



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 2, 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

- a. Library Card Sign-up Month Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- a. Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Fee Appeal at 302 Bluff Street
- b. Resolution No. 26-24, Declaring an Emergency and Temporarily Exempting Construction Activities Associated with the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E) from the Prohibition Against Unlawful Noises
- c. Resolution No. 26-25, Initiating Proceedings Vacating a Portion of Public Right-of-Way, Located within Portions of Lots 61 Through 63 of "Serres Farms," Clackamas County Plat No. 4758, and Portions of Lots 64 through 67 and Lots 69 through 71 of "Serres Farms No. 2," Clackamas County Plat No. 4786 and Clackamas County Plat No. 4786 and Establishing a Public Hearing Date for October 7, 2026
- d. Amendment No. 2 to the Intergovernmental Agreement between Clackamas Water Environment Services and Partner Cities, Including the City of Oregon City for Regional Inflow and Infiltration Reduction
- e. Personal Services Agreement with Consor North America, Inc for the Mountainview Reservoir 1 Roof Coating (PS 26-017)
- f. Amendment No. 1 to the Personal Services Agreement with AKS Engineering & Forestry, LLC for Clackamette Park Design & Engineering Services

8. PUBLIC HEARINGS

- a. First Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and

9. GENERAL BUSINESS

- a. Adaptive Reuse Building Rehabilitation Program Application for 706-708 Main Street
- b. Community Survey Questions
- c. 2027-28 League of Oregon Cities Legislative Priority Ballot Selection

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

PROCLAMATION

Whereas, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth; and

Whereas, libraries welcome all people, serving as inclusive and accessible community hubs that connect individuals across cultures, generations, and experiences; and

Whereas, libraries curate collections and design programs that reflect the diversity of the populations they serve, ensuring equitable access to information, technology, and culture for all; and

Whereas, libraries help individuals navigate life's challenges by providing trusted information, digital access, job search support, and connections to essential services; and

Whereas, libraries contribute to thriving local economies by equipping job seekers, entrepreneurs, students, and creators with tools and training to succeed; and

Whereas, in times of both crisis and calm, libraries and their staff remain steadfast in supporting and strengthening their communities; and

Whereas, library resources help households save money, reduce waste, and make sustainable choices, all through the simple power of a shared public good; and

Whereas, a library card offers a front row seat to everything the library offers, from books and technology to lifelong learning and imagination; and

Whereas, libraries, librarians, and library workers across the country are joining together to celebrate Library Card Sign-up Month under the theme **"A Library Card Hits all the Right Notes."**

Now, Therefore, I, Mayor Denyse C. McGriff, do hereby proclaim:

September 2026
as
Library Card Sign-up Month

And, encourage all Oregon City residents to sign up for a library card at the Oregon City Public Library and explore the endless possibilities it offers.

In Witness Whereof, I have hereunto set my hand this 2nd day of September, 2026.

DENYSE C. McGRIFF, Mayor

From: [Denyse McGriff](#)
Sent: Sunday, August 23, 2026 7:19 PM
To: [Jarrod Lyman](#); [Jakob Wiley](#)
Subject: FW: Unfairness



Denyse C. McGriff
Mayor
dmcgriff@orccity.org
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045
503-657-0891- city hall
503-656-3912- home

From: Smoke Point <spfor2ndpurpose@gmail.com>
Sent: Saturday, August 22, 2026 2:24 PM
To: Denyse McGriff <dmcgriff@orccity.org>
Subject: Unfairness

You don't often get email from spfor2ndpurpose@gmail.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 Oregon City Officials,

I'm writing to express my concern regarding potential countywide bans on flavored nicotine products.

I understand and respect the state's and counties' responsibility to address youth nicotine use. However, I believe policy should focus on the businesses and individuals who actually violate the law rather than placing broad restrictions on every retailer, including the many convenience stores, gas stations, and smoke shops that follow Oregon's age-verification and tobacco-sales requirements.

I truly believe Oregon counties should NOT be able to make laws like this by themselves without state law. That would be the ideal bill that needs to be passed.

Youth vaping has been declining, which should be taken into consideration when evaluating whether an across-the-board flavor ban is necessary. If a retailer sells nicotine products to a minor, that retailer should be held accountable and appropriately punished. Responsible businesses that consistently check identification and comply with the law should not be treated as though they are contributing to the problem.

There is also an important economic and fiscal issue that deserves consideration. Oregon has imposed a \$0.65-per-can tax on nicotine pouches, with revenue supporting wildfire resilience and community risk-reduction efforts. If flavored nicotine products represent the overwhelming majority of pouch sales, countywide flavor prohibitions could substantially reduce the taxable sales base. That could mean less revenue flowing toward programs that Oregon has specifically identified as important to wildfire preparedness and mitigation.

I believe there are more targeted approaches available: stronger enforcement against retailers that sell to minors, meaningful penalties for repeat violators, continued compliance checks, and education for retailers and consumers. These approaches can address youth access without unnecessarily harming the law-abiding businesses that operate in our communities.

I respectfully ask state officials to consider the broader consequences of these proposed policies, including their impact on local small businesses, tax revenue, wildfire funding, and retailers that diligently follow the law.

There is an important distinction between businesses that violate age-verification laws and responsible retailers that consistently comply with them. Policy should recognize that distinction rather than imposing broad restrictions that affect everyone.

There is thousands of jobs and business at risk here, while data proves the issue is declining. This is not fair to those who follow the law.

Thank you for your consideration.

Sincerely,
Piyush Aneja

From: [Denyse McGriff](#)
Sent: Sunday, August 23, 2026 7:35 PM
To: [Jarrod Lyman](#); [Jakob Wiley](#)
Subject: FW: Banning nicotine

Denyse C. McGriff
Mayor
dmcgriff@orcify.org
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045
503-657-0891- city hall
503-656-3912- home

-----Original Message-----

From: B N <ryotous2008@icloud.com>
Sent: Friday, August 21, 2026 10:51 AM
To: Denyse McGriff <dmcgriff@orcify.org>
Subject: Banning nicotine

[You don't often get email from ryotous2008@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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 Denyse McGriff,

I believe we should not be focusing solely on nicotine. It has been in schools for quite some time now. However, the issue of fentanyl and homelessness is far more significant than the concern about nicotine flavors. Therefore, I suggest that we redirect our efforts towards addressing the pressing problems in Portland rather than focusing on the current initiatives.

From: [Denyse McGriff](#)
Sent: Sunday, August 23, 2026 7:18 PM
To: [Jarrod Lyman](#); [Jakob Wiley](#)
Subject: FW: Nicotine Ban

fyi

Denyse C. McGriff
Mayor
dmcgriff@orccity.org
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045
503-657-0891- city hall
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-----Original Message-----

From: Dustin Dedrickson <sickboyv1@aol.com>
Sent: Friday, August 21, 2026 5:12 AM
To: Denyse McGriff <dmcgriff@orccity.org>
Subject: Nicotine Ban

[You don't often get email from sickboyv1@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

No one wants a flavored nicotine ban. Focus your attention on more important matters. You're just another politician who is wasting tax payers dollars on the dumbest laws and costing your own county a lot of money to protect kids who don't need protecting. Go improve your road infrastructure or is that too difficult for your feeble little brain?

Sent from my iPhone

From: [Denyse McGriff](#)
Sent: Sunday, August 23, 2026 7:22 PM
To: [Jarrod Lyman](#); [Jakob Wiley](#)
Subject: FW: Really?



Denyse C. McGriff
Mayor
dmcgriff@orccity.org
City of Oregon City
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From: Goy Slopper <goyslopper6969@gmail.com>
Sent: Friday, August 21, 2026 5:56 PM
To: Denyse McGriff <dmcgriff@orccity.org>
Subject: Really?

You don't often get email from goyslopper6969@gmail.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.

Of all of the fucking issues in this county and you are choosing flavored vapes? The next county over gives out kits to take drugs up the ass (boofing if you're unfamiliar) and flavored vapes are what you want to focus on? I can buy a meth pipe at any smoke shop, alcohol at nearly any store.... Are you making the argument that nicotine is more dangerous than meth or booze? Obviously those don't concern you enough to call for a ban so I guess so! What a dumb fucking broad. I bet that purple dye isn't helping your obvious balding issue.

From: [Denyse McGriff](#)
Sent: Sunday, August 23, 2026 7:18 PM
To: [Jarrod Lyman](#); [Jakob Wiley](#)
Subject: FW: Flavored vapes - DO NOT BAN

The critics are weighing in! More to come

Denyse C. McGriff
Mayor
dmcgriff@orcify.org
City of Oregon City
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-----Original Message-----

From: Jessica Hardesty <jessicahardesty35@icloud.com>
Sent: Friday, August 21, 2026 10:31 AM
To: Denyse McGriff <dmcgriff@orcify.org>
Subject: Flavored vapes - DO NOT BAN

[You don't often get email from jessicahardesty35@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

Respectfully- this is NOT going to change anything. The issue is the kids and the school systems. I have been a vape user for 5 years now and REFUSE to go to tobacco or flavorless nicotine and will be forced to source it elsewhere as MANY OTHERS will too if you guys decide to go through with this.

The fact that you guys want to ban flavored nicotine and not meth or fentanyl is actually mind blowing to me. It's also disgusting that you are limiting people's options and basically leaving them with little to no option but getting back on actually carcinogenic cigarettes.

Anyways, the issue, again, is the kids and the school systems. There have been updated policies and procedures when it comes to the usage of phones, maybe you guys should consider that. Increase the JOB opportunities by putting security in front of every entrance of public schools and make searches mandatory. That would also help with the violence issue we in America experience when it comes to

schools.

Sincerely, an Oregon tax payin' & fruity flavor smokin' Clackamas county resident.

Find better things to spend OUR money and resources on please. Thanks.

Sent from my iPhone



August 27, 2026

TO: Oregon City Commission
FROM: Oregon City Parks Foundation
RE: Request to apply for local designation for the
Buena Vista Club House (NR 2020)

The Oregon City Parks Foundation (OCPF) would like to submit an application to the Historic Review Board for the purpose of seeking local designation of this National Register property.

The local designation would complement the existing National Register designation and allow for the property to be added to the city's historic resources inventory. The property is significant for its social history as one of first social clubs in the state and for its association with civic and social events that lead to the improvement of the Buena Vista neighborhood and the City of Oregon City in general.

The OCPF is requesting that the City Commission authorize the City Manager to sign the application as the property owner to allow the application to move forward for review.

Sincerely,

Damon Mabee
Chair

OREGON CITY PARKS FOUNDATION

Partnering with volunteers, donors, and community leaders to develop, enhance, promote, and sustain a thriving, accessible and connected system of parks in Oregon City.



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	September 2, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:

Item 7.a. - Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Fee Appeal at 302 Bluff Street

STAFF RECOMMENDATION:

Adopt the Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Fee Appeal at 302 Bluff Street.

EXECUTIVE SUMMARY:

James Nicita, the property owner of 302 Bluff Street, requested an exemption from Oregon City's stormwater drainage service fees for their property. On June 12, 2026, the Public Works Director denied the request. The exemption request was considered on appeal by the City Commission on August 5, 2026 and after holding a public hearing, the Commission voted 5-0 to tentatively deny the appeal.

BACKGROUND:

On June 5, 2026, the City received a request from James Nicita for an exemption from the City's monthly stormwater utility fee for the property located at 302 Bluff Street pursuant to former OCMC 13.16.100. The applicant asserted that stormwater generated on the property does not discharge to the City's public storm drainage system and instead infiltrates on-site. On June 12, 2026, the Public Works Director denied the request, finding that the applicant had not demonstrated that the City's public storm drainage system receives no stormwater from the property or provided evidence of legal disposal to a qualifying private stormwater system as required by OCMC 13.16.100.

The applicant appealed the Director's decision to the City Commission. The Commission considered the appeal at its August 5, 2026 meeting, including the applicant's written materials and supporting documentation, the Director's decision, the applicable provisions of OCMC 13.16.100 and the City's Stormwater and Grading Design Standards, staff's presentation, and the applicant's testimony. Following its review, the City Commission denied the appeal and affirmed the Public Works Director's decision.

The attached findings document the basis for the Commission's August 5 decision. The findings address procedural issues raised during the appeal and the substantive exemption criteria under former OCMC 13.16.100, including whether the City's public storm drain service receives stormwater from the property and whether the applicant provided evidence of legal disposal of stormwater through a qualifying system. The findings also address the applicant's constitutional argument regarding the stormwater utility fee.

OPTIONS:

1. Approve Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Fee Appeal at 302 Bluff Street.
2. Approve Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Fee Appeal at 302 Bluff Street with Amendments.
3. Deny Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Fee Appeal at 302 Bluff Street and provide further direction.

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

DECISION OF THE CITY COMMISSION OF OREGON CITY

Appeal by James Nicita Seeking an Exemption)
from Oregon City Stormwater Utility Fee) Decision, Findings of Fact and
Pursuant to Former OCMC 13.16.100 for) Conclusions of Law
Property Located at 302 Bluff Street)

James Nicita, the property owner of 302 Bluff Street, requested an exemption from Oregon City's stormwater drainage service fees for their property. The exemption request was considered on appeal by the City Commission on August 5, 2026 and after holding a public hearing, the Commission voted 5-0 to tentatively deny the appeal. On September 2, 2026, the City Commission considered and adopted these written findings memorializing this decision.

FINDINGS OF FACT:

On June 5, 2026, the City received a formal request from James Nicita (hereinafter "Appellant") for an exemption from Oregon City's monthly stormwater utility fee for the property located at 302 Bluff Street pursuant to OCMC 13.16.100. Appellant asserted that stormwater generated on the property does not discharge to the City's public storm drainage system and instead infiltrates on-site. Appellant also requested that any exemption be applied retroactively to the date the property was purchased in January 2007, with a corresponding refund of previously paid stormwater utility fees. On June 12, 2026, the Public Works Director denied the request for two reasons. First, the Director concluded that a stormwater exception request for this property was considered by the Director in April 2021 and that denial was not appealed. The Director goes on to conclude that the applicant did not demonstrate that the City's public storm drainage system receives no stormwater from the property or provide evidence of legal disposal to a qualifying private stormwater system as required by former OCMC 13.16.100. See attached Director's decision as Ex A.

On appeal, the Appellant argued that this appeal was timely and that the stormwater drainage conditions qualified for an exception under OCMC 13.16.100. As relevant, these facts include statements by the Appellant that "the rear of my house forms a 'bowl'" which collects and drains all areas of the property. As evidence of this, Appellant offered a topographic survey and a topographic map, which they argue establishes a "grade differential of approximately 1.5 feet between my backyard and the compacted subsurface of the Third Street sidewalk" which becomes greater when moving to the west. The City's public stormwater system includes two catch basins within Third Street and High Street. The Appellant argues that the catch basin on High Street is non-functional.

As additional proof that stormwater does not overflow the property boundaries, Appellant recounts that in the 19 years at this property, stormwater has never intruded through the backdoor of the home which is located 1.5 below the Third Street sidewalk, even during the significant rain events of 2020-2021.

Appellant explained that after this particularly wet winter, Appellant approached the Public Works Director for a solution and upon studying this issue, concluded that the “house is in a hydraulic ‘bowl.’” According to Appellant, the solution to excessive ponding was to repave Bluff Street and since conclusion, “the major ponding in my backyard has never recurred.” Although the amount of stormwater is reduced, stormwater “still flows into the ‘bowl.’”

Further, Appellant asserted that stormwater generated from their property is disposed of “legally into a ‘public water body’” “-namely the groundwater system.” Groundwater, according to the Appellant, falls within the definition of “waters of the state” pursuant to ORS 468B.005(10) and 531.110. Further, Appellant pointed out that the backyard “bowl” serves as a “private retention system” or a “private storm drain system” because it “retains all of the rain that falls on my property” which then percolated into the soil and from there, into the groundwater system.

DIRECTOR’S DECISION

The Public Works Director reviewed the application, supporting documentation, and information submitted as part of the appeal. While the materials indicate that stormwater is generally retained on-site under typical conditions, the Director concluded the Appellant did not demonstrate that the City's storm drainage system receives no stormwater from the property based on the information provided or provide evidence of a qualifying private stormwater disposal system.

PROCEDURAL CONCERNS

The 2021 Determination

In 2021, the Appellant made a request for a stormwater charge exemption with then Public Works Director John Lewis. Reviewing the documents associated with that decision, the Commission finds that it is more likely than not that Director Lewis decision did serve as a final decision on the exemption question. See 2021 decision attached as Exhibit B. The Appellant could have appealed that decision to the City Commission but elected not to out of appreciation for improvements to Bluff Road. Although it is likely that the failure to appeal the 2021 decision, forecloses the City from considering this request anew, out of an abundance of caution, the City Commission conducted review and made a decision on the merits of this appeal.

The Applicable Code Standards

This item was originally scheduled for consideration during the July 1, 2026, City Commission meeting. At the applicant's request, consideration of the appeal was postponed to allow additional time to submit supporting documentation. On July 15, 2026, while the appeal was pending, the City Commission adopted amendments to OCMC 13.16.100 that eliminated the exemption process for residential properties. Although July 15, 2026, was offered as an alternative meeting date, the applicant requested that the appeal instead be heard on August 5, 2026, to maintain continuity in the preparation and presentation of the application. The City agreed and scheduled the appeal hearing for August 5, 2026. During the proceeding, City staff made some inconsistent statements about whether this appeal could go forward subject to the standards in effect when the appeal was filed.

This confusion may be explained by the fact that most appeals considered by the Commission are land use appeals that are subject to the fixed goal post rule where the standards are fixed at the time the application is filed. ORS 227.178(3)(a)(A). However, this appeal is not a land use case and the fixed goal post rule does not apply. Whether a change in law applies retroactively is determined by the language of the standard itself. *Mahana v. Miller*, 281 Or 77, 573 P2d 1238 (1978), In cases where the standard is silent, as is the case here, if a law affects substantive rights and liabilities by changing the legal consequences of past conduct, imposing new or different liabilities, it is presumed to apply only prospectively to future causes of action. *Employment Div. v. Bechtel*, 36 Or App 831, 585 P2d 769 (1978) and *Bradley v. SAIF*, 38 Or App 559, 590 P2d 784, *rev den* 287 Or 123 (1979).

In the present case, application of current OCMC 13.16.100 rather than former regulation would foreclose an right of review on appeal and Appellant would automatically be liable for stormwater charges that could be challenged under former law. As a result, the Commission finds that it will not apply the newly enacted OCMC 13.16.100 to this application.

Disqualification of the Mayor for Bias

Before the meeting, the Appellant challenged the Mayor's participation for bias. Appellant argued that this bias comes from "a history of expressing personal animosity towards me." Examples of the animosity include a comment at a July 3 hearing to consider the code amendments to OCMC 13.16.100 as being received at "the eleventh hour." In a second example, at a July 17 meeting talking about the current appeal, the Mayor recounted that this is the 2nd time that this appeal had been considered and that the former Public Works

Director had denied this application. Appellant believes that this reflects prejudgment of the application. In closing, the Appellant suggests that the Mayor's participation, which the Appellant believes will be retaliatory and motivated by bias, creates a First Amendment Free Speech violation.

At the opening of the public hearing to consider this matter on appeal, the Mayor, as well as the other Commissioners were asked about prejudgment bias. When asked whether the Mayor had "prejudged or come to any conclusions about you will vote on this matter?" The Mayor responded that: "I have not. I have reviewed the material, and any decision will be based on the submittal, the criteria and the city code." When asked: "Are you able to set aside any personal or previous engagements with this appellant to make a decision considering this matter alone? I don't have any bias or animosity or anything against this particular person whatsoever. ... I do not have any bias or predetermined concerns about this particular application at all." August 5 meeting at 55:21. Based on these disclosures, the Mayor participated in this decision. The other Commissioners were polled and indicated no bias.

The bar for establishing bias is high. *Columbia Riverkeeper v. Clatsop County*, 267 Or App 578, 602, 341 P3d 790 (2014) The legal standard for bias requires showing actual bias about the narrow question at issue. The only comment made by the Mayor relating specifically to this matter on appeal did nothing more than recount past events and does not express any particular predisposition to any particular outcome. There is no indication that the decision maker was incapable of setting aside their biases to impartially decide applications based on evidence and law. *Wal-Mart Stores, Inc. v. City of Central Point*, 49 Or LUBA 697, 709-10 (2004). During the hearing, the Mayor expressed her understanding of the obligation and ability to make a decision entirely based on the record without prejudgment. There is no evidence to suggest that the Mayor failed to engage in necessary fact-finding and apply the law to the fact, and instead based her vote in retaliation based on animus against Appellant.

In order to establish a claim of First Amendment retaliation, the offending actions must "chill a person of ordinary firmness from continuing to engage in the protected activity. *Blair v. Bethel Sch. Dist.*, 608 F.3d 540, 543 (9th Cir. 2010). In the case *Nicita v. Holladay*, Nicita pursued a First Amendment retaliation claim against former Mayor Holladay for repeated public statements directed to humiliate and embarrass Nicita. Considering speech alone, the court found in favor of Holladay. *Mulligan v. Nichols*, 835 F.3d 983, 989 (9th Cir. 2016). (The "marketplace of ideas is undermined if public officials are prevented from responding to speech of citizens with speech of their own.") Without getting into the gritty details, the alleged retaliatory speech offered by Holladay is radically different in

degree. The “chilling effect” identified by the court was Holladay’s participation in a vote to not grant a fee waiver in a land use case resulting in the imposition of a nearly \$8,000 fee could deter a person from engaging in attempts to stop the development, particularly where’s the plaintiff’s challenge of the land use case that was the motivating factor in Holladay’s denial of the fee waiver. Therefore, as a summary judgment matter where the facts are viewed most favorably for the plaintiff, the court found that plaintiff had sufficiently plead a claim for First Amendment retaliation.

There are a number of facts that distinguish this case from the *Holladay* case. First and most importantly, there is no indication that the Mayor’s actions, historically or in this case, deterred Appellant from proceeding with this appeal. In addition to their notice of appeal, Appellant’s submitted into the record two additional written rebuttals in response to the staff report recommendation of denial, which the Mayor indicated reviewing as part of the record. During the hearing, Mr. Nicita was invited to present public testimony but in an oral statement indicated having “covered his bases pretty thoroughly in my written submissions” and would rely on those submissions. Hearing video at 1:03:15. Similarly, there is no indication that the Mayor’s decision in this appeal was driven by retaliation against Mr. Nicita for proceeding with his right to seek appeal or to advocate in favor of it.

For these reasons, the City Commission finds the City’s decision was not based on retaliation for seeking appeal but rather was based on an evaluation of the facts in the record against the adopted city standard.

ANALYSIS AND FINDINGS

Each of the applicable code standards are set forth in italics below with the Commission’s analysis and findings following:

Chapter 13.16 – Storm Drainage Service Charges

13.16.100 – Exemptions, reductions and appeal.

Vacant and unimproved properties within the city are exempt from the charges in Section [13.16.050](#). Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

Finding: The City Commission finds that OCMC 13.16.100 requires an applicant seeking an exemption from the storm drainage fee demonstrate two things: (1) that the City's public

storm drain service does not receive stormwater from the subject property and (2) that stormwater is discharged through legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

Does “the public storm drain service does not receive stormwater from property used or occupied by that person?”

Finding: Regarding the first point, the City Commission finds that the applicant's assertion that stormwater generally remains on the property and infiltrates into the ground because of sloping topography does not, by itself, demonstrate that the public storm drain service receives no stormwater from the property. The information submitted indicates that stormwater is generally retained on-site under typical conditions; however, the information does not conclusively establish that no stormwater from the property reaches the City's public storm drainage system.

This conclusion is reinforced by the previous Public Works Director's analysis of factual assertions that are nearly identical to those asserted in this appeal and concluding:

“it's my opinion that the City's public storm drainage system does receive stormwater from your property. Obviously as with many properties, there are rainfall amounts/intensities that may not accumulate to result in onsite flow, but I believe based on the area geology/topography that the City's storm drainage systems receive runoff from your property.”

The current Public Works Director's June 12, 2026 decision drew the same conclusion.

Although as part of this the Appellant includes additional facts relating to historic flooding events, City and Appellant pursued remedies, this additional argument does nothing more than reinforce the idea that stormwater does pond in the Appellants backyard. The Commission finds that this does not provide substantial evidence that the City's system does not receive some overflow stormwater from this property.

Is there “evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility?”

Finding: The City Commission finds that former OCMC 13.16.100 requires an applicant seeking a stormwater fee exemption to provide “evidence of legal disposal of stormwater” to a private retention system, private storm drain system, public water body, or other receiving facility. The Stormwater and Grading Design Standards establish the City's requirements for the design, documentation, review, and approval of stormwater management facilities, including facilities that rely upon infiltration for stormwater disposal. Accordingly, where an applicant relies upon on-site infiltration as the means of

stormwater disposal, the City's Stormwater and Grading Design Standards provide the applicable criteria for demonstrating that the asserted stormwater management system is adequately evaluated, designed, documented, and approved.

The City Commission finds that, in the context of former OCMC 13.16.100, “legal disposal” means more than the physical occurrence of stormwater infiltrating into the ground and becoming waters of the state. The applicant must provide evidence establishing that the means of disposal is a qualifying stormwater management system that has been evaluated and approved in accordance with the City's applicable requirements. The Stormwater and Grading Design Standards provide the technical and approval framework for making that determination.

The City Commission therefore finds that evidence that stormwater may infiltrate on the property, without the technical documentation and evidence of approval required by the City's Stormwater and Grading Design Standards, does not establish legal disposal for purposes of former OCMC 13.16.100.

Stormwater and Grading Design Standards

The City's Stormwater and Grading Design Standards establish requirements for documentation and analysis where infiltration is relied upon as a stormwater management method, including infiltration testing and analysis, supporting calculations, and soil documentation.

Section 4.5 – Infiltration Rate and Testing

“To size stormwater management facilities, it is necessary to know the infiltration rate of the soil at the actual facility location.”

The section establishes requirements for infiltration testing and directs that testing be conducted in accordance with the methods and specifications contained in Appendix D.

Finding: The City Commission finds that the Appellant's request relies on on-site infiltration as the means by which stormwater generated on the property is disposed. Section 4.5 establishes that the infiltration rate of the soil at the facility location is necessary to size a stormwater management facility. The Appellant did not provide infiltration testing or other technical documentation establishing the infiltration rate of the soils at the location relied upon for stormwater disposal. Therefore, the record does not provide the information necessary for the City to determine whether the asserted infiltration is adequate to support a stormwater management facility consistent with the City's standards.

Appendix D Infiltration Testing

Section D.1 – General

“To properly size and locate stormwater management facilities, it is necessary to characterize the soil infiltration conditions at the location of the proposed facility.”

Finding: The City Commission finds that the applicant has asserted that the property disposes of stormwater through natural infiltration. However, the applicant did not provide documentation demonstrating that the soil infiltration conditions at the location relied upon for stormwater disposal have been characterized in accordance with Appendix D.

The materials submitted establish that stormwater may collect in a low area of the property and may infiltrate under typical conditions. However, the materials do not establish the site's infiltration rate or demonstrate that the site's infiltration characteristics are adequate to support the volume of stormwater generated by the property.

Accordingly, the City Commission finds that the applicant did not provide the technical information necessary to establish that the asserted infiltration constitutes a stormwater management facility meeting the City's standards.

The City Commission does not find that infiltration cannot occur on the property. Rather, the Commission finds that the applicant did not provide the documentation necessary for the City to verify the capacity or adequacy of the asserted infiltration in accordance with the City's Stormwater and Grading Design Standards.

The City Commission therefore finds that the applicant did not establish that the asserted on-site infiltration constitutes a legally approved stormwater disposal system. Therefore, the applicant has not demonstrated that the asserted on-site infiltration satisfies the requirements for a stormwater fee exemption.

The City Commission therefore finds that evidence that stormwater may infiltrate on the property, without the technical documentation and evidence of approval required by the City's Stormwater and Grading Design Standards, does not establish legal disposal for purposes of former OCMC 13.16.100.

In conclusion, the Appellant has not demonstrated compliance with OCMC 13.16.100 and is not eligible for the requested stormwater fee exemption. The City Commission affirms the Public Works Director's June 12, 2026 decision and denies the exemption request.

***SHEETZ* CONSTITUTIONAL CHALLENGES**

In addition, Appellant argues that the City lacks the constitutionally required “essential nexus” for imposing a stormwater fee “because my residential property does not drain into the City’s storm drain system,” pursuant to *Sheetz v. County of El Dorado* is 601 U.S. 267

(2024). As explained above, the existing Public Works Director, along with the former Public Works Director concluded that the evidence did not support a finding that the subject property does not drain into the City's storm drain system. The City Commission can rely on this analysis, along with their own evaluation of the same, to suggest that stormwater is reaching the City's system to some degree. Second, the scope of this appeal is solely to consider a stormwater fee exemption as allowed under OCMC 13.16.100. The City is not under any obligation to make nexus / rough proportionality findings when denying a fee reduction. Third, in addition to the lack of evidence of no direct use of the public system, the City finds a nexus in that every resident who lives in Oregon City, who drives and parks on city streets leaving debris from tires that run into the City's system and who recreate within the City, enjoying the value of clean rivers made possible by the public stormwater system. These indirect benefits are included as part of the assessment as set forth in the City's 2021 rate study that generally provides a nexus for assessment in the fee obligation.

Therefore, to the extent required, the City finds that there is a nexus between the stormwater utility fee and the benefits public stormwater treatment provides to this Appellant.

CONCLUSION

Having considered all of the evidence presented, the City Commission finds that OCMC 13.16.100, the requirements for obtaining a stormwater fee credit are not satisfied. This appeal is denied and the Public Works Directors decision is affirmed.

Date of Adoption: 9/2/2026

Vote outcome: _____ Aye, _____ Nay, _____ Abst.

Attest:

Jakob S. Wiley, City Recorder

NOTICE OF DIRECTOR'S DECISION ON STORMWATER EXEMPTION

Requestor: James Nicita
302 Bluff Street
Oregon City, OR 97045

Date: June 12, 2026

On June 5, 2026, Mr. Nicita requested an exemption from Oregon City's stormwater drainage service fees for their property located at 302 Bluff Street. Mr. Nicita explains that the property does not use the City storm drainage system, as evidenced by a topographic survey showing that the property drains in a direction away from the existing public storm lines located in 3rd Street and High Streets.

In order to qualify for an exemption or reduction in the storm drainage fee pursuant to OCMC 13.16.100, an applicant must demonstrate that (1) "the public storm drain service does not receive stormwater from property used or occupied by that person" and (2) provide "evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility."

Although the property slope does suggest that stormwater is primarily contained onsite, this difference in elevation is insufficient to conclusively establish that the City's public stormwater drainage system does not receive any stormwater from this property. Said differently, this property may be a "bowl" but in heavy rain events, this "bowl" will eventually overtop the "bowl" directing water into the City's system. Further, there is no evidence of a legally-approved private retention or storm drainage system onsite or receipt via a public water body that is providing disposal of stormwater.

These findings are further reaffirmed by a denial of a nearly identical request filed by Mr. Nicita in 2021. See attached.

For these reasons, this stormwater exemption and credit request is denied.



Dayna Webb, PE
Public Works Director

From: [James Nicita](#)
Sent: Tuesday, April 27, 2021 11:55 AM
To: John M. Lewis
Subject: Re: Request for exemption from stormwater utility fee

John,

Thanks for your email below. Sorry it has taken a few days to get back to you. I have been on deadline and submitted my materials yesterday.

I appreciate your taking the time to help work through both the exemption question and the Park runoff matter.

I will get with my neighbors and see if we can figure out how shallow the bedrock is in the area we want to put the rain garden.

Jim

On Thursday, April 22, 2021, John M. Lewis <jmlewis@orcity.org> wrote:

Hello Jim. It was good to meet today and discuss all the stormwater related topics we were able to discuss. I have reached out to a couple key staff to confirm better understanding of the public stormwater lines on 3rd Street and the Alley pipeline.

Regarding the stormwater exemption, it's my opinion that the City's public storm drainage system does receive stormwater from your property. Obviously as with many properties, there are rainfall amounts/intensities that may not accumulate to result in offsite flow, but I believe based on the area geology/topography that the City's storm drainage systems receive runoff from your property. However, OCMC provides you with an opportunity to demonstrate otherwise. As we discussed and based on our site walk today, there is some logic that there is no direct connection the public storm drainage system. And we will try to confirm if there is a gravity connection option to the existing storm drainage system on 3rd Street. There is also the option for you to pump your site water to the City's storm drainage system (like the phone company building) and I definitely think there are options for some of your street side roof drains to get to the City's storm drainage system.

The other part of the demonstration is that it include evidence of legal disposal. Depending on what you ultimately do in your back yard there may be an approvable low impact private system but that doesn't exist today and I'm not sure what that

might look like and I'm not aware of a qualifying residential solution. Maybe a storage and re-use system? Something like this would be unique and I'm not familiar with whether this would be a building code approved facility or something else?

13.16.100 - Exemptions, reductions and appeal.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050. Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

(Ord. 93-1025 §4, 1993: prior code §8-9-10)

I'll check our history of bids for unit costs associated with a French drain in case you and your neighbors pursue a Promenade drainage system.

Hoping to get back to you next week.

Thanks again for your time.

John M. Lewis, P.E.
Public Works Director
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045
503.657.0891 phone
503.793.2255 cell
email: jmlewis@orccity.org
City web site: www.orccity.org
Bid/RFP site: <http://bids.orccity.org/>

The City of Oregon City is open for business and continues to offer services and programs online and virtually. Some City facilities are open to the public, find current openings [here](#), we encourage visitors to wear a mask, practice physical distancing, and reschedule in-person visits if you are feeling unwell.

The City has installed additional shielding and is providing hand sanitizer as well as occupancy limits to ensure our staff and visitors have a safe, no touch experience. Our goal is to be responsive to our community throughout this pandemic; we appreciate your understanding and cooperation.

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

From: James Nicita <james.nicita@gmail.com>

Sent: Friday, April 16, 2021 3:12 PM

To: Tony Konkol <tkonkol@orccity.org>; John M. Lewis <jmlewis@orccity.org>; Eric Hand <ehand@orccity.org>; Bill Kabeiseman <billkab@batemanseidel.com>

Subject: Re: Request for exemption from stormwater utility fee

Good Afternoon,

I am writing with a follow up reminder of my request for exemption from the City's stormwater utility fee.

Thank you for your consideration of this request.

James Nicita
302 Bluff Street

On Thu, Mar 25, 2021 at 12:39 PM James Nicita <james.nicita@gmail.com> wrote:

Good Afternoon:

Pursuant to OCMC 13.16.100, I write to request a full exemption from the City's stormwater utility fee for my property at [302 Bluff Street](#) in Oregon City.

As evidenced by the attached photograph and topographic survey, my property does not use the City storm drainage system. The attached photograph shows my two southern downspouts discharging between the sidewalk and my house. In turn, the attached topographic survey demonstrates that my southern property line is at the sidewalk. Therefore, all storm water runoff on the south side of my house is handled within my property.

The same is true on all other sides of my house. All rainfall onto my property collects at a low point in my backyard, and seeps into the ground. My backyard, in fact, is about 1.5 to 2 feet below the elevation of the sidewalk that runs along Third Street, so there is no possibility of any stormwater runoff flowing onto Third Street, or any other City property or right-of-way.

My house's building footprint sits at the boundary of the McLoughlin Promenade. From my foundation, the Promenade immediately slopes upward towards the

Promenade walk at the cliff above Highway 99E. Not only does my property not drain onto the Promenade, the opposite is true: the City's stormwater runoff off of the Promenade flows onto and into my property.

There is no City drainage along the Promenade, Bluff Street, or Promenade Street. Furthermore, there is no City drainage along Third Street along the south side of my house. The nearest catch basin is quite some distance away, at the northwest corner of High Street and Third Street.

Although I am making this request in the spirit of cooperation, as attorney, and in an abundance of caution, under an attorney's duty of professional responsibility I would be negligent if I did not close this email by noting that in making this request I am not waiving either my or any successor owner's right to seek recoupment of past payments of the stormwater utility fee nor redress or compensation for any possible damages caused by the City's failure to manage its Promenade runoff that flows onto my property, or preventing that runoff from flowing onto my property.

Thank you for considering this request.

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Thank you for considering this request.

James Nicita
[302 Bluff Street](#)
[Oregon City](#)

From: James Nicita <[REDACTED]>
Sent: Wednesday, September 2, 2026 2:23 PM
To: Denyse McGriff; Adam Marl; Mike Mitchell; Rocky Smith, Jr.; Scott Wilson
Cc: Tony Konkol; Dayna Webb; Jakob Wiley; City Recorder Team; crichter
Subject: Applicant reply and request for reconsideration: Consent Agenda Item 7a: Adoption of Decision, Findings of Fact and Conclusions of Law in the Stormwater Utility Appeal at 302 Bluff Street, City Commission Regular Meeting, September 2, 2026

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.

It concerns me that this item is listed on the consent agenda. I as a citizen, and other citizens of Oregon City, have the right to know how individual elected officials evaluate and vote specifically on a quasi-judicial decision. I respectfully request that this item be taken off the consent agenda and addressed as a separate item, with a roll-call vote.

Furthermore, I was unable to address or challenge arguments raised after the close of the public hearing. I am taking the opportunity to do so here. I am respectfully requesting that the Commission reopen the public hearing and enter these comments into the record. I also request that the Commission respond to these points and add the Commission's response to its findings of fact and conclusions of law.

