



CITY OF OREGON CITY URBAN RENEWAL COMMISSION AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 1, 2026 at 6:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel:

<https://www.youtube.com/user/CityofOregonCity>

- Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)

- Email recorderteam@orcity.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)

- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045
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1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENTS

3. DISCUSSION ITEMS

- a. Personal Services Agreement with Aquatic Insight, LLC for Clackamette Cove Water Quality Monitoring (PS 26-018)
- b. Temporary Construction Easement for ODOT OR 99E McLoughlin Bridge Project
- c. Clackamette Cove Boat House Removal Update

4. COMMUNICATIONS

5. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

ADA NOTICE

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

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

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

vegetation survey was completed in August 2025. It showed that the Cove is dominated by Eurasian watermilfoil (*Myriophyllum spicatum*), a non-native highly invasive plant that outcompetes native, beneficial species. Milfoil had reached the surface and formed surface mats across the northern two-thirds of the cove, as well as around the boat ramp and the cove inlet. These mats restrict recreational use by limiting the areas available to swimmers and paddlers and reduce water circulation, contributing to warming and degrading water quality.

Additional vegetation included native elodea (*Elodea canadensis*) and coontail (*Ceratophyllum demersum*), along with the non-native curlyleaf pondweed (*Potamogeton crispus*). It is recommended that the curlyleaf also be treated to prevent it from overtaking native vegetation once the milfoil population has been reduced. Curlyleaf begins vigorous growth when the water temperature reaches 10 C, which could be as early as March in the Cove.

Removal of the invasive species has been approved by the Urban Renewal Commission and the first treatment will take place in June 2026. This process has been carried out in other lake-like bodies of water in the region and may be enough to reduce the risk of HAB, but monitoring is necessary to evaluate the success of the method. By taking a stepwise approach, we can avoid incorporating more costly and labor-intensive methods such as aeration and sediment treatment.

OPTIONS:

- 1. Approve Personal Services Agreement with Aquatic Insight, LLC for Clackamette Cove Water Quality Monitoring (PS 26-018).
- 2. Approve Personal Services Agreement with Aquatic Insight, LLC for Clackamette Cove Water Quality Monitoring (PS 26-018) with Amendments.
- 3. Deny Personal Services Agreement with Aquatic Insight, LLC for Clackamette Cove Water Quality Monitoring (PS 26-018) and provide further direction.

BUDGET IMPACT:

Amount \$32,848.00

Fiscal Year(s): 2026-2027

Funding Source(s): Urban Renewal

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

CLACKAMETTE COVE WATER QUALITY MONITORING (PS 26-018)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY URBAN RENEWAL AGENCY (“URA”) and **AQUATIC INSIGHT, LLC** (“Consultant”).

RECITALS

- A. URA 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 URA 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 URA’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.
2. **Compensation.** URA agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **thirty-two thousand, eight-hundred, forty-eight dollars and 00/100 cents (\$32,848.00)**.
3. **Scope of Services.** Consultant’s services under this Agreement shall consist of services as detailed in **Exhibit A**, attached hereto and by this reference incorporated herein.
4. **Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in **Exhibit B**, attached hereto and by this reference incorporated herein.
5. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.
6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City URA Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be

deemed effective forty-eight (48) hours after mailing, unless sooner received.

To CITY OF OREGON CITY URBAN RENEWAL AGENCY: City of Oregon City Urban Renewal Agency
13895 Fir Street
Oregon City, OR 97045
Attention: Dayna Webb, P.E.

To Consultant: **Aquatic Insight, LLC**
4207 SE Woodstock Blvd, #535
Portland, OR 97206
Attention: Mark Rosenkranz

Consultant shall be responsible for providing the URA 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 _____ of _____, 2026.

CITY OF OREGON CITY URBAN RENEWAL AGENCY

AQUATIC INSIGHT, LLC

By: _____

By: _____

Name: Dayna Webb, P.E

Name: _____

Title: Public Works Director

Title: _____

DATED: _____, 2024.

DATED: _____, 2024.

