of the people.

Jon Storm Park and Sportcraft Boat Ramp Park are adjacent to the Abernethy Bridge on the west bank of the Willamette River. ODOT proposes to add a travel lane in each direction on I-205 between Stafford Road and OR 99E and ensure this designated life-line route is quickly functional to bring life-saving services following a Magnitude 8+ Cascadia Subduction Zone earthquake by seismically upgrading the Abernethy Bridge and eight other bridges in the corridor. These activities would require approximately 15 feet of additional ODOT right of way on each side of the bridge. At its closest location, the requested right of way would be occupied by elements of the Abernethy Bridge approximately 14 feet above Jon Storm Park and 32 feet above Sportcraft Boat Ramp Park. Seismic upgrades would also require approximately 0.3 acres of subsurface rights to be conveyed to ODOT. Recreational activities could continue in the area under the bridge following construction. ODOT also proposes to temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2 1/2 years during construction. Recreational use of both parks would be maintained during construction. A portion of ODOT right of way and currently undeveloped Oregon City property across Clackamette Drive from Jon Storm Park would be occupied to allow for development of additional parking for park users, as would the area in and immediately adjacent to Abernethy Creek to allow for stream enhancements.

At the request of ODOT, the Oregon City Commission approved sending this measure to the voters. A "yes" vote would allow the conveyance of public right of way as necessary to accommodate these improvements, increase parking near the bridge in and temporary occupancy of Jon Storm and Sportcraft Boat Ramp parks. A "no" vote would deny the requested right of way, increased parking, and temporary occupancy.

RESOLUTION NO. 18-18

A RESOLUTION CALLING FOR AN ELECTION TO AUTHORIZE THE USE OF PORTIONS OF JON STORM PARK AND SPORTCRAFT BOAT RAMP PARK UNDER SECTION 41 OF THE OREGON CITY CHARTER, AND ADOPTING A BALLOT TITLE

WHEREAS, Jon Storm Park and Sportcraft Boat Ramp Park are located in the City and were created through the purchase of property for use as a park; and

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WHEREAS, the owner of the property adjacent to both Jon Storm Park and Sportcraft Boat Ramp Park would like to widen Interstate 205, seismically upgrade Abernethy Bridge, provide additional parking facilities, and enhance Abernethy Creek that occupies the property adjacent to one or both parks to address congestion, traveler safety, and seismic resiliency of this regionally significant lifeline route; and

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WHEREAS, construction of improvement would temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years once construction begins and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2½ years once construction begins; and

WHEREAS, recreational use of both parks would be maintained during construction and all areas impacted would be restored to current conditions or better following construction; and

WHEREAS, the City Commission has determined that it would be in the public interest to consider the use of a portion of Jon Storm Park and Sportcraft Boat Ramp Park for the I-205 widening and Abernethy Bridge seismic upgrade; and

WHEREAS, the City Commission has considered this matter on July 5, 2018, and after reviewing information presented, reached consensus to continue to further the City process and subject to this referral; and

WHEREAS, Section 41 of the City Charter of Oregon City requires voter approval of the sale, lease, transfer, or change in status of park land.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. A regular City election is called in and for the City of Oregon City, to be held Tuesday, November 6, 2018. The Clackamas County Clerk shall conduct the election.

Section 2. At that election a measure shall be submitted to the voters of Oregon City to allow the change in status of a portion of Jon Storm Park and Sportcraft Boat Ramp Park to

allow permanent right of way for Abernethy Bridge above the parks and temporary occupancy within portions of the parks.

Section 3. The City Commission adopts the following ballot title to describe the measure to be placed before the voters at the November 6, 2018 regular City election. The City Manager is directed to file the following ballot title with the City Recorder:

Measure No. ____:

CAPTION: Authorize use of portions of public parks improving roadway safety.

QUESTION: Shall the City authorize some permanent and temporary use of Jon Storm and Sportcraft Boat Ramp parks by ODOT?

SUMMARY: The City Charter requires voter approval for the change in status of a City park and to allow improvements (other than for recreation) in a park. The Oregon Department of Transportation (ODOT) owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. This property owner wishes to expand permanent right of way, above the parks surface for the Interstate 205 (I-205) Abernethy Bridge abutting Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each side and also wishes to temporarily occupy a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.

Section 4. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 5th day of July 2018.