After it does so, I respectfully request that the Commission reconsider its August 5, 2026 tentative decision, and grant me my requested exemption from the stormwater utility fee, retroactive to the date I purchased my property.

Reply to Commissioner Mitchell's Comments

When the Commission took its preliminary vote on August 5, it was basing its tentative decision on the comments of Commissioner Mitchell, which I have transcribed from the YouTube video:

At min: 1:05:35:

Commissioner Mitchell: *When I read 13.16.100, the last sentence, and this is, its talking about the applicant needs to demonstrate to the city manager that the property does not receive stormwater. And reading from 13.16.100, it says such demonstration shall – there's that word "shall" – it does not say "may," it says "shall" – include evidence of a legal disposal of stormwater to a private retention system, a private storm drain system, a public water body, or other receiving facility. And in the material – I've got all the material that Mr. Nicita submitted, and I didn't see any of that evidence. I know that Mr. Nicita raised the concern that he should have been offered the opportunity, if Ms. Webb considered his application to be complete [sic: incomplete?] to make a complete application, but I don't see it that way, because it isn't that the information wasn't included, it was that there was no information to include, because none of those systems exist on his property. So for that reason, I am in favor of affirming the Public Works director's decision.*

The foregoing is simply incorrect, and unfortunately, Commissioner Mitchell knows this, because he was the Commissioner who moved to approve the appeal of The Blue at Abernethy Creek in 2025. The cases are identical. The Blue at Abernethy Creek was discharging, and is still discharging, untreated stormwater into Abernethy Creek, a "public water body." That ancient storm drain system does not comply with the City's Stormwater & Grading Design standards, because that old system does not

provide any treatment prior to discharge. Nevertheless, it is "legal disposal" into a public water body because the old system is grandfathered until the property is redeveloped. The Commission approved the exemption, back to the point of purchase.

My property's discharge into groundwater, a "public water body," is also "legal disposal." Every inch of soil in Oregon City that is not covered by an impervious surface like pavement or truly compacted soil discharges into groundwater, a "public water body." My submission included a photograph of a rain event and the solid evidence of the groundwater on my property. And, by the way, my property is not discharging intense volumes of parking lot runoff that includes oils, heavy metals, and chemicals, like the grandfathered parking lot at The Blue at Abernethy Creek continues to do.

This blatantly disparate, "arbitrary and capricious" treatment violates the Equal Protection Clause of the U.S. constitution. Village of Willowbrook v. Olech, 528 U.S. 562 (2000). It also violates the Due Process Clause. Dodd v. State of Oregon, 55 F3d 1456 (9th Cir. 1995).

Reply to Proposed Findings of Fact and Conclusions of Law

The proposed Findings of Fact and Conclusions of Law go far, far beyond what the City Commission even discussed on August 5. They do not represent the deliberations of the City Commission, and therefore they should be stricken.

In any event, the foregoing constitutional flaws also characterize the proposed Findings of Fact and Conclusions of Law, on several grounds.

They basically state that if I discharge into a "public water body," I have to comply with the Stormwater & Grading Design Standards, even though the City did not require the same of The Blue at Abernethy Creek. My property has been discharging stormwater into groundwater since my house was constructed in 1868. The discharge is, needless to say, grandfathered. It is "legal disposal" into a "public water body."

They don't address my arguments regarding the "overtop the bowl" claim of the Public Works Director. a) There is no evidence that my property has ever "overtopped the bowl," and b) the City granted the exemption application of The Blue at Abernethy Creek, even though the City knows full well that The Blue at Abernethy Creek "overtopped the bowl" during the 1996 Flood, as firmly established by the City's own mapping data.

They are clearly "arbitrary and capricious" in moving the goalposts on me. While in one section, they say they are not applying the new stormwater utility fee ordinance to me, in other sections they do in fact apply the new ordinance to me by: a) applying the Stormwater & Grading Design Standards to me, which the former code did not, and which the City did not apply to The Blue at Abernethy Creek; and b) by denying my exemption because of the broader indirect impacts that I as a citizen might have on the stormwater system, which was not in the old ordinance that just applied my own specific property's lack of discharge into the storm drain system.

Finally, like the Stormwater & Grading Design Standards, they out of the blue apply a requirement for an infiltration test, which simply was not in the text of OCMC 13.16.100 when I submitted my application. On the one hand, this is also unconstitutional based on the cases I cite above. The Public Works Director had every opportunity to ask me for additional information, like she asked The Blue at Abernethy Creek for additional information in 2025. But instead of asking me for additional information, she simply denied

my application. This is disparate treatment that is unconstitutional. Also, since the code itself did not require an infiltration test and therefore give me any kind of notice of such a requirement, it is also "unconstitutionally vague". City of Portland v. James, 251 Or 8 (1968).

For the foregoing reasons, I respectfully request that the Commission reconsider its August 5, 2026 tentative decision, and grant me my requested exemption from the stormwater utility fee, retroactive to the date I purchased my property.

James Nicita
302 Bluff Street
Oregon City



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Resolution No. 26-24, Declaring an Emergency and Temporarily Exempting Construction Activities Associated with the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E) from the Prohibition Against Unlawful Noises

STAFF RECOMMENDATION:

Approve Resolution No. 26-24, temporarily exempting construction activities associated with the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E) from the prohibition against unlawful noises.

EXECUTIVE SUMMARY:

The Oregon Department of Transportation (ODOT) is requesting a temporary noise exemption for the Canemah Rockfall Phase 2 Project. The project will remove and replace existing rockfall mesh damaged by rockfall events. Because daytime construction would cause significant traffic delays, nighttime construction is necessary to minimize impacts to traffic while maintaining mobility on South McLoughlin Boulevard (Highway 99E) and the surrounding area.

BACKGROUND:

The Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 project will remove and replace existing rockfall mesh that has been damaged by rockfall events. Vegetation growth beneath the existing mesh has resulted in root wedging, reducing slope stability and increasing the frequency of rockfall events. In addition, the existing mesh provides minimal rock catchment capacity at the base of the slope, allowing rockfall activity to impact the travel lanes on South McLoughlin Boulevard (Highway 99E).

Construction activities will include rock scaling, installation of rock anchors, repair and replacement of rockfall mesh, vegetation removal, and clearing of the catchment area.

Transportation flow is vital to the economic and mobility interests of the City. Construction of these improvements during the day would cause excessive traffic delays and impact the community. Staff reviewed the proposed traffic control plan and concluded that nighttime construction is necessary due to the traffic volumes on South McLoughlin Boulevard (Highway 99E).

Per Oregon City Municipal Code (OCMC) 9.12.023(E), "The construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a

residentially zoned neighborhood that occurs between the hours of 6:00 p.m. and 7:00 a.m., Monday through Friday; and between 6:00 p.m. and 9:00 a.m. on Saturday and Sunday” is prohibited. Because of this, staff request a temporary noise exemption for the rockfall mesh deconstruction and reconstruction to occur at night.

The requested temporary exemption would be effective from January 1, 2027, through August 2, 2027. This timeframe provides ODOT flexibility to procure a contractor, schedule the work and complete construction. During that period, authorized construction hours would be between 6:00 p.m. and 7:00 a.m., Monday through Friday; and between 6:00 p.m. and 9:00 a.m. on Saturdays and Sundays.

Nighttime construction activities will temporarily increase noise levels indirectly affecting residentially zoned properties within the Canemah Neighborhood, primarily those located on the west side of the neighborhood. The nearest residence is approximately 275 feet from the project area.

As a part of the project’s outreach efforts, ODOT will provide written notification to properties within a quarter mile of the project area. Additional public notification will include media alerts, information posted on the ODOT project website, and portable changeable message signs placed in the project area prior to starting construction.

Per Oregon City Municipal Code (OCMC) 2.52.020, emergencies include “... utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “...order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Because maintaining traffic operations on South McLoughlin Boulevard (Highway 99E) require nighttime construction, staff recommend that the City Commission declare an emergency pursuant to OCMC 2.52.020 and authorize the temporary noise exemption as provided in Resolution No. 26-24.

OPTIONS:

1. Approve Resolution No. 26-24, Declaring an Emergency and Temporarily Exempting Construction Activities Associated with the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E) from the Prohibition Against Unlawful Noises.
2. Approve Resolution No. 26-24, Declaring an Emergency and Temporarily Exempting Construction Activities Associated with the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E) from the Prohibition Against Unlawful Noises with Amendments.
3. Deny Resolution No. 26-24, Declaring an Emergency and Temporarily Exempting Construction Activities Associated with the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E) from the Prohibition Against Unlawful Noises and provide further direction.

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A

Funding Source(s):	N/A
Included in Approved Budget:	N/A

RESOLUTION NO. 26-24

A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE OREGON DEPARTMENT OF TRANSPORTATION CANEMAH ROCKFALL PHASE 2 PROJECT ON SOUTH MCLOUGHLIN BOULEVARD (HIGHWAY 99E) FROM THE PROHIBITION AGAINST UNLAWFUL NOISES

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

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

WHEREAS, the City would be acting in the best public interest by facilitating the completion of the Oregon Department of Transportation (ODOT) Canemah Rockfall Phase 2 Project (“Project”) within ODOT’s rights-of-way along South McLoughlin Boulevard (Highway 99E); and

WHEREAS, South McLoughlin Boulevard (Highway 99E) is a critical transportation corridor and daytime lane closures on South McLoughlin Boulevard (Highway 99E) would significantly disrupt traffic and adversely affect public safety and mobility, making nighttime construction necessary to minimize disruption to the traveling public; and

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

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to the ODOT Canemah Rockfall Phase 2 Project on South McLoughlin Boulevard (Highway 99E), between mileposts 13.82 and 14.13 (“Project Site”), as shown in **Exhibit A**, attached hereto and incorporated herein by this reference. Consistent with OCMC 2.52.070, the Commission declares an emergency, for the limited purpose described in this resolution, effective from January 1, 2027, through August 2, 2027. The emergency declaration shall apply only between the hours of 6:00 p.m. and 9:00 a.m. during that period.

Section 2. Based on the emergency identified above, the City Commission grants an exemption from OCMC 9.12.020 for rockfall construction activities associated with the ODOT Canemah Rockfall Phase 2 Project within ODOT’s rights-of-way on South McLoughlin

Boulevard (Highway 99E), between mileposts 13.82 and 14.13, during the period identified in Section 1 of this resolution.

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

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

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

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of September, 2026.

Denyse C. McGriff, Mayor

Attested to this 2nd day of September,
2026:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

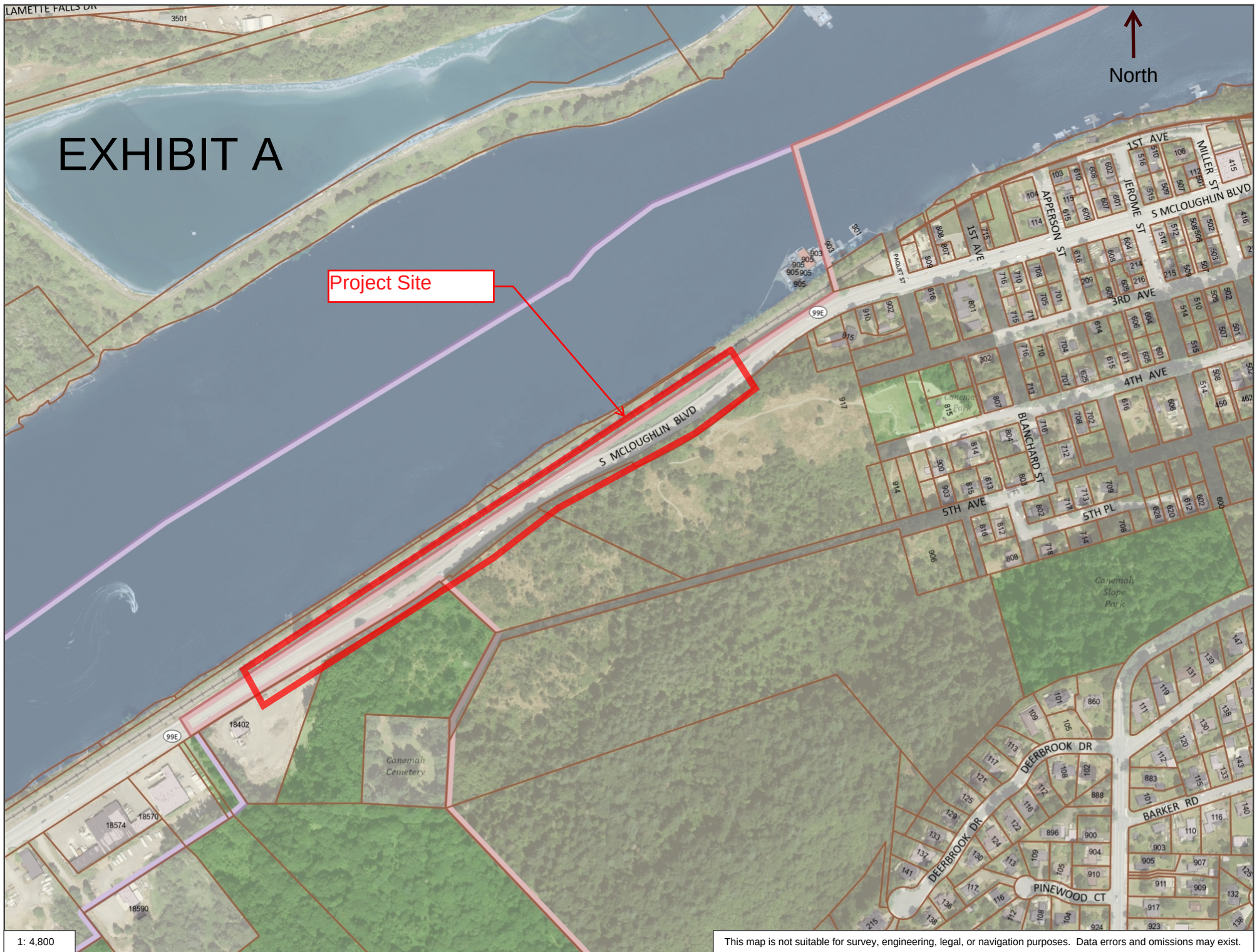


EXHIBIT A

Project Site



North

1: 4,800

This map is not suitable for survey, engineering, legal, or navigation purposes. Data errors and omissions may exist.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Resolution No. 26-25, Initiating Proceedings Vacating a Portion of Public Right-of-Way, Located within Portions of Lots 61 Through 63 of "Serres Farms," Clackamas County Plat No. 4758, and Portions of Lots 64 through 67 and Lots 69 through 71 of "Serres Farms No. 2," Clackamas County Plat No. 4786 and Clackamas County Plat No. 4786 and Establishing a Public Hearing Date for October 7, 2026

STAFF RECOMMENDATION:

Commission approves Resolution No. 26-25 and, in accordance with Oregon Revised Statute (ORS) 271, approves lawful notice of public hearing and ordinance proceedings for the proposed vacation of public right-of-way to be held on October 7, 2026.

EXECUTIVE SUMMARY:

On July 31st, 2026, Mark Handris, Authorized Agent for Serres Farms Development, LLC petitioned the City to vacate unimproved public right-of-way (Subject ROW) located along the northern boundary line of the development commonly known as Serres Farms. This unimproved right-of-way exists on portions of lots 61 through 63 of "Serres Farms" and portions of lots 64 through 67 and lots 69 through 71 of "Serres Farms No. 2." The first step in the vacation process requires City Commission approval of a resolution initiating vacation proceedings and establishing a public hearing date. The proposed vacation has met all City conditions and requirements for vacating the rights-of-way.

BACKGROUND:

On July 31st, 2026, Mark Handris, Authorized Agent for Serres Farms Development, LLC petitioned the City to vacate an unimproved public right-of-way (Subject ROW) located along the northern boundary of Serres Farms Subdivision. The entire length of the Subject ROW was originally established with "Winston Acres," Clackamas County Plat No. 332 in 1912, likely to provide access from Holcomb Boulevard to Forsythe Road and to provide access to adjoining properties. However, portions of the ROW established with Winston Acres were vacated in 1953, leaving the remaining portion of the ROW. Since then, the surrounding area has been developed, and the street and lot configuration has changed through the recording of Serres Farms and Serres Farms 2 subdivisions. This ROW vacation is needed to eliminate the unimproved portion of public right-of-way, as it can no longer provide the connection originally intended between Holcomb Boulevard and Forsythe Road. The Subject ROW is described in Exhibit A and depicted in Exhibit B, both of which are attached to this staff report. The complete vacation application is included as Exhibit C and an annotated copy of the recorded Winston Acres plat is provided as Exhibit D for reference.

In accordance with ORS 271.80, the property owners submitted a completed ROW vacation petition, to include a completed petition for ROW vacation with signed consent from owners of properties abutting the Subject ROW.

Staff reviewed the petition using the following criteria:

1. There is no present or future public need for the street, alley, or easement.
2. The proposed vacation is in the best public interest.
3. The vacation would not adversely impact adjacent properties.
4. Consent has been obtained from adjacent property owners, when required.

Staff find that the petition satisfies all required criteria and recommend approval of Resolution No. 26-25, to initiate proceedings, authorize lawful public notice, and establish a public hearing date of October 7, 2026, for consideration of a first reading ordinance to vacate the identified proposed Subject ROW, in accordance with ORS 271. Public notice will be published at least 14 days prior to the public hearing, and placard signs will be posted near the subject property within five (5) days of the publication.

OPTIONS:

1. Approve Resolution No. 26-25, Initiating Proceedings Vacating a Portion of Public Right-of-Way, Located within Portions of Lots 61 Through 63 of "Serres Farms," Clackamas County Plat No. 4758, and Portions of Lots 64 through 67 and Lots 69 through 71 of "Serres Farms No. 2," Clackamas County Plat No. 4786 and Clackamas County Plat No. 4786 and Establishing a Public Hearing Date for October 7, 2026.
2. Approve Resolution No. 26-25, Initiating Proceedings Vacating a Portion of Public Right-of-Way, Located within Portions of Lots 61 Through 63 of "Serres Farms," Clackamas County Plat No. 4758, and Portions of Lots 64 through 67 and Lots 69 through 71 of "Serres Farms No. 2," Clackamas County Plat No. 4786 and Clackamas County Plat No. 4786 and Establishing a Public Hearing Date for October 7, 2026 with Amendments.
3. Deny Resolution No. 26-25, Initiating Proceedings Vacating a Portion of Public Right-of-Way, Located within Portions of Lots 61 Through 63 of "Serres Farms," Clackamas County Plat No. 4758, and Portions of Lots 64 through 67 and Lots 69 through 71 of "Serres Farms No. 2," Clackamas County Plat No. 4786 and Clackamas County Plat No. 4786 and Establishing a Public Hearing Date for October 7, 2026 and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

RESOLUTION NO. 26-25

A RESOLUTION INITIATING PROCEEDINGS VACATING A PORTION OF PUBLIC RIGHT-OF-WAY, LOCATED WITHIN PORTIONS OF LOTS 61 THROUGH 63 OF “SERRES FARMS,” CLACKAMAS COUNTY PLAT NO. 4758, AND PORTIONS OF LOTS 64 THROUGH 67 AND LOTS 69 THROUGH 71 OF “SERRES FARMS NO. 2,” CLACKAMAS COUNTY PLAT NO. 4786 AND ESTABLISHING A PUBLIC HEARING DATE FOR OCTOBER 7, 2026

WHEREAS, a portion of unimproved public right-of-way (the “Subject ROW”) is located within portions of Lots 61 through 63 of “Serres Farms,” Clackamas County Plat No. 4758, and portions of Lots 64 through 67 and Lots 69 through 71 of “Serres Farms No. 2,” Clackamas County Plat No. 4786, more particularly described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein by reference; and

WHEREAS, the Subject ROW was originally established as part of “Winston Acres,” Clackamas County Plat No. 332, recorded in 1912, and was established to provide access between Holcomb Boulevard and Forsythe Road and to provide access to adjoining properties, as more particularly described and depicted in **Exhibit D**, attached hereto and incorporated herein by reference; and

WHEREAS, portions of the ROW established with “Winston Acres,” Clackamas County Plat No. 332, were vacated in 1953, as reflected in Clackamas County Deed Record Book 474, Page 414, leaving the portion of ROW that is the Subject ROW; and

WHEREAS, the surrounding area has subsequently been developed, and the street and lot configuration has been changed through subsequent recorded plats including “Serres Farms,” Clackamas County Plat No. 4758, and “Serres Farms No. 2,” Clackamas County Plat No. 4786; and

WHEREAS, the Subject ROW is located within portions of the properties commonly addressed as 14889 Jennetten Way (Lot 64), 14897 Jennetten Way (Lot 65), 14905 Jennetten Way (Lot 66), 14967 Jennetten Way (Lot 70), and 14975 Jennetten Way (Lot 71) Jennetten Way and 15912 Tadler Way (Lot 67), all within “Serres Farms No. 2,” Clackamas County Plat No. 4786, owned by Serres Farms Development, LLC; and

WHEREAS, the Subject ROW is also located within a portion of 14959 Jennetten Way (Lot 69), “Serres Farms,” Clackamas County Plat No. 4786, owned by Neil Davis and Emily Coates; and

WHEREAS, the Subject ROW is also located within a portion of 14865 Jennetten Way (Lot 61), “Serres Farms,” Clackamas County Plat No. 4758, owned by Pacific Lifestyle Homes, Inc; and

WHEREAS, the Subject ROW is also located within a portion of 14873 Jennetten Way (Lot 62), “Serres Farms,” Clackamas County Plat No. 4758, owned by Katlyn and Joshua Bollinger; and

WHEREAS, the Subject ROW is also located within a portion of 14881 Jennetten Way (Lot 63), “Serres Farms,” Clackamas County Plat No. 4758, owned by Christopher and Robin Cummings; and

WHEREAS, on July 31, 2026, Mark Handris, as authorized agent for Serres Farms Development, LLC, submitted a petition to the City of Oregon City requesting to vacate the Subject ROW; and

WHEREAS, the petition and supporting materials include the written consents required for the proposed vacation which materials are attached hereto as **Exhibit C** and incorporated herein by reference; and

WHEREAS, Oregon City Public Works Department staff reviewed the petition and determined that the unimproved portions of the Subject ROW proposed for vacation are not needed for present or future public use for ROW and will not adversely impact adjacent properties; and

WHEREAS, the proposed vacation is in the best public interest; and

WHEREAS, Oregon City requires adoption of a resolution to initiate ordinance proceedings for ROW vacations and to establish a public hearing date; and

WHEREAS, the provisions of Oregon Revised Statute 271.110 governing public rights-of-way vacations shall apply to this proposed vacation.

NOW, THEREFORE, OREGON CITY RESOLVES

Section 1. The City Commission hereby initiates proceedings to vacate the portion of public right-of-way described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated by reference.

Section 2. A public hearing on the proposed vacation is hereby established for Wednesday, October 7, 2026, at 7:00 p.m., in the Hanlon Commission Chambers at the Libke Public Safety Facility, 1234 Linn Avenue, Oregon City, Oregon. At the hearing, the City Commission will hear any objections or claims concerning the proposed vacation.

Section 3. The City Commission directs staff to provide notice of the proposed vacation and public hearing in accordance with ORS Chapter 271 and applicable City requirements.

Section 4. This Resolution shall take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of September 2026.

Denyse C. McGriff, Mayor

Attested to this 2nd day of September 2026:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

CENTERLINE CONCEPTS
LAND SURVEYING, INC.

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

7-21-2026

Exhibit "A"
Right of Way Vacation
Legal Description

A Tract of land being a portion of Lots 61-63, "Serres Farms", Plat No. 4758 and a portion of Lots 64-67 and 69-71, "Serres Farms No. 2", Plat No. 4786, Clackamas County Plat Records, located in the southeast one-quarter of Section 21, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the southwest corner of Lot 3, "Winston Acres", Plat No. 332; thence, along the south line of said Lot 3, South 87°53'13" East, 628.28 feet to the southeast corner of said Lot 3; thence, along the southerly east line of said Lot 3, North 02°18'19" East, 15.00 feet; thence, leaving said east line, South 87°53'13" East, 15.00 feet; thence South 02°18'19" West, 30.00 feet; thence North 87°53'13" West, 643.31 feet to the northernmost west line of said Lot 61; thence, along said northernmost west line, North 02°25'25" East, 15.00 feet to the **POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE PLATTED RIGHT OF WAY OF TADLER WAY.**

Contains 9,064 square feet, more or less.

As shown on attached Exhibit "B" which by this reference made a part hereof.

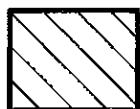
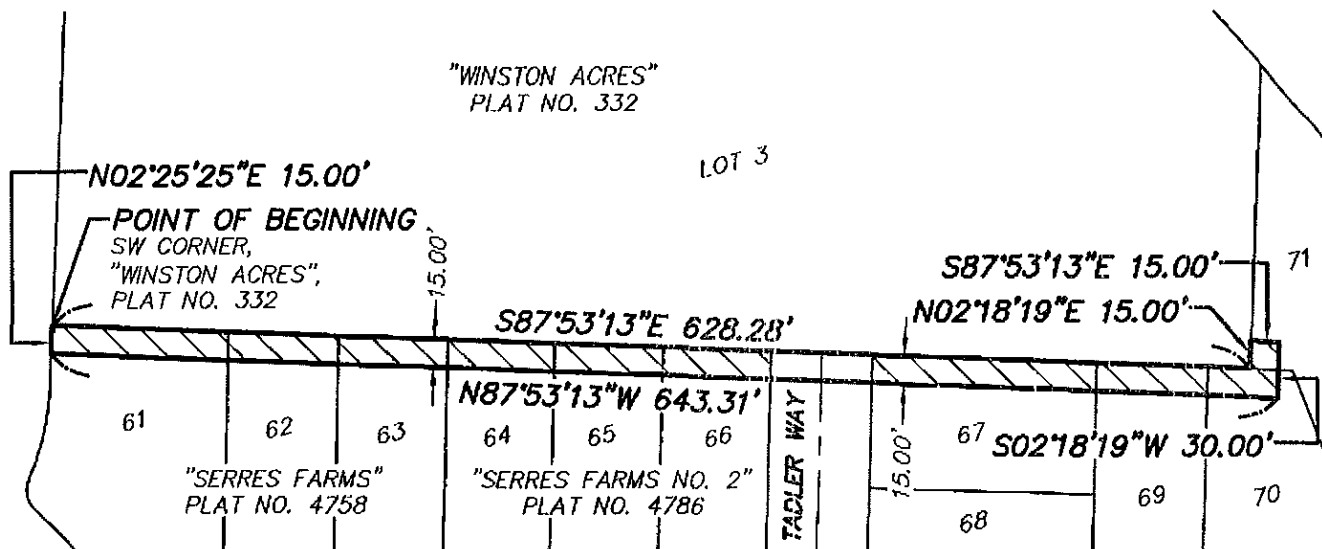
SIGNED ON: 05 AUG 26

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2027



RIGHT OF WAY VACATION
9,064 SQUARE FEET
MORE OR LESS

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

SIGNED ON: 05 AUG 26

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2027

CLIENT: ICON CONSTRUCTION

ORIG. DATE: 05AUG26

DRAWN BY: GWA

SHEET No. 1 OF 1

EXHIBIT "B"

RIGHT OF WAY VACATION

CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
SE 1/4 SECTION 21, T2S, R2E, WM



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189



Property Owner/Authorized Agent	Mark Handris, Serres Farms Development, LLC		
Address	1969 Willamette Falls Dr., Suite 260, West Linn, OR 97068		
Telephone	(503) 713 8627	Location of Property to be Vacated	Northern 15' of Lots 61, 62
63, 64, 65, 66, 67, 69 and 71 at Serres Farms Phases 1 and 2.			

Reason for Street/Alley/Easement Vacation and Proposed Use ROW remnant encumbers lots
and is not needed. Area to be utilized for lot owners for rear and side yards.

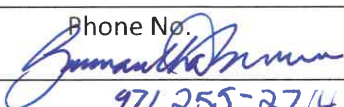
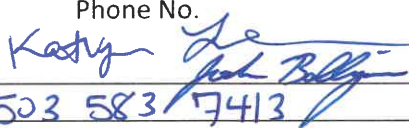
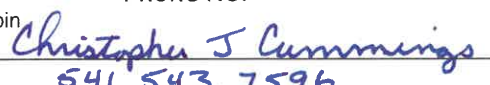
- a. There is no present or future public need for the street, alley, or easement.
- b. The vacation is in the best public interest.
- c. There would be no impacts to adjacent properties.
- d. Consent of adjacent property owners when appropriate.

See attached

(Attach addendum, if additional space is needed).

INSTRUCTIONS FOR COMPLETING VACATION APPLICATIONS

1. All applications must be either typed or printed (black ink). Please make the words easily readable. Neatness is important.
2. The application must be submitted with the correct fee.
3. If you mail in the application, please verify with the Development Services Division to ensure that it was received and that all necessary fees and information are with the application form.
4. If you wish to modify or withdraw the application, you must notify the Development Services Division in writing. Additional fees may be charged if the changes require new public notice and/or if additional staff work is necessary.
5. Attach all the information with the application form that you have available that pertains to the activity you propose.
6. Prior to submitting the application, you must make an appointment to discuss your proposal with a member of the Development Services Division. If you wish, Development Services personnel will advise you in completing some portions of the application; however, the entire burden is upon the applicant to provide necessary information to justify approval of the application.
7. Detailed legal descriptions, maps, and other relevant information should be attached to the application form and will be available for public review. All applicable standards and criteria must be addressed prior to acceptance of the application. The content of the attached information should be discussed with the City Engineer prior to submission of the application.
8. Incomplete applications will be returned.

APPLICANT'S NAME & SIGNATURE:		Mark Handris Serres Farms Development, LLC			
MAILING ADDRESS:		1969 Willamette Falls Dr., Suite 260, West Linn, OR 97068 (503) 657-0406			
For Lots 64-67, 68-71 70 & 71	City	State	Zip	Phone No.	
ABUTTING PROPERTY OWNER'S NAME & SIGNATURE:		Samantha Zimmer Pacific Lifestyles Homes			
MAILING ADDRESS:		14865 Jennetten Wy, Oregon City, OR 97045			
For Lot 61	City	State	Zip	Phone No.	
ABUTTING PROPERTY OWNER'S NAME & SIGNATURE:		Katlyn Lessner and Joshua Bollinger			
MAILING ADDRESS:		14873 Jennetten Wy, Oregon City, OR 97045			
For Lot 62	City	State	Zip	Phone No.	
ABUTTING PROPERTY OWNER'S NAME & SIGNATURE:		Christopher & Robin Cummings			
MAILING ADDRESS:		14881 Jennetten Wy, Oregon City, OR 97045			
For Lot 63	City	State	Zip	Phone No.	

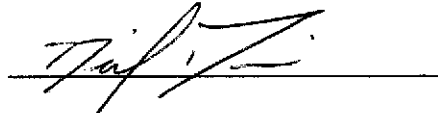
If the property owner does not sign this application, then a letter authorizing signature
by an agent must be attached.

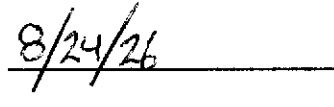
FOR OFFICE USE ONLY

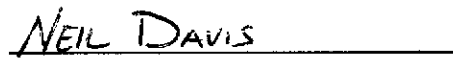
DATE SUBMITTED:	<u>7/31/2026</u>	RECEIVED BY:	<u>Patrick Armstrong</u>
FEE PAID:	<u>\$1411.00</u>	RECEIPT NO.:	<u>REC-036544-2026</u>
PUBLIC HEARING DATE:	_____	ENGINEER ASSIGNED:	<u>Josh Wheeler</u>
DATE ACCEPTED AS COMPLETE:	<u>8/5/2026</u>		

Supplemental signature sheet for new property owners of 14949 Jennetten Way (lot 69)

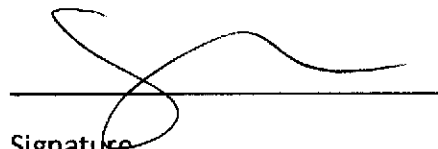
As the new owner(s) of 14949 Jennetten Way, we agree to join the application to vacate the right-of-way (ROW) located on the northern 15' of our lot. The ROW vacation application was previously submitted by Serres Farms Development.

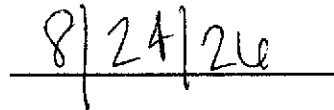

Signature

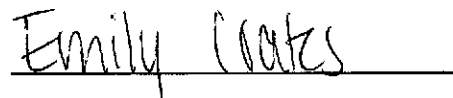

Date

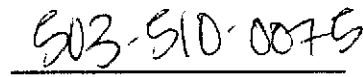

Printed Name


Phone Number


Signature


Date


Printed Name


Phone Number

ROW Vacation Application Narrative

Serres Farms Phase 1 Lots 61-63

Serres Farms Phase 2 Lots 64-67 and 69-71

A 30' wide Right of Way (ROW) was recorded with the plat for Winston Acres in 1912 running from a county road that is now Holcomb Blvd north and then west and then north to a county road that is now Forsythe Rd (see attached Winston Acres plat). The section running north from Holcomb Blvd to the beginning of the section running west was vacated by deed in 1953 (see attached deed).

The original purpose of the ROW was to provide access from Holcomb Blvd to Forsythe Rd and access to the adjoining properties. Upon annexation of Serres Farms Phases 1 and 2, the southern 15' of the ROW was brought within the city limits. Serres Farms Phases 1 and 2 have been developed and the internal public streets now provide access and connectivity to the north.

We are applying for the vacation of a 15' ROW within the City of Oregon City. This is the southern 15' of remnant ROW section running west that remained after the north-south section of the ROW from Holcomb Blvd was vacated in 1953. The northern 15' of the remnant ROW running west, as well as remaining ROW running north to Forsythe Rd., remain within the county.

It is in the best public interest to vacate the 15' remnant section running west within the city so the city does not have ongoing potential liability and maintenance obligations. It also benefits the owners of the lots by removing restrictions on grading, fencing and enjoyment.

The 15' remnant ROW within the city is not needed for access or connectivity. Serres Farms Way, Jennetten Way and Tadler Way provide public street access to the property to the north and connectivity to the county ROW running north to Forsythe for future development. Therefore, there are no impacts to adjacent properties and no consent is needed.

We have attached the relevant sheets from the final plats for Serres Farms 1 and 2 showing the location of the 15' ROW remnant located on the northern 15' of Lots 61-63 of Phase 1 and lots 64-67 and 69-71 of Phase 2. Finally, we have attached the legal description for the remnant ROW area to be vacated.

SURVEYED BY --- H.H. JOHNSON.
1912.