By: _____

ORIGINAL URBAN RENEWAL APPROVAL (IF APPLICABLE):

Name: Anthony J. Konkol III

DATE: _____

Title: URA Executive Director

DATED: _____, 2024.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Urban Renewal Agency Attorney

Proposal:

Clackamette Cove Monitoring 2026-2027

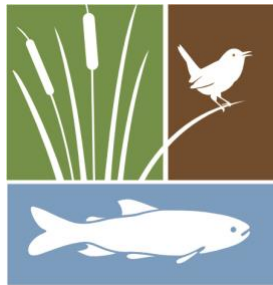
June 5, 2026

Submitted to:

City of Oregon City

Marcos Kubow

Submitted by:



Aquatic Insight LLC

Mark Rosenkranz

503-515-864

mark@aquaticinsight.com

Introduction

After concluding the Cove Alternatives Analysis project it was recommended the cove be treated as a separate waterbody from the river. As a result, several suggestions were presented for improving water quality in the cove, with the goal of improving recreational activities and aesthetics. It will be important to continue to monitor the cove to quantify the effects of any treatments that are implemented. This proposal is for a year of monitoring, starting in July 2026 and running to the end of June 2027.

Monitoring

The same methods that were used for monitoring in 2024 and 2025 will be continued for this project. This included collecting sonde profile data consisting of dissolved oxygen, temperature, pH, conductivity, and chlorophyll fluorescence. Phytoplankton samples will be collected along with water samples to be analyzed for phosphorus and nitrogen concentrations.

Site ID	Location Description	Latitude, Longitude	Depth (m)	Frequency	Parameters
Site A	Central deep area of Cove	45.3718831,-122.5985182	Sonde at 0.5 m intervals; 2 m: nutrients and phytoplankton 1m above sediment: nutrients	Biweekly (May–Oct), Once per month March and April	Field, Lab, Phytoplankton & Water Levels
Site B	East end	45.3740032,-122.5953865	Sonde at 0.5 m intervals 1 m: nutrients	Biweekly (May–Oct)	Field, Lab, Phytoplankton

Previous years monitoring included the Clackamas river in an effort to understand the water implications of introducing more of the river water into the cove. The river will not be monitored moving forward because it has become even more isolated from the cove after a high flow event in December 2026. However, after the boathouse has been re-positioned the water level logger in the cove will be re-installed to track any influence from the river.

Sample sites A and B in the cove will be monitored during summer 2026. Site A is at the deepest location and site B is north in a location with dense aquatic vegetation (See figure on following page). In July 2026 the non-native and very dense Eurasian watermilfoil (*Myriophyllum spicatum*) will be treated with herbicide in an attempt to eradicate this plant and increase circulation in the cove. Site B is central to the treatment area so a sonde profile and selective nutrient samples will be collected throughout the summer to determine if circulation improved.

Reporting

While the sampling period will last from July to June a data report will be produced in November 2026 to analyze conditions during the previous year, and to make recommendations for any modifications to the monitoring or treatment schedule for 2027.

Schedule

The cove will be sampled every two weeks from May to October and one time each month in March and April 2027. Monthly check-in meetings will continue throughout the project

Item	Lead	Week Of:																	
		6-Jul	20-Jul	3-Aug	17-Aug	31-Aug	14-Sep	28-Sep	12-Oct	26-Oct		15-Mar	12-Apr	3-May	17-May	31-May	14-Jun	28-Jun	
Lake Monitoring																			
Cove Sampling	Mark/Cher																		
Meetings	Mark/Cher																		
Presentation	Mark/Cher																		



Figure 1. Ongoing sampling sites in Clackamette Cove.

Budget

Monitoring	Cost
Phytoplankton	\$ 3,420
Nutrients	\$ 2,888
Equipment use	\$ 3,600
Labor	\$ 16,320
Sub Total	\$ 26,228
Other	
Monthly Meetings	\$ 3,120
Annual Summary	\$ 3,500
Sub total	\$6,620
Grand Total	\$ 32,848

Thank you

Mark Rosenkranz

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:
- 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) **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.
 - d) **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.
 - e) **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.
 - f) **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.
 - g) **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.
 - h) **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.
 - i) **Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
 - j) **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.
 - k) **Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
 - l) **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.
 - m) **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.
 - n) **Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
 - o) **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)

Last updated November 6, 2025

Page | 1

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: Urban Renewal Commission **Agenda Date:** July 1, 2026
From: Kelly Hart, Community Development Director

SUBJECT:

Item 3.b. - Temporary Construction Easement for ODOT OR 99E McLoughlin Bridge Project

STAFF RECOMMENDATION:

Staff seeks Urban Renewal Agency direction on whether to authorize the donation of a 20-foot temporary construction easement to ODOT for the anticipated three-year bridge project.

