



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 19, 2025 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
- Register to provide electronic testimony (email recorderteam@orc.org 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

EXECUTIVE SESSION

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- a. Oregon Department of Forestry Presentation on Emerald Ash Borer
- b. Updates from Seth Henderson, Level Development NW, on the Redevelopment of the Courthouse Property on Main Street

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- a. Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission
- b. DMMO's Coordination and Marketing Plans
- c. Investment Policy Annual Reapproval
- d. Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park
- e. Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services
- f. Minutes of the September 10, 2024 City Commission Work Session
- g. Minutes of the February 19, 2025 City Commission Regular Meeting
- h. Minutes of the March 04, 2025 City Commission Special Interview Meeting

- i. Minutes of the March 05, 2025 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street
- b. Ordinance 25-1016 - An ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 19, 2025
From: Scott Archer, Parks and Recreation Director
Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 5.a. - Oregon Department of Forestry Presentation on Emerald Ash Borer

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Staff from Oregon Department of Forestry will present on emerald ash borer (EAB), an invasive pest that will affect ash trees in our region. This presentation will include information on recent discoveries of EAB in the Metro region, including a discovery near Oregon City. Staff will also discuss the statewide Emerald Ash Borer Readiness and Response Plan and how cities can prepare for handling the effects of EAB in their jurisdictions.

BACKGROUND:

The Emerald Ash Borer (*Agrilus planipennis*) was first observed locally on June 30, 2022 in Forest Grove. It is an invasive, emerald green beetle species that has killed countless ash trees in the midwest and on the east coast over the last 20 years. Locally, the trees most at risk are the native Oregon ash species (*Fraxinus latifolia*), as well as non-native ash species commonly used as street and landscape trees in Oregon City. Reports of EAB increased in 2025, including a report three miles southeast of Oregon City in Clackamas County.

Adults are a bright, metallic "emerald" green. They bore into ash tree bark, causing tree canopy thinning and dieback because they disrupt the tissues that conduct water and nutrients throughout the tree. These beetles leave characteristic "D"-shaped exit holes in ash tree bark approximately 1/8-inch in diameter. They emerge in late May and June. Heavy infestations can kill susceptible trees in a couple of years.

OPTIONS:

TBD

BUDGET IMPACT:

Amount TBD
Fiscal Year(s):

Funding Source(s):



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 19, 2025
From: Jakob Wiley, City Recorder

SUBJECT:

Item 7.a. - Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-36, updating the appointment process for Planning Commission (PC), Historic Review Board (HRB), and Urban Renewal Commission (URC) members.

EXECUTIVE SUMMARY:

On November 5, 2025, the City Commission discussed options to update the current appointment policy adopted with Resolution 22-35. The consensus was to revise the process to include a pre-screen of the candidates prior to holding the interviews. Thereafter, staff reviewed and made further adjustments to the policy, as summarized below.

BACKGROUND:

The attached policy includes the following changes:

- The revised policy now includes a pre-screen of candidates during the first meeting in December. This date was selected to provide the longest possible application period and also provide enough time in December to hold interviews.
- The revisions to the policy now include additional flexibility if the interviews cannot be scheduled in December and must be held in January.
- The policy now extends the terms of any member whose term ends, but no replacement has been selected in case appointments are delayed into the next year. Term extensions due to a lack of replacement are an existing, but unwritten, policy.
- The prior policy required that all appointments occur after January 1 each year to ensure the input of newly elected commissioners are represented in the selection. However, this is not a concern in non-election years and delays appointments. The revisions include allowing the City Commission to select their favored candidates immediately after the interviews in non-election years.
- The Urban Renewal Commission appointments have been added to the policy for consistency. Appointments to the URC were conducted in essentially the same manner as PC and HRB, though less frequently. Terms of the appointed URC members are staggered such that one term ends every odd-numbered year.

OPTIONS:

1. Approve Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission.
2. Approve Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission with Amendments.
3. Deny Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission and provide further direction.

BUDGET IMPACT:

N/A

RESOLUTION NO. 25-36

A RESOLUTION ADOPTING A PROCESS FOR THE APPOINTMENT OF PLANNING COMMISSION AND HISTORIC REVIEW BOARD MEMBERS

WHEREAS, With the passage of Ballot Measure 3-580, the City Commission appoints members to the Planning Commission (PC) and the Historic Review Board (HRB) instead of the Mayor alone; and

WHEREAS, The City Commission approved Resolution 22-35, which adopted the previous interview procedure for the PC and HRB, which was added to the Commission's Rules of Procedure adopted with Resolution 23-22, and

WHEREAS, The Commission seeks to revise this process to allow for an initial review of applications prior to interviews, include the Urban Renewal Commission in the same process, and modify the timeline to allow more flexibility in the interview schedule.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission adopts the updated PC, HRB, and URC Appointment Procedure Policy attached as Exhibit A to this resolution with the changes identified in the underlined and red text in Exhibit B.