DAN HOLLADAY, Mayor

Attested to this 5th day of July 2018:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



City of Oregon City

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

Meeting Minutes

City Commission

Dan Holladay, Mayor
Renate Mengelberg, Commission President
Brian Shaw, Nancy Ide, Frank O'Donnell

Wednesday, August 1, 2018

7:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:12 PM.

Present: 5 - Commissioner Brian Shaw, Mayor Dan Holladay, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

Staffers: 10 - City Manager Tony Konkol, City Attorney William Kabeiseman, City Recorder Kattie Riggs, James Band, Administrative Assistant Lisa Oreskovich, Finance Director Wyatt Parno, Community Communications Coordinator Kristin Brown, Community Services Director Phil Lewis, Community Development Director Laura Terway and Pete Walter

2. Flag Salute

3. Ceremonies, Proclamations, and Presentations

3a. Retirement of Oregon City Police K9 Officer, Flint

Jim Band, Police Chief, gave a history of the K9 program in Oregon City and how K9 Officer Flint had served the City well for eight years. He would be retiring and would live with Officer Shockley.

Mayor Holladay presented a plaque to Officer Shockley on behalf of Flint.

3b. Oath of Office, Oregon City Police Department, for Officer Alexander Mawson

Chief Band gave a background on Officer Alexander Mawson.

Mayor Holladay administered the oath of office to Officer Mawson.

3c. Heritage Days Update by Members of the Oregon City Heritage Coordinating Committee (Thelma Haggemiller and Wendall Baskins)

Thelma Haggemiller and Wendall Baskins, Oregon City Heritage Coordinating Committee members, presented a report on Oregon City Heritage Days that had happened in June. They also discussed how heritage tourism helped the economy.

4. Citizen Comments

Commissioner Ide announced Commissioner Mengelberg had recently retired.

Gerald Dietz, resident of Oregon City and Commissioner Mengelberg's husband, explained all she had accomplished for economic development.

Mayor Holladay discussed a letter that he received recognizing Jason Thornberg for making sure that a slurry seal project did not interfere with a 50th wedding anniversary celebration.

Mike Mitchell, resident of Oregon City, announced the Downtown Oregon City Association summer events and asked for more volunteers for these events.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. First Reading of Ordinance No. 18-1011, Annexation of 0.96 Acres at 19405 S South End Road (Planning File AN 18-0001)

Mayor Holladay opened the public hearing.

Bill Kabeiseman, City Attorney, read the hearing statement. He asked if the Commission had any ex parte contacts, conflicts of interest, bias, or statements to declare. There were none.

Pete Walter, Planner, presented the staff report. This was a request to annex 0.96 acres on South End Road in order for the property to receive City services. The property was required to annex as a result of a septic system failure and had already connected to the City sewer system. No re-zoning of the property was proposed at this time. He discussed the subject property facts, the Comprehensive Plan policies that were applicable, Senate Bill 1573 criteria, district/boundary changes, and Oregon City Municipal Code approval criteria. Staff recommended approval of the application.

The applicant was not present and there was no public testimony.

Mayor Holladay closed the public hearing.

A motion was made by Commissioner Mengelberg, seconded by Commissioner Shaw, to approve the first reading of Ordinance No. 18-1011, annexation of 0.96 acres at 19405 S South End Road (Planning File AN 18-0001). The motion carried by the following vote:

Aye: 5 - Commissioner Brian Shaw, Mayor Dan Holladay, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

7. General Business

7a. Second Reading of Ordinance No. 18-1010, Remand of Land Use Board of Appeals Court Decision for Planning Files PZ 15-01: Comprehensive Plan Amendment and ZC 15-03: Zone Change Located near Beavercreek Road and Highway 213

A motion was made by Commissioner Shaw, seconded by Commissioner Mengelberg, to approve the second reading and final adoption of Ordinance No. 18-1010, remand of Land Use Board of Appeals court decision for Planning Files PZ 15-01: Comprehensive Plan Amendment and ZC 15-03: Zone Change located near Beaver Creek Road and Highway 213. The motion carried by the following vote:

Aye: 5 - Commissioner Brian Shaw, Mayor Dan Holladay, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

- 7b.** Resolution No. 18-24, Calling for an Election to Authorize the Use of Portions of Jon Storm Park and Sportcraft Boat Ramp Park Under Section 41 of the Oregon City Charter, Adopting a Ballot Title, and Conditionally Rescinding Resolution No. 18-18

Phil Lewis, Community Services Director, stated this resolution would send the temporary and permanent use of portions of Jon Storm Park and Sportcraft Boat Ramp Park to the voters. Oregon Department of Transportation (ODOT) received information after the last Commission meeting indicating that they would need a 60-foot permanent subsurface easement. It would not impact the usability of the park space.