332

50-322
467 REC 414

IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLACKAMAS

CLACKAMAS COUNTY
FILED
APR 5 1953
CLERK
ORDER 1417

In the Matter of the Vacation
of
A Portion of an Unnamed Public
Road in the Plat of WINSTON AGRES,

Now on this day this matter coming on for hearing, and
It appearing to the Court that heretofore on the 24th
day of February, 1953, a Petition was filed herein praying for
the vacation of the following described roadway in the County
of Clackamas, State of Oregon, to-wit:

All that part of an unnamed street lying between
Tracts 4, 5, 6, 7, 8 and Tracts 9, 10, 11, 12
and 13 of WINSTON AGRES, a township recorded in
Book 11, on Page 19, Record of Townships for
Clackamas County, Oregon and being more parti-
cularly described as follows, to-wit:

Beginning in the center line of said road
at an iron pipe located in the northeasterly
boundary of County Road No. 105 between said
Tracts 8 and 9; thence North, following the
division line of the aforesaid tracts to a point
that is 15.00 feet south of the northeast corner
of the aforementioned Tract 4;

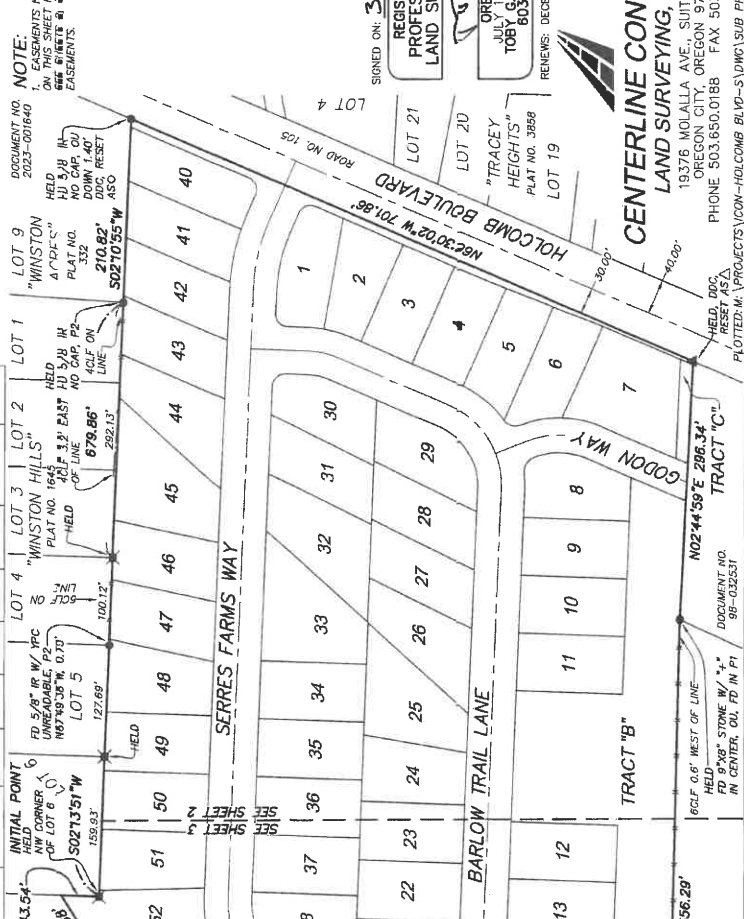
and that an Order was made and entered herein setting Tuesday,
March 31, 1953, at the hour of 10:00 a.m. in the County Court
Room at the County Court House, in Oregon City, Oregon, as the time
and place for hearing on said Petition and any opposition thereto,
and

It further appearing to the Court that notice thereof
was given as by law required and that all persons affected by the
vacation of the roadway above described have consented to the
vacation thereof and no objections have been made or voiced by
any person whatsoever, and the Court having considered said Petition
and being fully advised in the premises, now, therefore,

IT IS HEREBY ORDERED, That the roadway hereinabove descri-

1 Order

FORM 2-63 15M-74

[illegible][illegible]

SERRES FARMS

A REPLAT OF PARCEL 1, PARTITION PLAT NO. 2022-046, LOCATED IN THE N.E. 1/4 SECTION 28 AND THE S.E. 1/4 SECTION 21, T.25, R.2E, W.M. CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

SEPTEMBER 6, 2024 SCALE 1"=50'
PLANNING FILES NO. CLUA-21-00029, MAS-21-00003, MAS-21-00004, MAS-21-00005, SUB-21-00001, GEO-21-00010, AND NR00-21-00006 SHEET 3 OF 6

LEGEND:

- SET 5/8" x 30" IRON ROD W/ RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" ON JUNE 28, 2024
- SET 5/8" x 30" IRON ROD W/ RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" IN MONUMENT BOX ON SEPTEMBER 6, 2024
- FOUND 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "COMPASS ENGINEERING" FROM SN 29771
- ▲ FOUND 5/8" IRON ROD W/ RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" FROM SN 29771-29772
- ✱ HELD FOUND 5/8" IRON ROD W/ RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" FROM PARTITION PLAT NO. 2022-046
- ✱ FOUND 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "MASON RLS 32"
- ✱ PUE = PUBLIC UTILITY EASEMENT, SEE NOTE 8 ON SHEET 6
- ✱ RGLF = RAILROAD GRADE LINE FENCE
- ✱ W/ = WITH
- ✱ CE = DESTROYED DURING CONSTRUCTION
- ✱ CE = OBSERVATION EASEMENT FOR THE BENEFIT OF THE CITY OF OREGON
- ✱ POE = UTILITY EASEMENT BENEFITING PORTLAND GENERAL ELECTRIC PER BOOK 846, PAGE 301, 9-15-1988
- ✱ PSSE = PRIVATE STORM DRAINAGE EASEMENT BENEFITING LOT 62
- ✱ PSSE = PRIVATE PEDESTRIAN ACCESS EASEMENT, SEE NOTE 4 ON SHEET 6
- ✱ DOCUMENT NO. = DEED DOCUMENT NUMBER, CLACKAMAS COUNTY DEED RECORDS
- ✱ C/L = CENTERLINE
- ✱ P1 = "WINSTON HILLS" PLAT NO. 332
- ✱ P2 = "WINSTON HILLS" PLAT NO. 1845

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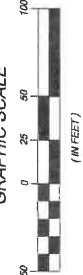
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GRAPHIC SCALE



NOTES:

- 1. AND PEOPLE LOCATED IN TRACT "B" NOT SHOWN ON THIS SHEET FOR CLARITY. SEE DETAILS "X", "Y", "Z", AND "W" ON SHEET 5 AND NOTE 13 ON SHEET 6.
- 2. SEE SHEET 1 FOR CURVE TABLE

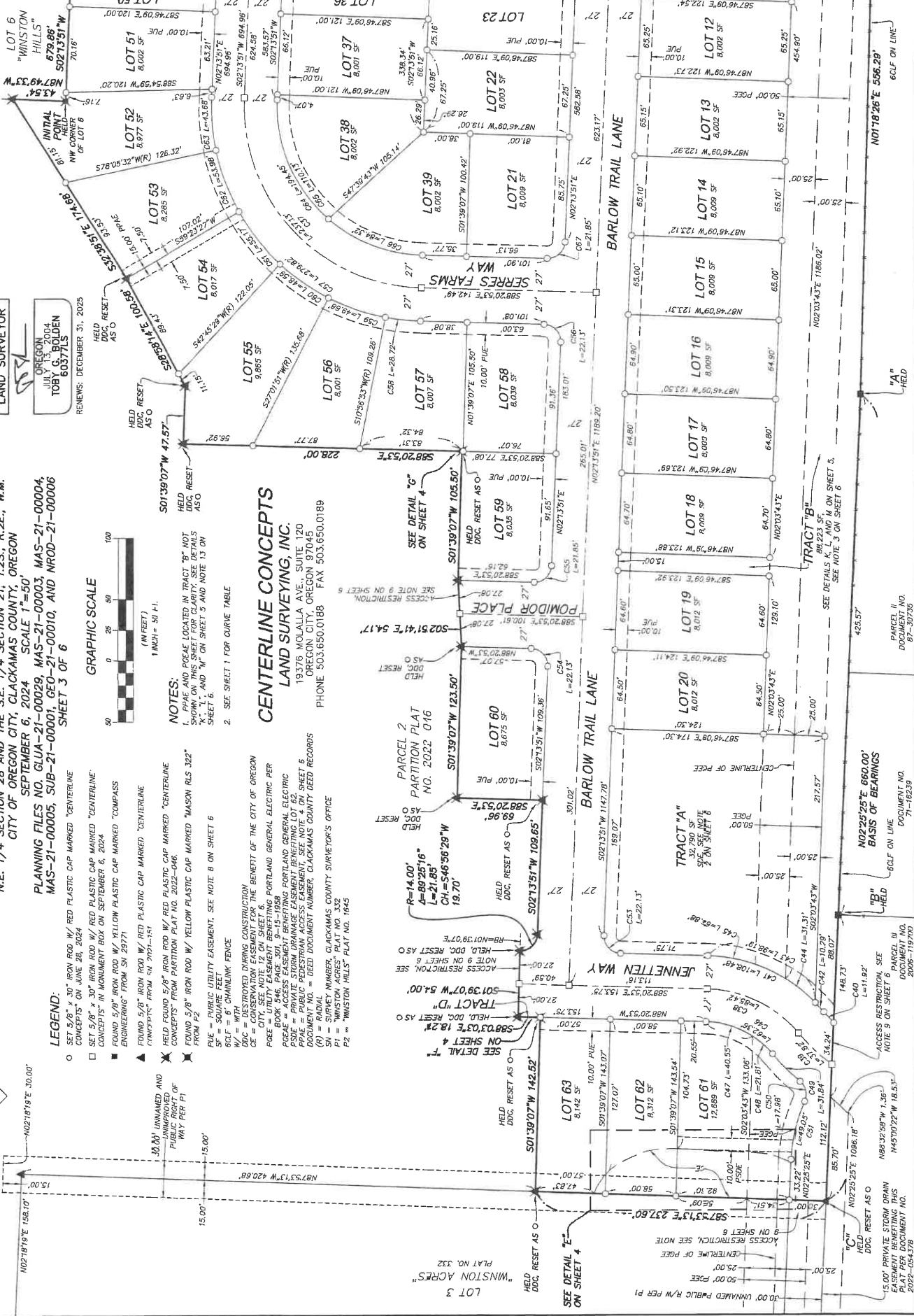
CENTERLINE CONCEPTS LAND SURVEYING, INC.

19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189

SIGNED ON: 3000724
REGISTERED PROFESSIONAL LAND SURVEYOR
JULY 13, 2004
TOBY G. BOLDEN
60371LS
RENEWS: DECEMBER 31, 2025

PLAT NO. 1758

BOOK 156 PAGE 619





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

7-21-2026

Exhibit "A"
Right of Way Vacation
Legal Description

A Tract of land being a portion of Lots 61-63, "Serres Farms", Plat No. 4758 and a portion of Lots 64-67 and 69-71, "Serres Farms No. 2", Plat No. 4786, Clackamas County Plat Records, located in the southeast one-quarter of Section 21, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the southwest corner of Lot 3, "Winston Acres", Plat No. 332; thence, along the south line of said Lot 3, South 87°53'13" East, 628.28 feet to the southeast corner of said Lot 3; thence, along the southerly east line of said Lot 3, North 02°18'19" East, 15.00 feet; thence, leaving said east line, South 87°53'13" East, 15.00 feet; thence South 02°18'19" West, 30.00 feet; thence North 87°53'13" West, 643.31 feet to the northernmost west line of said Lot 61; thence, along said northernmost west line, North 02°25'25" East, 15.00 feet to the **POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE PLATTED RIGHT OF WAY OF TADLER WAY.**

Contains 9,064 square feet, more or less.

As shown on attached Exhibit "B" which by this reference made a part hereof.

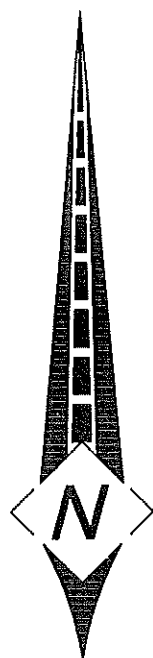
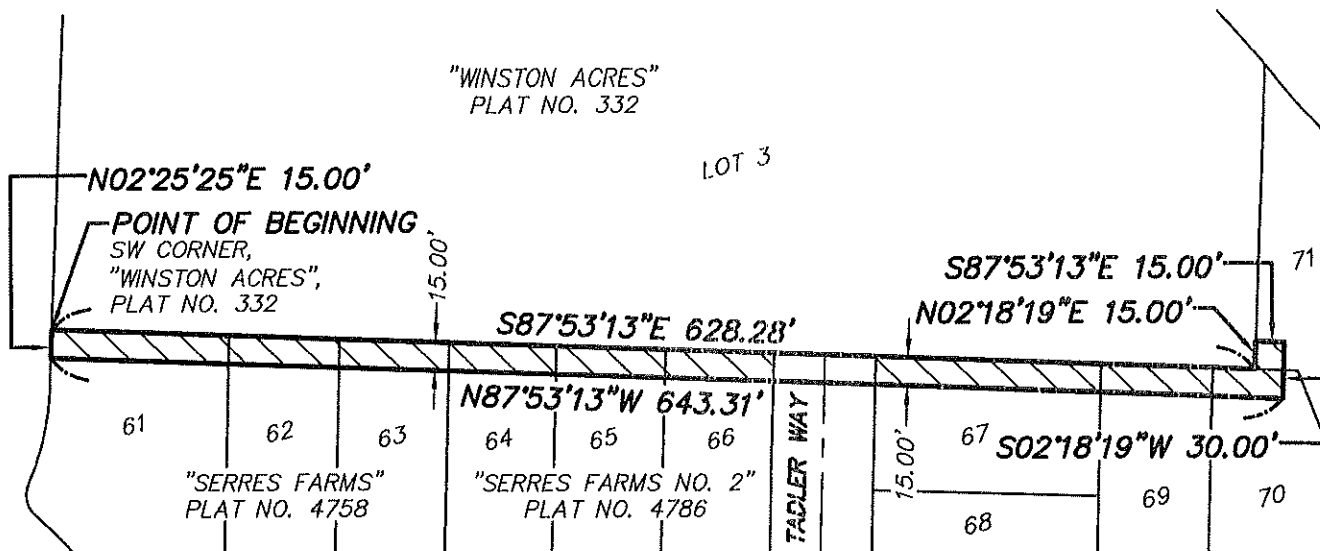
SIGNED ON: 05 AUG 26

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2027



RIGHT OF WAY VACATION
9,064 SQUARE FEET
MORE OR LESS

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FT.

SIGNED ON: 05AUG26

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWES: DECEMBER 31, 2027

CLIENT: ICON CONSTRUCTION

ORIG. DATE: 05AUG26

DRAWN BY: GWA

SHEET No. 1 OF 1

EXHIBIT "B"

RIGHT OF WAY VACATION

CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
SE 1/4 SECTION 21, T2S, R2E, WM



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189

EXHIBIT D

SURVEYORS CERTIFICATE.

State of Oregon
County of Clatsop) ss.
I, H. H. Johnson, being first duly sworn, depose
and say that I have correctly surveyed and marked with
proper monuments the tract of land represented on the
within map to be known as Whitman's, a section of
land purchased by the Donation Land Claims of James
Winston, and Geo. Abernethy in T2S2E, W11M2E, Meridian,
bounded as follows, to-wit:

the said Abernethy claim, running thence North 20th to an iron pipe, thence East parallel to the South boundary of the said Jas Winston claim 433.5 ft to an iron pipe, thence North parallel to the section line between Secs. 27 and 28, 1030 ft, thence N43°W 1191.36 ft to an iron pipe, thence S25°W 1308.6 ft to a stone, thence S21°E 21 and 1/2 ft, thence S21°E 556.7 ft to a stone on the N boundary of the said Abernethy claim, 1466 chains from the N.E. corner thereof thence S10° 32.8 ft to the center of the Kirschems Mill and Moss Hill County road, thence along the center of said road S68°15'E 2028 ft to the East boundary of the said Abernethy claim, thence N8°E 21 and 1/2 ft to a stone, thence S81°E 100 ft to a stone subdividing the above described tracts, shown hereon, and have marked the corners of the several tracts with wooden stakes, unless otherwise indicated on the within map.

L. H. Schenck

Subscribed and sworn to before me, this 4th day of April, A.D. 1912.

DEDICATION.

Know All Men By These Presents, that we R.E. Latourette and D.Clinton Latourette, Trustees, are the owners in fee of the tract of land described in the Surveyors Certificate above, and we do hereby give, grant, sell, convey and declare the within plat to be the true and official map of Winston Acres, and we do further dedicate to the Public forever, without reservation, the streets and roads shown hereon as such.

In Witness Whereof, we have hereunto set our hands and seals this 1st day of April, A.D. 1912.

Witnesses: E. C. Latourrette Trustee 
W. C. Latourrette Trustee 
State of Oregon
County of Multnomah } ss.

County of Northampton)
Be It Known, that on this 1st day of April,
1912, before me a Notary Public in and for said County and
State, personally appeared the within named R.E.
Latourette and D. Clinton Latourette, who are well known
to me to be the identical persons described in, and
who executed the within codicil, and acknowledged
to me that they executed the same
in witness whereof, I have hereunto
set my hand and Notarial seal the day and year last
above written.

L. E. Latourrelle
Notary Public for Oregon.

Seal of
Notary
Public

WINSTON ACRES

*SITUATED IN THE
DONATION LAND CLAIMS*

James Winston and Geo. Abernethy.

SURVEYED BY --- H.H. JOHNSON.
1912.

Right-of-Way Recorded
with Plat 332 Vacated in
1953 Clackamas County
Deed Record Book 474
Page 414

Approved, April 5th 1912. D. Thompson Meldrum.
County Surveyor.

Approved April 5th 1912. J. E. Jack
County Assessor.
By G. J. Johnson
Deputy

Approved, by County Court of Clackamas County
this 5th day of April, A.D. 1912.

County Judge

County Commissioner:

County Commissioner.

Attest---this 5th day of April, 1912. *[Signature]*
County Clerk.

County Clerk

STATE OF OREGON,) ss.
County of Clatsop,)
I, L. E. Williams, Recorder of Conveyances, of the above named County and State, do hereby
certify that the foregoing copy of _____
_____ dated _____
_____ as recorded in Book _____ at page _____ of the said County and State has been by me compared
with the original, and that it is a correct transcription thereof, and the whole of which was compared
with the original _____ as the same appears of record in my office and is true and correct
In Testimony Whereof, I have hereunto set my hand and affixed my seal this _____
day of _____ 1918. _____
Recorder of Conveyances.
By _____ Deputy.

Scale 1 inch = 200 feet.

Page 61 of 225 332



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Amendment No. 2 to the Intergovernmental Agreement between Clackamas Water Environment Services and Partner Cities, Including the City of Oregon City for Regional Inflow and Infiltration Reduction

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2, extending the Intergovernmental Agreement between Clackamas Water Environment Services and Partner Cities, to include the City of Oregon City, to continue Regional Inflow and Infiltration Reduction and Reimbursement Contributions.

EXECUTIVE SUMMARY:

Amendment No. 2 extends the existing Intergovernmental Agreement between Clackamas Water Environment Services and partners cities, including the City of Oregon City, for Regional Inflow and Infiltration Reduction Reimbursements.

BACKGROUND:

In 2019, Clackamas Water Environmental Services (WES) completed its Sanitary Sewer Master Plan (SSMP), that established a 20-year capital plan for maintaining and expanding the regional sanitary sewer collection system and ensuring affordable clean water services for the partner cities based in part on the underlying master plans from partner cities. Reducing Inflow and Infiltration (I & I) was identified as a top priority in the plan, a finding consistent with the City's 2014 SSMP, which also identified I & I as a significant concern and recommended implementation of an I & I reduction agreement.

I & I is rainwater and groundwater that enters sanitary sewer systems through cracks, broken sewer pipes, improper connections and other defects, adding to the flow of water into the wastewater treatment facilities. Keeping this extra I & I out of pipes results in significant savings in sewer operations and maintenance costs. The WES SSMP estimates savings of approximately \$120 million over the next 20 years through strong investment in I & I removal.

The shared need to address I & I resulted in approval of an Intergovernmental Agreement (IGA) for Regional Inflow and Infiltration Reduction, between WES and six partner cities: Gladstone, Happy Valley, Johnson City, Milwaukie, West Linn and Oregon City and was approved by City Commission on March 4, 2022. Through the IGA, WES agreed to reimburse thirty-three percent (33%) of eligible costs incurred by the City for inflow and infiltration reduction work.

The City's I & I Reduction Program has continued to advance since the IGA was approved and is moving into its fifth year of rehabilitation. Through June 2026, the program has rehabbed over 34,000 linear feet of sanitary sewer main, 419 sanitary sewer laterals and more than 220 sanitary sewer manholes, with WES reimbursements totaling \$8 million to date for Oregon City projects.

The regional I & I program continues to be supported by WES and on August 6, 2026, the Clackamas County Board of County Commissioners approved a five-year, \$11.97 million dollar amendment to renew the regional Inflow and Infiltration Reduction Program. This renewal demonstrates WES's continued investment in the removal of I & I and provides ongoing funding for eligible reduction projects by participating cities.

Amendment No. 2 to this IGA proposes one change:

- Extend the contract term for an additional five years, from June 30, 2026, to June 30, 2031, with no changes to the WES's reimbursement contribution of thirty-three percent (33%) of actual eligible costs.

Amendment 1 was approved by the Oregon City Commission on December 17, 2025, and provided the following changes:

1. The amount of reimbursement funding available in each fiscal year was limited to the amount included in the adopted WES Budget, regardless of the actual I & I rehabilitation expenditures of the partners.
2. The "Program Manual" was established to govern the project proposal, approval, and reimbursement processes. Sections 3 and 4 of the WES I & I IGA were replaced with references to the Program Manual.
3. WES was granted the authority to modify the Program Manual at its sole discretion without requiring an amendment to the WES I & I IGA. Partner cities would receive reasonable notice if WES makes any substantive revisions to the Program Manual.

Staff recommend approval of Amendment No. 2 to the WES I & I IGA to extend the agreement term through June 30, 2031, as continued participation in the Regional I & I Reduction Program will allow the City to maintain access to WES reimbursement funding for eligible I & I reduction projects and continue efforts to reduce excess flows to the regional wastewater system. Approval of Amendment No. 2 will also align the City's participation with WES's continued five-year commitment to the regional I & I program.

Because Amendment No. 2 modifies the terms of the IGA itself, approval and execution by all seven parties to the agreement is required. The attached Amendment No. 2 has been signed by WES.

OPTIONS:

1. Approve Amendment No. 2 to the Intergovernmental Agreement between Clackamas

Water Environment Services and Partner Cities, Including the City of Oregon City for Regional Inflow and Infiltration Reduction.

2. Approve Amendment No. 2 to the Intergovernmental Agreement between Clackamas Water Environment Services and Partner Cities, Including the City of Oregon City for Regional Inflow and Infiltration Reduction with Amendments.

3. Deny Amendment No. 2 to the Intergovernmental Agreement between Clackamas Water Environment Services and Partner Cities, Including the City of Oregon City for Regional Inflow and Infiltration Reduction and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

**AMENDMENT #2
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
WATER ENVIRONMENT SERVICES AND PARTNER CITIES FOR
REGIONAL INFLOW AND INFILTRATION REDUCTION**

This Amendment #2 is entered into between **Water Environment Services** ("District") and the **City of Gladstone, City of Happy Valley, City of Johnson City, City of Milwaukie, City of Oregon City, and the City of West Linn** (collectively, the "Partners" or individually "Partner") and shall become part of the Contract documents entered into between the parties on March 17, 2022 ("Contract").

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. **Section 1 – Term.** By execution of this Amendment #2, the Parties hereby exercise the option to extend the term of the Contract for an additional 5 years. Accordingly, the expiration date of the Contract is hereby changed from **June 30, 2026** to **June 30, 2031**.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Water Environment Services



Chair

08/06/2026

Date

City of Milwaukie

Authorized Signatory

Title

Date

City of Gladstone

Authorized Signatory

Title

Date

City of Oregon City

Authorized Signatory

Title

Date

City of Happy Valley

Authorized Signatory

Title

Date

City of West Linn

Authorized Signatory

Title

Date

City of Johnson City

Authorized Signatory

Title

Date



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.e. - Personal Services Agreement with Consor North America, Inc for the Mountainview Reservoir 1 Roof Coating (PS 26-017)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Consor North America, Inc in the amount of \$99,644.00 for design services, preparation of bid documents, and construction services for the Mountainview Reservoir 1 Roof Coating (PS 26-017).

EXECUTIVE SUMMARY:

Mountainview Reservoir 1, a 2.0-million-gallon prestressed concrete potable water tank constructed in 2007, requires replacement of its original roof coating, which has deteriorated and reached the end of its service life. The City proposes to hire Consor North America, Inc to evaluate the existing roof condition and develop design documents for a new coating system to ensure long-term structural protection and reliability.

Under a 12-month agreement, Consor North America will perform the design work, support the bidding process, and serve as Engineer of Record during construction. The project is scheduled to deliver final design by February 2027, followed by bidding, award, and construction through August 2027.

The total budget for the Mountainview Reservoir 1 Roof Coating (PS 26-017) is \$99,644.00. This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

BACKGROUND:

Mountainview Reservoir 1, a 2.0-million-gallon prestressed concrete potable water tank constructed in 2007, has a deteriorating roof coating installed during original construction. The City proposes to hire Consor North America, Inc to assess the existing roof condition and replace the failing coating to extend the reservoir's service life. The project includes evaluation of the roof and coating system, development of replacement design documents, bidding support, and construction-phase services.

Consor North America will provide professional engineering design services and serve as Engineer of Record during construction under a 12-month agreement. Exhibit A outlines the detailed scope of work for design, solicitation, and construction.

Final design is expected by February 2027, followed by bidding, award, and construction through August 2027. A warranty inspection will occur in July/August 2028. The proposed Project Schedule is as follows:

Task/Milestone	General Completion Timeframe
Notice to Proceed (assumed)	September 2026
75% Design	September - November 2026
100% (Final) Design	December 2026 - February 2027
Bidding and Award	February 2027 - May 2027
Construction	July - August 2027
Anniversary Inspection	July/August 2028

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

The total budget for the Mountainview Reservoir 1 Roof Coating (PS 26-017) is \$99,644.00. This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Personal Services Agreement with Consor North America, Inc for the Mountainview Reservoir 1 Roof Coating (PS 26-017).
2. Approve Personal Services Agreement with Consor North America, Inc for the Mountainview Reservoir 1 Roof Coating (PS 26-017) with Amendments.
3. Deny Personal Services Agreement with Consor North America, Inc for the Mountainview Reservoir 1 Roof Coating (PS 26-017) and provide further direction.

BUDGET IMPACT:

Amount	\$99,644.00
Fiscal Year(s):	2026-27, 2027-28
Funding Source(s):	Water Fund
Included in Approved Budget:	Yes

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MOUNTAINVIEW RESERVOIR 1 ROOF COATING (PS 26-017)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **CONSOR NORTH AMERICA, INC** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

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

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **ninety-nine thousand, six-hundred, forty-four dollars and 00/100 cents (\$99,644.00)**

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

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

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

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and

among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

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

To the City:

City of Oregon City
Public Works
13895 Fir Street
Oregon City, OR 97045

To Consultant:

Consor North America, Inc
1 SW Columbia Street, Suite 1700
Portland, OR 97204

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 _____, 2026.

CITY OF OREGON CITY

CONSOR NORTH AMERICA, INC

By: _____

By: _____

Name: Dayna Webb, P.E.

Name: _____

Title: Public Works Director

Title: _____

Dated: _____

Dated: _____

By: _____

Name: Anthony J. Konkol, III

Title: _____

Dated: _____

Original City Commission Approval
Date (If Applicable):

Date N/A

Approved to Legal Sufficiency:

By: _____

Name: _____

Title: _____

Dated: _____



EXHIBIT A

SCOPE OF WORK MOUNTAINVIEW RESERVOIR 1 ROOF COATING CITY OF OREGON CITY, OR

Background and Purpose

Consor North America, Inc. (Consor/Consultant) is pleased to offer the City of Oregon City (City/Owner) professional engineering services for the Mountainview Reservoir 1 Roof Coating project. Consor understands that the existing Mountainview Reservoir 1, built in 2007, has a failing roof coating that was applied during the initial tank construction. The City would like to evaluate the existing roof condition and replace the coating. The terms “reservoir” and “tank” are used interchangeably throughout this document.

This project will include evaluating the tank roof and coating system followed by developing coating replacement designs, bidding, and construction services for the Mountainview Reservoir 1, a 2.0 million gallon (MG) prestressed concrete (AWWA D110 Type I) potable water storage tank constructed in 2007 and located at 437 Mountainview Street, Oregon City, OR 97045. The primary purpose of the overall project is to extend the service life of the reservoir.

Project Understanding and Assumptions

The following is a description of the proposed project elements and assumptions:

1. The evaluation of the existing tank will be limited to the roof coating system and evaluating how best to remove existing coatings as required and replace the coatings with a new system. A field review will be conducted for major concrete cracking or issues related to concrete joints, and remedies identified. If extensive concrete repair is required, additional scope and budget will need to be negotiated with the Owner.
2. The project will include design phase services (evaluation, data review, coordination, and 75% / 100% Design), bidding and award phase services, and construction services.
3. Structural Evaluation and Upgrades: Not included in this scope of work.
4. Site Piping, Tank Piping, and Tank Appurtenances Evaluation and Upgrades: Not included in this scope of work.
5. Electrical/Controls Evaluation and Upgrades: Not included in this scope of work
6. Permitting: Not included in this scope of work.

Scope of Services

Task 0100 – Project Management

1. Consultant will designate one person to be the single contact for the Owner. The designated contact will be responsible for coordinating the Consultant's project team and controlling project resources and the overall budget. The contact will be able to make decisions related to the project on behalf of the Consultant in a timely manner. The designated contact will be responsible for preparing and updating project schedules, monitor project performance related to schedule, control expenses/budget, quality control, and provide regular reports to Owner. The designated contact will inform and gain approval in writing from the Owner prior to doing work that the Consultant feels might be outside the scope of the contract and fees. The designated contact will attend meetings in Oregon City, or virtually, to discuss the project with Owner's staff. The designated contact person cannot be changed without prior written approval by Owner.
2. Consultant will provide a list of personnel clearly showing the names of the Project Manager, Project Engineer, QA/QC team leader, principal designer(s), and other personnel who are to act in supervisory and professional capacities on the project. Key personnel changes must be approved by Owner.
3. Key Subtasks:
 - a. Project Management and Coordination:
 - i. Perform general administration and project management throughout the project phases to provide successful completion of tasks and elements of the project within the established scope, schedule, and budget.
 - ii. Proactively track progress of project work completed against schedule & budget.
 - iii. Project schedule and scheduling updates monthly.
 - iv. Regular communication (phone, e-mail, in person) with Owner to keep the project on schedule and on budget and in line with Owner objectives.
 - b. Owner Meetings and Summary Notes - Kick-off meeting with Owner to establish design parameters, important project elements, and roles/responsibilities/communication of the project team members. Technical review meetings with Owner to review Consultant progress and deliverables. Summaries of project meetings and conference calls will be maintained by the Consultant.
 - c. Monthly Invoices and Progress Reports - Progress reports to Owner including tasks completed during the billing period, tasks to be completed next period, and issues related to the scope of services or schedule. The frequency of these reports will be monthly, for a duration of 12 months.
 - d. Quality Assurance/Quality Control - Develop and implement quality assurance and quality control (QA/QC) measures for the work. Perform in-house QA/QC reviews of deliverables prior to submitting.

Task 0100 - Assumptions

- Consultant assumes a Notice to Proceed date by September 1, 2026.
- Project duration is assumed to be up to 12 months through the anticipated end of the project, with final design delivery anticipated during or before February 2027 (six months); bidding, award, and construction occurring thereafter and completing by August 2027 (five months); and an Anniversary Warranty Inspection occurring in July/August 2028 (one month). Therefore, it is assumed that there will be up to 12 progress payments/status reports.
- Project Kickoff and two (2) Review Meetings will have an approximate duration of two (2) hours each. Kickoff and Review Meetings assumed to be held virtually using Microsoft Teams.
- Implementation and oversight of the QA/QC procedures will be performed for the duration of the project.

Task 0100 - Deliverables

- Consultant will deliver to the Owner a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Issues encountered, and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls, or optional services.
 - Budget Analysis.
 - Issues requiring project team action.
- Schedule in MS Word format.
- Meeting agendas and summaries in MS Word format.

Task 0200 – Design

1. Contract documents (plans and specifications) will be of a level of detail customarily provided for projects of this type by national professional engineering firms performing similar design services. Appropriate Consultant team members will become familiar with the existing conditions/infrastructure as they develop the design solution.
2. The review process is expected to be as follows (this applies to 75% and 100% submittals):
 - a. Consultant submits design review package to City.
 - b. Approximately two weeks later, Consultant facilitates a meeting with City to discuss the submittal.
3. Key Subtasks:
 - a. Data Review and Site Visit: Collect any available drawings, specifications, and construction submittals from original tank construction. The information provided will be reviewed in further detail under this task. Consultant team will visit the site, review the conditions, and document findings. One (1) select coatings manufacturer representative will be invited to attend the site visit.

- b. Coordination with Coatings Manufacturers: Share the information observed with up to two (2) additional coatings manufacturer representatives and discuss their recommended approaches to address the project goals.
- c. 75% Design Submittal: Consultant will develop construction drawings and specifications to the 75% level of design. At the 75% design level, the drawings and specifications will be mostly complete with only minor details left to resolve. The 75% Specifications will include draft front-end (Division 0 and 1) and technical sections. The Specifications will conform to CSI format. Consultant will prepare a Class 3 Engineer's Opinion of Probable Construction Costs (OPCC) based on the 75% design.
- d. 100% Design Submittal: Consultant will develop construction drawings and specifications to the 100% level of design. At the 100% level of design, the comments from the 75% submittal review will be addressed and incorporated into the final design, and remaining design completed. The 100% Specifications will include updated front-end (Division 0 and 1) and technical sections. The Specifications will conform to CSI format. Consultant will prepare a Class 2 Engineer's OPCC based on the 100% design.
- e. Stamped and Signed (Final) Design Submittal: The Consultant team will submit a final bidding package including construction drawings and detailed specifications, bearing the seal of the appropriate professional engineers, ready for construction bidding phase.

Task 0200 - Assumptions

- It is assumed that 75% and Final design drawings will contain up to two (2) drawings including a cover sheet and a reservoir site layout / roof plan.
- Class 3 Engineer's OPCC based on 75% design, including clearly identified options in PDF format. The expected accuracy range for this class of estimate is –20% to +30%.
- Class 2 Engineer's OPCC, itemizing the project work elements as provided in the bid schedule, based on prior experience on similar projects and current data relative to construction pricing trends. The expected accuracy range for this class of estimate is –15% to +20%.
- City will provide current versions of “front end” contract documents for Consultant to use for this project. Technical Specifications will be based on Consultant's current CSI 48-Division standard format.
- Pre-Qualification requirements will be included to ensure selected Contractor has requisite similar experience.

Task 0200 - Deliverables

- Design drawings at each deliverable as follows: Scaled 11x17 PDF and full-scale AutoCAD drawings if requested.
- Specifications at each deliverable as a PDF and in MS Word format if requested.

- Engineer's OPCC at each deliverable based on the most current market conditions in PDF format, including bid options/alternates to control the project budget.
- Finalized Bid Package of Drawings and Construction Specifications, as electronic files only. No hard copies will be created for distribution.

Task 0300 – Bidding and Award

1. The Consultant team will provide technical assistance to interpret the bidding/contract documents during the bidding phase, prepare technical addenda to the documents (for City to issue), attend and discuss the project at a pre-bid meeting, review Contractor pre-qualification submittals for approval to perform the work, and review the bids for performance capabilities in accordance with the contract documents and provide a recommendation to award the construction contract.

Task 0300 - Assumptions

- City will advertise for bids, post bid documents to Euna OpenBids, maintain a plan holder's list, issue addenda, and manage the full bidding process including the pre-bid meeting, bid opening, check bids and bid bonds, issue the Notice of Intent to award, administer protests and disputes related to the bidding, award and process the construction contract, and issue the Notice to Proceed.
- The Consultant's project manager or design lead will attend the pre-bid meeting in person.
- Up to two addenda are assumed for budgeting purposes.

Task 0300 - Deliverables

- Respond to bidder questions relating to the project specifications.
- Prepare up to two technical addenda to the contract documents.
- Attend and participate in one pre-bid meeting (including a project site tour). Review meeting summaries and provide written responses.
- Analysis of construction bids and recommendation for award.

Task 0400 – Construction

1. Pre-Construction Meeting: Prepare an agenda and invitation list for a preconstruction conference and coordinate with City regarding the conference details. Conduct the preconstruction conference, prepare a written conference summary and distribute the summary to conference attendees.
2. Construction Coordination: Consultant will engage in meetings, phone and email communication, and be available discuss specific issues in the field. Consultant will provide relevant specialty staff to attend critical meetings and a final inspection for each phase of work and establish a comprehensive punch list for the Construction Contractor.
3. Submittal and RFI Review:

- a. Submittal Review: Review submittals and resubmittals provided by the Contractor as required by the contract documents, using standard submittal review form the Consultant will provide for this project. Consider and evaluate alternatives or substitutions proposed by the Contractor. Provide all submittal documents and information to City for concurrence review/approval. Maintain a submittal log.
 - b. RFI Review: Consultant will provide clarification of the contract documents to the Contractor based upon the Contractor's written requests for information (RFI). Prepare written responses and drawings or sketches to the Contractor to clarify the contract documents.
4. Process Pay Applications: Consultant will provide pay application review and provide City with forms for distributing payment to Contractor.
5. Process Change Orders: Consultant will provide all technical information and reviews necessary for contract amendments. Review change order proposals and provide a written opinion, and Contract Amendment. Assist in negotiating Construction Contractor costs for design related change orders related to Consultant team recommendations.
6. On-site Construction Observation: Consultant will provide Consultant team staff to visit the site at critical points during construction. The Consultant team staff attendance is intended to supplement the City's on-site review staff. The Consultant team staff are anticipated to visit the site as requested and coordinate the visit with City staff. Prepare written reports on the construction activities at the site; maintain a diary of their activities, decisions, discussions with the Contractor and other observations; attend coordinated on-site meetings with the City and Contractor; and document construction work by photographs.
7. One-Year Anniversary Warranty Inspection: Assist City with one-year warranty inspection and corrective actions by the Construction Contractor. Report to City and Construction Contractor on findings/corrections.

Task 0400 - Assumptions

- Consultant attendance at Preconstruction Meeting will be in-person at City office or project site.
- Submittal reviews will be completed within 14 calendar days of receipt of submittals.
- For budgeting purposes, it is assumed the Contractor will provide up to three (3) individual submittals for review, requiring an average of 3 hours for review time. Total estimated time is approximately nine (9) hours.
- For budgeting purposes, it is assumed the Contractor will provide up to two (2) individual RFIs for review, requiring an average of 2.5 hours for review time. Total estimated time is approximately five (5) hours.
- Written responses to RFI will be completed within 2-3 calendar days of receipt of the Contractor's RFI, though more time may be necessary depending on the complexity of the required clarification.
- Up to one (1) Change Order and corresponding Contract Amendments will be processed.

- Up to two (2) Contractor Pay Applications will be processed.
- For budgeting purposes, it is assumed that the Consultant team will provide up to five (5) on-site project observations.
- For budgeting purposes, the warranty inspection is assumed to take approximately four (4) hours to complete in the field (with two visits anticipated), with additional time estimated for coordination in the office.
- City will provide a final Release from Warranty letter once all corrections are made to City's satisfaction.

Task 0400 - Deliverables

- Pre-construction meeting agenda and meeting summary (MS Word and PDF format).
- Submittal reviews with flysheet summarizing Consultant comments and RFI Review responses (in PDF format).
- Submittal and RFI log and complete electronic submittal and RFI files, upon request (in PDF format).
- Construction observation reports and associated photographs of ongoing activities (in PDF format).
- Punch list for substantial completion and final completion (in MS Word and PDF format).
- Notes from the one-year anniversary inspection (in PDF format).