Section 2. The revised policy shall be included as an addendum to the existing Rules of Procedure (adopted via Resolution 23-22) and incorporated in the next update.

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

Approved and adopted at a regular meeting of the City Commission held on the 19th day of November 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 19th day of November 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

**Oregon City Planning Commission, Historic Review Board, and Urban Renewal Commission
Appointment Procedure Policy**

Section 1. – Deadline for Applications

The deadline to submit an application for appointment to the Planning Commission (PC), Historic Review Board (HRB), and Urban Renewal Commission (URC) shall be the third Friday in November each year for the terms starting in the beginning of the next year.

Section 2. – Interviews for Applicants

During the first meeting in December each year, the City Commission shall review the current applications and select the applicants it wishes to interview. Interviews for the applicants shall be scheduled during a City Commission meeting (or meetings) held in December or January each year.

If there are no applicants, no one is selected to be interviewed, or no one is selected after interviews for a certain body, the City Commission may reopen the application period for a time determined by the City Commission and conduct interviews as soon as practicable.

Section 3. – Selection of Appointees in Election Years

In election years, the City Commission shall vote to appoint applicants to their respective positions after newly elected City Commissioners are seated. In non-election years, the City Commission may vote to select their chosen candidates during the same meeting as the interviews or during a meeting thereafter.

Section 4. – Oath of Office

The oath of office ceremonies shall be held before the respective body (HRB or PC). The Mayor or chair of the PC or HRB shall officiate the oath of office for appointed HRB and PC members at the first meeting of the HRB or PC each year, as appropriate. Appointment to the URC does not include an oath of office.

Section 5. – Filling Out-of-Cycle Vacancies

An out-of-cycle vacancy occurs when a vacancy is created for any reason on or before October 1 each year. In the event of an out-of-cycle vacancy in the PC or HRB, the City Recorder or designee shall determine an appropriate deadline to receive applications of between 30 and 40 business days after the vacancy is created and advertise the vacancy. The City Commission shall conduct interviews and appoint a new member to fill the vacancy as soon as practicable. The new member shall be appointed to complete the term of the former member.

Section 6. – End of Year Vacancies

In the event a vacancy is created after October 1 of each year, Section 5 of this policy does not apply, and the vacancy shall be filled in the normal cycle along with the other terms that are ending at the end of the year.

Section 7. – Term Extensions

If the City Commission has not appointed a replacement by the time a term ends for a PC, HRB, or URC member, the term for that member is extended until a replacement has been appointed.

Oregon City Planning Commission, ~~and~~ Historic Review Board, and Urban Renewal Commission

Appointment Procedure Policy

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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 19, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 7.b. - DMMO's Coordination and Marketing Plans

STAFF RECOMMENDATION:

Review and approve the Coordination and Marketing Plans of Destination Oregon City, Inc. ("DMMO") and the release of additional funding for the organization as identified in the Memorandum of Understanding between the City and the DMMO.

EXECUTIVE SUMMARY:

The executed Memorandum of Understanding between Destination Oregon City, Inc. and the City of Oregon City requires that the DMMO presents its Coordination and Marketing plans for approval or further development. On November 5, 2025, the DMMO presented its plans during a work session of the City Commission. The consensus among the commission members was to allow the DMMO's documents to proceed to the Regular Meeting of the City Commission for a decision.

BACKGROUND:

During its December 18, 2024, Regular Session, the City Commission reviewed, revised and approved several documents relating to the establishment of Destination Oregon City, Inc. ("DMMO").

On March 4, 2025, the City Commission held a special meeting to interview eight candidates for the DMMO's Board of Directors. It chose four candidates.

On April 8, 2025, the City Commission held a second special meeting and chose three candidates to serve on the Board of Directors of Destination Oregon City, Inc.

Members of the Board of Directors of Destination Oregon City, Inc. include the following:

Holly Soll, President
Lee Belowski, Vice President
Daria Loi, Treasurer
Trieste Andrews, Secretary
Corinne Lowenthal, Board Member
Jessica Land, Board Member
Bryce Morrow, Board Member
Commissioner Rocky Smith, Ex Officio Member (non-voting)

In July 2025, the Administrator of Destination Oregon City, Inc. was appointed by the board of directors.

On August 8, 2025, the U.S. Internal Revenue Service approved the 501(c)(6) federal tax-exempt status of Destination Oregon City, Inc.

The executed Memorandum of Understanding between Destination Oregon City, Inc. and the City of Oregon City requires the City Commission to either approve or return the Management/Coordination Plan and the Marketing Plan. If returned, the DMMO will continue to adjust and develop the plans until the Commission approves them. However, the DMMO's plans must be approved within eight (8) months of the Effective Date or the DMMO will not receive funding until such time both plans have been approved.

The City will distribute the Funds on a quarterly basis during the Agreement Term on or approximately on the following dates: November 15th, Feb 15th, May 15th, August 15th.