Mr. Kabeiseman pointed out if there was a challenge to the ballot title, this resolution would become null and void. If there was no challenge, the previous resolution would be rescinded. The voters would only see one of these measures on the November 6, 2018 ballot.

A motion was made by Commissioner Ide, seconded by Commissioner Shaw, to approve Resolution No. 18-24, calling for an election to authorize the use of portions of Jon Storm Park and Sportcraft Boat Ramp Park under Section 41 of the Oregon City Charter, adopting a ballot title, and conditionally rescinding Resolution No. 18-18. The motion carried by the following vote:

Aye: 5 - Commissioner Brian Shaw, Mayor Dan Holladay, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

8. Consent Agenda

A motion was made by Commissioner Ide, seconded by Commissioner Shaw, to approve the consent agenda. The motion carried by the following vote:

Aye: 5 - Commissioner Brian Shaw, Mayor Dan Holladay, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

- 8a.** 2017 Oregon City Roadway Reconstruction Projects Contract (CI 16-018) Change Order 7
- 8b.** Municipal Court Judge Merit Pay for Performance
- 8c.** Minutes of the June 12, 2018 Work Session

9. Communications

a. City Manager

Wyatt Parno, Finance Director, announced the Movies in the Park would begin on August 3, 2018 and run until August 24, 2018. National Night Out was August 7, 2018. The League of Oregon Cities had requested that the Commission identify their priorities for the next legislative session.

b. Commission

The Commission reported on events and meetings they had attended.

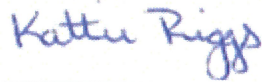
c. Mayor

Mayor Holladay also reported on meetings and events he attended.

10. Adjournment

Mayor Holladay adjourned the meeting at 8:06 PM.

Respectfully submitted,



Kattie Riggs, City Recorder



City of Oregon City

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

Staff Report

File Number: 18-317

Agenda Date: 7/5/2018

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Community Services Director Phil Lewis

File Type: Resolution

SUBJECT:

Resolution No. 18-18, Calling for an Election to Authorize the Use of Portions of Jon Storm Park and Sportcraft Boat Ramp Park Under Section 41 of the Oregon City Charter and Adopting a Ballot Title

RECOMMENDED ACTION (Motion):

Staff recommends approval of Resolution No. 18-18 and authorizes the City Manager to file the ballot title with the City Recorder.

BACKGROUND:

Oregon Department of Transportation (ODOT) is progressing on the I-205 Widening and Seismic Improvements Project, which will address congestion and traveler safety issues on a seven-mile stretch of I-205 between Stafford Road and OR 213. Work will also take place to improve the seismic stability of the Abernethy Bridge.

ODOT owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. In order to complete the widening of I-205 adjacent to Jon Storm Park and Sportcraft Boat Ramp Park, ODOT wishes to expand permanent right of way, above the park surface. Additionally, ODOT wishes to temporarily occupy 0.4 acres of Jon Storm Park for up to four years and 0.3 acres of Sportcraft Boat Ramp Park for up to two and a half years once construction begins in order to facilitate the roadway improvements.

Oregon City Charter requires voter approval for changes in status of a City park and to allow improvements (other than for recreation) in a park. ODOT understands the City's Charter protections and has requested that this issue be placed onto the November 6, 2018 election ballot. ODOT would be required to cover costs, if any, related to this ballot measure. The City Commission is required to hold a public hearing and adopt a resolution to place this item on the ballot.

Staff presented this information at the June 20, 2018 Work Session and was asked to bring it forward.



City of Oregon City

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

Staff Report

File Number: 18-317

Agenda Date: 7/5/2018

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Community Services Director Phil Lewis

File Type: Resolution

SUBJECT:

Resolution No. 18-18, Calling for an Election to Authorize the Use of Portions of Jon Storm Park and Sportcraft Boat Ramp Park Under Section 41 of the Oregon City Charter and Adopting a Ballot Title

RECOMMENDED ACTION (Motion):

Staff recommends approval of Resolution No. 18-18 and authorizes the City Manager to file the ballot title with the City Recorder.