Proposed Fee Estimate

Conсор proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$99,644 which includes project management, QA/QC, Design, Bidding and Award services, and Construction services. A breakdown of estimated engineering fees by task is presented in the attached Fee Estimate. Fee estimates are based upon Consor's 2026 Standard Schedule of Charges, which itemizes the hourly rates and other charges. Escalation for work beyond 2026 is included to allow for annual rate adjustment.

Proposed Project Schedule

Table 1 below presents a proposed schedule of services for the project.

Table 1 | Project Schedule

Task/Milestone	General Completion Timeframe
Notice to Proceed (assumed)	September 2026
75% Design	September – November 2026
100% (Final) Design	December 2026 – February 2027
Bidding and Award	February 2027 – May 2027
Construction	July – August 2027
Anniversary Inspection	July 2028

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

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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.

Mountainview Reservoir 1 Roof Coating
City of Oregon City, OR
Proposed Fee Estimate - August 2026

Staff Name	PIC Principal Engineer VI	PM / PE Professional Engineer VIII	EIT Engineering Designer II	Cost Estimating Cost Estimator III	CAD Technician IV	Admin Project Coordinator I	Controls Project Coordinator III	Hours	Labor	Expenses	CADD Units \$18/hr	Total
	\$373	\$265	\$187	\$320	\$204	\$141	\$179					
	HickeyMat	FordJus	BuonaratiNic	GriesingerRob	McFaddinNic	SteinbergMor	CutlipEri					
Task 100 - Project Management												
Task 1.1 - Project Management and Coordination	4	16					2	22	\$ 6,297	\$ -	\$ -	\$ 6,297
Task 1.2 - Owner Meetings and Summary Notes (Kickoff & 2 Additional Meetings)	4	8	12					24	\$ 6,059	\$ -	\$ -	\$ 6,059
Task 1.3 - Monthly Invoices and Progress Reports (12 Months)	4	16					6	26	\$ 7,036	\$ -	\$ -	\$ 7,036
Task 1.4 - Quality Assurance/Quality Control	12	4	8					24	\$ 7,278	\$ -	\$ -	\$ 7,278
Task 100 Subtotal	24	44	20	0	0	0	8	96	\$ 26,671	\$ -	\$ -	\$ 26,671
Task 200 - Design												
Task 2.1 - Data Review and Site Visit	4	8	16					28	\$ 6,833	\$ 58	\$ -	\$ 6,891
Task 2.2 - Coordination with Coatings Manufacturers		8	12					20	\$ 4,515	\$ -	\$ -	\$ 4,515
Task 2.3 - 75% Design Submittal		8	20	2	8	4		42	\$ 8,996	\$ -	\$ 144	\$ 9,140
Task 2.4 - 100% Design Submittal		8	24	2	16	4		54	\$ 11,457	\$ -	\$ 288	\$ 11,745
Task 2.5 - Stamped and Signed (Final) Design Submittal		2	8					10	\$ 2,097	\$ -	\$ -	\$ 2,097
Task 200 Subtotal	4	34	80	4	24	8	0	154	\$ 33,898	\$ 58	\$ 432	\$ 34,388
Task 300 - Bidding and Award												
Task 3.1 - Pre-Bid Meeting		2	6					8	\$ 1,709	\$ 58	\$ -	\$ 1,767
Task 3.2 - Answer Bidder's Questions and Prepare Addenda		2	8					10	\$ 2,097	\$ -	\$ -	\$ 2,097
Task 3.3 - Bid Tabulations		2	8					10	\$ 2,097	\$ -	\$ -	\$ 2,097
Task 3.4 - Assist with Award		2	8					10	\$ 2,097	\$ -	\$ -	\$ 2,097
Task 300 Subtotal	0	8	30	0	0	0	0	38	\$ 7,999	\$ 58	\$ -	\$ 8,057
Task 400 - Construction												
Task 4.1 - Pre-Construction Meeting		2	8					10	\$ 2,097	\$ 58	\$ -	\$ 2,155
Task 4.2 - Construction Coordination	2	8	16					26	\$ 6,061	\$ -	\$ -	\$ 6,061
Task 4.3 - Submittal and RFI Reviews and Responses		2	12					14	\$ 2,871	\$ -	\$ -	\$ 2,871
Task 4.4 - Process Pay Applications		2	8					10	\$ 2,097	\$ -	\$ -	\$ 2,097
Task 4.5 - Process Change Orders		2	8					10	\$ 2,097	\$ -	\$ -	\$ 2,097
Task 4.6 - On-site Construction Observation	2	8	40					50	\$ 10,707	\$ 290	\$ -	\$ 10,997
Task 4.7 - Anniversary Warranty Inspection		4	16					20	\$ 4,193	\$ 58	\$ -	\$ 4,251
Task 400 Subtotal	4	28	108	0	0	0	0	140	\$ 30,122	\$ 406	\$ -	\$ 30,528
TOTAL - ALL TASKS	32	114	238	4	24	8	8	428	\$ 98,690	\$ 522	\$ 432	\$ 99,644

2026 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2026 through December 31, 2026. After this period, the rates are subject to adjustment.

Billing Classifications	2026 Rates	Billing Classifications	2026 Rates
Principal Engineer VI	\$373	Construction Manager X	\$322
Principal Engineer V	\$348	Construction Manager IX	\$301
Principal Engineer IV	\$330	Construction Manager VIII	\$284
Principal Engineer III	\$309	Construction Manager VII	\$275
Principal Engineer II	\$293	Construction Manager VI	\$255
Principal Engineer I	\$279	Construction Manager V	\$235
Professional Engineer IX	\$273	Construction Manager IV	\$222
Engineering Designer IX	\$268	Construction Manager III	\$203
Professional Engineer VIII	\$265	Construction Manager II	\$187
Engineering Designer VIII	\$252	Construction Manager I	\$167
Professional Engineer VII	\$250	Construction Coordinator V	\$216
Engineering Designer VII	\$242	Construction Coordinator IV	\$196
Professional Engineer VI	\$238	Construction Coordinator III	\$182
Engineering Designer VI	\$229	Construction Coordinator II	\$163
Professional Engineer V	\$225	Construction Coordinator I	\$145
Engineering Designer V	\$215	Construction Admin Specialist IV	\$194
Professional Engineer IV	\$212	Construction Admin Specialist III	\$174
Engineering Designer IV	\$210	Construction Admin Specialist II	\$151
Professional Engineer III	\$205	Construction Admin Specialist I	\$128
Engineering Designer III	\$203	Inspector VII	\$235
Engineering Designer II	\$187	Inspector VI	\$216
Engineering Designer I	\$173	Inspector V	\$196
Principal III	\$377	Inspector IV	\$182
Principal II	\$330	Inspector III	\$163
Principal I	\$290	Inspector II	\$145
Project Manager V	\$288	Inspector I	\$126
Project Manager IV	\$287	Technician IV	\$204
Project Manager III	\$273	Technician III	\$183
Project Manager II	\$244	Technician II	\$159
Project Manager I	\$213	Technician I	\$134
Cost Estimator III	\$320	Project Coordinator IV	\$192
Cost Estimator II	\$256	Project Coordinator III	\$179
Cost Estimator I	\$192	Project Coordinator II	\$160
Quality Control Compliance Specialist	\$200	Project Coordinator I	\$141
Climate Scientist VI	\$307	Administrative III	\$141
Climate Scientist V	\$270	Administrative II	\$130
Climate Scientist IV	\$244	Administrative I	\$114
Climate Scientist III	\$217		
Climate Scientist II	\$200		
Climate Scientist I	\$169		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Scott Archer, Parks and Recreation Director

SUBJECT:

Item 7.f. - Amendment No. 1 to the Personal Services Agreement with AKS Engineering & Forestry, LLC for Clackamette Park Design & Engineering Services

STAFF RECOMMENDATION:

Staff recommend approval of Amendment No. 1 to the Personal Services Agreement with AKS Engineering & Forestry, LLC.

EXECUTIVE SUMMARY:

Parks and Recreation staff have been working with our consultant team, led by AKS Engineering & Forestry, LLC, to develop detailed development plans for redevelopment of Clackamette Park and gather public input throughout the process. During the May 12, 2026 City Commission work session, staff presented some options for a redeveloped boat ramp for consideration in the overall park design. City Commission directed staff to explore obtaining new hydrology studies to support the final design location for this boat ramp and ensure the chosen location is feasible for a long-term investment. This amendment adds the necessary scope and fee to complete this work, which will be used to inform future design decisions. It also extends the contract term through the remainder of the FY25-27 biennium to support additional design and outreach work as we move closer to construction documentation.

BACKGROUND:

Commission Goal 7.5 for the 2025-27 biennium focuses on identifying funding and grants to begin the design and construction of park improvements at Clackamette Park. Using existing funds in our WES Good Neighbor Agreement (WESGNA) account, staff contracted with AKS Engineering & Forestry LLC through a competitive process to begin design development planning and preliminary engineering. This work continues to be refined through an extensive community outreach process as we move towards a "shovel-ready" project that is ready for funding opportunities as they arise. Parks and Recreation has secured our first phase of funding through a variety of Metro Nature in Neighborhoods grants that were awarded for the Clackamette Park project this cycle.

The original contract was approved for a not-to-exceed value of \$230,922.10. This amendment increases the not-to-exceed value of this contract by \$47,127.10 for a total of \$278,049.20. Parks and Recreation budgeted \$400,000 for this project in the FY25-27 biennium.

OPTIONS:

1. Approve Amendment No. 1 to the Personal Services Agreement with AKS Engineering & Forestry, LLC for Clackamette Park Design & Engineering Services.
2. Approve Amendment No. 1 to the Personal Services Agreement with AKS Engineering & Forestry, LLC for Clackamette Park Design & Engineering Services with Amendments.
3. Deny Amendment No. 1 to the Personal Services Agreement with AKS Engineering & Forestry, LLC for Clackamette Park Design & Engineering Services and provide further direction.

BUDGET IMPACT:

Amount	\$47,127.10
Fiscal Year(s):	FY26-27
Funding Source(s):	Parks and Recreation Budget (WESGNA Funds)
Included in Approved Budget:	Yes

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement
Clackamette Park Design & Engineering

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and AKS Engineering & Forestry, LLC, hereinafter called "Consultant," which was originally entered into on November 21, 2025 ("Contract") for **Clackamette Park Design & Engineering** and

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

WITNESSETH:

1. The **Duration of Contract** is hereby amended as follows:

Timeline extended, with a new contract end date of June 30, 2027.

2. The **Payment Provisions** are hereby amended as follows:

For provision of additional service described above, the contract price shall be increased by an amount not to exceed **forty-seven thousand one hundred twenty-seven dollars and 10/100** (\$47,127.10). The total not to exceed amount of the Agreement shall be **two hundred seventy-eight thousand forty-nine dollars and 20/100** (\$278,049.20).

3. The **Scope of Work** is hereby amended and incorporate as follows:

A. Hydrographic and Topographic Survey:

- 1) Complete a single-beam echosounder survey within the survey extents (see attached Survey Scope Map) of all navigable areas deeper than 1-2 feet at the time of the survey.
 - a. Measurements to be collected at shore-perpendicular transects at 25-ft line spacing.
 - b. When inside the Clackamas River, transects will be bank-to-bank, perpendicular to the shorelines.
 - c. Will use either a remotely-controlled survey vessel or a shallow draft jet sled.
- 2) Complete an aerial lidar and imagery survey within the same area using an uncrewed aerial vehicle.
 - a. Will include setting ground control point panels (temporary) that will be used to georectify the aerial image and for accuracy statistics.
- 3) Collect supplemental topographic elevation measurements via survey rod and GNSS receiver in areas too shallow for sonar and too wet/deep for infrared lidar.

- 4) Collect a small series of terrestrial laser scans of the west side of the bridge to use for locating and georeferencing bridge western edge and bridge piers.
- 5) Deliverables:
 - a. Update the existing conditions plan sheet(s) with the additional elevation contours and bridge features and provided the updated survey in PDF and CAD export formats.
- B. Perform a Hydraulic Design of the existing river conditions and update the 2016 Hydraulic Design and Impact Assessment for location of the new boat ramp. This scope will be performed by West Consultants, Inc. as detailed in their attached Proposal.

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

AKS Engineering & Forestry, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OREGON CITY

Anthony J. Konkol, III

Date: _____

City Manager
625 Center Street
Oregon City, OR 97045

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

CLACKAMETTE PARK DESIGN & ENGINEERING

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **AKS Engineering & Forestry, LLC** ("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 **April 30, 2026**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Two Hundred and Thirty Thousand, Nine Hundred and Twenty Two dollars and 10 cents (\$230,922.10)**.

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 & Recreation

To Consultant:

AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

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.

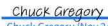
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 21st day of November, 2025.

CITY OF OREGON CITY

AKS Engineering & Forestry, LLC

By: 
Scott Archer
Title: Parks and Recreation Director
DATED: Nov 21, 2025

By: 
Chuck Gregory (Nov 24, 2025 09:06:15 PST)
Title: Principal
DATED: Nov 24, 2025

By: 
Anthony J. Konkol III
Title: City Manager
DATED: Nov 21, 2025

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: November 19, 2025

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Carrie Richter (Nov 21, 2025 10:56:57 PST)
City Attorney

PROJECT UNDERSTANDING

This project consists of improvements and additions to the existing facilities within Clackamette Park. Currently, the park features several amenities, including a skate park, horseshoe pits, central restroom facility, two reservable picnic shelters, playground, RV Park, and two automobile and boat trailer parking areas.

Because the redevelopment of Clackamette Park will need to balance the needs of the diverse user groups who use these facilities, AKS has divided the Scope of Work (SOW) tasks into two phases:

Phase 1 will generally consist of field data collection necessary to identify site constraints and inform design decision processes; early public outreach and stakeholder involvement; and updates to the original 2022 Clackamette Park Master plan to best fit the site conditions and respond to direction given by the community and the City. These field studies and outreach efforts will focus on the priority amenities and facilities identified during conversations with City staff, namely the boat access and launch areas, RV park, playground area, and trails and pedestrian connector paths, which are further discussed in the specific task descriptions below.

Phase 2 will include development of the preferred master plan determined in Phase 1, land use approval, construction document preparation, and permitting. Specific scoping of this phase has been deferred until after the Phase 1 master plan update is complete and specific amenities are determined, to best serve the needs of the project effectively and efficiently.

SCOPE OF WORK

The following list of items are services AKS (Consultant) will be responsible for completing. All work outlined below will be performed by or under the direct supervision of a Professional Engineer (PE), Professional Land Surveyor (PLS), Professional Wetland Scientist (PWS), Registered Arborist, or Registered Landscape Architect (RLA) licensed in the State of Oregon. Consultant will only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and SOW.

TASKS AND DELIVERABLES

TASK A – PROJECT MANAGEMENT

As part of our regular duties under this contract, AKS will provide the following project administration and management in conjunction with each design task as applicable:

- Participate in design team project milestone meetings throughout the design process as detailed in the SOW and prepare meeting agendas and minutes as required.
- Prepare for and attend bi-weekly or monthly check-in meetings (virtual) with the City's project manager during the design process. AKS will prepare meeting agenda and meeting notes and respond to comments/edits if necessary. For budgeting purposes, we have assumed a total of eight (8) bi-weekly meetings over a 16-week duration. Each meeting will be attended by up to two (2) members of the Consultant's staff. Meetings will not exceed 1 hour each.
- Prepare and maintain a project schedule for the deliverables listed in this contract in a shareable format (such as Microsoft Projects or similar program).

- Prepare monthly invoices throughout the design process.
- Provide overall management, direction, and coordination of staff (including sub-consultants as listed below) to include any necessary internal consultant staff meetings.
- On-going coordination and communication with the City's project manager as needed to appropriately manage the services under the contract.
- Coordination and management of the following sub-consultants:
 - Columbia West Engineering, Inc. - Geotechnical engineering
 - Willamette Cultural Resources Associates (WRCA) - Cultural assessment
 - JLA Public Involvement – Public engagement

I. TASK A DELIVERABLES

- Meeting agendas and minutes
- Project schedule
- Monthly invoices

TASK B – STAKEHOLDER INVOLVEMENT & PUBLIC OUTREACH

AKS has engaged with JLA Public Involvement (JLA) who will lead the engagement and outreach efforts. See attached scope of work (**Exhibit D**) from JLA in addition to the scope noted below:

- Prepare conceptual master plan graphics to support JLA in their public outreach efforts. While it is our understanding that City staff will internally prepare and distribute advertising materials, such as mailers, flyers, and social media posts, AKS will assist these efforts by providing plan graphics and similar technical information to the City for their use.
- Using material and content provided by JLA, AKS will prepare a project StoryMaps and Survey123 (an interactive based GIS based website and polling program) showing master plan refinements, project updates, and outreach survey to collect public feedback. AKS will actively maintain the StoryMaps website with updates at regular milestone intervals for the length of the project as the primary form of public content and coordinate with City staff to provide a link to the StoryMaps webpage that can be hosted on the City's own site.

II. TASK B DELIVERABLES

- Supporting plans and associated materials to JLA for their outreach efforts
- StoryMaps website and Survey123 survey poll summary
- Survey123 form and results summary documents

TASK C – SURVEYING

- Survey/plat research
- As-built research
- FEMA research (FIRM/FIS/Alternate studies that may be regulated to)
- Review title as provided by client
- Establish survey control on State Plane coordinates and elevations on local jurisdiction standards (typically NAVD88)
- Request public utility locates
- Coordinate private utility locates



- Establish ground control for an aerial survey flight
- Aerial surveying to capture gravel, paving limits, road striping and other ground data
- Field surveying to tie:
 - Survey property monuments of record for site orientation
 - Marked public and private utility locates
 - Above ground utilities (e.g. sanitary, storm, water, gas, power, communications)
 - Obtain invert data of storm and sanitary structures
 - Hard surfaces (e.g. curb, sidewalk, concrete, asphalt, driveway drops, ramps)
 - Trees 6-inch diameter at breast height and greater
 - Fences, walls and significant landscaping)
 - Natural ground and break lines for 1-foot contours
- Mapping of easements in the title report. Report any unmappable exceptions to the City.
- Mapping of floodplain per current FEMA maps or any alternate studies the jurisdiction may permit to

TASK C DELIVERABLES

- Ground and aerial topographic survey and existing conditions plan in PDF and CAD

TASK D – DESIGN STUDIES & REPORTS

Task D-1 – Traffic Analysis

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work. If traffic engineering (e.g. traffic study, or trip generation memo, etc.) is deemed necessary by City Planning staff during the pre-application process, services will be provided by Lancaster Mobley, an AKS Company.

Task D-2 – Geotechnical Investigation and Pavement Design

Columbia West will provide the geotechnical investigation and recommendations in accordance with their attached proposal (**Exhibit E**). Construction observation services will be provided at such a time when construction funding is secured.

Task D-3 – Stormwater Analysis and Report

AKS will coordinate with City maintenance staff to provide storm lateral cleaning and video inspection of the three (3) existing City owned storm service in the park (two parallel to the toe of slope of Clackamette Dr. and the 30" line to the outfall in the river). We will provide a report documenting the condition of the pipe with recommendations if needed. Stormwater design for the site improvements meeting City standards as well as DEQ/DSL/USACOE (as appropriate) stormwater standards for in-water work permits. LIDA facilities will be prioritized for water quality and detention and will be included in Phase 2 design services. Additional services may be required, pending the outcome of the existing pipe evaluation.

Task D-4 – Sanitary Sewer Condition Assessment

AKS will coordinate with City maintenance staff to provide sanitary sewer main cleaning and video inspection of the two (2) existing City owned sewer services in the park (one to the restroom and one to the dump station). We will provide a report documenting the condition of the pipe(s) with recommendations if needed. Sanitary sewer design for the new amenities to connect to the existing pipe on-site will be included, as necessary, in Phase 2 design services. Additional services may be required, pending the outcome of the existing pipe evaluation.



Task D-5 – There were no services listed in the RFP for Task D-5. This task has been left intentionally blank to retain the original sequencing.

Task D-6 – Archaeological Services

Archeological services will be provided by Willamette Cultural Resources Associates (WCRA) as indicated in their attached proposal (**Exhibit F**). This field study will be limited to the project area outside of the Area of Potential Effects (APE) studied in the Cultural Resource Survey for the Clackamette Park Boat Launch Repair Project prepared by Archaeological Investigations Northwest, Inc dated May 21, 2025.

TASK D DELIVERABLES

- Geotechnical Investigation Report
- Archeological Investigation Report
- Stormwater Condition Assessment Report
- Sanitary Sewer Condition Assessment Report

TASK E – DESIGN SERVICES

To gain consensus on the City’s desired amenities and facilities as well as ascertain development priorities and funding strategies which will be a critical step in informing the scope and layout of the park, the design services task will be broken into two phases:

- **Phase 1 Task E-1: Conceptual Plans** which will focus on updates and refinements to the priority elements (listed in Task E1 below) of the original 2022 master plan based on site data gathered in the field, community priorities from the public engagement period, and direction from City Park Staff, the Parks and Recreation Advisory Committee (PRAC), and City Commission.
- **Phase 2 Tasks E-2-E-5: Construction Plan Development** which will include the development of the land use application materials, and construction and permitting plan sets of the preferred amenities and facilities determined in Phase 1.

Task E-1– Conceptual Plans

As part of the first phase work, AKS will coordinate with the City’s project manager and other City staff to build upon and modify, as determined to be necessary, the 2022 conceptual park master plan and the 30% design for the boat ramp prepared by KPFF Consulting Engineers. This updated master plan design will be used to gather public feedback during a kickoff open house event, and as a base for discussions with the Parks and Recreation Advisory Committee (PRAC) and City Commission in order to reach a consensus on what amenities and facilities should be included in the projects’ second phase development of the construction document plan sets, land use submittal, and possible phasing of construction. Based on our conversations with City staff and available funding sources, the conceptual plans will focus on the design of the following priority amenities:

- Boat access, including the new motorized boat launch, converting the existing boat launch to paddle craft only usage, and improving the associated vehicular circulation and parking areas.
- RV Park relocation to the area shown on the 2022 master plan and restoration of the existing RV park to a multi-purpose central lawn/event area.
- Nature Based Playground.

- Trails and pedestrian connector paths and supporting amenities (benches, interpretive signs, picnic tables, and the like).

To support and inform the initial conceptual design effort, AKS will:

- Gather and review available technical data including as-built plans, existing utility information, soil reports, surveys, etc.
- AKS certified arborist will evaluate all trees greater than or equal to 6" diameter at breast height (DBH) that will be shown on the existing conditions plan. These trees will be visually evaluated to identify species, DBH, average canopy radius, tree health & condition, and any specific tree comments. A Detailed Tree Inventory spreadsheet will be created that will include all information collected during the evaluation.
- Digitize the original 2022 concept master plan and incorporate drawings prepared by KPFF for the boat ramp area. Prior to preparing the initial refinement of the master plan focusing on improving the layouts for the items identified above, AKS will attend one (1) virtual design review meeting to discuss the field study findings and recommendations with the City Parks Staff and direction for the master plan refinements. It is anticipated that up to two (2) Consultant personnel will attend the meeting, estimated to be up to 1 hour in length.
- Prepare conceptual layout for the above park improvements and amenities based on City direction. Other than improving the new boat ramp and RV parking circulation, it is assumed that no significant changes to the location or general design direction of the other park improvements will be made. AKS will also prepare an alternative concept layout, if desired, that blends the new boat ramp into and preserves the existing boat parking lot. Attend one (1) virtual design review meeting to review the new conceptual master plan layouts with City Parks staff and make refinements to this plan based on their feedback. It is anticipated that up to two (2) Consultant personnel will attend the meeting, estimated to be up to 2 hours in length.
- Prepare a colorized master plan for use in the public outreach and engagement process detailed in Task B above.
- Participate in other project milestone meetings as detailed below:
 - Prepare materials for and present project updates and anticipated schedule, in partnership with City Parks Staff, at an initial kick-off meeting with PRAC.
 - Attend and participate in the public project open house event (detailed in Task B) during the public outreach process.
 - Support City staff presentations to ongoing PRAC and City Commission meetings by providing supporting documents, plans, and technical data, as well as regular project progress updates and talking points.
 - Prepare materials for and present project updates and anticipated schedule, in partnership with City Parks Staff, at one (1) City Commission meeting to present the final preferred concept master plan.

Task E-2 – 30% Construction Documents (CD's) (Land Use Application Submittal)

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.

Task E-3 – 60% Construction Documents (CD's)

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.



Task E-4 – 90% Construction Documents (CD's) (Permitting Submittal)

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.

Task E-5 – Final 100% Construction Documents (CD's) (Bid Set)

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.

TASK E DELIVERABLES

- Arborist detailed tree inventory (included in the Task C existing conditions plan deliverables)
- Updated colorized conceptual master plan and refinements

TASK F – UTILITY COORDINATION

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.

TASK G – PERMITTING AND LAND USE APPROVALS

Task G-1 – Wetland and Waters Delineation Fieldwork

If authorization from the Department of State Lands (DSL) and the US Army Corps of Engineers (USACE) is determined to be necessary for this project, a delineation will need to be completed and submitted for review as a component of the permitting process. To confirm no wetlands are present within the project area, or to help or engineering team design park improvements to avoid identified wetlands, Consultant will conduct a wetland and waters delineation in accordance with the criteria and methods described in the 1987 USACE Wetland Delineation Manual and the Western Mountains, Valley, and Coast Range Regional Supplement. All wetland and waters boundaries will be flagged with pin flags and/or plastic flagging and labeled alpha-numerically in the field so they are clearly identifiable during survey. All collected data will be transferred to electronic Wetland Determination Data Forms for use in a future Wetland and Waters Delineation Report, if one is determined to be necessary. No formal report or memorandum will be prepared as part of this task.

Task G-2 – Agency Coordination and Permitting Scoping Memorandum [CONTINGENCY TASK]

The City, at its discretion, may authorize AKS to perform the services identified in this contingency task. AKS shall proceed with this task only after receiving written authorization (email acceptable) and Notice-to-Proceed.

If authorized, AKS will provide the following services:

If the City decides to move forward with the new boat launch, or improvements to the existing boat ramp will require authorization from the USACE, DSL, Oregon Department of Environmental Quality (DEQ), and the National Marine Fisheries Service (NMFS), Consultant will conduct early coordination with agency staff to discuss the project and determine appropriate permitting pathways. It is anticipated that AKS will coordinate mostly with the USACE, NMFS, and Oregon Department of Fish & Wildlife (ODFW) staff; however, AKS will conduct early coordination with DSL and DEQ, as necessary. The main goal for the agency coordination is to confirm whether the project can be covered under the Standard Local Operating Procedures for Endangered Species (SLOPES) IV for In-water Over-water Structures, and to identify any mitigation measures that will need to be implemented. It is anticipated that coordination will occur primarily via email, phone calls, and virtual meetings; however, one (1)



site visit with agency staff has been included in the cost estimate. For budgeting purposes, it is assumed that this coordination will consist of two (2) one-hour virtual meetings, email correspondence, and phone calls. It is assumed that the virtual meetings will be attended by up to two (2) Consultant staff and City staff, if desired.

To assist with future contract amendment scoping, and to provide the City with a summary of the likely permitting pathways, Consultant shall prepare a brief Permitting Scoping Memorandum to document the results of the wetland and waters delineation fieldwork and agency coordination. The memorandum will clearly discuss the anticipated agency review timelines, permit application submittal requirements, and mitigation options and potential permitting costs.

TASK G DELIVERABLES

- Wetland and waters delineation mapping in conjunction with the topographic survey
- Draft/Final Permitting Scoping Memorandum Word/PDF format (Contingency Task)

TASK H - There were no services listed in the RFP for Task H. This task has been left intentionally blank to retain the original sequencing.

TASK I – BIDDING SERVICES

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.

TASK J – CONSTRUCTION MANAGEMENT SERVICES

Scoping of this task will be deferred until the completion of the master plan update (Phase 1) and determination of the Phase 2 work.

ASSUMPTIONS

- No improvements within the public ROW will be required.
- City will provide AKS with a current title report for the property including copies of all exceptions.
- AKS has unrestricted access to the site for survey work.
- AKS will subcontract with a private utility locate company to assist in locating private underground utilities. Client to make AKS aware of any existing private utilities located within the limits of the survey and project area including septic tanks, distribution boxes, drain lines, ground water wells, etc.
- City water, storm, and sanitary sewer are stubbed to the site with adequate size, capacity, and depth to serve the site.
- Clients have completed an environmental assessment showing no contaminated soils/groundwater and there are no hazardous materials on the property.
- Significant (negative) public testimony is not anticipated and will be directly responded to by the Client.
- There are no boundary encroachment/title issues.
- The City will complete the required Zone Change for the two properties where the relocated RV Park will be sited.
- The fees provided are estimates and are subject to change.



EXCLUSIONS

Only those services/tasks specifically listed in the scope of work are included. Services that do not fall within the scope of work are excluded from this proposal. The following are specifically excluded from this fee proposal:

- Printing costs of plans
- Continuances, open records, appeals, variances, hearings, presentations, etc.
- Lot line adjustment and/or boundary resolutions
- Utility video inspections
- Franchise utilities
- Traffic/transportation studies
- Traffic signal modifications
- Professional natural resource permitting services (FEMA LOMR, ACOE/NMFS, ESA Studies, DSL, USACE, wetland delineation report, etc.)
- Resolution or mitigation of property boundary encroachments, overlaps, and/or gaps
- Other specialized services to be performed that do not fall within the scope of the items listed under the scope of work are excluded

Fees or bonds required by affected governmental bodies for review, filing, and submission of application, plans, and drawings are not included in the estimate. Title company fees are not included.

Reproduction and mileage costs will be billed “at cost” and are not included in the estimated fees. Delivery costs will be billed hourly and are not included in the estimated fees.



AKS ENGINEERING & FORESTRY, LLC CONTRACT RATES													
AKS ENGINEERING & FORESTRY ENGINEERING & FORESTRY Estimated Budget Clackamette Park AKS #12824 - November 10, 2025	Principal Civil Eng.	Civil Eng.	Eng. Designer	Sr. LA	LA	Survey (2 Person Crew)	Principal Surveyor	Surveyor	Survey CAD Tech	Principal Natural Resource Specialist	Natural Resource Specialist	Natural Resource Technician	Certified Arborist
	PC/Clerical	Tech Edit	GIS Specialist										
Task A: Project Management													
Bi-weekly check-in meetings	4	8	8			4							
Prepare & maintain project schedule	3	3											5
Project administration & coordination	2	18	12										10
Task Hours Total	6	29	0	20	0	0	0	0	0	4	0	0	15
Task Fees	\$1,590.00	\$5,510.00	\$0.00	\$4,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,800.00
Task A Subtotal	\$14,200.00												
Task B: Stakeholder Involvement & Public Outreach													
Prepare supporting graphics & presentation materials to support public outreach efforts	2	16	10	8									
StoryMaps creation and website maintenance			3								40		
Coordination with City and Subconsultants	1	3	3								3		
Attendance at public outreach events	3	6	16	19	8	0	0	0	0	0	0	0	0
Task Hours Total	3	6	16	19	8	0	0	0	0	0	0	0	0
Task Fees	\$795.00	\$1,140.00	\$2,480.00	\$4,085.00	\$1,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task B Subtotal	\$17,815.00												
Task C: Surveying													
Topographic Ground and Aerial Surveying and Mapping						60	10	20	60				
Hydrographic Survey (Single-beam sonar with RTK-GNSS)													
Task Hours Total	0	0	0	0	0	60	10	20	60	0	0	0	0
Task Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$2,600.00	\$3,800.00	\$8,400.00	\$0.00	\$0.00	\$0.00	\$0.00
Task C Subtotal	\$29,800.00												
Task D: Design Studies & Reports													
Task D-1: Traffic Analysis (Deferred)													
Task D-2: Geotechnical Investigation & Pavement Design													
Coordination with Subconsultant; review findings	2	4											
Task D-3: Stormwater Analysis & Report													
Coordination with Subconsultant; review findings	2	16											
Task D-4: Sanitary Sewer Condition Assessment													
Coordination with Subconsultant; review findings	2	16											
Task D-5: (not used)													
Task D-6: Archaeological Services													
Coordination with Subconsultant; review findings	2	4											
Task Hours Total	8	40	0	3	0	0	0	0	0	0	0	0	0
Task Fees	\$2,120.00	\$7,600.00	\$0.00	\$645.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task D Subtotal	\$10,365.00												
Task E: Design Services													
Task E-1: Conceptual Plans													
Gather and review background information and technical data, field study findings, etc.	2	8	6	2	6								
Arborist field work													
Prepare detailed tree inventory													
Design review meeting #1 (review field study findings)	2	2	2										1
Prepare conceptual master plans	16	50	60	12	36								
Design review meeting #2 (review conceptual master plans)	1	1	1	1									1
Prepare colored master plan of preferred option													
Prepare material for PRAC Meeting	1	3	2	10	5								
PRAC Meeting													
Prepare material for Commission Meeting	1	3	2	3	5								2
Commission Meeting													
Misc coordination with City Staff/progress updates	3	8	8										4
Task E-2: 30% CD's (Land Use Submittal) (Deferred)													
Task E-3: 60% CD's (Deferred)													
Task E-4: 90% CD's (Permitting Submittal) (Deferred)													

Task E-5: 100% CD's (Bid Set) (Deferred)												
Task Hours Total	25	81	71	63	52	0	0	0	0	0	0	8
Task Fees	\$6,625.00	\$15,390.00	\$11,005.00	\$13,545.00	\$8,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$960.00
Task E Subtotal												\$62,845.00
Task F: Utility Coordination (Deferred)												
Task G: Permitting & Land Use Approvals												
Task G-1: Wetland & Waters Delineation Fieldwork												
Task Hours Total	0	0	0	0	0	0	2	10	12	2	0	0
Task Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$1,650.00	\$1,500.00	\$370.00	\$0.00	\$0.00
Task F Subtotal												\$4,020.00
Task H: (Not Used)												
Task I: Bidding Services (Deferred)												
Task J: Construction Management (Deferred)												
Direct Costs												
Mileage (\$0.70/per mile)												\$300
Private Utility Locator Contractor												\$1,000
Direct Costs Subtotal												\$1,300.00
Subtotal												\$140,345.00
Subconsultants (cost + 10%)												
Columbia West Geotechnical Engineer												\$22,500.00
Landis Consulting Electrical Engineer (Deferred)												\$0.00
Willamette Cultural Resources Archaeology Services												\$33,428.00
WEST Consultants (Deferred)												\$0.00
JLA Public Involvement												\$20,183.00
Traffic (Deferred)												\$0.00
Grand Total:												\$224,967.10
Contingency Tasks												
Task G-2: Agency Coordination and Permitting Scoping Memo												
Task Hours Total	0	0	0	0	0	0	8	26	0	2	1	
Task Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$4,455.00	\$0.00	\$280.00	\$120.00	\$0.00
Contingency Task Total												\$6,855.00

AKS Engineering & Forestry, LLC
Billing Rates – Effective 07/01/2025



Role	Level			Hourly Rate Range		
Admin						
Project Coordinator/Clerical	VII	to	XI	\$ 110	to	\$ 130
Technical Editor/Writer	XI	to	XV	\$ 130	to	\$ 150
Arborist/Forestry						
Forest Engineering/Forestry/Arborist Tech	VII	to	XV	\$ 110	to	\$ 150
Forester	XVI	to	XIX	\$ 155	to	\$ 170
Forest Engineer	XX	to	XXIX	\$ 175	to	\$ 220
Certified Arborist	XIII	to	XXIX	\$ 140	to	\$ 220
Construction Support						
Construction Inspector	VII	to	XV	\$ 110	to	\$ 150
Sr. Construction Inspector	XVI	to	XXI	\$ 155	to	\$ 180
Construction Manager/Owner Rep	XXII	to	XXVII	\$ 185	to	\$ 210
Sr. Construction Manager/Owner Rep	XXVIII	to	XXXIII	\$ 215	to	\$ 240
Engineering						
CAD Technician	IX	to	XVIII	\$ 120	to	\$ 165
Engineering Designer	XIII	to	XVIII	\$ 140	to	\$ 165
Civil Engineer	XIX	to	XXVII	\$ 170	to	\$ 210
Sr. Civil Engineer	XXVIII	to	XXXIV	\$ 215	to	\$ 250
Principal Civil Engineer	XXXV	to	XXXVI	\$ 260	to	\$ 270
GIS						
GIS Technician	VII	to	IX	\$ 110	to	\$ 120
GIS Specialist	X	to	XV	\$ 125	to	\$ 150
GIS Analyst	XVI	to	XIX	\$ 155	to	\$ 170
Sr. GIS Analyst	XX	to	XXIII	\$ 175	to	\$ 190
Managing GIS Analyst	XXVII			\$ 210		
Landscape Architecture						
Landscape Designer	VII	to	XIV	\$ 110	to	\$ 145
Landscape Architect	XV	to	XXIII	\$ 150	to	\$ 190
Sr. Landscape Architect	XXIV	to	XXXI	\$ 195	to	\$ 230
Principal Landscape Architect	XXXIV			\$ 250		
Natural Resources						
Natural Resource Technician	VII	to	XIII	\$ 110	to	\$ 140
Natural Resource Specialist	XIV	to	XXI	\$ 145	to	\$ 180
Sr. Natural Resource Specialist	XXII	to	XXIX	\$ 185	to	\$ 220
Managing Natural Resource Specialist	XXXI	to	XXXIII	\$ 230	to	\$ 240
Principal Natural Resource Specialist	XXXIV			\$ 250		
Planning						
Planning Technician	VII	to	IX	\$ 110	to	\$ 120
Planner	X	to	XXI	\$ 125	to	\$ 180
Sr. Planner	XXII	to	XXXI	\$ 185	to	\$ 230
Managing Planner	XXXIII			\$ 240		
Principal Planner	XXXIV			\$ 250		
Project Management						
Project Manager	XXVII	to	XXXIV	\$ 210	to	\$ 250

AKS Engineering & Forestry, LLC
Billing Rates – Effective 07/01/2025



Surveying						
Survey CAD Technician	IX	to	XVII	\$ 120	to	\$ 160
Survey Technician	VII	to	XIII	\$ 110	to	\$ 140
Sr. Survey Technician	XIV	to	XXV	\$ 145	to	\$ 200
Surveyor (PLS)	XX	to	XXVI	\$ 175	to	\$ 205
Sr. Surveyor (PLS)	XXVII	to	XXXIV	\$ 210	to	\$ 250
Principal Surveyor		XXXV		\$ 260		
One-person Land Survey Crew				\$ 185		
One-person Land Survey Crew - Prevailing Wage				\$ 225		
Two-person Land Survey Crew				\$ 250		
Two-person Land Survey Crew - Prevailing Wage				\$ 295		
Three-person Land Survey Crew				\$ 315		
Three-person Land Survey Crew - Prevailing Wage				\$ 365		
One-person Aerial Survey Crew				\$ 185		
Two-person Aerial Survey Crew				\$ 250		
One-person Laser Scanning Survey Crew				\$ 215		
One-person Laser Scanning Survey Crew - Prevailing Wage				\$ 260		

Non-salary costs (reimbursables)	
Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	cost + 10%
Mileage	current federally allowed rate
Technical Supplies	cost + 10%
Postage/Shipping	cost + 10%
Commercial Copies	cost + 10%
Commercial Deliveries	cost + 10%
Per Diem	Standard rates apply

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.