On November 5, 2025, during a work session of the City Commission, the DMMO presented its plans to the City. The consensus among the commission members was to allow the DMMO's documents to proceed to the Regular Meeting of the City Commission for a decision.

OPTIONS:

1. Review and approve the Coordination and Marketing Plans of Destination Oregon City, Inc.
2. Do not approve the Coordination and Marketing Plans of Destination Oregon City, Inc. and provide further direction.

BUDGET IMPACT:

Amount	\$125,000
Fiscal Year(s):	2025/2026
Funding Source(s):	Tourism Lodging Taxes

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DESTINATION OREGON CITY, INC.
AND
OREGON CITY**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), is made and entered into as of this 10th day of April, 2025 ("Effective Date"), by and between Destination Oregon City, Inc., an Oregon mutual benefit Destination Management and Marketing Organization in the process of applying for 501(c)(6) tax-exempt status (the "DMMO"), and the City of Oregon City ("the City") (together the "Parties"). In consideration of the mutual understandings, releases, covenants, and payments herein described, the Parties agree as follows:

AGREEMENT

1. **Introduction and Purpose.** Oregon City, along with community partners and hired consultants, created the DMMO to operate as a completely separate entity to develop, direct, coordinate, and implement all tourism-related strategic plans and activities on behalf of the City. In addition, the DMMO will direct, and manage the day-to-day tourism-related activities on behalf of the City. The DMMO and the City desire to contract with each other to provide certain services, as explained below.
2. **Agreement Term.** The Agreement Term shall be based on the City's fiscal year, July 1 to June 30th. The Agreement shall commence on the Effective Date and terminate on June 30, 2027. ("Initial Term"). The Agreement may be extended by mutual agreement in a writing signed by both of the Parties. "Agreement Term" as used in this Agreement includes the Initial Term as well as any extended term(s) unless otherwise noted.
3. **Termination.**
 - 3.1. **By Mutual Agreement.** During the Agreement Term, this Agreement may be terminated immediately by mutual agreement in a writing signed by both of the Parties.
 - 3.2. **Unilateral Termination with Cause.** During the Agreement Term, if either party breaches the Agreement by failing to perform or violating any of its obligations under this Agreement ("Default"), the other party may give notice to the breaching party of such Default ("Notice of Default"). If within ten (10) business days of the date of the Notice of Default the breaching party has not cured the Default, the other party may immediately terminate this Agreement by providing notice to the breaching party in writing. Upon termination, the breaching party shall immediately cease work under this Agreement, unless directed otherwise in the notice of termination from the other party. In addition, the DMMO shall immediately vacate the Office Space. If either party terminates under this clause, each party shall pay the other as described in this Agreement for services satisfactorily rendered, and not yet paid for, up until the date of the termination. If either party has already been paid by the other for services it has not yet performed, it shall return any amounts beyond the value of the services it satisfactorily rendered up until the date of termination.

- 3.3. Unilateral Termination by the City for Serious Breach.** During the Agreement Term, if the DMMO commits financial mismanagement or financial negligence or, in the City's sole discretion, does anything to damage the reputation of the City, the City's officers, or its staff ("Serious Breach"), the City may terminate this Agreement unilaterally and immediately by providing notice to the DMMO in writing. The notice shall state a termination date, which may be the date of the notice, the date the Serious Breach occurred, or a later date, at the City's sole discretion ("Termination Date"). The notice shall also cite the fact the DMMO has committed a Serious Breach and explain what occurred. On the Termination Date, the DMMO shall immediately cease work under this Agreement, unless directed otherwise in the notice of termination from the City. In addition, the DMMO shall immediately vacate the Office Space. The DMMO shall pay the City for any services satisfactorily rendered by the City and not yet paid for prior to the Serious Breach. In addition, the DMMO shall return all Funds not expended for the purposes outlined in this Agreement, whether those Funds are currently in the DMMO's possession or not.
- 3.4. Rights Upon Termination.** Nothing in this Article removes or alters any of the rights and remedies to which either party may be entitled by law for the enforcement of its rights under this Agreement or upon the other party's breach of this Agreement.