BACKGROUND:

Oregon Department of Transportation (ODOT) is progressing on the I-205 Widening and Seismic Improvements Project, which will address congestion and traveler safety issues on a seven-mile stretch of I-205 between Stafford Road and OR 213. Work will also take place to improve the seismic stability of the Abernethy Bridge.

ODOT owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. In order to complete the widening of I-205 adjacent to Jon Storm Park and Sportcraft Boat Ramp Park, ODOT wishes to expand permanent right of way, above the park surface. Additionally, ODOT wishes to temporarily occupy 0.4 acres of Jon Storm Park for up to four years and 0.3 acres of Sportcraft Boat Ramp Park for up to two and a half years once construction begins in order to facilitate the roadway improvements.

Oregon City Charter requires voter approval for changes in status of a City park and to allow improvements (other than for recreation) in a park. ODOT understands the City's Charter protections and has requested that this issue be placed onto the November 6, 2018 election ballot. ODOT would be required to cover costs, if any, related to this ballot measure. The City Commission is required to hold a public hearing and adopt a resolution to place this item on the ballot.

Staff presented this information at the June 20, 2018 Work Session and was asked to bring it forward.

RESOLUTION NO. 18-18

A RESOLUTION CALLING FOR AN ELECTION TO AUTHORIZE THE USE OF PORTIONS OF JON STORM PARK AND SPORTCRAFT BOAT RAMP PARK UNDER SECTION 41 OF THE OREGON CITY CHARTER, AND ADOPTING A BALLOT TITLE

WHEREAS, Jon Storm Park and Sportcraft Boat Ramp Park are located in the City and were created through the purchase of property for use as a park; and

WHEREAS, Jon Storm Park and Sportcraft Boat Ramp Park are subject to protection under Chapter X of the Oregon City Charter, including a prohibition on the change of status of a park or the construction of improvements on park land without a vote of the people; and

WHEREAS, the owner of the property adjacent to both Jon Storm Park and Sportcraft Boat Ramp Park would like to widen Interstate 205, seismically upgrade Abernethy Bridge, provide additional parking facilities, and enhance Abernethy Creek that occupies the property adjacent to one or both parks to address congestion, traveler safety, and seismic resiliency of this regionally significant lifeline route; and

WHEREAS, the construction of improvements would require approximately 15 feet of additional right of way on each side of the bridge with the upgraded Abernethy Bridge being approximately 14 feet above Jon Storm Park and 32 feet above Sportcraft Boat Ramp Park; and

WHEREAS, construction of improvements would temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years once construction begins and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2½ years once construction begins; and

WHEREAS, recreational use of both parks would be maintained during construction and all areas impacted would be restored to current conditions or better following construction; and

WHEREAS, the City Commission has determined that it would be in the public interest to consider the use of a portion of Jon Storm Park and Sportcraft Boat Ramp Park for the I-205 widening and Abernethy Bridge seismic upgrade; and

WHEREAS, the City Commission has considered this matter on July 5, 2018, and after reviewing information presented, reached consensus to continue to further the City process and subject to this referral; and

WHEREAS, Section 41 of the City Charter of Oregon City requires voter approval of the sale, lease, transfer, or change in status of park land.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. A regular City election is called in and for the City of Oregon City, to be held Tuesday, November 6, 2018. The Clackamas County Clerk shall conduct the election.

Section 2. At that election a measure shall be submitted to the voters of Oregon City to allow the change in status of a portion of Jon Storm Park and Sportcraft Boat Ramp Park to

allow permanent right of way for Abernethy Bridge above the parks and temporary occupancy within portions of the parks.

Section 3. The City Commission adopts the following ballot title to describe the measure to be placed before the voters at the November 6, 2018 regular City election. The City Manager is directed to file the following ballot title with the City Recorder:

Measure No. ____:

CAPTION: Authorize use of portions of public parks improving roadway safety.

QUESTION: Shall the City authorize some permanent and temporary use of Jon Storm and Sportcraft Boat Ramp parks by ODOT?

SUMMARY: The City Charter requires voter approval for the change in status of a City park and to allow improvements (other than for recreation) in a park. The Oregon Department of Transportation (ODOT) owns property adjacent to Jon Storm Park and Sportcraft Boat Ramp Park. This property owner wishes to expand permanent right of way, above the parks surface for the Interstate 205 (I-205) Abernethy Bridge abutting Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each side and also wishes to temporarily occupy a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.

Section 4. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 5th day of July 2018.