Scope of Work (Draft)

Project Title: Clackamette Park Design and Engineering

Client: City of Oregon City

JLA Project Lead: Jessica Pickul, Tracie Heidt

Project Lead: Kirsti Hauswald, AKS

Date: November 5, 2025

Introduction

JLA is pleased to potentially support the City of Oregon City and AKS Engineering with public engagement services for the Clackamette Park Design Project.

The following scope and activities assume that the Consultant will manage the production of an Engagement Plan, development of website content, one (1) open house meeting, and one (1) online survey. It is assumed the open house event, website content and survey will be produced in English.

Activities/Products to be Completed

Task 1: Project Management

Task 1.1 – Project Management

Consultant to participate in a 1-hour site visit with the Project Team to discuss park elements. Consultant to complete monthly progress reports and invoices.

- 1 1-hour site visit, assumes 2 staff
- Progress reports/invoices (5 total)

Deliverables:

- Progress reports/invoices (5)

Task 1.2 – Project Team Meetings

Consultant to participate in a Project Kick Off Meeting with the Client and Consultant team. It is anticipated that the kick off meeting will be held online and last up to 2 hours.

Consultant to meet with the project team (up to 8 meetings) to discuss website content needs, project development, event planning, logistics, talking points and any other topics necessary to carry out the public meeting. It is assumed that meetings will last one hour or less in duration and will include one (1) staff from JLA.

- Attend Project Kick Off Meeting (assumes 2 hours), assumes 2 staff
- Attend up to 8 additional project team meetings (assumes one-hour virtual meetings)

Scope of Work (Draft)

Deliverables:

- None for this task

Task 2: Community Outreach

2.1 – Community Engagement Plan

Consultant shall produce a draft and final Community Engagement Plan that includes key messages, outreach activities, an overall engagement schedule, key responsibilities, and measures of success. The Consultant shall deliver the first draft of the Community Engagement Plan within two (2) weeks of the Project Kick Off meeting.

Deliverables:

- 1 draft and 1 final Community Engagement Plan

2.2 – Public Open House

Consultant will plan, manage, and facilitate one (1) in-person Public Open House. Consultant shall prepare an event plan to outline information to be shared, event layout, roles for staff, material needs and talking points, as needed. The goal of this event is to gather feedback on design considerations to inform next steps for the design process. It is anticipated that the meeting will last up to two hours in duration and be staffed by two (2) JLA staff.

Consultant shall produce a sign-in sheet, comment card or survey and a meeting summary following the event.

Deliverables:

- 1 draft and 1 final open house plan
- Meeting materials: sign-in sheet and a comment card or survey
- 1 meeting summary, due 7 days following the closure of the online survey in task 2.3

2.3 – Website Content

Consultant to develop initial and monthly content updates (up to 16) for a public-facing project website to be hosted on AKS's StoryMap. Website content to include a project overview, history of the Master Plan and next steps for the park, a timeline, design considerations, outreach events and more.

Consultant shall also produce public-friendly questions for an online survey to be posted on the website to correspond with the Public Open House. AKS will produce the final survey in Survey 123. Consultant shall summarize public feedback and include it in a summary of the survey and open house event.

Deliverables:

- Initial website content

Scope of Work (Draft)

- Website content, up to 16 updates
- Questions for a public survey
- Summarization of survey

Clackamette Park
JLA Public Involvement
November 6, 2025

Task #		Task/Subtasks		SA 1 (Strategy)		PI4 (PM)		PI3 (Online)		PI2 (Coordinator)		Admin 4 (Invoicing)		Totals			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Labor	Expenses	Cost
1.0	Project Management																
1.1	Invoices + Project Management <i>Up to 5 invoices, one site visit with 2 staff</i>	2	\$507	10	\$1,713	0	\$0	0	\$0	5	\$695	17	\$2,914	\$18	\$2,932		
1.2	Project Team Meetings <i>Project Kick Off plus 8 team meetings</i>	2	\$507	12	\$2,055	0	\$0	0	\$0	0	\$0	14	\$2,562	\$0	\$2,562		
▲	Task 1.0 Subtotal	4	\$1,014	22	\$3,768	0	\$0	0	\$0	5	\$695	31	\$5,477	\$18	\$5,495		
▼																	
2.0	Community Outreach																
2.1	Community Engagement Plan <i>One draft and one final</i>	4	\$1,014	5	\$856	0	\$0	8	\$974	0	\$0	17	\$2,844	\$0	\$2,844		
2.2	Public Open House <i>Event plan, travel, facilitation, summary</i>	6	\$1,521	14	\$2,398	0	\$0	8	\$974	0	\$0	28	\$4,892	\$0	\$4,892		
2.3	Website Content <i>Produce and coordinate content and updates</i>	4	\$1,014	18	\$3,083	4	\$566	18	\$2,191	0	\$0	44	\$6,854	\$0	\$6,854		
▲	Task 2.0 Subtotal	14	\$3,549	37	\$6,337	4	\$566	34	\$4,138	0	\$0	89	\$14,590	\$40	\$14,630		
Add new task here																	
Totals		18	\$4,563	59	\$10,105	4	\$566	34	\$4,138	5	\$695	120	\$20,067	\$58	\$20,125		

October 28, 2025

AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Attn: Chuck Gregory, Principal

**Re: Proposal for Geotechnical Engineering Services
Clackamette Park
1955 Clackamette Drive
Oregon City, Oregon
CWE Project: AKS-9-01-1**

INTRODUCTION

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal for geotechnical engineering services for the Clackamette Park project located at the confluence of the Clackamas and Willamette Rivers in Oregon City, Oregon. The site is currently developed for recreational use with an RV park, skatepark, and boat ramp facilities. We understand that proposed improvements include relocating the RV park across Clackamette Drive, expansion of the skatepark, construction of a new boat ramp, sport court installation, a new restroom structure, and associated improvements. New pavement improvements, underground utilities, and stormwater management facilities are also proposed. The restroom building will be lightly loaded and may consist of a pre-manufactured structure. The site is relatively flat; therefore, cuts and fills are expected to be up to a few feet each.

BACKGROUND

Based on review of geologic mapping and our experience in the site vicinity, we expect subsurface conditions to consist of coarse-grained alluvial deposits of silt, sand, and gravel to a depth of at least 50 feet below ground surface (BGS). The depth to groundwater is expected to be approximately 10 to 20 feet BGS which corresponds to the elevation of the adjacent rivers.

SCOPE OF SERVICES

The purpose of our services is to provide geotechnical engineering recommendations for use in design and construction of the proposed development. The specific scope includes the following:

- Review information available in Columbia West's files from previous geological and geotechnical studies conducted at and in the vicinity of the site.
- Coordinate and manage the field exploration program, which includes locating public and private utilities, coordinating site access, and scheduling subcontractors and Columbia West field staff.
- Conduct the following explorations at the site:
 - Drill one onshore boring near the proposed boat ramp to a depth of 50 feet BGS, or refusal if encountered shallower.

- Excavate six test pits to a maximum depth of 12 feet BGS, or refusal if encountered earlier.
- Observe subsurface conditions, maintain continuous logs of the explorations, and collect samples at representative intervals.
- Perform infiltration testing in three of the test pits in accordance with Oregon City requirements. We have assumed a maximum test depth of 5 feet BGS.
- Perform laboratory testing using select soil samples collected from the explorations. The specific tests will be selected based on the geologic material encountered and may consist of natural moisture content, particle-size analysis, and/or Atterberg limits.
- Prepare a geotechnical report for the site that includes the following:
 - Summary of soil and groundwater conditions at the site
 - Assessment of geologic and seismic hazards necessary to address the requirements of Oregon City's geologic hazards code
 - Foundation settlement potential
 - Recommendations for shallow spread footings
 - Pile design recommendations for the boat ramp
 - Recommendations for floor slab subgrade preparation
 - Recommendations for retaining walls, including lateral earth pressures, backfill, compaction, and drainage
 - Recommendations for site preparation, including grading and drainage, stripping depths, fill type for imported material, compaction criteria, trench excavation and backfill, use of on-site soil, and wet/dry weather earthwork
 - Recommendations for managing groundwater conditions that may affect the performance of structures and site improvements
 - Infiltration test results and stormwater disposal recommendations
 - AC pavement design (20-year design life) for private on-site access drives and parking areas, including subbase, base course, and AC paving thickness
 - Code-based seismic design parameters in accordance with the 2025 State of Oregon Structural Specialty Code and ASCE 7-22

SCHEDULE

Columbia West will schedule our subcontractors upon receiving a signed contract. Our fieldwork will begin as soon as our subcontractors can be mobilized, which we expect will require approximately three weeks. We will complete and submit a report within four to five weeks of completing the fieldwork. This proposal is valid for 30 days.

FEE AND PAYMENT

The scope of services identified above will be conducted in accordance with the attached Contract Terms and Provisions for a lump sum fee of **\$22,500**. We will contact you for authorization if unforeseen circumstances arise that warrant additional work. Additional services will be conducted on a time-and-expense basis in accordance with the attached Schedule of Fees. Columbia West will invoice upon project completion and be compensated in full within 30 days of receipt of invoice.

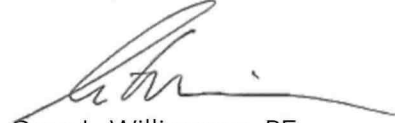
Our fee assumes the following:

- Site access will be arranged by others.
- Contaminated soil will not be encountered in the explorations.
- The test pits will be backfilled with the excavated material using limited compactive effort of tamping with the excavator bucket and tracking over the surface with the wheel or tracks of the excavator.



We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Please do not hesitate to contact us if you have questions or require additional information. To formally authorize our services, return a signed copy of this agreement.

Sincerely,



Greg L. Williamson, PE
Senior Geotechnical Engineer



Daniel E. Lehto, PE, GE
Principal Engineer

GLW:DEL

Attachments: Contract Terms and Provisions, Schedule of Fees

Document ID: AKS-9-01-1-102825-geop.docx

The scope of services outlined in this agreement is hereby accepted and Columbia West is authorized to proceed. This agreement constitutes the entire agreement between the Client and Columbia West and supersedes all prior written or oral understandings.

_____	by	_____
Organization		Signature*
_____		_____
Date		Printed Name

		Title

*Individual with contracting authority and responsible for payment of Columbia West's fees.

SCHEDULE OF FEES

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

➤ Personnel	Rate	Personnel	Rate
Principal Engineer	\$250	Senior Engineering Technician	\$110
Associate Engineer	\$225	Engineering Technician	\$100
Senior Project Engineer/Geologist	\$215	Laboratory Manager	\$145
Project Engineer/Geologist II	\$190	Laboratory Technician	\$80
Project Engineer/Geologist I	\$170	Senior Technical Editor	\$100
Senior Staff Engineer/Geologist	\$150	Technical Editor	\$90
Staff Engineer/Geologist II	\$140	Administrative Assistant	\$80
Staff Engineer/Geologist I	\$135	Administrative Services	varies

SPECIAL INSPECTION SERVICES

➤ Services	Unit	Rate
Special Inspection (masonry, reinforced concrete, shotcrete)	hourly	\$95
Special Inspection (proprietary anchors, lateral wood, cold-formed steel)	hourly	\$95
Special Inspection (fireproofing, firestopping)	hourly	\$95
Special Inspection (post-tensioned concrete, floor flatness)	hourly	\$105
Special Inspection (structural steel, bolting, welding)	hourly	\$105
Non-Destructive Testing Inspector	hourly	\$110
Project Manager	hourly	\$145
Administrative Services		varies

MATERIALS TESTING SERVICES

➤ Soils and Aggregate	Unit	Rate
Atterberg Limits	each	\$195
California Bearing Ratio	each	\$500
Clay Lumps and Friable Particles	each	\$135
Direct Shear, One-Point	each	\$315
Direct Shear, Three-Point	each	\$605
Flat and Elongated Particles	each	\$155
Fractured Face Determination	each	\$80
Hydrometer Analysis	each	\$165
Los Angeles Abrasion	each	\$370
Moisture Content	each	\$40
One-Dimensional Consolidation	each	\$575
Organic Content	each	\$110
Percent Passing No. 200 Sieve by Washing	each	\$110
Permeability (constant head)	each	\$430
Permeability (falling head)	each	\$380
pH (soil)	each	\$90
Proctor Moisture-Density	each	\$300
Sand Equivalent	each	\$145
Sieve Analysis, < ¾-Inch Maximum Particle Size	each	\$155
Sieve Analysis, ¾- to 3-Inch Maximum Particle Size	each	\$205
Sieve Analysis, > 3-Inch Maximum Particle Size	each	\$395
Soil Classification	each	\$40
Soil Resistivity	each	\$255
Soundness of Aggregate	each	\$525
Specific Gravity of Coarse Aggregate	each	\$110
Specific Gravity of Fine Aggregate	each	\$160
Uncompacted Void Content	each	\$175

Unconfined Compression	each	\$180
Unit Weight of Aggregate	each	\$145
Unit Weight of Soil	each	\$55
➤ Treated Soils	Unit	Rate
California Bearing Ratio (7-day cure)	each	\$660
Compressive Strength Test	each	\$160
Proctor Moisture-Density	each	\$345
➤ Portland Cement Concrete/Masonry/Rock/PPC/SFRM	Unit	Rate
Compressive Strength Test - CMU Prism	each	\$160
Compressive Strength Test - Grout Prism	each	\$65
Concrete Core Absorption	each	\$125
Concrete Cylinder/Masonry Cylinder/2-Inch Cube Compressive Strength	each	\$40
Core Compressive Strength (peak strength only)	each	\$80
Core Unconfined Compressive Strength (stress-strain relationship)	each	\$240
Field-Prepared CDF/CDSM/CLSM Cylinder Compressive Strength	each	\$65
Flexural Strength (concrete beam)	each	\$125
Masonry Unit Absorption, Density, Net Area	each	\$145
Masonry Unit Compressive Strength Test	each	\$115
Modulus of Elasticity	each	\$105
Spray-Applied Fire-Resistive Materials Density Test	each	\$110
Wall/Paver Unit Absorption and Density (coupon)	each	\$65
Wall/Paver Unit Compressive Strength Test (coupon)	each	\$65
➤ Asphalt Concrete	Unit	Rate
Core Density and Thickness	each	\$80
Moisture Content of Bituminous Mixtures	each	\$40
Oil Content and Gradation - Ignition	each	\$260
Oil Content Furnace Calibration - Ignition	each	\$430
Rice Density	each	\$160
RESOURCES AND EQUIPMENT	Unit	Rate
Anchor Proof Loading Hydraulic Ram and Deflection Gauges	daily	\$315
Anemometer	daily	\$40
Anemometer	weekly	\$80
Bailer, Disposable Water	each	\$15
Bladder Pump	daily	\$80
Bladder Pump	weekly	\$160
Bond Tester	daily	\$160
Calcium Chloride/RH Moisture Probe	each	\$90
Cement Amendment Kit	daily	\$40
Concrete Slump and Air Entrainment Meter	daily	\$75
Concrete Strength-Maturity Electronic Meter	daily	\$105
Core Bit Wear	per core	\$35
Core Drill Equipment	daily	\$315
Dames & Moore Sampler	daily	\$25
Data Logger	daily	\$10
Data Logger	weekly	\$50
Data Logger	monthly	\$105
Data Recorder	daily	\$10
Dynamic Cone Penetrometer	daily	\$125
Environmental Sample Kit	daily	\$50
Environmental Sample Kit	weekly	\$200
Field Filter	each	\$25
Field Torvane/Penetrometer	daily	\$70
Floor Flatness Meter	daily	\$265

Gas Monitor	daily	\$300
Gas Monitor	weekly	\$700
Generator	daily	\$60
Generator	weekly	\$200
Hand Auger	daily	\$55
Magnetic Particle Equipment	each	\$80
Nuclear Densometer	daily	\$75
Per Diem	daily	\$315
Peristaltic Pump	daily	\$50
Peristaltic Pump	weekly	\$200
PFAS-Free Bladder Pump	daily	\$100
PFAS-Free Bladder Pump	weekly	\$180
pH Meter	daily	\$15
pH Meter	weekly	\$60
Photoionization Detector (PID), 10.6-eV	daily	\$140
Photoionization Detector (PID), 10.6-eV	weekly	\$370
Photoionization Detector (PID), 11.7-eV	daily	\$160
Photoionization Detector (PID), 11.7-eV	weekly	\$390
Refraction Microtremor (ReMi) Equipment and Software	half day	\$800
Refraction Microtremor (ReMi) Equipment and Software	daily	\$1,200
Rotohammer	daily	\$80
Rotohammer	weekly	\$320
Sample Tubing - Polyethylene (per foot)	each	\$0.75
Sample Tubing - Silicone (per foot)	each	\$2
Shelby Tube	each	\$40
Skidmore Wilhelm - Bolt Calibrator	daily	\$95
Slope Inclinator	daily	\$275
Soil Gas Sampling Equipment	daily	\$400
Soil Gas Sampling Equipment	weekly	\$1,400
Strength-Maturity/Ambient Environment Sensors	each	\$315
Sub-Meter Accuracy GPS	daily	\$75
Summa Canister - Additional	weekly	\$120
Summa Sampling Kit	weekly	\$40
Turbidimeter	daily	\$100
Turbidimeter	weekly	\$240
Ultra-Sonic Meter	daily	\$80
Vibrating Wire Piezometer	each	\$660
Water Level Meter	daily	\$55
YSI Water Quality Meter	daily	\$80
YSI Water Quality Meter	weekly	\$320
Zip Level	daily	\$55
Outside Services	each	cost + 12%
Vehicle Fee	daily	\$75
Mileage (outside of service area)	mile	\$1.20

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24 hours' notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, night work between the hours of 8 PM and 5 AM, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at 2 times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (3-12-010125)



MEMORANDUM

To: Kirsti Hauswald, AKS
From: Kanani Paraso
Date: November 7, 2025
Re: Oregon City Clackamette Park
Archaeological Survey

Based on the information you provided, Willamette Cultural Resources Associates, Ltd. (WillametteCRA) is prepared to undertake the requested archaeological survey for the proposed Clackamette Park project in Oregon City, Oregon. The project will require a USACE permit and is therefore subject to Section 106 of the National Historic Preservation Act. The anticipated APE encompasses approximately 17 acres and excludes the boat launch APE investigated by AINW in 2025 (APE map provided by AKS on 10/22/2025). The anticipated depth of disturbance is 5 ft. (1.5 m) for the new RV park and playground equipment footings and 2 ft. (60 cm) for the rest of the park. The following scope is designed to meet state and federal cultural resources requirements. Work will be performed by professional archaeologists in accordance with state and federal law.

Our proposed scope of work would consist of the following tasks:

1. **Project Management & Logistics**-WillametteCRA Project Manager will provide project oversight, lead production of project deliverables, provide quality assurance, and serve as a primary contact to the client and their representatives. We will provide timely communications regarding project timeline, provide interim results, submit SHPO uploads, and provide invoicing. Prior to fieldwork, we will submit utility locate requests.
2. **Background Research & SHPO Permit**-We will review the online records of the Oregon State Historic Preservation Office (SHPO) to obtain copies of previous reports and other records for the proposed project location and immediate vicinity. We will also examine historic maps and records to identify possible past uses of and impacts to this location and conduct limited and focused review of the literature on the environmental history, prehistory, Native peoples, and historical development of the project location for contextual background. We will apply for an Oregon SHPO archaeological permit for shovel probing on public land.
3. **Fieldwork**-We will conduct an archaeological pedestrian survey of the proposed project area. The survey will be supplemented with the excavation of up to 40 exploratory shovel probes; however, the maximum may not be necessary. Sediment will be screened through ¼" mesh. Under the terms of the SHPO permit, we will collect all artifacts found within shovel probes. Information on field observations will be documented on standard field forms.

4. **Laboratory & Curation**-We will perform laboratory analysis of collected artifacts and prepare the collection for permanent curation at the University of Oregon Museum of Natural and Cultural History.
5. **Reporting**-We will provide the results of our investigation in a technical report that meets state and federal standards. The report will also provide recommendations for any further actions that might be necessary. The appropriate resource form(s) will be included as appendixes to the report. One draft will be prepared and submitted to AKS for review to ensure accuracy of project information.

Assumptions

- For the purposes of the scope we assume SHPO will concur with AINW's boat launch repair recommendations that isolates 24/3561-1 and 24/356-2 and historic resource Clackamette Park are Not Eligible for the NRHP and no historic properties will be affected by the boat launch repair project (Martinez et al. 2025). Therefore, WillametteCRA's investigation excludes the boat launch repair APE of approximately 7.5 acres.
- All parts of the project area are accessible and there are no significant vegetation barriers (e.g., dense blackberry).
- A SHPO permit is required. The permit application will have a 30-day review period.
- AKS will obtain the necessary right of entry for the field investigation.
- AKS and/or the City will provide a map with existing utility locations.
- Fieldwork includes pedestrian survey and shovel probing. Evaluative testing or construction monitoring are not included in this scope.
- A maximum of 40 shovel probes will be excavated.
- The City is responsible for ensuring that shovel probe locations post-excavation are safe for park users.
- A historic built environment survey and Section 106 documentation of Clackamette Park are not included in this scope.
- A maximum of 1 archaeological resource will be identified.
- A maximum of 10 artifacts will be collected as per the conditions of the SHPO permit.
- Cost includes travel time.
- The Confederated Tribes of Grand Ronde (CTGR) will request 30 days to review the draft report as a condition of the SHPO permit.

Cost Proposal

The projected cost for the above **Tasks is \$33,428.00**. This would be a time-and-materials agreement not to exceed the projected cost referenced above without prior written authorization from the client. Detailed costing data are attached.

Schedule

WillametteCRA will initiate Task 2 at the first opportunity upon receiving notice to proceed. SHPO permit applications take about 2 weeks to prepare. Once applications are submitted to SHPO, there is a 30-day review period. Fieldwork (Task 3) will be scheduled upon receiving the SHPO permit and is expected to take up to 5 days to complete. A draft technical report (Task 5) will be provided within 40 business days of completion of fieldwork. The CTGR will request 30 days to review the draft report. The final report will be provided within 3 business days of receiving review comments on the draft.

Please let me know if you have any questions regarding this proposal.



WILLAMETTE

CULTURAL RESOURCES ASSOCIATES, LTD.

Project Oregon City Clackamette Park

Date: Valid for 90 days from 11/17/2025

Labor		Task 1		Task 2		Task 3		Task 4		Task 5		Total	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total		
Labor Category	Senior Archaeologist II	8	\$ 1,560.00	2	\$ 390.00	0	\$ -	4	\$ 780.00	4	\$ 780.00	18	\$ 3,510.00
	Senior Archaeologist	4	\$ 540.00	16	\$ 2,160.00	0	\$ -	4	\$ 540.00	16	\$ 2,160.00	40	\$ 5,400.00
	Archaeologist II	4	\$ 460.00	8	\$ 920.00	40	\$ 4,600.00	0	\$ -	24	\$ 2,760.00	76	\$ 8,740.00
	Archaeologist	0	\$ -	0	\$ -	120	\$ 11,400.00	8	\$ 760.00	0	\$ -	128	\$ 12,160.00
	Senior Architectural Historian II	2	\$ 360.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00	4	\$ 720.00
	Architectural Historian	0	\$ -	4	\$ 420.00	0	\$ -	0	\$ -	4	\$ 420.00	8	\$ 840.00
	Technical Editor	0	\$ -	2	\$ 210.00	0	\$ -	0	\$ -	6	\$ 630.00	8	\$ 840.00
	Coordinator	2	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 210.00
Labor Subtotal		20	\$ 3,130.00	32	\$ 4,100.00	160	\$ 16,000.00	16	\$ 2,080.00	56	\$ 7,110.00	284	\$ 32,420.00

Direct Costs		Units		Total		Units		Total		Units		Total	
Description	Rate	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total
Vehicle Week (Truck)	\$ 789.00	0	\$ -	0	\$ -	1	\$ 789.00	0	\$ -	0	\$ -	1	\$ 789.00
Gas	\$ 4.40	0	\$ -	0	\$ -	10	\$ 44.00	0	\$ -	0	\$ -	10	\$ 44.00
OMNCH (Minimum curation fee)	\$ 175.00	0	\$ -	0	\$ -	0	\$ -	1	\$ 175.00	0	\$ -	1	\$ 175.00

DC Subtotal		0	\$ -	0	\$ -	11	\$ 833.00	1	\$ 175.00	0	\$ -	12	\$ 1,008.00
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Total Price

Description	
Labor	\$ 32,420.00
Direct Costs	\$ 1,008.00
Project Total	\$ 33,428.00

Assumptions:

Access	Probes/Acres	Field methods	# of mobilizations	# of resources	# of artifacts/curation fees
Full access; SHPO permit required	Maximum 40 SPs/17 acres	Survey and SP	1	Maximum 1 archaeological resource	Maximum 10 artifacts/minimum curation fee

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Page 1 of 5

EXHIBIT B

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

EXHIBIT B

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

PSA for design and engineering at Clackamette Park

Final Audit Report

2025-11-24

Created:	2025-11-21
By:	Jakob Wiley (recorderteam@orcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiRB8oiObimbP2TMTD7MLNVDqa5g6Dmmo

"PSA for design and engineering at Clackamette Park" History

-  Document created by Jakob Wiley (recorderteam@orcity.org)
2025-11-21 - 5:54:34 PM GMT
-  Document emailed to Scott Archer (sarcher@orcity.org) for signature
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-  Document emailed to Anthony J. Konkol, III (tkonkol@orcity.org) for signature
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-  Document emailed to Carrie Richter (crichter@batemanseidel.com) for signature
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-  Document emailed to Chuck Gregory (chuckg@aks-eng.com) for signature
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2025-11-21 - 10:09:26 PM GMT

 Document e-signed by Chuck Gregory (chuckg@aks-eng.com)

Signature Date: 2025-11-24 - 5:06:15 PM GMT - Time Source: server

 Agreement completed.

2025-11-24 - 5:06:15 PM GMT



CONTRACT AMENDMENT NO. 1

Date: **August 12, 2026**
Client Name: **City of Oregon City**
Contact: **Thomas Kissinger**

Project Name: **Clackamette Park Design & Engr**
Project No: **12824**
Effective Date: **August 12, 2026**

The subject contract is herein amended to incorporate the following:

Services to be Performed:

A. Hydrographic and Topographic Survey:

- 1) Complete a single-beam echosounder survey within the survey extents (see attached Survey Scope Map) of all navigable areas deeper than 1-2 feet at the time of the survey.
 - a. Measurements to be collected at shore-perpendicular transects at 25-ft line spacing.
 - b. When inside the Clackamas River, transects will be bank-to-bank, perpendicular to the shorelines.
 - c. Will use either a remotely-controlled survey vessel or a shallow draft jet sled.
- 2) Complete an aerial lidar and imagery survey within the same area using an uncrewed aerial vehicle.
 - a. Will include setting ground control point panels (temporary) that will be used to georectify the aerial image and for accuracy statistics.
- 3) Collect supplemental topographic elevation measurements via survey rod and GNSS receiver in areas too shallow for sonar and too wet/deep for infrared lidar.
- 4) Collect a small series of terrestrial laser scans of the west side of the bridge to use for locating and georeferencing bridge western edge and bridge piers.
- 5) Deliverables:
 - a. Update the existing conditions plan sheet(s) with the additional elevation contours and bridge features and provided the updated survey in PDF and CAD export formats.

B. Perform a Hydraulic Design of the existing river conditions and update the 2016 Hydraulic Design and Impact Assessment for location of the new boat ramp. This scope will be performed by West Consultants, Inc. as detailed in their attached Proposal.

Compensation: Client agrees to pay AKS Engineering & Forestry, LLC for the above services on the basis of:

- ☐ A lump sum fee of ☐ Plus reimbursable expenses as set forth in the prime contract
- ☐ An hourly labor rate plus reimbursable expenses per AKS Engineering & Forestry Standard Fee Schedule
- ☒ An hourly labor rate plus reimbursable expenses per established contract rates

Contract Fee:

Original Fee:	\$230,922.10
Previous Amendments:	\$0.00
Fee Adjustment Per Amendment:	\$47,127.10
Contract Value with Amendments:	\$278,049.20

The general understandings applicable to the Contract and Contract Amendment are set forth in the Standard Contract Provisions and made a part hereof. The Standard Contract Provisions are: ☐ attached ☒ included with the Original contract dated November 24, 2025.

The completion date, contract price, and all other terms, covenants and conditions of the above referenced Contract, except as duly modified by this and previous amendments, if any, remain in full force and effect.

Acknowledgment and Authorization to Proceed

AKS Engineering & Forestry, LLC

The undersigned hereby acknowledges this agreement and authorizes AKS Engineering & Forestry, LLC to proceed accordingly:

By:



By:

Print Name:

Chuck Gregory

Print Name:

Title:

Principal

Title:

AKS ENGINEERING & FORESTRY Clackamette Park AKS #12824	AKS ENGINEERING & FORESTRY, LLC CONTRACT RATES																	
	Principal Civil Eng.	Civil Eng.	Eng. Designer	Sr .LA	LA	Survey (2 Person Crew)	Principal Surveyor	Surveyor	Survey Tech	Principal Natural Resource Specialist	Natural Resource Specialist	Natural Resources Technician	Certified Arborist	GIS Specialist	Tech Edit	PC/Clerical	Direct Costs	
	\$265.00	\$190.00	\$155.00	\$215.00	\$170.00	\$250.00	\$260.00	\$190.00	\$140.00	\$250.00	\$165.00	\$125.00	\$180.00	\$185.00	\$140.00	\$120.00		
Contract Amendment No. 1																		
Hydrographic Survey of Clackamas River	4	10				12			20							4		
Aerial Survey of Clackamas River						12			28									
Single-beam Echosounder and Survey Vessel System																	\$2,850	
Task Hours Total	4	10	0	0	0	24	0	0	48	0	0	0	0	0	0	4	2850	
Task Fees	\$1,060.00	\$1,900.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$6,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$2,850.00	
																	Subtotal	\$19,010.00
Subconsultants (cost + 10%)																		
WEST Consultants																	\$25,561.00	
																	Grand Total:	\$47,127.10



SURVEY SCOPE MAP

Proposal for Clackamette Park Boat Ramp Replacement Phase 1 Hydraulic Design Support

Project Background

The City of Oregon City (City) owns and maintains Clackamette Park, which is located at the confluence of the Clackamas River with the Willamette River. A boat ramp has been at the Clackamette Park site since the 1970's. The current ramp was built in 1998 to bring the ramp into compliance with the then current design standards. A follow up repair to correct faulty construction was conducted in 2001 which also included the installation of pile supported docks. The docks were reconfigured several times and eventually removed all together as a result of repeated damage by debris during high flows.

In 2011, the lower two precast panels experienced minor separation, likely the result of erosion at the toe of the ramp. In December 2013, the ramp experienced significant erosion of the surrounding bed material, displacement of riprap, further displacement of the lower precast panels, and undermining of multiple precast panels along the downstream side of the ramp. The displaced panels were put back into position and additional riprap was added in an effort to prevent further erosion. However, the undermined portion of the panels was not repaired. The City had elected to keep the ramp closed until additional repairs were made.

In 2015, WEST Consultants, Inc. (WEST) was hired by the City to design a temporary repair for the ramp as well as develop a 30-percent level design for a replacement ramp. The temporary repairs were made in 2016 and were intended to last about 5 years during which time the design and construction of the replacement ramp were to have been completed. In 2021, an underwater inspection of the ramp revealed that much of the upstream and downstream face of the ramp was no longer supported by the crushed rock foundation material, leaving a significant portion of the ramp unable to safely support vehicles. Some of the rock riprap scour protection had also been displaced by the river. Although the center portion of the ramp was likely sufficiently supported to allow vehicle use, providing a permanent means of preventing vehicles from occupying the unsupported sections of the ramp was considered to be infeasible. Therefore, the ramp was permanently closed to vehicles to reduce the potential for further damage to the ramp and reduce the potential for damage to vehicles and injury to the public.

Historic photography and on-site observations indicate that a large gravel bar has formed upstream of the Hwy 99 bridge since at least 2000, likely forming or significantly enlarging during the 1996 flood. The main piers beneath the Hwy 99 bridge are protected with large rock riprap that ties into the river banks, effectively squeezing the main flow of river beneath the center span of the bridge. The combination of the bridge pier protection and large gravel bar are focusing the flow of the river toward the south bank directly at the existing boat ramp. The north bank (across from the ramp) experiences lower velocities and is prone to deposition of bed material which continues to accumulate.

Project Understanding

An updated bathymetric survey will be needed to characterize the sedimentation that has occurred over the last 10 years and assess the current stability of the river channel. The stability assessment will be used to help determine if the location for the replacement ramp that was selected during the 30-percent design is still considered to be appropriate. And if not, help determine if other locations may be more suitable for the replacement ramp.

The bathymetric survey will also be used to develop an updated 2D hydraulic modeling for the lower Clackamas River. The modeling is needed to support the river stability assessment. During Phase 2 of the design (not included in this scope), the modeling will be updated to incorporate proposed conditions, estimate scour conditions, size the rock riprap scour protection, evaluate the impacts of the proposed project on the FEMA regulatory water surface elevations, and provide supporting information for floodplain permitting.

AKS Engineering and Forestry (Engineer) was hired by the City to design the replacement boat ramp (Project). Engineer has requested that WEST provide hydraulic design support for Phase 1 of the Project. The following tasks are proposed:

Phase 1 Scope of Work

Task 1 - Project Management and Coordination

WEST shall assign a Project Manager will serve as the primary point of contact with Engineer and will have responsibility for administration of all contract paperwork. This will include review and approval of monthly invoices and progress reports. The project manager will provide direction and oversight of all technical activities, monitor progress of the work and budget, and provide quality assurance review for all technical products. WEST shall coordinate with Engineer as needed through email, telephone, and Teams meetings to discuss analysis results and recommendations, provide progress updates, and to coordinate various project components.

DELIVERABLES:

- Monthly invoices and progress reports

Task 2 - Data Collection and Review

WEST shall collect and review various available documents and data for use in the evaluation. Relevant documentation would include recent aerial photography, updated bathymetry data, updated park master plans, etc.

DELIVERABLES:

- A summary of the data collected will be provided in the documentation developed under Task 6.

Task 3 - Field Reconnaissance and Survey Coordination

WEST will conduct a field reconnaissance of the project site to familiarize project team members with the changes that have occurred in the study area since the previous work was completed and make observations of the current hydraulic and sediment transport conditions. WEST will also coordinate with Engineer to ensure adequate hydraulic survey data are collected for the hydraulic modeling and stability assessment.

EXHIBIT A

DELIVERABLES:

- Color photographs and associated site observation notes will be provided in the documentation developed under Task 6.

Task 4 - 2-Dimensional Hydraulic Modeling

WEST shall develop a HEC-RAS two-dimensional hydraulic model for the project area based on the collected survey data. The model will be used to evaluate the existing hydraulic circulation patterns and sediment transport related hydraulic conditions in the area, which will provide supporting information for Task 5.

DELIVERABLES:

- 2-D HEC-RAS hydraulic model input and output for the Clackamas River for existing conditions.
- Hydraulic model results shall be provided in the project documentation developed under Task 6.

Task 5 - River Stability Assessment

WEST shall utilize the previous and current bathymetric survey data sets and the existing conditions 2-dimensional hydraulic model developed under Task 4 to qualitatively assess the stability of the river channel in the vicinity of the project site and predict the likely changes to the channel's morphology. The assessment will help determine if the previously proposed site for the replacement ramp is still valid or if there are other sites that might be more appropriate. The assessment will also be used to respond to inquiries about moving the replacement ramp to another location within the park, including near the Hwy 99 bridge.