4. Services Provided by/Governance of the DMMO.

- 4.1 Management/Coordination Plan.** The DMMO will work to plan, lead, coordinate and implement tourism-related strategies with all tourist-facing organizations and businesses within Oregon City with the goal of establishing a unified plan. The DMMO will meet with the City Commission to report on its progress so far within three (3) months of the Effective Date. The DMMO shall prepare and submit a Management/Coordination Plan within six (6) months of the Effective Date. The Management/Coordination Plan shall explain how the DMMO will drive economic growth for the benefit of Oregon City's tourism industry, visitors, and residents in a coordinated manner with its partners and members. In addition, it shall explain how it will work to increase the operational capacity of the industry through training/education and technical assistance. The City Commission will review and either approve or return the Management/Coordination Plan. If returned, the DMMO will continue to adjust and develop the Management/Coordination Plan until the Commission approves it. However, the DMMO must have completed and submitted a Management/Coordination Plan that the City Commission approves of within eight (8) months of the Effective Date.
- 4.2 Marketing Strategy.** The DMMO will prepare and submit a Marketing Plan within six (6) months of the Effective Date. The Marketing Plan shall demonstrate how the DMMO will enhance Oregon City's branding, how it will promote existing experiences and activate new ones, and how the DMMO will pursue opportunities to create or be included on new or existing travel itineraries that include the City. The DMMO shall encompass its programmatic activities within the legal limits of Oregon City and it shall primarily focus on the following sectors: Lodging, retail, restaurant, outdoor recreation, beverage, historic sites, river-based activities, and agritourism. The City Commission will review and either approve or return the Marketing Plan to the DMMO. If returned, the DMMO will continue to adjust and develop the Marketing Plan until the Commission approves it. However, the

DMMO must have completed and submitted a Marketing Plan that the City Commission approves of within eight (8) months of the Effective Date.

- 4.3 Update.** Every six (6) months following the submission and approval of its Management/Coordination Plan and its Marketing Plan, the DMMO shall prepare and submit to the City Commission an update on the DMMO's implementation strategy of both the Management/Coordination Plan and the Marketing Plan. The City Commission will review and either approve or return the update to the DMMO. If returned, the DMMO will continue to adjust and develop the update until the Commission approves it.

- 4.4 Approval for Governance Change.** The DMMO agrees to apply for, obtain, and retain during the Agreement Term 501(c)(6) tax-exempt status from the Internal Revenue Service. It also agrees to adopt the Bylaws contained in **Exhibit A**, attached hereto and incorporated herein, as its initial Bylaws. In addition, during the Agreement Term, prior to amending or restating its Articles of Incorporation or Bylaws, the DMMO shall provide a copy of such amendment to the City Commission and shall obtain permission for the amendment in writing from the City prior to making the change.

- 5. Services Provided by the City.** The City will provide the following services (collectively "Services"): Funds, Office Space, and a City Liaison, as explained below in **Articles 6 through 8**.

- 6. Funds.** Each year during the Agreement Term, the City will provide the DMMO with one hundred and twenty-five thousand dollars (\$125,000). The City will distribute the Funds on a quarterly basis during the Agreement Term on or approximately on the following dates: November 15th, Feb 15th, May 15th, August 15th. However, if the DMMO has not had both a Management/Coordination Plan and a Marketing Plan approved by the City Commission by the third (3rd) quarter following the Effective Date, the DMMO will not receive payment for that quarter or any following quarter until the City Commission approves both a Management/Coordination Plan and a Marketing Plan submitted by the DMMO. In addition, the City will provide the DMMO with an initial, one-time sum of one hundred and twenty-five thousand dollars (\$125,000) in "seed" capital to help set up the initial operations of the DMMO (the "Seed Capital"). The City will distribute the Seed Capital in one lump sum on the Effective Date. A tourism-related contingency account comprised of unspent transient lodging tax funds will be maintained by the City. If the DMMO needs additional funding beyond its annual allocation, it will need to request it from the City Commission.

- 7. City's Liaison.** The City's Economic Development Manager shall act as a liaison between the City and the DMMO ("City Liaison").

- 7.1 Services.** The City Liaison will provide technical assistance to the DMMO on how to interact with the City Commission and how to negotiate and comply with its contract(s) with the City. The City Liaison will devote up to ten percent (10%) of their time to assisting the DMMO, calculated monthly.

- 7.2 Employee of the City.** The City Liaison is solely the employee of the City, and the City retains complete authority to hire, train, monitor, discipline, and terminate its own employees at its own discretion, as well as responsibility to ensure compliance with all applicable local, state, and federal employment laws in its employment of its employees.

8. Office Space. The City will provide the DMMO with one administrative office (the “Office Space”) at City Hall, located at 625 Center St., Oregon City, OR 97045 for the Initial Term only and not any extended term of this Agreement. The City will not charge the DMMO a rental fee for the Office Space. The Office Space will be assigned by the City in its sole discretion and may be changed from time to time by the City.

8.1. Use. The DMMO will use the Office Space only for purposes directly related to developing and implementing the Strategic Plan and Marketing Strategy and any updates to that plan.

8.2. Exclusive Use, Right of Entry. The DMMO shall have exclusive use of the Office Space, provided that the City may enter at any time, with or without permission or notice, to prevent or investigate potential damage or other harm to the Office Space or to other areas of City Hall or to confirm the DMMO’s compliance with this Agreement. The DMMO will not have access to the City’s private computer network but may have access to its public computer network.

8.3. Access. The City will provide keys to designated representatives of the DMMO only, and the DMMO shall not make copies of those keys nor distribute them to others, whether connected to the DMMO or not. The DMMO may access the Office Space during normal office hours at City Hall. DMMO personnel will have to vacate the premises after hours unless the City Liaison or a his/her assignee is available to stay after hours.