EXECUTIVE SUMMARY:

The Oregon Department of Transportation (ODOT) has requested a 20-foot temporary construction easement along the full frontage of Urban Renewal Agency-owned property at the northeast corner of Main Street and McLoughlin Boulevard (Tax Lot 2-2E-29-01800). The easement would support ODOT's OR 99E Clackamas River (McLoughlin) Bridge Section of the Pacific Highway East project and is anticipated to be needed for approximately three years during construction. ODOT is not seeking to purchase or permanently acquire property; the Agency will retain title and ownership. The Agency may either donate the temporary construction easement without compensation under the attached Temporary Donation Agreement or request that ODOT appraise its lease value and provide compensation for a paid temporary construction easement.

BACKGROUND:

The subject property is owned by the Oregon City Urban Renewal Agency. ODOT's request is limited to a 20-foot temporary construction easement along the property's frontage for the anticipated three-year period. Per ODOT, the purpose of this easement is temporary and solely to gain access under the bridge for repainting the steel bridge to avoid corrosion. The Agency would retain title and ownership, and the easement would expire at the end of the project or the term of the agreement.

No property acquisition, sale, or permanent easement is proposed. The Agency's decision concerns only whether ODOT's temporary construction easement should be donated or provided in exchange for compensation based on its appraised lease value.

- Temporary donation. The Agency may authorize the Urban Renewal Executive Director to execute the attached Temporary Donation Agreement, granting ODOT the temporary construction easement without compensation.
- Paid temporary construction easement. The Agency may request that ODOT appraise the lease value of the easement area and compensate the Agency for the same temporary construction easement. This would not involve ODOT acquiring the land or

any permanent property interest.

A map exhibit is included to show the location of the subject property, as well as an ODOT map identifying the limits of the proposed lease area.

OPTIONS:

1. Approve Donation of Temporary Construction Easement for ODOT OR 99E McLoughlin Bridge Project.
2. Approve Donation of Temporary Construction Easement for ODOT OR 99E McLoughlin Bridge Project with Amendments.
3. Deny Donation of Temporary Construction Easement for ODOT OR 99E McLoughlin Bridge Project and require appraisal and payment for easement.

BUDGET IMPACT:

A voluntary donation would result in no compensation to the Agency. Under the paid option, ODOT would appraise the lease value of the easement area and compensate the Agency for the temporary construction easement. Agency costs would be limited to staff and legal review.