DAN HOLLADAY, Mayor

Attested to this 5th day of July 2018:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

MEASURE EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

This measure would allow the Oregon Department of Transportation (ODOT) to expand permanent right of way for the Interstate 205 (I-205) Abernethy Bridge above Jon Storm Park and Sportcraft Boat Ramp Park by approximately 15 feet on each side of the bridge and allow the temporary occupancy of a portion of both parks during the construction of the I-205 Widening and Seismic Improvements Project.

These improvements require voter approval because Chapter X of the Oregon City Charter prohibits improvements on park property, other than for recreational purposes, and a change in the legal status of park land without a vote of the people.

Jon Storm Park and Sportcraft Boat Ramp Park are adjacent to the Abernethy Bridge on the west bank of the Willamette River. ODOT proposes to add a travel lane in each direction on I-205 between Stafford Road and OR 99E and ensure this designated life-line route is quickly functional to bring life-saving services following a Magnitude 8+ Cascadia Subduction Zone earthquake by seismically upgrading the Abernethy Bridge and eight other bridges in the corridor. These activities would require approximately 15 feet of additional ODOT right of way on each side of the bridge. At its closest location, the requested right of way would be occupied by elements of the Abernethy Bridge approximately 14 feet above Jon Storm Park and 32 feet above Sportcraft Boat Ramp Park. Recreational activities could continue in the area under the bridge following construction. ODOT also proposes to temporarily occupy approximately 0.4 acres of Jon Storm Park immediately adjacent to the bridge for up to 4 years and approximately 0.3 acres of Sportcraft Boat Ramp Park for up to 2 1/2 years during construction. Recreational use of both parks would be maintained during construction. A portion of ODOT right of way and currently undeveloped Oregon City property across Clackamette Drive from John Storm Park would be occupied to allow for development of additional parking for park users, as would the area in and immediately adjacent to Abernethy Creek to allow for stream enhancements. All areas impacted would be restored to current conditions or better following construction.

At the request of ODOT, the Oregon City Commission approved sending this measure to the voters. A "yes" vote would allow the conveyance of public right of way as necessary to accommodate these improvements, increase parking near the bridge in and temporary occupancy of Jon Storm and Sportcraft Boat Ramp parks. A "no" vote would deny the requested right of way, increased parking, and temporary occupancy.



City of Oregon City

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

Meeting Minutes

City Commission

Dan Holladay, Mayor
Renate Mengelberg, Commission President
Brian Shaw, Nancy Ide, Frank O'Donnell

Thursday, July 5, 2018

7:00 PM

Commission Chambers

REVISED

1. Convene Regular Meeting and Roll Call

Commission President Mengelberg called the meeting to order at 7:00 PM.

Present: 4 - Commissioner Brian Shaw, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

Absent: 1 - Mayor Dan Holladay

Staffers: 11 - City Manager Tony Konkol, Assistant City Attorney Carrie Richter, City Recorder Kattie Riggs, James Band, Community Services Director Phil Lewis, Economic Development Manager Eric Underwood, City Engineer Aleta Froman-Goodrich, Library Director Maureen Cole, Community Communications Coordinator Kristin Brown, Human Resources Director Patrick Foiles and Community Development Director Laura Terway

2. Flag Salute

3. Ceremonies, Proclamations

3a. Proclamation Declaring July 9 - 13, 2018 as Bike to Work, Bike to Play Week

Commission President Mengelberg read the proclamation declaring July 9 - 13, 2018 as Bike to Work, Bike to Play Week.

Kraig Pauli discussed his experience finishing fifth place in the Trans AM Bike Race.

4. Citizen Comments

Tom O'Brien, resident of Oregon City, discussed how he thought the Oregon City Charter could not be amended by Senate Bill 1573. He gave the Commission a copy of the appropriate sections of the Oregon Constitution and Charter that were applicable.

Commissioner O'Donnell encouraged citizens to either get involved on the state level on this issue or the local level and vote in the next election.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

- 6a. Request for Continuance: Remand of Land Use Board of Appeals Court Decision for Planning Files PZ 15-01: Comprehensive Plan Amendment and ZC 15-03: Zone Change Located near Beavercreek Road and Highway 213

There was consensus to wait until July 18, 2018 to take public testimony on this issue.