DELIVERABLES:

- Results of the river stability assessment shall be provided in the project documentation developed under Task 6.

Task 6 - Documentation

WEST shall develop a draft technical memo that describes the results of the above tasks. A final memo shall be submitted following resolution of comments from Engineer and City.

DELIVERABLES:

- Draft Memo (electronic PDF)
- Final Memo (electronic PDF)

Cost Estimate

The estimated cost for completing the above-described work is **\$25,561.00**. A detailed estimate is provided in **Table 1**.

Schedule

An overall project schedule is anticipated to be developed by Engineer in coordination with the City. WEST's tasks will be completed on mutually agreeable timelines that fit within the overall project schedule.

EXHIBIT A

Table 1 – Cost Estimate

		Project Manager	QC Reviewer	Senior Modeler	Junior Modeler	Tech Editor	Administrative			Total Task Hours	Total Task COST
Hourly Rate		348.00	316.00	241.00	160.00	159.00	125.00				
LABOR COSTS											
TASK No.	DESCRIPTION										
1	Project Management and Coordination	4		2			4			10	2,374
2	Data Collection and Review	1		2						3	830
3	Field Reconnaissance and Survey Coordination	5		4			1			10	2,829
4	2-Dimensional Hydraulic Modeling	2	2	32	8					44	10,320
5	River Stability Assessment	8	1	4						13	4,064
6	Documentation	4	2	12		1				19	5,075
										0	0
TOTAL HOURS		24	5	56	8	1	5	0	0	99	
TOTAL LABOR COST		\$8,352	\$1,580	\$13,496	\$1,280	\$159	\$625	\$0	\$0		\$25,492
DIRECT COSTS											
Mileage for field reconnaissance and meetings		95 miles @ 0.725								=	69
Per Diem											
Lodging											
Airfare											
Other											
TOTAL DIRECT COST											\$69
TOTAL FOR ALL TASKS											\$25,561



CITY OF OREGON CITY

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

Staff Report

To: City Commission
From: Kelly Hart, Community Development Director
Pete Walter, Planning Manager
Jude Thaddaeus, Planner
Agenda Date: September 2, 2026

SUBJECT:

Item 8.a. - First Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code and Resolution No. 26-23 to Adopt New Street Tree Penalty Fee Structure

STAFF RECOMMENDATION:

Staff recommends the City Commission adopt Resolution 26-23 establishing the street tree penalty fee schedule and approve the first reading of Ordinance No. 26-1010 amending OCMC Chapters 1.16, 1.20, 1.24, and 12.08.

EXECUTIVE SUMMARY:

This report presents the complete street tree penalty code amendment package for Commission action. The package is the product of three prior Commission discussions: an initial work session reviewing the City's existing penalty structure and comparator city approaches; direction given in March 2026 to build a stronger deterrent framework with a maximum penalty generally around \$25,000; and the May 20, 2026 work session at which staff presented draft code amendments, a proposed enforcement section, and two alternative fee models.

The package now before the Commission has four components:

- A. **Chapter 1 penalty maximum.** Amendments to OCMC 1.16.010, 1.20.090, and 1.24.210 raising the general civil infraction maximum from \$300 to \$1,000 unless otherwise specified in code.
- B. **Chapter 12.08 enforcement structure.** Replacement of the existing OCMC 12.08.050 "Violation—Penalty" section with a complete "Enforcement" section establishing interpretations, enumerated violations, penalties, enhanced penalty factors, and general enforcement provisions.
- C. **Street tree penalty fee schedule.** A base fine tiered by tree size, plus \$5,000 for each aggravating factor present, adopted by resolution rather than by ordinance so that amounts can be adjusted over time and per CPI without reopening the code framework.
- D. **Post-work session refinements to Chapter 12.08.** Both the changes the Commission directed on May 20 and a set of additional housekeeping amendments staff recommend to clarify ambiguities, streamline application processing, and reflect

current arboricultural best practices.

Components 1 through 3 are substantially as presented on May 20. Component 4 is new since that meeting and is described in detail under “Refinements Since the May 20, 2026 Work Session” below.

BACKGROUND:

Existing conditions and the initial work session

Oregon City’s street tree penalty structure relies primarily on the City’s general civil infraction framework. The relevant penalty language dates back to 1994 and currently provides a maximum penalty of \$300 unless a different amount is specified in code. At the initial work session on this subject, staff presented that existing penalty structure and the related code provisions, reviewed comparator city approaches, and asked whether Oregon City should establish a stronger street tree enforcement framework.

The policy problem identified in that discussion was not the absence of a mitigation requirement. Oregon City already requires replacement trees and, where replanting is infeasible, a fee in lieu. The problem is that the penalty attached to violating those requirements has not functioned as a meaningful deterrent — in many cases, the \$300 maximum is materially less than the cost of the permit process and mitigation an applicant would otherwise bear.

March 2026 Commission direction

The Commission directed staff to move forward with a stronger penalty framework that better deters the removal or topping of non-hazardous or non-diseased street trees, particularly in higher-priority areas such as downtown and the 7th Street/Molalla Avenue corridor. The Commission further directed that the maximum penalty be increased to generally around \$25,000.

May 2026 work session

Staff returned on May 20, 2026 with draft code amendments and a proposed street tree penalty fee structure responding to that direction. The draft framework retained the City’s existing replacement and fee-in-lieu structure, clarified how street tree violations are identified and enforced, and created a tiered penalty schedule based on tree size with enhanced penalty factors for aggravating circumstances.

The Commission directed staff to refine the proposed amendments, further define tree wells, remove street trees planted in tree wells from qualifying for the mitigation exemptions, and clarify that street trees exempt from replanting requirements under OCMC 12.08.035.E are also exempt from the penalties the Commission wishes to enact. The Commission also directed staff to return with final ordinance and resolution materials for adoption.

COMPONENT 1 — GENERAL CIVIL INFRACTION MAXIMUM (OCMC 1.16, 1.20, 1.24):

Draft amendments to OCMC 1.16.010, 1.20.090, and 1.24.210 replace the existing \$300 maximum penalty language with a \$1,000 maximum penalty, unless otherwise specified in the code. This change is foundational to the rest of the package for two reasons. First, it establishes a stronger base penalty across the City’s general code enforcement framework, not only for street trees. Second, the street tree penalty schedule is built on top of the base civil infraction, and the “unless otherwise specified” language is what allows the Commission to set street tree penalty amounts above the general maximum by resolution.

The proposed street tree penalty amounts are stated as total penalty amounts that are inclusive of the \$1,000 base civil infraction. Staff have included language in Resolution 26-23 expressly stating this, so that there is no ambiguity during enforcement about whether the base infraction is charged in addition to the scheduled amount.

COMPONENT 2 – CHAPTER 12.08 ENFORCEMENT STRUCTURE:

The draft amendment renames OCMC 12.08.050 from “Violation—Penalty” to “Enforcement” and replaces it with a more complete structure addressing interpretations, violations, penalties, enhanced penalties, and general enforcement.

Permit pathway and relationship to Chapter 17 definitions

The proposed changes to OCMC 12.08.035 clarify that street tree removal, as defined by OCMC 17.04, may be authorized through a Tree Permit application process in a form established by the City. This makes the relationship between Chapter 12 and the operative Chapter 17 definitions explicit, particularly for topping, severe crown reduction, tree removal, and major pruning — terms that carry defined meanings in Chapter 17 but were not previously cross-referenced in the street tree code.

Interpretations

Proposed OCMC 12.08.050.A establishes how an unpermitted street tree removal may be established as a factual matter:

- A. A street tree removed, as defined by OCMC 17.04, without an approved Street Tree Removal Permit will be considered an unpermitted tree removal.
- B. Where a street tree has been removed without a permit, the violation will be determined by measuring the stump. A stump six caliper inches or more in diameter is prima facie evidence of a violation of the chapter.
- C. Proof of a violation of the chapter is prima facie evidence that the property owner is responsible for the violation.

These provisions matter operationally. In most unpermitted removal cases the tree is already gone by the time staff become aware of the violation, and the stump is the only remaining physical evidence of the tree’s size. Establishing stump measurement as the measurement method, and property ownership as the presumptive basis of responsibility, is what makes the tiered penalty schedule administrable.

Enumerated violations

Proposed OCMC 12.08.050.B identifies the following as violations of Chapter 12.08:

- A. Removal or topping of a regulated street tree without an approved permit;
- B. Removal of a tree in violation of an approved permit;
- C. Major pruning of a street tree or public tree without an approved permit;
- D. Failure to meet a condition of an approved permit or to complete required mitigation;
- E. Topping, improper pruning, or otherwise inflicting willful or negligent damage to a tree crown or roots inconsistent with ISA Best Management Practices;
- F. Removal of the stump of a regulated tree removed without a permit;
- G. Unauthorized ground disturbance or construction activity within the Critical Root Zone, including equipment access, material storage, impervious surfaces, utilities, excavation, fill, or trenching;
- H. Soil contamination that renders the soil inadequate to support healthy tree growth to maturity, as determined by a certified arborist; and
- I. Interference with City staff carrying out work or inspection activities under the chapter.

Two of these warrant note. Removal of the stump of an unpermitted removal is listed as a separate violation because destroying the stump destroys the evidence on which the penalty tier depends. Critical root zone disturbance and soil contamination are included because a street tree can be killed without ever being cut down, and the existing code provided no clear enforcement pathway for that conduct.

Penalties and enhanced penalty factors

Proposed OCMC 12.08.050.C provides that violations may be processed as civil infractions under Chapter 1.20, through the Code Enforcement process under Chapter 1.24, and through penalties identified in Chapter 12.08 in the amounts established by City Commission resolution. For willful or negligent damage to a tree that is not removed, the penalty may be the amount established by resolution or the appraised loss in value of the topped or improperly pruned tree as determined by a certified arborist, plus the arborist's reasonable appraisal fee, and may include restoration of the crown, trunk, or root system as prescribed by a certified arborist and the City.

An enhanced penalty would apply where any of the following aggravating factors are present:

- A. The person has a previous violation of the chapter, or removed the street tree after being informed of the permitting process;
- B. The street tree removed was twenty-four inches in diameter or greater;
- C. The street tree removed was a heritage tree under OCMC 12.32;
- D. The street tree removed was located within the Willamette River Greenway Overlay District under OCMC 17.48; or
- E. The street tree removed was within the MUD, MUC-1, or MUC-2 zoning districts.

The proposed general penalty provision states that a violation is punishable by a fine not to exceed \$1,000 unless otherwise specified in a Commission-adopted fee resolution, and that each tree and each day of violation constitutes a separate offense.

COMPONENT 3 – PROPOSED FEE AND PENALTY STRUCTURE (RESOLUTION 26-23):

The penalty structure the Commission settled on has two parts. The first is a base fine tiered by the diameter of the tree removed, measured at four feet in height. The second is an additional \$5,000 for each aggravating factor present. The base fine is inclusive of the \$1,000 civil infraction, which is charged in every case.

Diameter of Tree Removed (inches of diameter at 4-ft. height)	Base Fine
Less than 6 inches	\$1,000
6 to 12 inches	\$2,500
13 to 18 inches	\$5,000
19 to 24 inches	\$7,500
25 to 30 inches	\$10,000
31 to 36 inches	\$12,500
37 to 44 inches	\$15,000
45 inches and above	\$20,000

An additional \$5,000 is added to the base fine for each aggravating factor established under the enhanced penalty provisions of OCMC 12.08.050 and listed under Component 2 above. Because the enhancement is applied per factor rather than as a single flat tier, the total penalty scales with the number of aggravating circumstances rather than with their presence alone. The following examples illustrate how the structure would be applied:

Example Scenario	Base Fine	Aggravating Enhancement Factors	Total Penalty
40-inch street tree removed without a permit	\$15,000	One: tree 24 inches or greater	\$20,000
40-inch street tree removed without a permit within the Willamette River Greenway	\$15,000	Two: 24 inches or greater, WRG location	\$25,000
40-inch street tree removed without a permit within the Willamette River Greenway in a MUC-1 zone	\$15,000	Three: 24 inches or greater, WRG location, MUC-1 zone	\$30,000

COMPONENT 4 — REFINEMENTS SINCE THE MAY 20, 2026 WORK SESSION:

The redlined and clean code documents attached to this report incorporate everything described above plus the following changes, which were made after the May 20 work session. The first two respond directly to Commission direction. The remainder are staff-initiated amendments offered while the chapter is open for amendment.

Changes made at Commission direction

- A. **Tree wells (OCMC 12.08.035.E.2).** The exemption for trees in planter strips three feet or less in width has been amended to define a tree well as an opening or protected planting area for a single street tree, and to state expressly that trees planted in tree wells — regardless of the dimensions of the well — are not exempt from permit and replacement requirements. Without this language, a street tree in a tree well could be read as exempt simply because the well is narrower than three feet, which is the opposite of the Commission’s intent. The amendment also adds “without a permit” to the existing exemption language so the scope of the exemption is unambiguous.
- B. **Exempt trees and penalties (new OCMC 12.08.035.E.3).** New subsection E.3 states that street trees exempt from replacement requirements shall be verified as exempt, and are not subject to the fines and penalties in OCMC 12.08.050. This closes the gap the Commission identified: a property owner who lawfully removes a nuisance-species tree or a tree in a narrow planter strip should not face a penalty under the new enforcement section.

The revised language does retain a verification requirement as a precondition to claiming an exemption. Staff recommend keeping it. In practice, applicants commonly believe and assert that their trees are nuisance species, or that their planter strips are thirty-six inches or less, when conditions on the ground prove otherwise. Without a verification step, the exemption becomes self-certifying and the enforcement framework loses most of its effect.

Additional staff-initiated amendments

A. Street trees of any diameter (OCMC 12.08.035 and 12.08.035.B). OCMC 17.04.1315 defines a tree as follows:

“Tree” means a living standing woody plant having a trunk six inches in diameter or nineteen inches in circumference or more at a point four and one-half feet above mean ground level at the base of the tree.

Applying that definition to the street tree code would be inconsistent with the fee and penalty structure the Commission has directed. It could also be read to exempt newly or recently planted street trees from the street tree removal policy altogether, on the basis that they measure less than six inches DBH or nineteen inches in circumference. The proposed penalty schedule expressly includes a tier for trees less than six inches in diameter; if that tier is to have any effect, the code must state that street trees below the six-inch threshold remain subject to replacement, mitigation, and penalties. Clarifying language has been added to the applicability statement in OCMC 12.08.035 and to OCMC 12.08.035.B.

B. Minimum street tree caliper of one and one-quarter inches (OCMC 12.08.015.C and 12.08.035.B). OCMC 12.08.015.C currently requires new street trees planted in conjunction with development to measure at least two inches in caliper six inches above the root crown, while OCMC 12.08.035.B requires replacement street trees to measure at least one and one-half inches. Staff recommend a single standard of one and one-quarter inches in both cases. Friends of Trees recommends the smaller caliper – which Eugene permits – for the following reasons:

- a. Trees establish faster and more successfully, with lower mortality.
- b. Root defects are less common, because significantly less time is spent growing in pots.
- c. Smaller trees are faster and easier to transplant.
- d. Trees need less water per tree and establish in less time.
- e. Nursery stock is easier and less costly to source.

Pete Walter, Planning Manager and ISA-Certified Arborist, has submitted a Staff Memo – see Exhibit G – that explains why changing OCMC 12.08 to permit the planting of 1.25-inch caliper street trees complies with current arboricultural best practices.

C. Verification of dead street trees (new OCMC 12.08.035.A.3). Diseased and hazardous trees are defined in OCMC 17.04.1360 and 17.04.1363 respectively, and those definitions themselves require confirmation of condition by a certified arborist

report. No definition of a dead tree exists anywhere in the Oregon City Municipal Code. Elsewhere in the code, OCMC 17.41.060.B.2 — the Tree Protection and Mitigation Plan provisions — permits the community development director to determine whether a tree is dead and requires a certified arborist report only where the director cannot make that determination. Staff recommend carrying that same language into OCMC 12.08.035.

The practical effect is to reduce a barrier to removing obviously dead street trees. In the experience of Planning staff, several applicants have decided against replacing an obviously dead tree because of the cost of obtaining a certified arborist report. Leaving dead street trees standing in planter strips increases the likelihood that they fall into the right-of-way or onto abutting property, and it delays their replacement with living canopy.

D. Removal of redundant certified arborist references (OCMC 12.08.035.A and Table 12.08.035). This follows from the preceding item. Diseased and hazardous trees already require a certified arborist report by operation of their Chapter 17 definitions. Retaining blanket references to certified arborists for dead, diseased, and hazardous street trees as a single category invites confusion about which process applies to which circumstance. OCMC 12.08.035.A has been amended to refer to trees “as defined in OCMC 17.04,” and the column headings of Table 12.08.035 have been amended accordingly. Note that this item is dependent on the preceding one: if the Commission does not adopt the dead tree verification amendment, these references should be retained.

E. Minor drafting clarification (OCMC 12.08.050.B.1.e). The damage violation has been amended to read “topping, improper pruning, or otherwise inflicting willful and negligent damage,” so that ordinary maintenance pruning consistent with ISA Best Management Practices is not captured by the violation language.

OPTIONS:

1. Approve First Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code and Resolution No. 26-23 to Adopt New Street Tree Penalty Fee Structure.
2. Approve First Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code and Resolution No. 26-23 to Adopt New Street Tree Penalty Fee Structure with Amendments.
3. Deny First Reading of Ordinance No. 26-1010, Street Tree Penalties, Modification to Chapter 1 and Chapter 12 of the Oregon City Municipal Code and Resolution No. 26-23 to Adopt New Street Tree Penalty Fee Structure and provide further direction.
4. Continue the discussion to a future meeting and provide direction to staff.

BUDGET IMPACT:

There is no immediate fiscal impact associated with adoption of the proposed amendments and fee schedule. If adopted, the proposal will increase code enforcement revenue for civil infractions generally. In cases involving unpermitted street tree removal, topping, or

damage, staff would note that the purpose of the schedule is deterrence rather than revenue, and that a fully effective deterrent would generate little revenue.

The proposal will create some additional administrative work for code enforcement, planning, public works, and legal staff in investigating violations, documenting tree size, applying enhanced penalty factors, and processing enforcement actions. Adopting the smaller one-and-one-quarter-inch minimum caliper may allow more trees to be purchased and planted with the same dollars through the City's Tree Mitigation Fund and its partnership with Friends of Trees.

ATTACHMENTS:

- A. Ordinance 26-1010
 - a. Exhibit A: Oregon City Municipal Code Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement (Clean Code).
 - b. Exhibit B: Oregon City Municipal Code Chapter 12.08 – Public and Street Trees (Clean Code).
- B. Resolution 26-23
 - a. Exhibit A: Revised 2026 Planning Fee Schedule.
- C. 8.24.2026 Staff Memo from Peter Walter, Planning Manager and ISA-Certified Arborist
- D. Working Documents:
 - a. Current Code: Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement.
 - b. Draft Code Amendments (Redlines): Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement.
 - c. Current Code: Chapter 12.08 – Public and Street Trees.
 - d. Draft Code Amendments (Redlines): Chapters 1.16 – General Penalty, 1.20 – Civil Infractions, and 1.24 – Code Enforcement.

ORDINANCE NO. 26-1010

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE CHAPTERS 1.16 – GENERAL PENALTY, 1.20 – CIVIL INFRACTIONS, 1.24 – CODE ENFORCEMENT, AND 12.08 – PUBLIC AND STREET TREES.

WHEREAS, At the direction of the City Commission, OCMC 1.16.010, 1.20.090, and 1.24.210 have been amended to raise the general civil infraction minimum from \$300 to \$1,000 unless otherwise specified in code to build a stronger deterrent framework; and

WHEREAS, At the direction of the City Commission, additional penalties and a specific enforcement framework have been added to OCMC 12.08 to establish clear code interpretations and build a stronger framework to deter illicit removal of public street trees and enforce future violations; and

WHEREAS, At the direction of the City Commission, the Planning Fee Schedule has been altered to enumerate the tiered fine and penalty structure chosen by the City Commission to be adopted by Resolution (i.e., Resolution 26-23) to enable future adjustment according to the CPI without reopening the code; and

WHEREAS, Both the City Commission and Planning Staff have identified certain aspects of the Street Tree Code that require cleanup for clarity of interpretation on definitional applicability, tree wells, and exempt trees, adoption of current arboricultural best practices for revisions to minimum street tree caliper and damage violations, and streamlined review processes for dead street trees,

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts amendments to Oregon City Municipal Code (“OCMC”) Title 1, attached as Exhibit A (clean) and Exhibit C (redlines) and Title 12, attached as Exhibit B (clean) and Exhibit D (redlines).

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

Section 3. Effectiveness. This Ordinance shall take effect thirty days after the second reading.

Read for the first time at a regular meeting of the City Commission held on the 2nd day of September 2026, and the City Commission finally enacted the foregoing ordinance on the 16th day of September 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 16th day of September 2026,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

1.16.010 Penalty.

- A. Any person convicted of a violation of Section 9.04.010 and Chapters 6.04, 9.08, 9.12 except for Sections 9.12.020 through .027, 9.16, 9.20 and 9.24 of this code shall be fined in a sum not to exceed five thousand dollars and/or confinement in jail not to exceed one year. In the event the section violated contains the identical elements of criminal conduct as a state statute, the penalty imposed may not exceed the maximum limits permitted for violation of the state statute.
- B. Any person convicted of an offense which by state statute is made subject to the jurisdiction of the municipal court shall be subject to fine and/or imprisonment as provided in the applicable state statute, not to exceed the foregoing limits.
- C. Any person convicted of the violation of any other section of the code shall be fined not more than one thousand dollars, unless otherwise specified in this code.
- D. Each day a violation continues shall constitute a separate violation.
- E. In addition to the above penalties, the municipal judge may assess reasonable court costs upon conviction.

(Ord. 94-1032 §1, 1994; prior code §1-4-1)

(Ord. No. 15-1008, § 4, 7-1-2015)

1.20.090 Fines.

- A. Upon conviction of an infraction of any provision of the Municipal Code, the court may impose a maximum civil penalty of one thousand dollars (\$1000.00).
- B. Each day of violation shall constitute a separate civil infraction.
- C. The penalties provided in this section are in addition to, and not in lieu of, any other remedy provided by law, including, but not limited to revocation or nonrenewal of a permit or license, injunction, abatement or civil damages as provided by this code or state law.

(Ord. 95-1028 §2 (part), 1995)

1.24.210 Assessments.

- A. Costs incurred by the city for any actions authorized by the code hearings officer pursuant to this chapter and any civil penalty imposed as a result of an order of the code hearings officer shall be an assessment lien upon the property subject to the order.
- B. If a residential structure is ordered vacated pursuant to this code and the city relocates the tenants of such property, then the cost incurred by the city for relocating the tenants as provided by state law shall be an assessment lien upon the property vacated and from which the tenants are relocated.
- C. The city agency incurring such costs shall furnish a statement of such costs to the owner, in person or by United States mail, postage prepaid and addressed to the owner(s) at the owner(s) residence or place of business, and shall file a copy of such statement for the code hearings officer with proof of service attached. If no objection to such statement is filed with the office of the code hearings officer within fifteen days from the date of service or mailing, the code hearings officer shall certify such statement and forward the same to the city recorder who shall forthwith cause the lien to be recorded in the manner of all city liens.

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1. If an objection to the statement is received within the fifteen-day period, the code hearings officer shall schedule and hold an appeal hearing pursuant to this chapter and the rules adopted by the code hearings officer thereunder. After the hearing, the code hearings officer shall certify such statement, or so much of it as he determines is correct and proper, and forward it to the city Recorder who shall cause it to be recorded in the manner of all city liens.
 2. The code hearings officer shall certify to the city recorder the amount of any civil penalty imposed under any order of the code hearings officer and the city recorder shall cause the certification to be recorded in the manner of all city liens. The lien imposed for the civil penalty shall be in addition to any lien imposed for costs actually incurred by the city.
 3. The city agency incurring costs or providing services may file separate statements for the costs and services furnished as each is incurred or provided.
 4. Liens imposed pursuant to this title shall be collected in all respects as provided for this code and state law.
- D. In addition to the lien imposed under this section, any person found to be in violation of the code by the code hearings officer shall be personally liable for costs incurred by the city pursuant to this chapter and for any civil penalty imposed by order of the code hearings officer. In cases of persons found to be in violation of this chapter as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly have committed the violation.
1. The civil penalty shall be as set forth in the city code, except if no penalty is stated, the code hearings officer may assess a civil penalty of not more than one thousand dollars.

(Ord. 99-1004 §1 (part), 1999)

Chapter 12.08 PUBLIC AND STREET TREES¹

12.08.010 Purpose.

The purpose of this chapter is to:

- A. Develop tree-lined streets to protect the living quality and beautify the city;
- B. Establish physical separation between pedestrians and vehicular traffic;
- C. Create opportunities for solar shading;
- D. Improve air and water quality; and
- E. Increase the community tree canopy and resource.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.015 Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the Metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the public works department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection B below. The community development director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.
- B. The following clearance distances shall be maintained when planting trees:
 - 1. Fifteen feet from streetlights;
 - 2. Five feet from fire hydrants;
 - 3. Twenty feet from intersections;
 - 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.).
- C. All street trees planted in conjunction with development shall be a minimum of one and one-quarter inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.
- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 12.08 in its entirety to read as herein set out. Former Chapter 12.08, §§ 12.08.010—12.08.050, pertained to similar subject matter, and derived from Ord. No. 08-1014, adopted July 1, 2009.

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- E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.
 - F. All trees planted beneath powerlines shall be selected based on what is appropriate for the location. In addition, the tree species shall be approved by the associated franchise powerline utility company.
 - G. Tree species, spacing and selection for stormwater facilities in the public right-of-way and in storm water facilities shall conform to requirements of OCMC 13.12 and the adopted stormwater and grading design standards and be approved by the city engineer.
 - H. Any public or street trees planted within the natural resource overlay district shall conform to the applicable requirements of OCMC 17.49, Natural Resources Overlay District (NROD).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum eight-foot clearance above all sidewalks, ten-foot clearance in clear vision areas pursuant to OCMC 10.32, and fourteen-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. A), 5-3-2023; Ord. No. 25-1004, § 1(Exh. A), 4-16-2025)

12.08.030 Public property tree maintenance.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs in all public rights-of-way and public grounds, as may be necessary to ensure public safety or to preserve and enhance the symmetry or other desirable characteristics of such public areas. The public works department and parks and recreation department may recommend to the community development director the removal of any tree or part thereof which is in an unsafe condition or may be injurious to above or below-ground public utilities, structures or other public improvements. Removed trees shall be replaced in accordance with this chapter or the mitigation requirements of the OCMC 17.49, Natural Resources Overlay District (NROD), if the tree to be removed is within the NROD.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Removal of street trees of any diameter, as defined by OCMC 17.04, may be authorized through a Tree Permit application process in a form established by the city, and shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as defined in OCMC 17.04 and approved by the city manager or designee, may be removed if replaced with one new tree for each dead, diseased, or hazardous tree that is removed.
 - 1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.

2. All replacement street trees under this section shall have a minimum one and one-quarter inch caliper trunk measured six inches above the root crown.
 3. Dead trees may be verified either by the community development director or by a certified arborist when the community development director cannot make a determination.
- B. Removed street trees – regardless of diameter – that are not determined to be dead, diseased, or hazardous shall be replaced accordance to Table 12.08.035. All replacement street trees shall have a minimum one and one-quarter inch caliper trunk measured six inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
1. Within the right-of-way abutting the same frontage; and
 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the city manager or designee that a sufficient location to replant tree(s) according to subsection C is not available, the city manager or designee may allow:
1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval; or
 - b. On public property, with city manager or designee approval; or
 - c. Within ten feet of the right-of-way in the abutting private yard; or
 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate, to the satisfaction of the city manager or designee, that none of the alternative replanting options in section D.1 is sufficient for replanting.
 - b. Is to be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.
- E. Exceptions:
1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.

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2. Trees in planter strips three feet or less in width may be removed without a permit, replacement or fee in lieu of replacement. Trees planted in tree wells - an opening or protected planting area for a single street tree - regardless of the dimensions, are not exempt from permit and replacement requirements.
 3. Street trees that are exempt from replacement requirements:
 - a. Shall be verified as exempt, and
 - b. Are not subject to the fines and penalties in OCMC 12.08.050.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. B), 5-3-2023)

12.08.045 Gifts, fee-in-lieu of planting, and funding.

The city of Oregon City may accept gifts, which are specifically designated for the purpose of planting or maintaining trees within the city. The community development director may allow a fee-in-lieu of planting the tree(s) to be placed into a city fund dedicated to planting trees in Oregon City. The community development director may determine the type, caliper and species of the trees purchased with the fund. The cost of each tree may be adjusted annually based upon current market prices for materials and labor as calculated by the community development director. A separate fund shall be established and maintained for revenues and expenditures created by activities specified in this chapter. The natural resources committee shall have authority on behalf of the city to seek grants and alternative funding for tree projects. Funds from such grant awards shall be administered by the city pursuant to this section.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.050 - Enforcement

A. Interpretations.

1. A street tree that is removed, as defined by OCMC 17.04, without an approved Street Tree Removal Permit will be considered an unpermitted tree removal.
2. If a street tree is removed without a permit, a violation will be determined by measuring the stump. A stump that is six caliper inches or more in diameter will be considered prima facie evidence of a violation of this chapter.
3. Proof of violation of this chapter will be deemed prima facie evidence that the property owner is responsible for such violation.

B. Violations.

1. The following are considered violations of the Street Tree Code (Chapter 12.08)
 - a. Removal or Topping. Removal or topping, as defined in Chapter 17.04, of a street tree regulated by Chapter 12.08 without an approved permit from the city.
 - b. Removal – Approved Permit. Removal of a tree in violation of an approved permit.
 - c. Major Pruning without a Permit. Major pruning, as defined in Chapter 17.04 of a street tree or public tree without an approved permit from the city.
 - d. Failure to Comply with Permit. Failure to meet a condition of an approved permit, or to complete the required mitigation as established in this chapter. Damaging a Tree. Topping, improper pruning, or otherwise inflicting willful and negligent damage to a tree crown or roots in a manner inconsistent with ISA Best Management Practices.

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- e. Removal of a Stump. Removal of the stump of a regulated tree removed without a tree removal permit.
 - f. Critical Root Zone Disturbance. Willfully or negligently do the following in the Critical Root Zone: unauthorized ground disturbance or construction activity, including vehicle or equipment access (but excluding access on existing streets or driveways), storage of equipment or materials, including soil, temporary or permanent stockpiling, impervious surfaces, underground utilities, excavation or fill, trenching or other work activities.
 - g. Soil Contamination. Willfully or negligently allow soil contamination (i.e., soil containing construction debris, concrete, garbage, or any other substance that renders the soil inadequate to support healthy tree growth to maturity as determined by a certified arborist) in the soil volume area.
 - h. Interference with the City. No person will prevent, delay, or interfere with city staff while engaging in work activities, including but not limited to inspection of trees subject to the provisions of this chapter, planting, cultivating, mulching, pruning, spraying, or removing any street tree, or public tree.
- 2. A person violating any provision of this chapter will be subject to a civil infraction as established in Chapter 1.20 of this code, the Code Enforcement process as established in Chapter 1.24 of this code, and any penalties identified in this chapter, subject to the fine amount established by city commission resolution.

C. Penalties

The following penalties apply to violations of the provisions of this chapter:

- 1. A person who violates this chapter, upon conviction thereof, will be subject to a civil infraction penalty as established in chapter 1.20 of this code.
- 2. Topping, pruning, or otherwise inflicting willful and negligent damage to a tree.
 - a. A fine up to the amount established in the city commission fee resolution or up to the appraised loss in value of the illegally topped or pruned tree as determined by a certified arborist plus the arborist's reasonable appraisal fee.
 - b. Restoration of the tree crown, trunk, or root system as prescribed by a certified arborist and city.

D. Enhanced Penalties

An increased penalty for the tree removed in violation of this chapter in the amount established by resolution of the city commission or the value of the tree as determined by a certified arborist, whichever is greater, if any of the following apply:

- a. The person has committed a previous violation of a provision of this chapter, or after being informed of the permitting process, removed the street tree without obtaining the proper tree permit; or
- b. The street tree removed was any of the following:
 - i. Twenty-four-inch caliper in diameter or greater, or
 - ii. A heritage tree per OCMC 12.32, or
 - iii. Located within the Willamette River Greenway Overlay District per Chapter 17.48, or
 - iv. Within the MUD, MUC-1, and MUC-2 zoning districts.

E. General Penalty

1. A person violating any of the provisions of this chapter will, upon conviction thereof, be punished by a fine not to exceed \$1,000, unless otherwise specified in a city commission- adopted fee resolution.
2. Each tree and days' violation of a provision of this chapter constitutes a separate offense.

1.16.010 Penalty.

- A. Any person convicted of a violation of Section 9.04.010 and Chapters 6.04, 9.08, 9.12 except for Sections 9.12.020 through .027, 9.16, 9.20 and 9.24 of this code shall be fined in a sum not to exceed five thousand dollars and/or confinement in jail not to exceed one year. In the event the section violated contains the identical elements of criminal conduct as a state statute, the penalty imposed may not exceed the maximum limits permitted for violation of the state statute.
- B. Any person convicted of an offense which by state statute is made subject to the jurisdiction of the municipal court shall be subject to fine and/or imprisonment as provided in the applicable state statute, not to exceed the foregoing limits.
- C. Any person convicted of the violation of any other section of the code shall be fined not more than one thousand~~three hundred~~ dollars, unless otherwise specified in this code.

D. Each day a violation continues shall constitute a separate violation.

E.D. In addition to the above penalties, the municipal judge may assess reasonable court costs upon conviction.

(Ord. 94-1032 §1, 1994; prior code §1-4-1)

(Ord. No. 15-1008, § 4, 7-1-2015)

1.20.090 Fines.

- A. Upon conviction of an infraction of any provision of the Municipal Code, the court may impose a maximum civil penalty of one thousand~~three hundred~~ dollars (\$103~~300~~.00).
- B. Each day of violation shall constitute a separate civil infraction.
- C. The penalties provided in this section are in addition to, and not in lieu of, any other remedy provided by law, including, but not limited to revocation or nonrenewal of a permit or license, injunction, abatement or civil damages as provided by this code or state law.

(Ord. 95-1028 §2 (part), 1995)

1.24.210 Assessments.

- A. Costs incurred by the city for any actions authorized by the code hearings officer pursuant to this chapter and any civil penalty imposed as a result of an order of the code hearings officer shall be an assessment lien upon the property subject to the order.
- B. If a residential structure is ordered vacated pursuant to this code and the city relocates the tenants of such property, then the cost incurred by the city for relocating the tenants as provided by state law shall be an assessment lien upon the property vacated and from which the tenants are relocated.
- C. The city agency incurring such costs shall furnish a statement of such costs to the owner, in person or by United States mail, postage prepaid and addressed to the owner(s) at the owner(s) residence or place of business, and shall file a copy of such statement for the code hearings officer with proof of service attached. If no objection to such statement is filed with the office of the code hearings officer within fifteen days from the date of service or mailing, the code hearings officer shall certify such statement and forward the same to the city recorder who shall forthwith cause the lien to be recorded in the manner of all city liens.

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1. If an objection to the statement is received within the fifteen-day period, the code hearings officer shall schedule and hold an appeal hearing pursuant to this chapter and the rules adopted by the code hearings officer thereunder. After the hearing, the code hearings officer shall certify such statement, or so much of it as he determines is correct and proper, and forward it to the city Recorder who shall cause it to be recorded in the manner of all city liens.
 2. The code hearings officer shall certify to the city recorder the amount of any civil penalty imposed under any order of the code hearings officer and the city recorder shall cause the certification to be recorded in the manner of all city liens. The lien imposed for the civil penalty shall be in addition to any lien imposed for costs actually incurred by the city.
 3. The city agency incurring costs or providing services may file separate statements for the costs and services furnished as each is incurred or provided.
 4. Liens imposed pursuant to this title shall be collected in all respects as provided for this code and state law.
- D. In addition to the lien imposed under this section, any person found to be in violation of the code by the code hearings officer shall be personally liable for costs incurred by the city pursuant to this chapter and for any civil penalty imposed by order of the code hearings officer. In cases of persons found to be in violation of this chapter as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly have committed the violation.
1. The civil penalty shall be as set forth in the city code, except if no penalty is stated, the code hearings officer may assess a civil penalty of not more than ~~one thousand~~~~three hundred~~ dollars.

(Ord. 99-1004 §1 (part), 1999)

Chapter 12.08 PUBLIC AND STREET TREES¹

12.08.010 Purpose.

The purpose of this chapter is to:

- A. Develop tree-lined streets to protect the living quality and beautify the city;
- B. Establish physical separation between pedestrians and vehicular traffic;
- C. Create opportunities for solar shading;
- D. Improve air and water quality; and
- E. Increase the community tree canopy and resource.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.015 Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the Metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the public works department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection B below. The community development director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.
- B. The following clearance distances shall be maintained when planting trees:
 - 1. Fifteen feet from streetlights;
 - 2. Five feet from fire hydrants;
 - 3. Twenty feet from intersections;
 - 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.).
- C. All street trees planted in conjunction with development shall be a minimum of ~~two-one and one-~~ quarter inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 12.08 in its entirety to read as herein set out. Former Chapter 12.08, §§ 12.08.010—12.08.050, pertained to similar subject matter, and derived from Ord. No. 08-1014, adopted July 1, 2009.