MAP EXHIBIT

Property Location – Tax Lot 2-2E-29 – 02800



CLACKAMETTE COVE

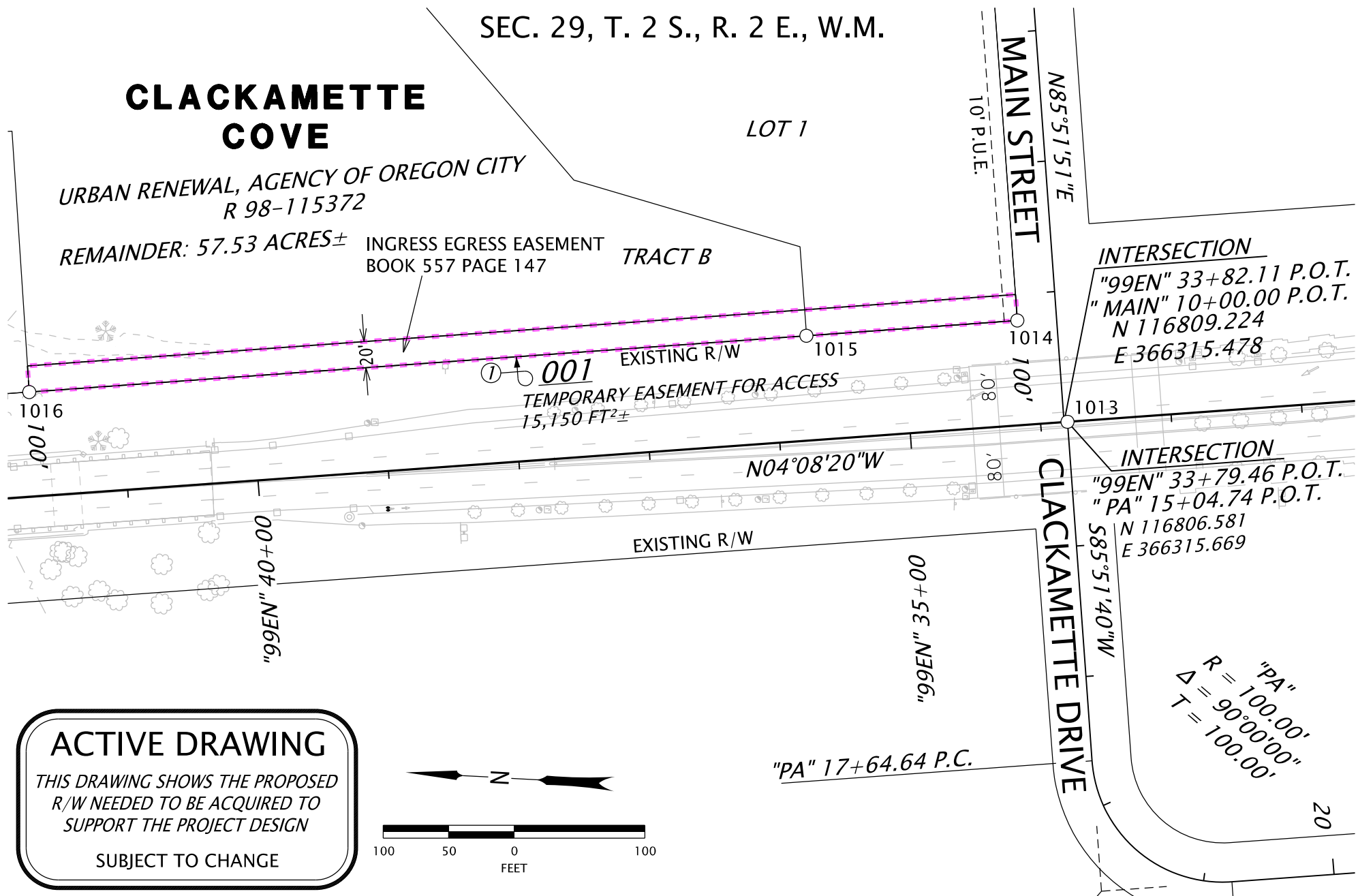
URBAN RENEWAL, AGENCY OF OREGON CITY
R 98-115372

SEC. 29, T. 2 S., R. 2 E., W.M.

LOT 1

REMAINDER: 57.53 ACRES±
INGRESS EGRESS EASEMENT
BOOK 557 PAGE 147

TRACT B

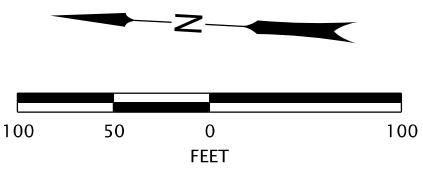



INTERSECTION
 "99EN" 33+82.11 P.O.T.
 " MAIN" 10+00.00 P.O.T.
 N 116809.224
 E 366315.478

INTERSECTION
 "99EN" 33+79.46 P.O.T.
 " PA" 15+04.74 P.O.T.
 N 116806.581
 E 366315.669

"PA"
 R = 100.00'
 Δ = 90°00'00"
 T = 100.00'

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



 OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP	SECTION	CLACKAMAS RIVER BRIDGE	SCALE	1" = 100'
	HIGHWAY	PACIFIC HIGHWAY EAST	DATE	MARCH, 2026
	COUNTY	CLACKAMAS	FILE	9912001
	PURPOSE	TEMPORARY EASEMENT ACQUISITION		

Temporary Easement For Access (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 1 and Tract B, CLACKAMETTE COVE, Clackamas County, Oregon, and being a portion of that property designated as Parcels 1 and 3 and described in that Warranty Deed to the Urban Renewal Agency of Oregon City, a municipal corporation of the State of Oregon, recorded December 4, 1998 as Recorder's Fee No. 98-115372, Film Records of Clackamas County, the said parcel being that portion of said property included in a strip of land 100' in width lying on the Easterly side of the relocated Pacific Highway East, which center line is described as follows:

Beginning at Engineer's center line Station "99EN" 17+87.41, said station being 3,067.30 feet South and 2,924.09 West of the North quarter corner of Section 29, Township 2 South, Range 2 East, W.M.; thence North 04° 08' 20" West 3,256.49 feet to Engineer's center line Station "99EN" 50+43.90.