A motion was made by Commissioner Shaw, seconded by Commissioner Ide, to continue the hearing for the remand of the Land Use Board of Appeals court decision for Planning Files PZ 15-01: Comprehensive Plan Amendment and ZC 15-03: Zone Change Located near Beavercreek Road and Highway 213 to July 18, 2018. The motion carried by the following vote:

Aye: 3 - Commissioner Brian Shaw, Commissioner Nancy Ide and Commissioner Renate Mengelberg

Abstain: 1 - Commissioner Frank O'Donnell

7. General Business

- 7a. Second Reading of Ordinance No. 18-1007, Approving an Annexation and Rezoning of Approximately 92 Acres in Park Place (Files AN 17-0004 / ZC 17-0005)

Carrie Richter, City Attorney, stated the Commission had tentatively approved this Ordinance at their last meeting. Staff had drafted findings to be approved that night. She asked if any Commissioner had ex parte contacts to declare since the last meeting. There were none.

A motion was made by Commissioner Ide, seconded by Commissioner Shaw, to approve the second reading and final adoption of Ordinance No. 18-1007, approving an annexation and rezoning of approximately 92 acres in Park Place (Files AN 17-0004 / ZC 17-0005). The motion passed by the following vote:

Aye: 3 - Commissioner Brian Shaw, Commissioner Nancy Ide and Commissioner Renate Mengelberg

Nay: 1 - Commissioner Frank O'Donnell

- 7b. Resolution No. 18-18, Calling for an Election to Authorize the Use of Portions of Jon Storm Park and Sportcraft Boat Ramp Park Under Section 41 of the Oregon City Charter and Adopting a Ballot Title

Phil Lewis, Community Services Director, introduced Tom Hamstra and Kimberly Dinwiddie from the Oregon Department of Transportation (ODOT). This was an ODOT project to widen and seismic retrofit a portion of the I-205 corridor. This would have an impact on Jon Storm Park and Sportcraft Boat Ramp Park and required a vote.

Ms. Richter explained the proposed temporary impacts to the parks and the reasons that voter approval was required.

Mr. Hamstra clarified the work that needed to be done and affirmed the boat ramp

could still be used during the project.

Commissioner Ide suggested to make clear in the explanatory statement that the areas that would be impacted would be restored to current conditions or better following construction. Commissioner O'Donnell added that it would be temporary for up to four years.

Kattie Riggs, City Recorder, said staff would work with ODOT to make the changes as suggested.

A motion was made by Commissioner Ide, seconded by Commissioner Shaw, to approve Resolution No. 18-18, calling for an election to authorize the use of portions of Jon Storm Park and Sportcraft Boat Ramp Park under Section 41 of the Oregon City Charter and adopting a ballot title. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

8. Consent Agenda

Commissioner Ide said in the minutes of May 16, 2018, it indicated she was present when she was absent.

A motion was made by Commissioner Shaw, seconded by Commissioner Ide, to approve the consent agenda as corrected. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

- 8a.** Intergovernmental Agreement (IGA) with Clackamas County
- 8b.** Clackamas Community College Meyers Road Cost Sharing and Improvement Agreement
- 8c.** National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Contract with Brown and Caldwell, Inc.
- 8d.** Resolution No. 18-19, Revocable Permanent Obstruction in the Right-of-Way Tax Lot 2-2E-29CD-02300 (Across from 1616 Van Buren)
- 8e.** Contract with Braun Construction and Design LLC for Construction of the Hazelwood Drive Sewer Replacement Phase 1 Project
- 8f.** Easement Deed of Dedication for a Portion of Partlow Road
- 8g.** Restrictive Covenant Non-Remonstrance Agreement for Abernethy Landing
- 8h.** Restrictive Covenant Non-Remonstrance Agreement for Hillock Heights

8i. Minutes of the May 8, 2018 Work Session

8j. Minutes of the May 16, 2018 Work Session

8k. Minutes of the June 6, 2018 Work Session

9. Communications

a. City Manager

Phil Lewis, Community Services Director, announced the reopening of the Ermatinger House on July 7.

Jim Band, Police Chief, gave an update on the new police facility project.

Tony Konkol, City Manager, had distributed a progress update on the Commission goals.

b. Commission

The Commission reported on the events and meetings they had attended.

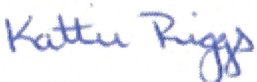
c. Mayor

There were no Mayor communications.

10. Adjournment

Commission President Mengelberg adjourned the meeting at 7:44 PM.