8.4. Compliance with Laws and Regulations. The DMMO will comply with all applicable laws, ordinances, rules, and regulations of the United States (including the Internal Revenue Service), State of Oregon, Oregon City, Clackamas County, and all other government authorities with jurisdiction over the Office Space, City Hall, or the Parties, including but not limited to local fire codes, zoning regulations, and occupancy codes.

8.5. Utilities. The City will provide the following utilities and services at no additional cost to the DMMO: Electricity, water, heat, air conditioning, janitorial services, telephone, public Wi-Fi internet access, and security system.

8.6. Parking. The City will allow the DMMO to utilize its parking at City Hall. Due to limited parking space and other activities occurring at City Hall, if the DMMO wishes to use City Hall to hold Board meetings, they shall be held after 5:00 pm.

8.7. City Hall Community Room. The DMMO may have access to this space only after hours of City Hall operations, and the City Hall Community Room shall be properly scheduled.

8.8. Meeting Room Space. The DMMO may have access to other meeting room space in City Hall only during regular City Hall office hours provided it is properly scheduled for use.

8.9. Maintenance and Repair.

8.9.1. The City’s Maintenance and Repairs. The City will repair and maintain the Office Space and any fixtures it contains as well as any common areas necessary to access and use the Office Space. The DMMO will promptly notify the City of any damages or noticed defect to any of the foregoing.

8.9.2. The DMMO’s Repairs and Maintenance. The DMMO will leave the Office Space and all other areas of City Hall in the good condition

8.9.3. Repairs Due to a Party’s Negligence. Each party is responsible for damage caused by that party or its employees, guests, agents, invitees, participants,

volunteers, directors, officers, members, managers, partners, contractors, or representatives ("Agents"). If the DMMO fails to perform its obligations under this Section, after ten (10) days' written notice to the DMMO, except in an emergency when no notice will be required, the City may perform the obligations on the DMMO's behalf, and recover the cost of performance by reducing the next installment of the Funds by that amount or it may charge the DMMO for the cost of that performance.

- 8.10.** The DMMO will undertake no construction, alteration, improvement, or changes ("DMMO Improvements") on or to the Office Space without the prior written consent of the City. Any and all DMMO Improvements made to the Office Space that become affixed or attached to the Office Space shall remain the property of the City upon the expiration or termination of this Agreement.
- 9. General City Services Fee:** State law, ORS 320.300, allows city government to take a portion of its transient lodging tax allocation for general city services. The City will charge a General City Services Fee of no more than ten percent (10%) of the Funds, which it will deduct from the Funds prior to their transfer to the DMMO.
- 10. Policies and Procedures:** When conducting work on City property or accessing/using City-owned systems, equipment, or facilities, the DMMO and its Agents shall follow at all times all applicable City policies.
- 11. Insurance:** The DMMO shall obtain and maintain continuously in effect during the Agreement Term: Director's and Officer's Insurance (Management Indemnity) with a limit of one million dollars (\$1,000,000) and Commercial Insurance policy (Property, General Liability, Crime, Auto, Special Event) with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. In addition, if the DMMO employs any "subject worker" as defined in ORS 656.027, workers' compensation insurance for those workers, with statutory limits, and employer's liability insurance, with limits not less than five hundred thousand dollars (\$500,000) per each accident or disease. All of the DMMO's insurance coverage required by this section, except for workers' compensation, shall include an "Additional Insured" endorsement specifying Oregon City, its officers, employees, and agents as Additional Insureds, including Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to the DMMO's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 12. Confidential Information:** At no time will anyone other than the DMMO and its Agents have access to DMMO records, including donor records and other documents, without the express, prior approval of the DMMO. The DMMO shall not have access to the City's confidential information without the express, prior approval of the City. During the term of this Agreement, the Parties acknowledge that they may have access to each other's confidential information to some extent, as explained above. "Confidential Information" means information belonging to the DMMO or the City which is of value to such party and the disclosure of which could result in a competitive or other disadvantage to such party. This includes, without limitation, information concerning the business of the other, manner of operations, plans, donor lists, program or member information, processes, trade secrets, or other data. "Confidential Information" does not include: (1) information that was known to the receiving party before

receipt from or on behalf of the disclosing party; (2) information that is disclosed to the receiving party by a third person who has a right to make such disclosure without any obligation of confidentiality to the party seeking to enforce its rights under this section; (3) information that is or becomes generally known in the trade without violation of this Agreement by the receiving party; or (4) information that is independently developed by the receiving party or its Agents without reference to the disclosing party's information. Each party will protect the other's Confidential Information with at least the same degree of care it uses with respect to its own Confidential Information. Neither the City nor the DMMO shall at any time, or in any manner, either directly or indirectly, divulge or communicate to any person or entity the other party's Confidential Information unless required by law, regulation, or legal process or if requested by the other party in writing and with reasonable notice.

13. Ownership of Work Product. All work product created by the DMMO shall belong to the DMMO. All work product created by the City Liaison shall belong to the City.