Bearings are based upon the Oregon Coordinate Reference System, Portland zone, NAD 83 (2011) Epoch 2010.00.

This parcel of land contains 15,150 square feet, more or less

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 14, 2021
JOHN J. KARL
90989LS

RENEWS: 06-30-2027



Oregon

Tina Kotek, Governor

Department of Transportation
Transportation Region 1
123 NW Flanders St.
Portland, OR 97209-4012
(503) 731-8200
Fax: (503) 731-8259

May 26, 2026

Urban Renewal Agency of Oregon City, a
municipal corporation of the State of Oregon
625 Center St.
Oregon City, Oregon 97045

File No.:	9912-001
Grantor:	Urban Renewal Agency of Oregon City, a municipal corporation of the State of Oregon
Section:	OR99E: Clackamas River (McLoughlin) Bridge
Highway:	081 - PACIFIC HIGHWAY EAST
County:	Clackamas
FAP No.:	S081(079)e.d.12/31/28

DONATION AGREEMENT

When a public improvement project requires any government agency or its contractor to acquire or enter upon private property, the owners of that property are entitled to compensation under federal and state law. Federal law is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, PL 91-646, and state law is in Oregon Revised Statutes, 35.510, as amended.

The above federal and state laws also allow property owners to donate necessary property rights if they wish. To accomplish a donation, you only need to acknowledge that the agency has informed you of the right to compensation and that you wish to donate.

If you elect to donate the property rights as described in the attached Exhibit A or deed, subject to the above information, please date and sign this Donation Agreement in the space below.

I release ODOT from providing a valuation report.

(Grantor Name)

Date



CITY OF OREGON CITY

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

Staff Report

To: Urban Renewal Commission **Agenda Date:** July 1, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 3.c. - Clackamette Cove Boat House Removal Update

STAFF RECOMMENDATION:

Staff will provide an update as requested.

EXECUTIVE SUMMARY:

In April 2026, City staff received a complaint regarding the removal of a boathouse at Clackamette Cove and debris left in the waterway. A subsequent review determined that the structure was owned by the Clackamas County Sheriff's Office and was removed with support from Clackamas County Facilities Management staff. The review also found that the removal occurred without required City permits or prior coordination with the City and the Urban Renewal District, the property owner.

Since the initial report, City staff have conducted site inspections, coordinated with responsible parties and regulatory agencies, and assessed potential environmental impacts. Staff continue to monitor the site, work toward complete debris removal, and address outstanding permitting and compliance issues.

BACKGROUND:

On Tuesday, April 14, after close of business, Parks staff received a voicemail from a resident reporting that one of the boathouses at Clackamette Cove had been removed. The caller stated that the demolition and removal activities appeared to have left a significant amount of Styrofoam debris in and around the waterway.

During a follow-up conversation on Wednesday, April 15, the resident provided additional information and photos of the removal. They reported observing the boathouse removal the previous week and stated that, when they inquired about the activity, a Clackamas County Sheriff's Office deputy advised her that cleanup would occur on Thursday or Friday. The resident indicated that, as of April 15, no cleanup had taken place and debris remained at the site.

On Wednesday, April 15, staff from the Parks Department and Public Works Department met to discuss the concern, coordinate a response, and determine appropriate next steps. Staff developed a list of permits and approvals that would be required for the removal of a boathouse from Clackamette Cove and began reviewing whether the necessary permits had been obtained.

Following the internal meeting, staff conducted additional outreach and site review efforts and determined that the Clackamas County Sheriff's Office owned the structure and that Clackamas County Facilities Management staff assisted with its removal. Staff also determined that no permits had been obtained from the City and that neither the City nor the Urban Renewal District, which owns the property, had been notified or consulted prior to the removal activities. Staff continued to assess the extent of debris impacts and evaluate potential environmental concerns associated with Styrofoam entering the waterway.