-
- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.
 - E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.
 - F. All trees planted beneath powerlines shall be selected based on what is appropriate for the location. In addition, the tree species shall be approved by the associated franchise powerline utility company.
 - G. Tree species, spacing and selection for stormwater facilities in the public right-of-way and in storm water facilities shall conform to requirements of OCMC 13.12 and the adopted stormwater and grading design standards and be approved by the city engineer.
 - H. Any public or street trees planted within the natural resource overlay district shall conform to the applicable requirements of OCMC 17.49, Natural Resources Overlay District (NROD).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum eight-foot clearance above all sidewalks, ten-foot clearance in clear vision areas pursuant to OCMC 10.32, and fourteen-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. A), 5-3-2023; Ord. No. 25-1004, § 1(Exh. A), 4-16-2025)

12.08.030 Public property tree maintenance.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs in all public rights-of-way and public grounds, as may be necessary to ensure public safety or to preserve and enhance the symmetry or other desirable characteristics of such public areas. The public works department and parks and recreation department may recommend to the community development director the removal of any tree or part thereof which is in an unsafe condition or may be injurious to above or below-ground public utilities, structures or other public improvements. Removed trees shall be replaced in accordance with this chapter or the mitigation requirements of the OCMC 17.49, Natural Resources Overlay District (NROD), if the tree to be removed is within the NROD.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. ~~Tree removal~~as defined by OCMC 17.04, of street trees of any diameter, may be authorized through a Tree Permit application process in a form established by the city, and shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as ~~determined~~ defined in OCMC 17.04 by a certified arborist and approved by the city manager or designee, may be removed if replaced with one new tree for each dead, diseased, or hazardous tree that is removed.
1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.
 2. All replacement street trees under this section shall have a minimum one and one-half inch caliper trunk measured six inches above the root crown.
 3. Dead trees may be verified either by the community development director or by a certified arborist when the community development director cannot make a determination.
- B. Removed street trees – regardless of diameter – that are not determined to be dead, diseased, or hazardous shall be replaced ~~in~~ with accordance ~~with~~ to Table 12.08.035. All ~~replacement-replaced~~ street trees shall have a minimum one and one-quarter~~half~~ inch caliper trunk measured six inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
1. Within the right-of-way abutting the same frontage; and
 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the city manager or designee that a sufficient location to replant tree(s) according to subsection C is not available, the city manager or designee may allow:
1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval; or
 - b. On public property, with city manager or designee approval; or
 - c. Within ten feet of the right-of-way in the abutting private yard; or
 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate, to the satisfaction of the city manager or designee, that none of the alternative replanting options in section D.1 is sufficient for replanting.

-
- b. Is to be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.

E. Exceptions:

1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.
2. Trees in planter strips three feet or less in width may be removed without [a permit](#), replacement or fee in lieu of replacement. [Trees planted in tree wells → an opening or protected planting area for a single street tree → regardless of the dimensions, are not exempt from permit and replacement requirements.](#)

3. Street trees that are exempt from replacement requirements:

a. Shall be verified as exempt, and

b. Are not subject to the fines and penalties in OCMC 12.08.050.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. B), 5-3-2023)

12.08.045 Gifts, fee-in-lieu of planting, and funding.

The city of Oregon City may accept gifts, which are specifically designated for the purpose of planting or maintaining trees within the city. The community development director may allow a fee-in-lieu of planting the tree(s) to be placed into a city fund dedicated to planting trees in Oregon City. The community development director may determine the type, caliper and species of the trees purchased with the fund. The cost of each tree may be adjusted annually based upon current market prices for materials and labor as calculated by the community development director. A separate fund shall be established and maintained for revenues and expenditures created by activities specified in this chapter. The natural resources committee shall have authority on behalf of the city to seek grants and alternative funding for tree projects. Funds from such grant awards shall be administered by the city pursuant to this section.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.050 ~~Violation—Penalty.~~ - Enforcement

A. Interpretations.

1. A street tree that is removed, as defined by OCMC 17.04, -without an approved Street Tree Removal Permit will be considered an unpermitted tree removal.
 2. If a street tree is removed without a permit, a violation will be determined by measuring the stump. A stump that is six caliper inches or more in diameter will be considered prima facie evidence of a violation of this chapter.
- a. 3. Proof of violation of this chapter will be deemed prima facie evidence that the property owner is responsible for such violation.

B. Violations.

1. The following are considered violations of the Street Tree Code (Chapter 12.08)

- a. Removal or Topping. Removal or topping, as defined in Chapter 17.04, of a street tree regulated by Chapter 12.08 without an approved permit from the city.
- b. Removal – Approved Permit. Removal of a tree in violation of an approved permit.

c. Major Pruning without a Permit. Major pruning, as defined in Chapter 17.04 of a street tree or public tree without an approved permit from the city.

—Failure to Comply with Permit. Failure to meet a condition of an approved permit, or to complete the required mitigation as established in this chapter.

d. Damaging a Tree. Topping, improper pruning, or otherwise inflicting willful and negligent damage to a tree crown or roots in a manner inconsistent with ISA Best Management Practices.

e. Removal of a Stump. Removal of the stump of a regulated tree removed without a tree removal permit.

f. Critical Root Zone Disturbance. Willfully or negligently do the following in the Critical Root Zone: unauthorized ground disturbance or construction activity, including vehicle or equipment access (but excluding access on existing streets or driveways), storage of equipment or materials, including soil, temporary or permanent stockpiling, impervious surfaces, underground utilities, excavation or fill, trenching or other work activities.

g. Soil Contamination. Willfully or negligently allow soil contamination (i.e., soil containing construction debris, concrete, garbage, or any other substance that renders the soil inadequate to support healthy tree growth to maturity as determined by a certified arborist) in the soil volume area.

h. Interference with the City. No person will prevent, delay, or interfere with city staff while engaging in work activities, including but not limited to inspection of trees subject to the provisions of this chapter, planting, cultivating, mulching, pruning, spraying, or removing any street tree, or public tree.

2. A person violating any provision of this chapter will be subject to a civil infraction as established in Chapter 1.20 of this code, the Code Enforcement process as established in Chapter 1.24 of this code, and any penalties identified in this chapter, subject to the fine amount established by city commission resolution.

2. Penalties

The following penalties apply to violations of the provisions of this chapter:

1. A person who violates this chapter, upon conviction thereof, will be subject to a civil infraction penalty as established in chapter 1.20 of this code.

1.2. Topping, pruning, or otherwise inflicting willful and negligent damage to a tree.

a. A fine up to the amount established in the city commission fee resolution or up to the appraised loss in value of the illegally topped or pruned tree as determined by a certified arborist plus the arborist's reasonable appraisal fee.

b. Restoration of the tree crown, trunk, or root system as prescribed by a certified arborist and city.

3. Enhanced Penalties

An increased penalty for the tree removed in violation of this chapter in the amount established by resolution of the city commission or the value of the tree as determined by a certified arborist, whichever is greater, if any of the following apply:

a. The person has committed a previous violation of a provision of this chapter, or after being informed of the permitting process, removed the street tree without obtaining the proper tree permit; or

b. The street tree removed was any of the following:

- i. Twenty-four-inch caliper in diameter or greater, or
- ii. A heritage tree per OCMC 12.32, or
- iii. Located within the Willamette River Greenway Overlay District per Chapter 17.48, or
- iv. Within the MUD, MUC-1, and MUC-2 zoning districts.

3. General Penalty

- a. A person violating any of the provisions of this chapter will, upon conviction thereof, be punished by a fine not to exceed \$1,000, unless otherwise specified in a city commission-adopted fee resolution.
- b. Each tree and day's' violation of a provision of this chapter constitutes a separate offense.

RESOLUTION NO. 26-23

A RESOLUTION ESTABLISHING THE STREET TREE PENALTY FEE SCHEDULE FOR VIOLATIONS OF OREGON CITY MUNICIPAL CODE CHAPTER 12.08, PUBLIC AND STREET TREES

WHEREAS, Oregon City Municipal Code (OCMC) Chapter 12.08 regulates the planting, maintenance, pruning, and removal of public and street trees within the City, and requires replacement trees and, where replanting is infeasible, payment of a fee in lieu of replanting; and

WHEREAS, the penalty provisions supporting OCMC Chapter 12.08 have relied primarily on the City's general civil infraction framework, the operative penalty language of which dates to 1994 and provides a maximum penalty of \$300 unless a different amount is specified in the code; and

WHEREAS, the City Commission has found that the \$300 maximum penalty has not functioned as a meaningful deterrent, because in many cases the maximum penalty is materially less than the cost of the permit process and mitigation an applicant would otherwise bear, creating an economic incentive to remove a street tree without a permit rather than to comply; and

WHEREAS, Ordinance No. 26-1010 amends OCMC 1.16.010, 1.20.090, and 1.24.210 to increase the general maximum civil infraction penalty from \$300 to \$1,000 unless otherwise specified in the code; and

WHEREAS, Ordinance No. 26-1010 further replaces OCMC 12.08.050 with an Enforcement section establishing interpretations, enumerated violations, penalties, enhanced penalty factors, and general enforcement provisions, and provides that penalties for violations of OCMC Chapter 12.08 shall be in the amounts established by resolution of the City Commission; and

WHEREAS, the penalties established by this Resolution are separate from, and in addition to, any replacement, mitigation, restoration, or fee-in-lieu obligation imposed under OCMC Chapter 12.08 or any other provision of the code; and

WHEREAS, street trees that are exempt from replacement requirements under OCMC 12.08.035.E are not subject to the fines and penalties established under OCMC 12.08.050 or by this Resolution; and

WHEREAS, the City Commission finds that the penalty amounts established by this Resolution are reasonable, are proportionate to the value of the public resource lost, and are necessary to deter the unpermitted removal, topping, and damage of street trees within Oregon City.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Adoption of Street Tree Penalty Fee Schedule. The Street Tree Penalty Fee Schedule attached hereto as Exhibit A and incorporated herein by this reference is adopted as the schedule of penalties for violations of OCMC Chapter 12.08, in the amounts established by City Commission resolution as provided in OCMC 12.08.050.

Section 2. Enhanced Penalty for Aggravating Factors. An additional penalty of \$5,000 shall be added to the base fine for each aggravating factor established under OCMC 12.08.050 and listed in Exhibit A. The enhancement applies separately for each aggravating factor found to be

present, and the number of aggravating factors that may be applied to a single violation is not limited.

Section 3. Damage to Street Trees Not Removed. For willful or negligent damage to a street tree that is not removed, including topping and improper pruning, the penalty shall be the applicable amount established by Exhibit A or the appraised loss in value of the tree as determined by a certified arborist, plus the arborist's reasonable appraisal fee, as provided in OCMC 12.08.050. Assessment of a penalty under this Section does not limit the City's authority to require restoration of the crown, trunk, or root system as prescribed by a certified arborist and the City.

Section 4. Separate Offenses. As provided in OCMC 12.08.050, each street tree and each day of a continuing violation constitutes a separate offense, and the penalties established by this Resolution apply to each such offense.

Section 5. Exempt Street Trees. Street trees verified as exempt from replacement requirements under OCMC 12.08.035.E are not subject to the penalties established by this Resolution.

Section 6. Relationship to Mitigation and Other Remedies. The penalties established by this Resolution are in addition to, and not in lieu of, any replacement tree, mitigation, restoration, or fee-in-lieu requirement imposed under OCMC Chapter 12.08, and do not limit any other remedy available to the City at law or in equity.

Section 7. Annual Adjustment. The Planning Division Fee Schedule, Exhibit A shall be adjusted annually to account for inflation on January 1st of every calendar year. The adjustment will be based on changes to the Consumer Price Index (CPI-W) Pacific Division.

Section 8. Effective Date. This Resolution shall take effect on the effective date of Ordinance No. 26-1010. If Ordinance No. 26-1010 is not adopted, this Resolution shall be of no force or effect.

Approved and adopted at a regular meeting of the City Commission held on the _____ day of _____, 2026.

DENYSE C. MCGRIF
Mayor

Attested to this _____ day of _____, Approved as to legal sufficiency:
2026:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A
STREET TREE PENALTY FEE SCHEDULE – TO BE INCORPORATED AS AN EXHIBIT TO
THE PLANNING DIVISION FEE SCHEDULE
Resolution No. 26-23

1. Base Fine by Diameter of Street Tree Removed

The base fine below is a total penalty amount, inclusive of the \$1,000 base civil infraction penalty. Diameter is measured as provided in Section 4 of this Resolution, and fractional inches are rounded down to the nearest whole inch.

Diameter of Street Tree Removed (inches of diameter at 4-foot height)	Base Fine
Less than 6 inches	\$1,000
6 inches to 12 inches	\$2,500
13 inches to 18 inches	\$5,000
19 inches to 24 inches	\$7,500
25 inches to 30 inches	\$10,000
31 inches to 36 inches	\$12,500
37 inches to 44 inches	\$15,000
45 inches and above	\$20,000

2. Enhanced Penalty for Aggravating Factors

The amount below is added to the base fine for each aggravating enhancement factor established under OCMC 12.08.050. The enhancement applies separately for each factor present.

Enhancement Factor (OCMC 12.08.050)	Additional Penalty
Previous violation of OCMC Chapter 12.08, or removal of the street tree after being informed of the permitting process	\$5,000
Street tree removed was 24 inches in diameter or greater	\$5,000
Street tree removed was a heritage tree under OCMC Chapter 12.32	\$5,000
Street tree removed was located within the Willamette River Greenway Overlay District under OCMC Chapter 17.48	\$5,000
Street tree removed was located within the MUD, MUC-1, or MUC-2 zoning districts	\$5,000

3. Damage to Street Trees Not Removed

For willful or negligent damage to a street tree that is not removed, including topping and improper pruning, the penalty is the applicable base fine above, plus any applicable aggravating factor enhancement, or the appraised loss in value of the tree as determined by a certified arborist plus the arborist's reasonable appraisal fee.

4. Trees Exempt from Penalty

Street trees verified as exempt from replacement requirements under OCMC 12.08.035.E are not subject to this schedule.

To: City Commission
From: Pete Walter, Planning Manager / Certified Arborist
Date: 8/24/2026
RE: Reasons to allow smaller caliper tree plantings

Planting smaller caliper trees (1.5 to 2 inches or less in trunk diameter) establishes significantly faster and suffers less transplant shock than larger stock, a concept heavily supported by urban forestry research. [1, 2, 3]. The City already allows replacement street trees of 1.5 inches, with even smaller caliper trees of 1.25 inches establishing even better.

Planning and Parks staff are generally supportive of allowing 1.25 inch caliper trees in both new and replacement street trees. Friends of Trees works with Cities throughout the Willamette Valley and has seen better rates of establishment with smaller diameter nursery stock.

Furthermore, smaller caliper trees are more readily available in nurseries and are cheaper, allowing for greater choice and variety for homeowners.

Why Smaller Caliper Trees Establish Better

- **Root Loss Ratio:** When trees are dug from a nursery (whether balled and burlapped or via tree spade), they lose 80% to 95% of their root system. Smaller trees have a smaller canopy relative to their remaining roots, allowing them to recover hydraulic balance much faster. [3, 4]
- **Survival Rates:** Research highlights vastly superior survival rates in smaller caliper stock. For instance, studies on trees like **red oaks** (*Quercus rubra*) demonstrate dramatically lower mortality in small-caliper plantings compared to large-caliper counterparts facing severe transplant stress. [5]
- **The "Catch-Up" Phenomenon:** Research by urban forestry experts—such as Dr. Gary Watson at the Morton Arboretum and studies associated with Cornell University led by researchers like Dr. Nina Bassuk—shows that smaller trees routinely catch up to or even surpass the size and vigor of larger-caliper trees within a few years of planting. [1, 3, 4, 6]
- **Reduced Aftercare:** Smaller trees require significantly less supplemental irrigation and structural maintenance during their initial years in the landscape compared to high-maintenance mature nursery stock. [1, 2]

The specific research studies, foundational urban forestry literature, and academic institutions that support the findings regarding small-caliper tree establishment are outlined below.

Regional research and guidance from the **Pacific Northwest (PNW)** heavily echo national urban forestry findings. University extension programs, municipal forestry divisions, and regional conservation partnerships in Washington and Oregon strongly advocate for smaller caliper trees to ensure long-term survival in local microclimates.

Key Pacific Northwest Sources & Guidelines

- **Oregon State University (OSU) Extension Service:** In their comprehensive guide *Selecting, Planting, and Caring for a New Tree*, OSU horticulturists emphasize that smaller tree stock is inherently more adaptable. Regional native species—such as the **Oregon white oak** (*Quercus garryana*) and **western crabapple**—have deep rooting strategies that suffer drastically when severed in large-caliper nursery harvesting. [1, 2]
- **Green Seattle Partnership & City Forestry:** The Green Seattle Partnership, which manages extensive urban reforestation projects, explicitly highlights the survival advantages of smaller saplings. Their field guidelines stress that smaller trees are far more resilient against the PNW's increasingly hot, dry summers because their minimal canopy requires less water to sustain while the roots establish in heavy native soils. [1]
- **Washington Department of Natural Resources (WA DNR):** Through the **Webster Forest Nursery**, WA DNR urban forestry programs explicitly advocate for maintaining seedling vigor by planting smaller stock. Their research notes that smaller trees adapt dynamically to regional *Seed Transfer Zones*, outgrowing larger, root-bound container or balled-and-burlapped (B&B) trees within a few seasons. [3, 4]
- **The "Backyard Habitats" Consensus (Portland/Vancouver Metro):** Regional conservation networks, including the **Friends of Backyard Habitats** and **Portland.gov Urban Forestry**, consistently steer homeowners away from larger material. Local experts point out that large-caliper native stock (like 1.5-inch to 2+ inch B&B trees) takes years to overcome transplant shock in clay-heavy soils, whereas smaller potted or bare-root saplings plug into local mycorrhizal networks almost immediately. [5, 6, 7]

PNW Growth Mechanics vs. Caliper Size

The region's unique weather pattern—wet, mild winters followed by intense summer droughts—makes caliper size critical: [1]

- **The Summer Drought Vulnerability:** Large-caliper trees require constant supplemental watering for 2–3 years to avoid drying out under the PNW summer sun. [5, 7]
- **Native Clay Soil Adaptability:** Smaller saplings adjust much better to unamended native soils (like the Willamette Valley's heavy clay). Larger trees often experience the "pot in the ground" effect, where their massive root balls fail to break out into dense local soil. [5, 8, 9]

[1] <https://greenseattle.org>

[2] <https://extension.oregonstate.edu>

[3] <https://www.reddit.com>

[4] <https://dnr.wa.gov>

[5] <https://thenurseryoutlet.us>

[6] <https://www.portland.gov>

[7] <https://www.facebook.com>

[8] <https://extension.oregonstate.edu>

[9] <https://xeraplants.com>

1. Dr. Gary Watson's Establishment Timeline Formula

The primary mathematical model supporting this difference comes from the landmark research of Dr. Gary Watson at the Morton Arboretum. His studies established the widely accepted industry rule of thumb for temperate climates: **A transplanted tree requires approximately 1 year of establishment time per inch of trunk caliper.** [1]

- A **1.25-inch tree** takes about **15 months** to fully regenerate its roots and resume normal canopy growth.
- A **1.5-inch tree** takes about **18 months** to recover.
- *The Clay Variable:* In heavy clay, root growth rates slow down because of limited soil oxygen and physical compaction. In dense clay, the timeline can stretch to **1.5 years per inch**, widening the establishment gap between the two sizes by several extra months.

Chapter 1.16 GENERAL PENALTY

1.16.010 Penalty.

- A. Any person convicted of a violation of Section 9.04.010 and Chapters 6.04, 9.08, 9.12 except for Sections 9.12.020 through .027, 9.16, 9.20 and 9.24 of this code shall be fined in a sum not to exceed five thousand dollars and/or confinement in jail not to exceed one year. In the event the section violated contains the identical elements of criminal conduct as a state statute, the penalty imposed may not exceed the maximum limits permitted for violation of the state statute.
- B. Any person convicted of an offense which by state statute is made subject to the jurisdiction of the municipal court shall be subject to fine and/or imprisonment as provided in the applicable state statute, not to exceed the foregoing limits.
- C. Any person convicted of the violation of any other section of the code shall be fined not more than three hundred dollars, unless otherwise specified in this code.
- D. In addition to the above penalties, the municipal judge may assess reasonable court costs upon conviction.

(Ord. 94-1032 §1, 1994; prior code §1-4-1)

(Ord. No. 15-1008, § 4, 7-1-2015)

1.16.020 Application.

- A. The penalty provided in this chapter shall be applicable to every section of this city code the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this city code where any duty is prescribed or obligation imposed, or where any act which is of a continuing nature or declared to be unlawful, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this city code.
- B. In all cases where the same offense is made punishable or is created by different clauses or sections of this city code the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.
- C. Whenever the doing of any act or the omission to do any act constitutes a breach of any section or provision of this city code and there shall be no fine or penalty specifically declared for such breach, the provisions of this chapter shall apply and a separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.

(Prior code §1-4-5)

1.16.030 Liability of officers.

No provision of this city code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the

intention of the governing body to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

(Prior code §1-4-6)

1.16.040 Extension of police power beyond city limits.

All police and penal provisions of this code, necessary to protect property and preserve peace and order now in force and also those hereinafter enacted, applicable within the city shall apply with equal force and effect to all lands owned or controlled by the city located outside the boundaries of the city and the penalties of fine and imprisonment and the right to make arrests and serve process shall likewise apply.

(Prior code §1-4-7)

Chapter 1.20 CIVIL INFRACTIONS

1.20.010 Purpose and applicability.

This chapter provides a process for enforcing the requirements of the municipal code and any order, permit or decision issued by the city pursuant to the municipal code. The process set forth herein is designed to provide prompt notice to property owners and others that appear to be in violation of the municipal code and to guarantee those accused of a code violation the right to a trial in municipal court of the opportunity to be heard by the code hearings officer. The process is designed to provide some measure of certainty to the citizens of Oregon City that code violations will be addressed in a timely manner and to ensure that the due process rights of those accused of violations are protected. This chapter shall apply to all violations of any provision of the Oregon City Municipal Code, except for those matters within the authority of the Oregon City police department under Title 9, Public Peace, Morals and Welfare. To the extent provided by law, violations of the Oregon City Municipal Code may also be enforced through the provisions of Chapter 1.16 or Chapter 1.24.

(Ord. 99-1004 §2, 1999; Ord. 95-1028 §2 (part), 1995)

1.20.020 Definitions.

For the purposes of this Chapter:

"Civil infraction" means the violation of any provision of the Oregon City Municipal Code or the failure to comply with any lawful requirement imposed, order issued or decision rendered, by an authorized city employee or decision maker.

"Officer" means a sworn peace officer, the code compliance officer, or that person's designee.

"Respondent" means any individual, corporation, partnership, unincorporated association or other entity alleged to have committed a civil infraction.

(Ord. 95-1028 §2 (part), 1995)

1.20.030 Issuance of permits and licenses.

- A. No license, permit or approval for the construction, occupation or use of a property, building, structure or business shall be issued unless it has first been determined that such building, structure or business or use as

proposed, and the land upon which it is proposed to be located complies with all applicable provisions of this Code and state law, or is exempt from the same.

- B. Failure to obtain a license or permit as required by this code shall constitute a civil infraction. Violation of any provision of this code, enforced under this chapter, may constitute grounds for cancellation, nonrenewal or denial of a license or permit issued under this code.

(Ord. 95-1028 §2 (part), 1995)

1.20.040 Municipal Code violations.

No person shall engage in or cause to occur any development; erect, construct, reconstruct, alter, maintain or use any building, structure or vehicle; or alter or use any land in violation of this code or in violation of any permit or license issued under this code. No person shall fail to pay any charge due the city when such failure to pay is made a civil infraction of this code. Violation of this section is a civil infraction of this code. Each day of such violation shall constitute a separate civil infraction of this code.

(Ord. 95-1028 §2 (part), 1995)

1.20.050 Citation for civil infractions.

Upon a determination by an officer that one or more civil infractions have occurred, the officer shall issue a citation to the person, who in the officer's opinion, is responsible for the activity or failure to act that is deemed to be the civil infraction(s) or the owner or person responsible for the property where the infraction occurred.

(Ord. 95-1028 §2 (part), 1995)

1.20.060 Contents of the civil infraction citation.

- A. The citation for a civil infraction shall include at least the following information:
1. The name and address of the respondent;
 2. The time, date and place the civil infraction was alleged to have occurred;
 3. A statement of the civil infraction(s) alleged to have occurred with a reference to the pertinent Municipal Code Section(s) or other commonly understood reference to the law or ordinance alleged to have been violated.
 4. A certification, made pursuant to ORS 153.995, that the officer issuing the citation has reasonable grounds to believe, and does believe, that the respondent committed the civil infraction, contrary to law. This certificate shall be deemed equivalent to a sworn complaint.
- B. A uniform traffic citation and complaint shall be an acceptable form for a civil infraction citation.

(Ord. 95-1028 §2 (part), 1995)

1.20.070 Municipal court proceeding.

The municipal court shall have jurisdiction over all civil infractions under this chapter. The code hearings officer is an officer of the municipal court and may preside over hearings on civil infractions to the extent provided by law.

(Ord. 99-1004 §3, 1999: Ord. 95-1028 §2 (part), 1995)

1.20.080 Nuisance abatement by the city and cost recovery.

- A. Upon a finding that the respondent committed the civil infraction as alleged, the municipal court may declare that the civil infraction is a nuisance, in which case, the municipal court may order the respondent to abate or otherwise remedy the nuisance. In the event the respondent fails to so abate or remedy the nuisance within ten days, the city may, without further proceedings, have the nuisance abated or remedied. The city's expenses incurred in undertaking such action may be levied against the respondent or owner of the subject property. If the amount of the city's levy is not paid within thirty days of presentment to the respondent, the city may record the levy as a lien against real property of the respondent or owner of the subject property.
- B. With or without the respondent having first appeared, the municipal court may order the summary abatement of the activity alleged in the civil infraction citation upon a finding that:
 - 1. An imminent and substantial threat to the public health, safety or welfare exists by virtue of the alleged action or inaction; and
 - 2. Immediate abatement of the nuisance is necessary to prevent the threatened harm to the public health, safety or welfare.
- C. Upon the issuance of a summary abatement order under this subsection, the city may, without further proceedings, take whatever steps are necessary to abate or remedy the nuisance that is the basis for the citation. The city's expenses incurred in undertaking such action may be levied against the respondent or owner of the subject property. If the amount of the city's levy is not paid within thirty days of presentment to the respondent, the city may record the levy as a lien against real property of the respondent or owner of the subject property.

(Ord. 95-1028 §2 (part), 1995)

1.20.090 Fines.

- A. Upon conviction of an infraction of any provision of the Municipal Code, the court may impose a maximum civil penalty of three hundred dollars (\$300.00).
- B. Each day of violation shall constitute a separate civil infraction.
- C. The penalties provided in this section are in addition to, and not in lieu of, any other remedy provided by law, including, but not limited to revocation or nonrenewal of a permit or license, injunction, abatement or civil damages as provided by this code or state law.

(Ord. 95-1028 §2 (part), 1995)

Chapter 1.24 CODE ENFORCEMENT

1.24.010 Purpose.

The purpose of this chapter is to provide for the prompt, effective and efficient enforcement of the city code so as to carry out the policies of the city as they are embodied elsewhere in this code; to provide a fast, fair, and impartial adjudication of the alleged city code violations; and to provide persons adversely impacted by administrative determinations and decisions with an effective and impartial appeal and review of the legality and appropriateness of the determination.

(Ord. 99-1004 §1 (part), 1999)

1.24.020 Code hearings officer established-Appointment and removal.

- A. The office of code hearings officer is created as an officer of the municipal court. The code hearings officer shall act on behalf of the city in considering and applying regulatory enactments and policies pertaining to the matters set forth in other sections of the city code.
- B. The code hearings officer shall be appointed by the city commission with the advice of the city manager for a fixed term which shall not exceed two years. The code hearings officer may be removed for cause by the city commission, which may appoint an agent to make a recommendation on such removal to the commission.
- C. The city commission may provide for additional code hearings officers for specific hearings or to assist the appointed code hearings officer in the discharge of the duties of the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.030 Jurisdiction.

The code hearings officer shall have jurisdiction over all cases submitted in accordance with the procedures and under the provisions of this chapter.

(Ord. 99-1004 §1 (part), 1999)

1.24.040 Definitions.

"Code hearings officer" means the code hearings officer appointed pursuant to Section 1.24.020 to act as code hearings officer in a particular proceeding or group of proceedings.

"Party" means:

- 1. The city of Oregon City;
- 2. Any person named by the city as a respondent in the complaint;
- 3. Any person requesting and permitted by the code hearings officer to be a party to an appeal hearing; and
- 4. Any person requesting to participate at the hearing as a party or a limited party which the code hearings officer determines has an interest in the result of the proceeding or represents a public interest in such result.

"Respondent" means the party or parties which the city alleges, in the complaint, to have committed a violation of city code or to be responsible for such violation.

"City agency" means and includes any division, board, committee, officer, agent, or employee of the city of Oregon City.

"Decision or determination means and includes any decision, determination, order, or other action of any city agency.

(Ord. 99-1004 §1 (part), 1999)

1.24.050 Enforcement.

- A. The city may initiate appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of the code hearings officer, including, but not limited to, a suit or action to obtain judgment for any civil penalty imposed by an order of the code hearings officer pursuant to this chapter and for any assessment for costs or penalties imposed pursuant to this chapter.
- B. Unless authorized by the code hearings officer, it is unlawful for any person to knowingly enter or remain in any building or structure that the code hearings officer has ordered vacated. In addition to any civil penalties imposed, any person knowingly entering or remaining in such building or structure shall, upon conviction, be punished by a fine as otherwise provided by this chapter.

(Ord. 99-1004 §1 (part), 1999)

1.24.060 Authority of the code hearings officer to adopt rules, procedures and forms.

- A. In addition to any procedure set forth elsewhere in this chapter, code enforcement proceedings before the code hearings officer shall be conducted in accordance with the procedure set forth in this chapter. The code hearings officer may promulgate rules and regulations, not inconsistent with this chapter, concerning procedure and the conduct of hearings.
- B. The code hearings officer is authorized to adopt rules, procedures, and forms to implement the provisions of this chapter.
- C. Copies of all rules shall be filed with the city recorder and shall be made available to the public upon request and payment of the costs of providing the public record.

(Ord. 99-1004 §1 (part), 1999)

1.24.070 Initiation of proceeding.

- A. A proceeding before the code hearings officer may be initiated only as specifically authorized elsewhere in this chapter.
- B. Except as otherwise provided in this chapter, a proceeding before the code hearings officer shall be initiated only by the city filing a complaint with the office of the code hearings officer on forms provided by that office. The complaint shall contain:
 - 1. The name(s) of the respondent(s);
 - 2. The address or location at which the violation is alleged to have occurred;
 - 3. A short and plain statement of the alleged violation(s), including a reference to the particular statutes, city code chapter, rules or regulations involved;
 - 4. The nature of the relief sought by the city;
 - 5. The city agency initiating the proceeding and the name, title, and signature of the person initiating the proceeding on behalf of the city;
 - 6. Such other information as the code hearings officer may require.

(Ord. 99-1004 §1 (part), 1999)

1.24.080 Setting of hearings.

- A. Upon filing a complaint, the code hearings officer shall specify a time, date, and place for a public hearing on the complaint and the matters alleged therein.
- B. The date set for hearing shall be not less than fourteen days nor more than thirty days after the date the complaint is filed, except that the code hearings officer may specify a date for hearing less than fourteen days after the complaint is filed where it appears that the alleged violation poses an immediate and serious hazard to the public health, safety, or welfare or to the life, health, safety, welfare, or property of any person.
- C. The code hearings officer may postpone, continue, set over, or reschedule any hearing with the consent of all parties or on the motion of any party for good cause shown.

(Ord. 99-1004 §1 (part), 1999)

1.24.090 Notice of hearing.

- A. The code hearings officer shall give notice of the hearing, together with a copy of the complaint, to the respondent(s) and all other parties not less than five calendar days prior to the date set for hearing except that the code hearings officer may set a shorter period when it appears that the alleged violation poses an immediate and serious hazard to the public health, safety, or welfare or the life, health, safety, welfare, or property of any person.
- B. The notice of hearing shall specify the time, date, and place set for the hearing.
- C. Notice may be given by any method or combination of methods which, under the circumstance, is reasonably likely to apprise the parties of the hearing. Notice may be given by:
 - 1. Personally delivering the notice to the party or parties; or
 - 2. Mailing the notice by United States mail, postage prepaid, and addressed to the residence or business address of the party or parties; or
 - 3. Any method authorized by the Oregon Rules of Civil Procedure for the service of summons; or
 - 4. Any other method authorized by the code hearings officer by rule or otherwise. If notice is given by mail, such notice shall be deemed given and received three days (Sundays and holidays not included) after the notice is deposited in the United States mail.
- D. Notice of the hearing and a copy of the complaint shall also be given to:
 - 1. The tenants, residents, and lessees of any building, property or structure if the city has requested in the complaint the vacation, closure or demolition of the building, property or structure or if the code hearings officer determines that such vacation, closure or demolition is a reasonably possible outcome of the proceeding;
 - 2. Any other person to whom it reasonably appears to the code hearings officer to have an interest in the property involved or who reasonably appears may be adversely affected by any determination, decision or order of the code hearings officer;
 - 3. Any person who has requested such notification in writing and has paid the administrative fee imposed by the city for such notice;

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- a. The code hearings officer may provide by rule for the manner and means of giving notice to such persons in a manner reasonably calculated to provide such persons with actual notice of the proceedings.
 - E. Failure of any person to receive actual notice of the proceeding shall not invalidate the hearing or any determination, decision or order of the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.100 Notice-Rights-Procedure.

- A. Prior to the commencement of a contested hearing, the code hearings officer shall inform each party to the hearing of the following matters:
 - 1. A general description of the hearing procedure including the order of presentation of evidence, what kinds of evidence are admissible, whether objections may be made to the introduction of evidence and what kind of objections may be made, an explanation of the issues involved in the hearing, and the burdens of proof or burdens of going forward with the evidence;
 - 2. That a record will be made of the proceedings, the manner of making the record and its availability to the party or parties;
 - 3. The function of the record-making with respect to the perpetuation of the testimony and evidence and with respect to any appeal from the determination or order of the code hearings officer;
 - 4. Whether an attorney will represent the city in the matters to be heard and whether the parties ordinarily and customarily are represented by an attorney;
 - 5. The title and function of the code hearings officer, including the effect and authority of the code hearings officer's determination;
 - 6. In the event a party is not represented by an attorney, whether the party may, during the course of proceedings, request a recess if at that point the party determines that representation by an attorney is necessary to the protection of the party's rights;
 - 7. Whether there exists an opportunity for an adjournment at the end of the hearing if a party then determines that additional evidence should be brought to the attention of the code hearings officer and the hearing reopened;
 - 8. Whether there exists an opportunity after the hearing and prior to the final determination or order of the code hearings officer to review and object to any proposed findings of fact, conclusions of law, summary of evidence, or order of the code hearings officer;
 - 9. A description of the appeal or judicial review process from the determination or order of the code hearings officer;
 - 10. The code hearings officer shall insure that the record developed at the hearing shows a full and fair inquiry into the facts necessary for consideration of all issues properly before the code hearings officer.
- B. The information required to be given to a party to a hearing under subsection A of this section may be given in writing or orally before commencement of the hearing.
- C. Failure to give notice of any item specified in subsection A of this section shall not invalidate any determination or order of the code hearings officer unless on appeal from or review of the determination or order, a court finds that the failure affected the substantive rights of the complaining party or parties. In the event of such a finding, the court shall remand the matter to the code hearings officer for a reopening of the

hearing and shall direct the code hearings officer as to what steps shall be taken to remedy the prejudice to the rights of the complaining party or parties.

(Ord. 99-1004 §1 (part), 1999)

1.24.110 Hearings procedure.

- A. Unless precluded by law, informal disposition of any proceeding may be made in writing, with or without a hearing, by stipulation, consent order, agreed settlement, or default.
 - 1. An order that incorporates the informal disposition is a final order; however, such an order is not subject to judicial review.
 - 2. After issuance of notice of hearing, no building occupied as a residential structure may be vacated based on an informal disposition unless such vacation is approved by the code hearings officer.
- B. Parties may elect to be represented by counsel and to respond to and present evidence and argument on all issues involved.
- C. An order adverse to any party may be issued upon default only upon a prima facie case made on the record before the code hearings officer.
- D. Testimony shall be taken upon oath or affirmation of the witness from whom received. The code hearings officer may administer oaths or affirmations to witnesses.
- E. The code hearings officer shall place on the record a statement of the substance of any written or oral ex parte communications made to the code hearings officer on a fact in issue during the pendency of the proceedings. The code hearings officer shall notify the parties of the communication and of their right to rebut such communications.
- F. The record in a proceeding before the code hearings officer shall include:
 - 1. All pleadings, motions, and intermediate rulings;
 - 2. Evidence received or considered;
 - 3. Stipulations;
 - 4. A statement of matters officially noticed;
 - 5. A statement of any ex parte communications on a fact in issue made to the code hearings officer during the pendency of the proceedings;
 - 6. Proposed findings and exceptions; and
 - 7. Any proposed, intermediate, or final order prepared by the code hearings officer.
- G. A verbatim, written, mechanical, or electronic record shall be made on all motions, rulings, and testimony. The record need not be transcribed unless requested for purposes of court review. The city may charge the person requesting transcription, the costs of the same. The code hearings officer may reduce or eliminate the charge for transcription upon the filing of an appropriate affidavit of indigency.