Respectfully submitted,



Kattie Riggs, City Recorder



River Assets and Opportunities Task Force

Founded 2017

March 12th, 2026

City of Oregon City
Attn: City Commissioners
625 Center Street
Oregon City, OR 97045

Dear Commissioners:

The River Assets and Opportunities Task Force has met regularly for the last several years on a quarterly basis. We are very pleased with the involvement of cities around Willamette Falls, both above and below, as well as all the major tourism providers and outdoor recreation specialists.

We recently learned that the Oregon Department of Transportation (ODOT) intends to continue work on the I-205 bridge and is requesting continuance of their efforts through 2031.

This extended time period on top of the many disruptions that have occurred to river-related tourism and outdoor recreation is of concern to all of us working on support of river-related economic development; outdoor recreation and the successful fishing guiding services provided below Willamette Falls.

It is our understanding that ODOT is seeking, if not permission then at least recognition, that their project request is now being extended 5 years.

There are several businesses located in the Oregon City/West Linn/Gladstone River Corridor that have suffered and will probably continue to suffer, because of access and disturbance issues in or near the river through ODOT's extended construction period. We hope your

Commission and others in the area will continue to recognize the impacts that the bridge construction is having, even though much of the work now can be continued out of water. There are still traffic and other impacts related to work staging and operational construction in and near the road network.

We hope you can take into consideration the continued impacts and encourage ODOT to make provisions for those impacts to area businesses, outdoor recreation providers, and fishing and tour guide services.

Sincerely,

Kent Ziegler and Jerry Herrmann
Co-Chairs of the River Assets and Opportunities Task Force



Attn: Oregon City Council

My name is Sam Drevo and I have been a small business owner based in Oregon City for 15 years. I run Northwest River Guides LLC, and serve thousands of Oregonians and visitors each year with my river outfitter eNRG Kayaking based out of Sportcraft moorage on the Willamette River. We have been severely affected by ODOT's bridge widening project, and are very concerned about this extension they are requesting. This project was originally to be complete in 2025, and now in 2026 they are seeking a 5 year extension. I had a meeting with ODOT's Lili Boicourt (Community Affairs) and Vidal Francis (ODOT Area Manager) last week and am distressed that they didn't mention this formal "extension" being presented tonight. This lack of transparency undermines my trust and good faith of this project.

In order for you to more appreciate my perspective I want share some business data about how this project has affected my business and I know there are other business' close by that have seen similar impacts.

Since ODOT bridge extension project started staging beginning Fall 2021, our small business which provides hands on experiences with canoe, kayak, and paddleboard tours and rentals—has experienced a **61% decline in revenue and a 64% drop in visitation**.

Using 2021 as a post-COVID baseline (the last full season before construction began), we have **lost approximately \$559,000 in direct revenue and more than 11,900 visitors to our business over the past four years (this does not account for additional indirect sales etc)**.

For a seasonal recreation business employing more than 20 people each summer and facilitating thousands of on-water experiences below Willamette Falls, this level of sustained loss is devastating.

The impacts began immediately when the ODOT project was staged. The City initially proposed removing the river moorage entirely at the start of the project. To prevent what would have been a major loss of public, tribal, and commercial river access—and the loss of my business—I stepped up to serve as President of the Three Rivers Neighborhood Association to advocate for preserving it. Fortunately, we prevailed and as part of our new lease (which included a skyrocketing rent increase), the City required us to sign a restrictive "Certificate of Understanding" preventing company vehicles from parking outside our business for more than 15 minutes so ODOT contractor vehicles / staging could occupy the lot. This effectively restricted our kids programs and delivery / access to our shop for customers and shipments of kayaks and equipment which needed to be rerouted to off-site drop off locations.

As ODOT construction progressed, accessing our business became increasingly difficult. The two-lane road to our shop was reduced to a single lane controlled by traffic lights operating on 2–5 minute cycles 24 hours a day. Customers and staff experienced daily delays simply trying to reach our location. It took ODOT weeks to return my outreach, and when I finally met with the project engineer he was more focused on the phases of the project ahead, and less about the impacts on our small business or any support available. We were never routed to nor contacted by ODOT's community affairs liaison that works with business' affected by transportation projects. Our customers became dismayed by delays and construction and we heard about it through their feedback. They did not return.