14. Indemnification.

14.1. By the City. The City hereby irrevocably and unconditionally agrees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 7, to indemnify, defend, and hold harmless the DMMO and its Agents from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from (a) any breach of this Agreement by the City or its Agents or (b) any other act or omission by the City or its Agents whether in connection with this Agreement or otherwise related hereto.

14.2. By the DMMO. The DMMO hereby irrevocably and unconditionally agrees to indemnify, defend, and hold harmless the City and its Agents from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from (a) any breach of this Agreement by the DMMO or its Agents or (b) any other act or omission by the DMMO or its Agents whether in connection with this Agreement or otherwise related hereto.

14.3. By Either Party. No party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of wrongful, intentional, willful, negligent, or grossly negligent acts of a third party or the other party's own Agents.

15. Relationship of Parties.

15.1. Separate Entities. The Parties expressly acknowledge and agree that they are, and intend to remain, separate entities. Each party agrees that its conduct and the conduct of its Agents, and any other legal obligations of that party, are the sole responsibility of that party. The relationship of the Parties under this Agreement is that of independent contracting parties. Nothing in this Agreement creates a joint venture between the Parties. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other except as otherwise provided herein or pursuant to any other written agreement between the Parties. Each party shall, at its sole cost and expense, comply with all local, state, and federal laws, rules, ordinances, and regulations of

all governing bodies having jurisdiction over the party in relation to its obligations under this Agreement and shall obtain all necessary permits, registrations, and licenses therefore.

- 15.2. Taxes, No Employment Relationship.** Each party shall pay all applicable sales taxes, use taxes, processing taxes, and federal and state taxes, as well as insurance, contributions for Social Security, and employment taxes which are measured by wages, salaries, or other remuneration paid by that party, whether levied under existing or subsequently enacted laws, rules, or regulations. Neither party nor its Agents are, nor shall they be treated as, employees of the other party with respect to the services performed under this Agreement for any purpose whatsoever.

16. Miscellaneous Provisions:

- 16.1. Attorney Fees.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such court proceedings).
- 16.2. Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict of law principles. The Parties consent to the exclusive jurisdiction of the Clackamas County Circuit Court in Oregon, and irrevocably agree that all actions or proceedings relating to this Agreement, or any related matter shall be litigated in such court. The Parties each waive any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 16.3. Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.
- 16.4. Amendment.** This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.
- 16.5. Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
- 16.6. Notices.** All notices and other communications to be given hereunder shall be given in writing and shall be delivered personally, emailed, or mailed by certified mail, postage prepaid, to the addresses listed below. Notice shall be deemed to have been given on 1) the date of delivery (if delivered personally), or 2) the date emailed, or 3) (if mailed) on the date indicated by the electronic verification of delivery or refusal by the recipient.

If to the City:
Economic Development Manager
625 Center Street, PO. Box 3040
Oregon City, OR 97045
jgraham@orccity.org

If to the DMMO:
Executive Director
625 Center Street, P.O. Box 3040
Oregon City, OR 97045

_____ @ _____

The addresses to which notices are to be delivered may be changed by giving notice of the change in address in accordance with this provision.

- 16.7. Survival.** Any covenant or condition (including, but not limited to, all indemnification agreements) set forth in this Agreement, the full performance of which is not specifically required before the expiration or earlier termination of this Agreement, and any covenant or condition that by its terms is to survive, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.
- 16.8. Assignment; Subcontracting.** Neither party shall not assign its rights or delegate its duties under this Agreement, nor shall it subcontract the work, in whole or in part, without the other party's prior written consent.
- 16.9. No Presumption Against Drafter.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.
- 16.10. Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 16.11. Waiver.** Any waiver of the provisions of this Agreement or of the Parties' rights or remedies under this Agreement shall be in writing and signed by an individual authorized by the City Commission (for the City) and by the Board (for the DMMO) to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the Parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

17. Authority to Sign: Each of the signatory parties below represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized, and they are signing with full and complete authority to bind the party on whose behalf they are signing to each and every term of this Agreement.

EXECUTION

On Behalf Of:
DESTINATION OREGON CITY, INC.