As of June 23, 2026, staff have conducted site inspections, contacted responsible parties, and coordinated with regulatory agencies. Staff continue to monitor the site and work with involved parties to ensure that any remaining debris is removed and that all applicable permitting and environmental requirements are addressed.

Next steps include:

- Ensuring complete removal of any remaining debris associated with the boathouse demolition.
- Working with responsible parties to address permitting and authorization deficiencies identified during the review process.
- Coordinating with applicable regulatory agencies regarding any environmental impacts resulting from the demolition and debris release.
- Monitoring the site to verify compliance with all cleanup requirements and applicable regulations.

OPTIONS:

BUDGET IMPACT:

Amount \$
Fiscal Year(s):
Funding Source(s):



Clackamette Cove Boathouse Removal Permit Summary

Updated: June 23, 2026

Department of Environmental Quality (DEQ)

As of June 15, 2026 DEQ is not pursuing any fines or legal actions beyond the remediation and erosion control plan established between the City and Clackamas County. DSL has gotten involved and the County will obtain permits from them as well. Work will not begin until after July 15th when in-water work is permitted for waters connected to the Clackamas River.

Oregon City Municipal Code

OCMC 15.05 Floating Structures Code

OCMC 15.05.010 – Floating Structures Code. The floating structures code (FSC) is that document adopted by the city commission and intended to regulate the design, construction, connection and maintenance of all floating structures and their appurtenances. The FSC is on file with the city recorder and copies may be obtained from the city recorder for the cost of duplication during normal business hours. A copy of the FSC, adopted by Ordinance 93-1013 is attached.

Full code section found here:

https://library.municode.com/or/oregon_city/codes/municipal_code?nodeId=TIT15BUCO_CH15.05FLSTCO

Based on this review, a boathouse is a regulated “floating structure” and was removed from the water without permits. Under the City’s Floating Structures Code, removal of a floating structure is a regulated activity and cannot occur without prior authorization.

The FSC requires compliance with:

- Building, electrical, plumbing and mechanical permits where applicable
- State and federal regulations (e.g. DEQ, Marine Board, Army Corp, DSL, etc)

Therefore, application building permits would be required for boathouse removal.

Building Permit (OCMC 15.05)

Required?: Yes

Issued by: Building Division

Obtained?: Yes

Next Steps:

Submit a completed [Commercial Structural Demolition Application](#) either by email to permits@orcify.org or by applying online through our Citizen Self Service Portal: https://online.orcity.org/energov_prod/selfservice#/home

Oregon City requires that in addition to a CCB license, contractors have *either* a Metro Regional Contractor's License or an Oregon City business license for any business conducted in Oregon City. It is possible that you have one of these licenses and it has just expired. Below are the links to both options. Licensing confirmation will be required prior to permit issuance.

Metro: <http://www.oregonmetro.gov/tools-working/regional-contractors-business-license>

Oregon City: <https://www.orcity.org/258/Business-Licensing>

For more information on Demolition permits, please refer to our website: <https://www.orcity.org/3217/Demolition-Information> or call 503-722-3789.

Status Update as of 6/15/2026:

Permit obtained, BDEMO-26-00004. Inspection completed 6/11/2026 by Colby Fate.

Inspector comments: 06/11/26 CF - Demo Final: PASS

Received boathouse asbestos report and photo documentation of the demolition staging, process, and completion.

Erosion Control Permit (OCMC 17.47)

Required?: When disturbing more than 1,000 sf of surface. Based off of site reviews, the impacted area is less than 1,000 sf, so no permit required. They do need comply with the code, and will need to smooth the affected areas and then apply hydroseed to the exposed

soil to provide new ground cover and they will need to try and keep people off of the hydroseed until it has taken root and grass is growing.

Issued by: Public Works Engineering

Obtained?: No

Next Steps: If an Erosion Control Permit is required, please obtain the permit so that reestablishment of the impacted surfaces can be reviewed and monitored.

Status Update as of 6/15/2026: Will visit the site once the grading is complete to confirm that ground cover is acceptable.