From 2022 -2024, in-water construction brought constant ear piercing pile-driving within yards of our shop in the marina store at the moorage and impeded the education & certification classes that drive our business. Barges, cranes, and tugboats regularly moved through the immediate area, creating hazards for human-powered boats such as kayaks, canoes, and paddleboards detracting from our tours and rentals. Construction lighting at night also disrupted our evening programming, including our popular full-moon paddles. The additional ODOT boat parking congestion inside the moorage from 2022-2025 brought more complications to our operation.

The cumulative impact on our business has been dramatic:

- **2021–2022:** 37% revenue decline (nearly \$100k) and 2,175 fewer visitors
- **2022–2023:** additional 16% revenue decline and 600 fewer visitors from previous year
- **2023–2024:** additional 19% revenue decline and another 560 fewer visitors yet again
- **2024–2025:** additional 14% revenue decline as the parking lot was closed for concrete pumping and resurfacing with little notice during our peak season

The only reason we are still operating today is because of an SBA disaster relief loan obtained in 2021. Without it, our doors likely would have closed. Our Oregon City location was our most successful business unit for the previous decade from 2011–2021 and now quite frankly we are running on fumes.

ODOT had a settlement with Sportcraft and their contractor Kewitt has provided ongoing economic support to my landlord with gas purchases and moorage rental for their motor boats, but ODOT has done nothing to acknowledge or attempt to remedy the disruption they have caused us as a successful tourism operator and local employer directly affected by their project.

This brings me to the proposal ODOT is presenting tonight requesting an additional **five-year extension** of the bridge widening project from (9/2026-9/2031). Given the profound and ongoing economic harm this project has caused our business, I am opposing the project extension until meaningful mitigation or reparative support is considered. The sustained economic impacts here are unprecedented and I know we are not the only business affected.

I have communicated my concerns to the county, and would greatly appreciate any guidance or assistance the city may be able to offer. Thank you for your time and consideration.

Sincerely,
Sam Drevo
Northwest River Guides LLC
Dba/ eNRG Kayaking

Jakob Wiley

From: Pamela Kromer <[REDACTED]>
Sent: Wednesday, March 18, 2026 3:15 PM
To: Jakob Wiley
Subject: Re: Agenda for the 3/10/2026 Oregon City Meeting

You don't often get email from plpk914@aol.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Commissioners,

As residents of Oregon City over 30 years in the McLoughlin Neighborhood, we are apposed to any further future extension of the temporary work areas to complete the I-205 Abernathy Bridge Phase 1A ODOT's use and operations onto City of Oregon City's Parks property which has been governed by the Oregon City Charter of 1982.

The reason we oppose ODOT's extension request is the encroachment on to public Parks and occupying John Storm Park. The changes in the status of our Natural Parks is of value to our community. Limiting access and restricted use of our Chartered Parks for additional 5 years is of great concern.

Thank-you for allowing us to submit our comments.

Respectfully, Dan and Pam Kromer 1112 John Adams St. Oregon City

On Friday, March 6, 2026 at 04:37:10 PM PST, Jakob Wiley <jwiley@orccity.org> wrote:

Please see the attached agenda for the Oregon City meeting next week.

The agenda packet can be viewed here:

- 6PM City Commission Work Session –
<https://oregoncityor.portal.civicclerk.com/event/3241/overview>

Please post where required.

Thank you,
Jakob



Jakob Wiley, JD, MS
City Recorder
City of Oregon City
503-496-1509 Direct phone
503-657-0891 City Hall

**Upcoming out of office: March 9
- 11**

Website: www.orcity.org | [Recorder's Page](#) | [Facebook](#) | [Twitter](#)

PUBLIC RECORDS LAW DISCLOSURE: This e-mail is subject to the State Retention Schedule and may be made available to the public.



[Book time to meet with me](#)

Jakob Wiley

From: No Reply <noreply@civicplus.com>
Sent: Wednesday, March 18, 2026 6:32 PM
To: City Recorder Team
Subject: Public Comment Submission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Submitted by: Dorothy Dahlsrud

Email Address: [REDACTED]

Commented on event: <https://oregoncityor.portal.civicclerk.com/event/3445/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Dorothy Dahlsrud I was planning on making a statement tonight about the ODOT extension of John Storm Park. I strongly feel ODOT should pony up to our city but they won't and 9 yrs is ridiculously long. Take this issue to the people for a vote. Sell the citizens the idea ODOT, whats in exchange? We are loosing business all Downtown and the river traffic feeds our city. Thank you I will try and get a spot to speak on zoom but it's very late