By (sign): Haley Soll

Print Name: Haley Soll

Title: Chair

Date: 04/10/2025

On Behalf Of:
CITY OF OREGON CITY

By (sign): James N. Graham

Print Name: James N. Graham

Title: Economic Development Manager

Date: 4/10/25

By (sign): Anthony J. Korkol III

Print Name: Anthony J. Korkol III

Title: City Manager

Date: 4-15-25



TRAVEL
OREGON CITY
— WELCOME HOME —

COORDINATION PLAN

Drafted September 2025

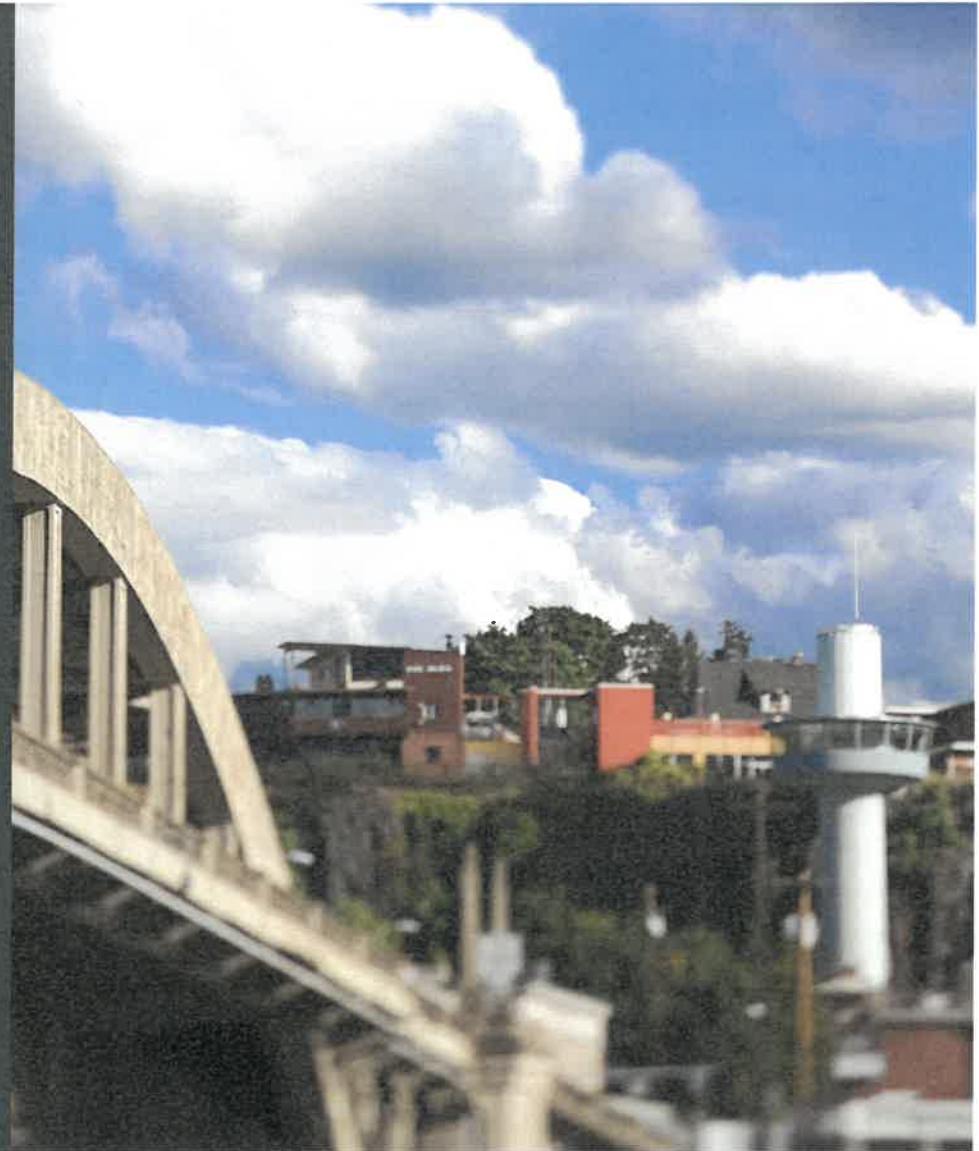


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THE CHALLENGE

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Our Objectives: the outcomes and benefits of bringing people into the tourism development process.

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Trust-Building

Collaboration
Advocacy
Innovation

Feedback
Capacity-Building
Cost Sharing



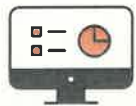
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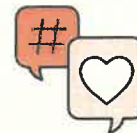
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& Training



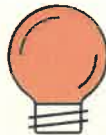
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Two-Way
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Empowerment