Tree Removal Permit (OCMC 17.41)

Required? Yes – requires a [Type I Site Plan and Design Review](#) application with applicable addenda if trees are being removed (typically this is Addendum 4b.)

Issued by: Planning Division

Obtained? No

Next Steps: Complete applicable items below and submit application with completed forms via the online [Planning Application portal](#). Review will begin upon payment of applicable review fees. Planning will invoice applicant for review fees upon submission.

- [Type I Site Plan Main App \(Complete for All Apps\)](#)
- [Guide to Addendums](#)
- [Addendum 4: Landscaping](#)
- [Addendum 4b: Tree Removal](#)
- [Addendum 6: Pedestrian Circulation](#)
- [Addendum 11: Temporary Structures](#)
- [Addendum 12: Demolitions](#)

Status Update as of 6/15/2026: Meeting is scheduled on site on Thursday 6/25 with the County to discuss the project scope, verify permit requirements and next steps.

Natural Resource Overlay District Review (OCMC 17.49)

Required? Yes - if vegetated corridor (above Ordinary High-Water Mark) is temporarily disturbed the applicant shall file the applicable permit application or file an exemption request with the Oregon City Planning division. The City regulates the protected vegetated corridor and associated habitat areas, not the water body itself. Applicant is responsible for obtaining separate permits from USACE, Department of State Lands, Oregon Marine Board as may be required.

Issued by: Planning Division

Obtained?: No

Next Steps:

- Check out the NROD review webpage: <https://www.orcity.org/752/Natural-Resource-Overlay-District-Review>
- Submit applicable application (Type I or II) with completed forms via the online [Planning Application portal](#). Review will begin upon payment of applicable review fees. Planning will invoice applicant for review fees upon submission.

Status Update as of 6/15/2026: Meeting is scheduled on site on Thursday 6/25 with the County to discuss the project scope, verify permit requirements and next steps.

Grading Permit Review (OCMC 15.48)

Required? Yes - it is anticipated that the grading needed to restore the area will be in excess of 10 cubic yards

Issued by: Engineering Development Services Division

Obtained?: No, submitted but not complete.

Next Steps:

- Update applicable application with grading plan. Review will begin upon payment of applicable review fees. Engineering will invoice applicant for review fees upon submission.

Status Update as of 6/15/2026: Permit application needs updated with a grading plan.

Floodplain Review (OCMC 17.42)

Required? Yes - site lies within the 100-year floodplain

Issued by: Engineering Development Services Division

Obtained?: No

Next Steps:

- Update applicable application with grading plan. Review will begin upon payment of applicable review fees. Engineering will invoice applicant for review fees upon submission.
- Provide a cut and fill analysis to ensure no fill will be created, or if created, a comparable cut has been provided for a no net fill balance

Status Update as of 6/15/2026: Permit application needs updated with a grading plan.

Clackamette Cove Boathouse Removal Photos



Photo 1 – April 8, 2026 – Preparing to Beach



Photo 2 – April 8, 2026 – Partially Beached



Photo 3 – April 8, 2026 – Cleaning up Shore after Removal



Photo 4 – April 8, 2026 – Cleaning up Water after Removal



Photo 5 – April 16, 2026 – Pollution after Removal



Photo 6 – April 16, 2026 – Pollution after Removal



Photo 7 – April 16, 2026 – Pollution after Removal



Photo 8 – April 16, 2026 – Removal Path



Photo 9 – April 16, 2026 – Removal Path



Photo 10 – April 16, 2026 – Removal Path & Damage



Photo 11 – April 16, 2026 – Removal Path & Damage



Photo 12 – April 16, 2026 – Pollution of Shoreline



Photo 13 – April 16, 2026 – Pollution of Shoreline



Photo 14 – April 16, 2026 – Pollution of Shoreline



Photo 15 – April 16, 2026 – Pollution of Shoreline



Photo 16 – April 16, 2026 – Pollution of Shoreline



Photo 17 – April 16, 2026 – Pollution of Shoreline



Photo 18 – April 16, 2026 – Removal Path & Damage



Photo 19 – April 16, 2026 – Removal Path & Damage



Photo 20 – Structure that was Removed



Photo 20 – Structure that Remains