(Ord. 99-1004 §1 (part), 1999)

1.24.120 Discovery.

- A. The code hearings officer may, by rule, prescribe methods of discovery which may be used in proceedings before the code hearings officer.

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- B. Subject to the public records and evidence laws of this state, parties shall be entitled to review any record held by the city and found by the code hearings officer to be relevant and material to the proceedings. The cost of providing such records shall be paid by the requesting party unless those costs are waived by the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.130 Limitation on discovery of documents and things.

The code hearings officer shall not enter any order requiring any party to procure any document or thing which is privileged under the rules of privilege recognized by law or which is exempt from disclosure under the Oregon Public Records Law.

(Ord. 99-1004 §1 (part), 1999)

1.24.140 Evidence.

- A. Irrelevant, immaterial, or duly repetitious evidence shall be excluded. Erroneous rulings on evidence shall not preclude action by the code hearings officer on the record unless shown to have substantially prejudiced the rights of an objecting party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. Objections to evidentiary offers may be made and shall be noted in the record. The code hearings officer shall give effect to the rules of privilege recognized by law. Any part of the evidence may be received in written form.
- B. All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in subsection D of this section, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies of excerpts, or by incorporation by reference. The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position.
- C. Every party shall have the right of cross-examination of witnesses who testify and shall have the right to submit rebuttal evidence.
- D. The code hearings officer may take notice of judicially cognizable facts, and the code hearings officer may take official notice of general, technical, or scientific facts within the specialized knowledge of city employees. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision, of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.
- E. No sanction shall be imposed or order issued except upon consideration of the whole record as supported by, and in accordance with reliable, probative, and substantial evidence.
- F. The city may be represented by the city attorney in any proceedings before the code hearings officer.

(Ord. 99-1004 §1 (part), 1999)

1.24.150 Continuance of tenancy.

After issuance of a notice of hearing, and until such time as the code hearings officer issues a final decision, neither the respondent(s) nor the city official initiating the hearing shall take any action that results in the vacation of a building used for residential occupancy without the permission of the code hearings officer, except that in cases where buildings are found to be imminently hazardous, the building official or fire marshal may order the building vacated if no other reasonable means are available to eliminate the imminent hazard.

(Ord. 99-1004 §1 (part), 1999)

1.24.160 Interim, proposed, consent and final orders.

- A. The code hearings officer may enter an interim order, effective for a period not to exceed ninety days, when the code hearings officer finds that such relief is justified to protect public health or safety before a final hearing on the merits. The interim order may include an order to abate, repair or comply and shall be treated for purposes of this chapter as a final order. Before entering such an order, the code hearings officer shall provide the respondent(s) with an opportunity to be heard as may be available in the circumstances.
- B. In those cases in which it is appropriate, the code hearings officer may prepare and mail to all parties, a proposed order including findings of fact and conclusions of law. Such a proposed order shall become final on the date specified in the order, which date shall not be less than fourteen days after such mailing, unless the code hearings officer finds that an existing violation is imminently dangerous to the health, safety, or property of any person or of the public, in which case the order may specify an earlier date.
- C. The code hearings officer may order dismissal or grant other relief in a case if the city representative and the respondent(s) consent and shall, in such cases, set forth the terms of such dismissal or relief as the parties and the code hearings officer have agreed. A consent order may provide for a continuing obligation on the part of the parties and be a separate ground for complaint if such obligation is violated.
- D. The code hearings officer shall terminate all cases with a final order, whether dismissing or ordering relief in such cases through consent or otherwise.

(Ord. 99-1004 §1 (part), 1999)

1.24.170 Orders.

- A. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
- B. Unless otherwise stipulated, a final order shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the code hearings officer's order. The findings of fact and conclusions of law may be orally stated on the record by the code hearings officer and those findings and conclusions incorporated in the written order by reference.
- C. The code hearings officer shall notify the parties to a proceeding of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to each party or, if applicable, the party's attorney of record.
- D. Every final order shall include a citation of the chapter under which the order may be appealed or judicially reviewed.

(Ord. 99-1004 §1 (part), 1999)

1.24.180 Petitions for reconsideration, rehearing.

- A. A party or parties may file a petition for reconsideration or rehearing on a final order with the code hearings officer within thirty days after the order is mailed.
- B. The petition shall set forth the specific ground or grounds for requesting the reconsideration or rehearing. The petition may be supported by written argument.

(Supp. No. 50)

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- C. The code hearings officer may grant a request for reconsideration if good and sufficient reason therefor appears. If the petition is granted, an amended order shall be issued.
 - D. The code hearings officer may grant a rehearing petition if good and sufficient reason therefor appears. The rehearing may be limited by the code hearings officer to specific matters. If a rehearing is held, an amended order may be issued.
 - E. The code hearings officer, at any time, and upon a showing of due diligence, may set aside, modify, vacate or stay any final order, or re-open any proceedings for additional hearing when necessary to prevent a clear and manifest injustice to a party or parties or other person adversely affected by such order.

(Ord. 99-1004 §1 (part), 1999)

1.24.190 Judicial review.

Review of the final order of a code hearings officer under this title by any aggrieved party, including the city, shall be solely and exclusively by writ of review to the circuit court of Clackamas County, Oregon, as provided in ORS 34.010-34.100.

(Ord. 99-1004 §1 (part), 1999)

1.24.200 Order to comply-Abatement and repair.

- A. The code hearings officer may order a party or parties found in violation of the city code or any applicable rule or regulation issued thereunder to comply with the provisions of the code or the applicable rule or regulation within such time as the code hearings officer may by order allow. The order may require such party or parties to do any and all of the following:
 - 1. Make any and all necessary repairs, modifications, or improvements to the structure, real property, or equipment involved;
 - 2. Abate or remove any nuisance;
 - 3. Change the use of the building, structure, or real property involved;
 - 4. Install any equipment necessary to achieve compliance;
 - 5. Pay to the city a civil penalty of up to one thousand dollars per day or such greater amount as may be authorized by this code or any rules or regulations adopted thereunder;
 - 6. Undertake any other action reasonably necessary to correct the violation or mitigate the effects thereof.
- B. In the event any party fails to comply with any provision of an order of the code hearings officer, except a provision requiring the payment of a civil penalty only, the code hearings officer may authorize the city to undertake such actions as the code hearings officer may determine are reasonably necessary to correct the violation or eliminate or mitigate the effects thereof. The city's reasonable costs of such actions may be recovered against the affected real property pursuant to this chapter or by any means provided by law.
- C. The code hearings officer, in addition to the powers set out in subsections A and B of this section, in an appropriate case, may:
 - 1. Authorize the appropriate officer or agent of the city to act pursuant to the code;
 - 2. Provided notice has been given to tenants, residents, and lessees, order a building or structure vacated or demolished when it reasonably appears that such measures are reasonably required to protect the

health, safety, or property or the general public, the residents of the structure, or that of adjacent landowners and residents. Where vacation or demolition is ordered, the code hearings officer may direct that the person found in violation of the code undertake any and all interim measures as may be necessary to protect the health, safety, or property or the general public;

3. Act as the building code board of appeals in a case already before the code hearings officer and which requires interpretation of this code;
4. Require the party or parties found in violation of this code to prepare a cost estimate of the repairs made necessary to achieve compliance with the code and the impact of these repairs will have on the cost of doing business and, if applicable, future rent levels. In assessing the cost estimate under this subsection, the code hearings officer may require the person found in violation to contact public and private agencies, institutions, and other sources of property improvement funds to determine the availability of funds needed for repairs.

(Ord. 99-1004 §1 (part), 1999)

1.24.210 Assessments.

- A. Costs incurred by the city for any actions authorized by the code hearings officer pursuant to this chapter and any civil penalty imposed as a result of an order of the code hearings officer shall be an assessment lien upon the property subject to the order.
- B. If a residential structure is ordered vacated pursuant to this code and the city relocates the tenants of such property, then the cost incurred by the city for relocating the tenants as provided by state law shall be an assessment lien upon the property vacated and from which the tenants are relocated.
- C. The city agency incurring such costs shall furnish a statement of such costs to the owner, in person or by United States mail, postage prepaid and addressed to the owner(s) at the owner(s) residence or place of business, and shall file a copy of such statement for the code hearings officer with proof of service attached. If no objection to such statement is filed with the office of the code hearings officer within fifteen days from the date of service or mailing, the code hearings officer shall certify such statement and forward the same to the city recorder who shall forthwith cause the lien to be recorded in the manner of all city liens.
 1. If an objection to the statement is received within the fifteen-day period, the code hearings officer shall schedule and hold an appeal hearing pursuant to this chapter and the rules adopted by the code hearings officer thereunder. After the hearing, the code hearings officer shall certify such statement, or so much of it as he determines is correct and proper, and forward it to the city Recorder who shall cause it to be recorded in the manner of all city liens.
 2. The code hearings officer shall certify to the city recorder the amount of any civil penalty imposed under any order of the code hearings officer and the city recorder shall cause the certification to be recorded in the manner of all city liens. The lien imposed for the civil penalty shall be in addition to any lien imposed for costs actually incurred by the city.
 3. The city agency incurring costs or providing services may file separate statements for the costs and services furnished as each is incurred or provided.
 4. Liens imposed pursuant to this title shall be collected in all respects as provided for this code and state law.
- D. In addition to the lien imposed under this section, any person found to be in violation of the code by the code hearings officer shall be personally liable for costs incurred by the city pursuant to this chapter and for any civil penalty imposed by order of the code hearings officer. In cases of persons found to be in violation of

this chapter as owners of property, the persons shall be personally liable hereunder only if they have control of the property, the legal authority to correct the violation, and knowingly have committed the violation.

1. The civil penalty shall be as set forth in the city code, except if no penalty is stated, the code hearings officer may assess a civil penalty of not more than three hundred dollars.

(Ord. 99-1004 §1 (part), 1999)

1.24.220 Jurisdiction of appeals.

- A. Whenever, pursuant to any portion of this code, a person has the right of appeal to the code hearings officer from any city agency decision or determination, such appeal shall be in accordance with the procedures and under the conditions set forth in this chapter.
- B. No person shall have a right of appeal to the code hearings officer unless the right of appeal is expressly provided for in this code.

(Ord. 99-1004 §1 (part), 1999)

1.24.230 Initiation of appeals.

- A. Unless otherwise specified in this code, a request for an appeal hearing shall be filed within ten days after the date of the decision or determination.
- B. The request for an appeal hearing shall be in writing and shall contain either a copy of, or a full and complete description of, the decision or determination appealed from and a statement of grounds upon which it is contended that the decision or determination is invalid, unauthorized, or otherwise improper, together with such other information as the code hearings officer may by rule require. The code hearings officer may specify and provide hearing request forms to be used by persons requesting hearings.

(Ord. 99-1004 §1 (part), 1999)

1.24.240 Hearings.

- A. Upon receipt of a request for hearing, the code hearings officer shall schedule and hold an appeal hearing within thirty days after receipt of such request.
- B. Notice of the time, date, and place of hearing shall be given to the person requesting the hearing and to the city agency whose decision or determination is being appealed. Notice may also be given to any person who reasonably appears may be adversely affected should the decision or determination not be sustained after hearing. The code hearings officer may provide by rule for the manner of providing notice to such persons.
- C. The time for hearing may be extended by the code hearings officer for good cause shown, upon such terms and conditions as the code hearings officer shall deem just and appropriate.

(Ord. 99-1004 §1 (part), 1999)

1.24.250 Hearings procedure.

- A. Hearings shall be conducted in accordance with the procedures set forth in this title.
- B. With the consent of all parties, the code hearings officer may determine the matter without hearing upon the record.

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- C. The code hearings office may sustain, modify, reverse, or annul the decision or determination appealed from or the code hearings officer may remand the decision or determination to the city agency for such reconsideration, additional consideration, or further action as the code hearings officer may direct.
 - D. The decision or determination appealed from shall be reviewed de novo by the code hearings officer.
- (Ord. 99-1004 §1 (part), 1999)

1.24.260 Review of code hearings officer's final order.

The determination of the code hearings officer in an appeal is a quasi-judicial decision and is not appealable to the city commission; appeals from any final order by the code hearings officer shall be by writ of review to the circuit court of Clackamas County, Oregon, as provided in ORS 34.010-34.100.

(Ord. 99-1004 §1 (part), 1999)

Chapter 12.08 PUBLIC AND STREET TREES¹

12.08.010 Purpose.

The purpose of this chapter is to:

- A. Develop tree-lined streets to protect the living quality and beautify the city;
- B. Establish physical separation between pedestrians and vehicular traffic;
- C. Create opportunities for solar shading;
- D. Improve air and water quality; and
- E. Increase the community tree canopy and resource.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.015 Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the Metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the public works department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection B below. The community development director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.
- B. The following clearance distances shall be maintained when planting trees:
 - 1. Fifteen feet from streetlights;
 - 2. Five feet from fire hydrants;
 - 3. Twenty feet from intersections;
 - 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.).
- C. All street trees planted in conjunction with development shall be a minimum of two inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 12.08 in its entirety to read as herein set out. Former Chapter 12.08, §§ 12.08.010—12.08.050, pertained to similar subject matter, and derived from Ord. No. 08-1014, adopted July 1, 2009.

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- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.
 - E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.
 - F. All trees planted beneath powerlines shall be selected based on what is appropriate for the location. In addition, the tree species shall be approved by the associated franchise powerline utility company.
 - G. Tree species, spacing and selection for stormwater facilities in the public right-of-way and in storm water facilities shall conform to requirements of OCMC 13.12 and the adopted stormwater and grading design standards and be approved by the city engineer.
 - H. Any public or street trees planted within the natural resource overlay district shall conform to the applicable requirements of OCMC 17.49, Natural Resources Overlay District (NROD).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.025 General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum eight-foot clearance above all sidewalks, ten-foot clearance in clear vision areas pursuant to OCMC 10.32, and fourteen-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. A), 5-3-2023; Ord. No. 25-1004, § 1(Exh. A), 4-16-2025)

12.08.030 Public property tree maintenance.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs in all public rights-of-way and public grounds, as may be necessary to ensure public safety or to preserve and enhance the symmetry or other desirable characteristics of such public areas. The public works department and parks and recreation department may recommend to the community development director the removal of any tree or part thereof which is in an unsafe condition or may be injurious to above or below-ground public utilities, structures or other public improvements. Removed trees shall be replaced in accordance with this chapter or the mitigation requirements of the OCMC 17.49, Natural Resources Overlay District (NROD), if the tree to be removed is within the NROD.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.035 Tree removal and replacement.

Existing street trees, trees in the right-of-way, and trees on public property shall be retained and protected during development unless removal is specified as part of a land use approval or in conjunction with a public capital improvement project, in accordance with OCMC 17.41. Tree removal shall be mitigated by the following:

- A. A dead, diseased, or hazardous street tree, as determined by a certified arborist and approved by the city manager or designee, may be removed if replaced with one new tree for each dead, diseased, or hazardous tree that is removed.

1. Hazardous trees which have raised the adjacent sidewalk in a manner which does not comply with the Americans with Disabilities Act may be removed and replaced without a report from a certified arborist, as defined in OCMC 17.04.082.
 2. All replacement street trees under this section shall have a minimum one and one-half inch caliper trunk measured six inches above the root crown.
- B. Removed trees that are not determined to be dead, diseased, or hazardous shall be replaced in accordance with Table 12.08.035. All replaced street trees shall have a minimum one and one-half inch caliper trunk measured six inches above the root crown.

Table 12.08.035

Replacement Schedule for Trees Determined to be Dead, Diseased or Hazardous by a Certified Arborist		Replacement Schedule for Trees Not Determined to be Dead, Diseased or Hazardous by a Certified Arborist	
Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted	Diameter of tree to be Removed (Inches of diameter at 4-ft. height)	Number of Replacement Trees to be Planted
Any Diameter	1 Tree	Less than 6"	1 Tree
		6" to 12"	2 Trees
		13" to 18"	3 Trees
		19" to 24"	4 Trees
		25" to 30"	5 Trees
		31" and over	8 Trees

- C. Removed trees shall be replaced by approved tree species:
1. Within the right-of-way abutting the same frontage; and
 2. Subject to the requirements under OCMC 12.08.015.
- D. If an applicant can demonstrate to the satisfaction of the city manager or designee that a sufficient location to replant tree(s) according to subsection C is not available, the city manager or designee may allow:
1. Installation of replacement tree(s) in one of the following alternative locations:
 - a. Within the right-of-way abutting another property, with abutting property owner approval; or
 - b. On public property, with city manager or designee approval; or
 - c. Within ten feet of the right-of-way in the abutting private yard; or
 2. As a last resort, a fee in lieu of replacing the tree(s), subject to the following:
 - a. The applicant must demonstrate, to the satisfaction of the city manager or designee, that none of the alternative replanting options in section D.1 is sufficient for replanting.

-
- b. Is to be placed into a city fund dedicated to obtaining trees, planting trees, and/or tree education in Oregon City.

E. Exceptions:

1. Trees that are listed as invasive non-native, nuisance, prohibited, or noxious vegetation species as defined in OCMC 17.04.605, may be removed without replacement or fee in lieu of replacement.
2. Trees in planter strips three feet or less in width may be removed without replacement or fee in lieu of replacement.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 2023-1004, § 1(Exh. B), 5-3-2023)

12.08.045 Gifts, fee-in-lieu of planting, and funding.

The city of Oregon City may accept gifts, which are specifically designated for the purpose of planting or maintaining trees within the city. The community development director may allow a fee-in-lieu of planting the tree(s) to be placed into a city fund dedicated to planting trees in Oregon City. The community development director may determine the type, caliper and species of the trees purchased with the fund. The cost of each tree may be adjusted annually based upon current market prices for materials and labor as calculated by the community development director. A separate fund shall be established and maintained for revenues and expenditures created by activities specified in this chapter. The natural resources committee shall have authority on behalf of the city to seek grants and alternative funding for tree projects. Funds from such grant awards shall be administered by the city pursuant to this section.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

12.08.050 Violation—Penalty.

The violation of any provision of this chapter shall constitute a civil infraction, subject to code enforcement procedures of OCMC 1.16 and/or OCMC 1.20.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Ann Griffin, Economic Development Coordinator

SUBJECT:

Item 9.a. - Adaptive Reuse Building Rehabilitation Program Application for 706-708 Main Street

STAFF RECOMMENDATION:

Review the proposal from T5 Equities for the renovation of the commercial property at 706-708 Main Street and determine whether or not the project should move forward in the Adaptive Reuse Building Rehabilitation program.

EXECUTIVE SUMMARY:

The Adaptive Reuse Building Rehabilitation Program is designed to support reinvestment in Oregon City's downtown, reduce the amount of underutilized spaces in older buildings and create new commercial spaces. T-5 Equities will build additional commercial spaces on the first floor including the creation of a new, additional storefront space.

BACKGROUND:

T5 Equities is a domestic LLC registered in the State of Oregon and based in Oregon City. The firm owns three commercial buildings on Main Street. In addition to the 706-708 Main Street building, T5 Equities also owns the McCald building at 712 Main Street and the Mason Lodge building at 709 Main Street.

The Adaptive Reuse Building Rehabilitation application was submitted by Chris Edmiston and Race Clark. The proposed \$344,000 building renovation includes \$85,000 for the installation of a new HVAC system and new air ducts on the first floor and planned interior improvements. The interior improvements include the development of new interior walls and restored flooring. The restoration work will include a new storefront space and new street entrance. The general project budget is included in the attached presentation.

OPTIONS:

1. Approve the proposed commercial rehabilitation project at 706-708 Main Street for the Adaptive Reuse Building Rehabilitation Program.
2. Approve the proposed commercial rehabilitation project at 706-708 Main Street for the Adaptive Reuse Building Rehabilitation Program with Amendments.
3. Deny the proposed commercial rehabilitation project at 706-708 Main Street for the Adaptive Reuse Building Rehabilitation Program and provide further direction.

BUDGET IMPACT:

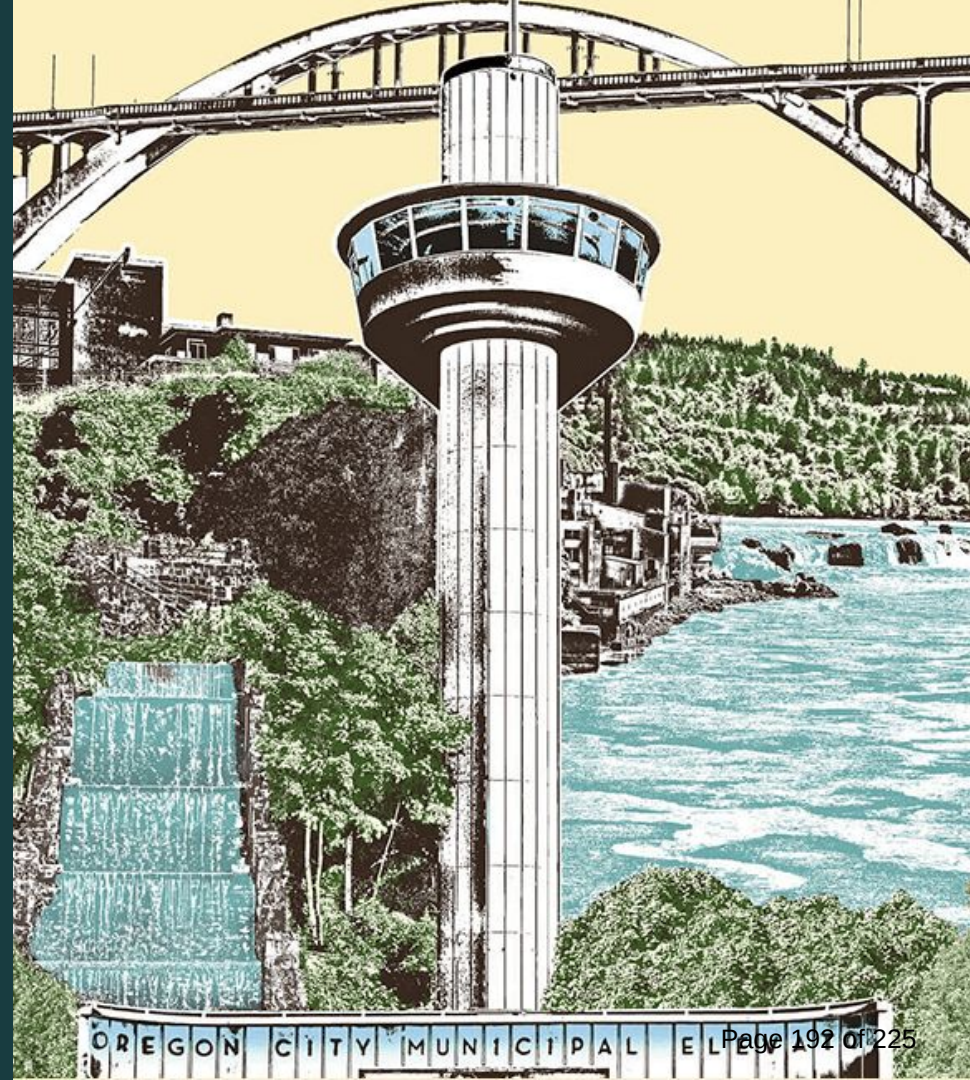
Amount	\$125,000
Fiscal Year(s):	2027
Funding Source(s):	General Fund
Included in Approved Budget:	Yes

Item #	Building	Work item	Cost estimate	Category	Notes
1	708	Replace building HVAC equipment	\$70,000	Hard-cost facility upgrades	Based on contractor quotes
2	708	Reconfigure air handler/ duct L1	\$15,000	Hard-cost facility upgrades	Based on contractor quotes
3	708	Roof repairs	\$10,000	Exterior renovations	
4	708	Selective demo L1	\$15,000	Interior demo	Based on contractor quotes
5	708	Framing/ drywall L1	\$120,000	Improvements/ expansion	Based on contractor quotes
6	708	Replace wall finishes L1	\$15,000	Improvements/ expansion	
7	708	Painting L1	\$13,000	Improvements/ expansion	Based on contractor quotes
8	708	Re-finish historic flooring L1	\$15,000	Improvements/ expansion	Based on contractor quotes
9	708	New front entry door	\$10,000	Improvements/ expansion	
10	708	ADA upgrades	\$30,000	Improvements/ expansion	Based on permit dept
11	All	Contingencies/ unforeseen conditions	\$30,000	Improvements/ expansion	10% of project costs
12	All	Engineering/ arch fees	\$8,000	Engineering/ arch fees	Based on designer quotes
13	All	Permit fees	\$3,000	Permit fees	Based on early feedback from permit dept
		TOTAL	\$354,000		

T5 Equities
Aug 26, 2026

Adaptive Reuse Proposal

706 / 708 – Delta Building



706/ 708

Delta Building



Overview

1

Project
Background

2

Selective
Demolition

3

Re-shaping
spaces

4

Occupant
comfort

5

Updating
finishes

6

Project Budget

7

Concept
photos

8

Questions

Project Background

Vacancies

- COVID heavily disrupted commercial office leasing
- Historic courthouse relocation moved many tenants
- Large anchor tenants were lost and never replaced
- 706/ 708 has been **mostly vacant for over 2 years**

Tenant placement challenges

- Buildings were configured for larger tenants; now harder to come by
- Courthouse related tenants are no longer interested in this area**
- Smaller spaces attract a wider pool of tenants
- Market-wide commercial vacancies require updated spaces to compete

Remodel challenges

- High vacancies have eliminated cashflow
- Minimal funds available for major repairs, re-configuring spaces, or updating spaces

Selective Demolition



Selective Demolition

-Level 1 has a lot of partial height partitions which constrict entryways and limit possible space usage. Removing the partitions will adapt the space and allow for new uses.

Level 1



Re-shaping spaces



Level 1

-Level 1 currently has two leasable spaces. One of them is overly large and has been very difficult to lease. It will receive additional full height partitions to allow it to fit two smaller tenants.

-The building is currently configured with only two storefronts. Adding partitions to Level 1 will activate a third storefront to allow for more businesses.

Level 1



Level 1

**CURRENT
FLOOR
PLAN**

LEVEL 1



Level 1

**PROPOSED
FLOOR
PLAN**
LEVEL 1



Storefront



Occupant Comfort



Level 1

-An aging HVAC system has frequent breakdowns, is expensive to run, and struggles to keep spaces cool in the summer.

Level 2

-Level 2 relies on additional window air conditioners at the south face of the building. The HVAC system will be expanded to serve the entire floor.

HVAC



Level 2



Updating Finishes



Level 1 / Level 2

- Outdated, dark wall finishes will be replaced with clean, modern drywall.
- Darker paint colors will be replaced with bright white paint.
- Wood trim and paneling will be selectively removed.
- Historic flooring will be restored and replaced where needed.

Level 1



Level 1



Level 2



Project Budget

Item	Work item	Cost estimate	Category	Notes
1	Replace building HVAC equipment	\$70,000	Hard-cost facility upgrades	Based on contractor quotes
2	Reconfigure air handler/ duct L1	\$15,000	Hard-cost facility upgrades	Based on contractor quotes
3	Roof repairs	\$10,000	Exterior renovations	
4	Selective demo L1	\$15,000	Interior demo	Based on contractor quotes
5	Framing/ drywall L1	\$100,000	Improvements/ expansion	Based on contractor quotes
6	Replace wall finishes L1	\$15,000	Improvements/ expansion	
7	Painting L1	\$13,000	Improvements/ expansion	Based on contractor quotes
8	Painting L2	\$15,000	Improvements/ expansion	
9	Re-finish historic flooring L1	\$15,000	Improvements/ expansion	Based on contractor quotes
10	New front entry door	\$10,000	Improvements/ expansion	
11	ADA upgrades	\$30,000	Improvements/ expansion	Based on permit dept
12	Contingencies/ unforeseen conditions	\$25,000	Improvements/ expansion	10% of project costs
13	Engineering/ arch fees	\$8,000	Engineering/ arch fees	Based on designer quotes
14	Permit fees	\$3,000	Permit fees	Based on early feedback from permit dept
	TOTAL	\$344,000		

Concept Photos

Concept
Photos



Concept Photos



Concept Photos



Concept Photos

24



Concept
Photos



Questions?



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: September 2, 2026

From:

SUBJECT:

Item 9.b. - Community Survey Questions

STAFF RECOMMENDATION:

Staff requests approval of the two questions concerning citizen support for additional funding and project prioritization to be included in the Community Survey.

EXECUTIVE SUMMARY:

The City will soon be conducting its biannual Community Survey to start prepping for the coming biennium. The City generally includes two questions that are tailored to current issues on which the City is focused. The questions for this year's survey are being presented to the Commission for final approval before the survey goes out this fall.

BACKGROUND:

Oregon City conducts a Community Survey every two years as part of the Commission's process of drafting priorities for the coming biennium. The survey generally remains the same for each iteration in order to provide meaningful metrics that can be compared against past results. However, the City does have the option of including a pair of questions that can change to reflect current issues or concerns facing the community at the time.

During the past survey, a pair of questions were included that were meant to gauge community sentiment and interest regarding improvements to two aging facilities: The swimming pool and the End of the Oregon Trail. The Parks and Recreation department has been and will continue to be engaged in extensive community outreach efforts surrounding the future of the two facilities. The following questions have been crafted by Communications and Parks and Recreation staff to compliment the ongoing outreach efforts while also remaining relevant enough to the prior iterations of the question to glean pertinent, comparable data.

The Parks and Recreation Department has hosted multiple community engagement opportunities this year, where residents expressed their interest in improvements being made to a pair of aging city-owned facilities: The Oregon City Swimming Pool and the End of the Oregon Trail Center and Park. Replacement and redevelopment plans are being explored for both, which would require investments beyond currently available city funds to complete. Voter approval of a funding ballot measure, such as a bond or other tax increase mechanism, will likely be needed to raise the money for one or both projects. Would you be willing to support such a funding measure to support a new Swimming Pool & Recreation Center or redevelopment of the End of the Oregon Trail Center and Park?

YES____ NO____

Of the two projects, which would you prefer that the City prioritize?

Pool/Rec Center _____

End of the Oregon Trail _____

Both _____

Neither _____

OPTIONS:

1. Approve [Community Survey Questions].
2. Approve [Community Survey Questions] with Amendments.
3. Deny [Community Survey Questions] and provide further direction.

BUDGET IMPACT:

Amount	\$14,500
Fiscal Year(s):	2026/2027
Funding Source(s):	General Fund
Included in Approved Budget:	Yes

Q9. Recent evaluations have shown that some of Oregon City's parks facilities, such as the pool and the End of the Oregon Trail, are unable to meet residents' needs due to the facilities' age and size. Additional funds would be needed for the specific purpose of constructing facilities capable of meeting the demands of residents now and in the future. Please indicate if you would support any of the following methods to raise those funds if they were specifically dedicated to those projects.

<u>Q9. What methods would you support to raise funds</u>	<u>Number</u>	<u>Percent</u>
Park utility fee	96	27.8 %
Bonds	129	37.4 %
Tax increase	47	13.6 %
Levy	66	19.1 %
None. I don't support additional funding for these projects	122	35.4 %
Total	460	

WITHOUT "NONE"

Q9. Recent evaluations have shown that some of Oregon City's parks facilities, such as the pool and the End of the Oregon Trail, are unable to meet residents' needs due to the facilities' age and size. Additional funds would be needed for the specific purpose of constructing facilities capable of meeting the demands of residents now and in the future. Please indicate if you would support any of the following methods to raise those funds if they were specifically dedicated to those projects. (without "none")

<u>Q9. What methods would you support to raise funds</u>	<u>Number</u>	<u>Percent</u>
Bonds	129	57.8 %
Park utility fee	96	43.0 %
Levy	66	29.6 %
Tax increase	47	21.1 %
Total	338	

Q9a. If you would support additional costs, which facility would you most like to see the City prioritize?

Q9a. Which facility would you most like to see City

prioritize	Number	Percent
Pool/Recreation Center	107	48.0 %
End of the Oregon Trail	27	12.1 %
Both	59	26.5 %
Neither	11	4.9 %
Not provided	19	8.5 %
Total	223	100.0 %

WITHOUT "NOT PROVIDED"

**Q9a. If you would support additional costs, which facility would you most like to see the City prioritize?
(without "not provided")**

Q9a. Which facility would you most like to see City

prioritize	Number	Percent
Pool/Recreation Center	107	52.5 %
End of the Oregon Trail	27	13.2 %
Both	59	28.9 %
Neither	11	5.4 %
Total	204	100.0 %



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 2, 2026
From: Kelly Hart, Community Development Director

SUBJECT:

Item 9.c. - 2027–28 League of Oregon Cities Legislative Priority Ballot Selection

STAFF RECOMMENDATION:

Staff recommends that the City Commission review the proposed ranked list of five legislative priorities and direct staff to submit Oregon City's 2027–28 League of Oregon Cities legislative priority ballot accordingly, with any amendments the Commission directs.

EXECUTIVE SUMMARY:

The League of Oregon Cities (LOC) has opened voting on its 2027–28 legislative agenda. Each member city submits one ballot ranking its top five priorities from the recommendations advanced by the League's policy committees, and ballots are due at 5 p.m. on September 25, 2026. To develop Oregon City's ballot, staff requested individual priority lists from members of the City Commission and received four, identifying eleven distinct items. Staff evaluated those submissions on breadth — the number of members prioritizing an item, and intensity, where each member placed it within their own list, and recommends the ranked selections set out below.

BACKGROUND:

Recommended Priority Selections

The selections below are derived from the individual priority responses submitted by members of the City Commission. Each reflects both how many members prioritized the item and how highly they ranked it within their own list. On that basis, staff recommends that Oregon City rank its 2027–28 LOC legislative priorities as follows. Table 1 shows how each selection was derived.

1. Infrastructure Funding. The only item prioritized on all four submissions. Water infrastructure and broadband were each identified separately and fall within this recommendation, so ranking it first carries three submissions' infrastructure interests at once.

2. 2027 Transportation Package. The City's 2026 request for state capital funding toward the Highway 213/Beavercreek Road intersection was not included in the short session capital package. A comprehensive 2027 package is the most likely vehicle for that project and for local street maintenance funding generally.

3. Funding and Coordination for Shelter and Homeless Response. The coordination element is the more consequential half for Oregon City. The division of responsibility among state, county, and city continues to generate operational uncertainty that funding alone does not resolve.

4. Strengthening Economic and Workforce Development. The City's enterprise zone and Tumwata Village work allow Oregon City to speak specifically rather than generally on this priority, which matters when the League seeks member cities to provide testimony.

5. Public Meetings Law Clarity. The City testified on three public meetings bills during the 2026 short session and wrote to the Governor in support of HB 4177. This selection continues an established City position rather than opening a new one.

Basis for the Recommendation

Four individual priority lists were received from members of the City Commission. Staff scored each item two ways. Breadth is the number of members prioritizing it, out of four. Intensity is a rank-weighted score, with the highest-listed item on each list receiving five points down to one point for the fifth; one seven-item list was normalized to the same five-point scale. The two measures are reported separately because they diverge. Intensity assumes each list was ordered by preference — reasonable for the two sequential lists, less certain for the two submitted as bullets. Any member whose list was not intended as ranked should say so, as it would change the order.

Table 1

Commissioner Priority Submissions by Breadth and Intensity

Item	Prioritized By	Intensity	Disposition
Infrastructure funding	4*	14.0	Rank 1
2027 Transportation Package	3	12.3	Rank 2
Shelter and homeless response	2	9.0	Rank 3
Economic and workforce development	3	7.9	Rank 4
Public meetings law clarity	3	7.6	Rank 5
Targeted prevailing wage changes	2	7.0	Not carried

Broadband access	1	2.1	Within rank 1
Administrative Procedures Act reform	1	2.0	Not carried
Citizen involvement in processes	1	1.4	No ballot item
Community energy resilience	1	1.0	Not carried
No further land use program changes	1	0.7	No ballot item

Note. Prioritized By is the breadth measure described above: the number of submissions, out of four, on which the item appeared. Intensity is the rank-weighted score, normalized to a five-point scale. *One submission identified water infrastructure funding specifically.

The two measures point in different directions at the margin. Selecting on breadth alone would drop shelter and homeless response, which only two members prioritized, and those two ranked them first and second. Selecting on intensity alone would drop public meetings law clarity, which three members prioritized, but none ranked highly. The recommended list carries both. Of the items that did not make the five, broadband falls under infrastructure funding, and targeted prevailing-wage changes bear directly on the delivery cost of that same infrastructure. It is also relevant that under the League's process, recommendations that fall short of the final priority list are not dropped from its advocacy; they remain part of the general lobbying work of its intergovernmental relations staff.

Next Steps

Ballots are due to the League at 5 p.m. on September 25, 2026, and each member city submits one. The League's Board of Directors will review the member vote and adopt the 2027–28 legislative agenda at its October meeting, so Commission direction is needed before the September 25 deadline. Staff will confirm the final recommendation titles against the League's Voter's Guide before submitting. Items not carried onto the ballot, along with the City's project-specific funding requests, remain available for the City's own legislative agenda, which staff will bring forward separately in advance of the 2027 session.

OPTIONS:

1. Direct staff to submit Oregon City's 2027–28 LOC legislative priority ballot as ranked in this report.
2. Direct staff to submit the ballot with amendments to the ranking or composition.
3. Provide alternative direction, noting the September 25, 2026 ballot deadline

BUDGET IMPACT:

None anticipated at this time.