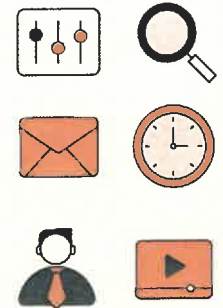
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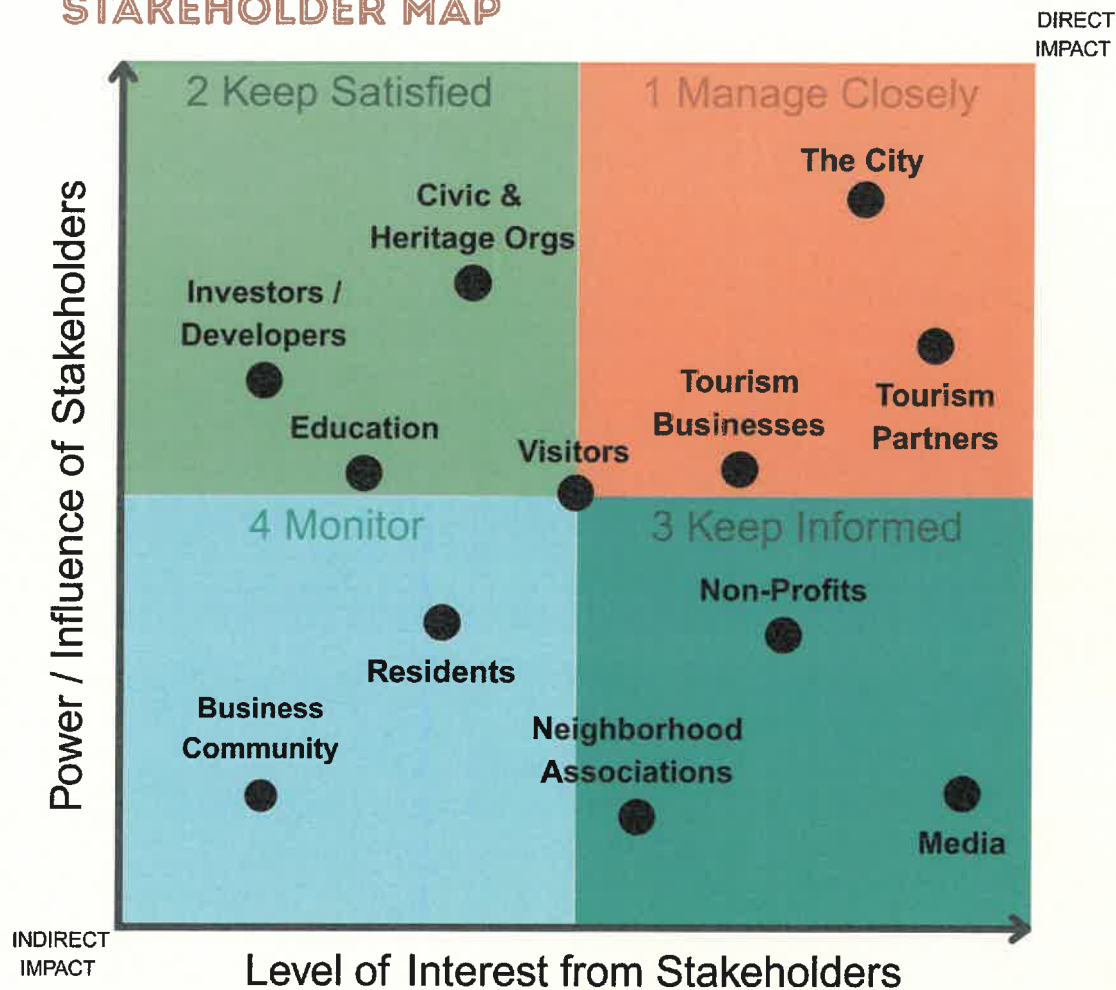


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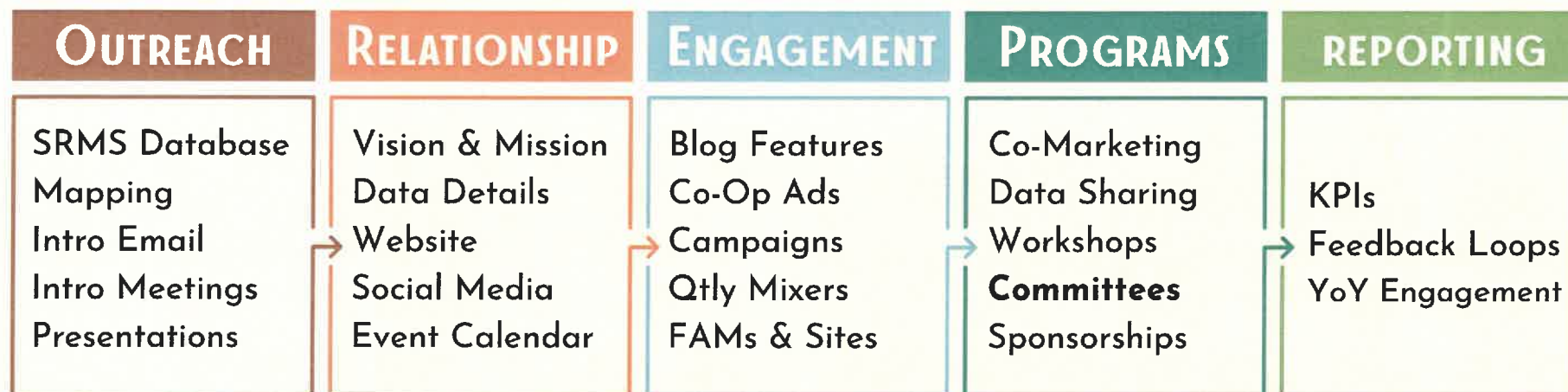
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Proposed or Suggested Committee Ideas:

Historic Properties Round Table	Marketing & Events	Community Engagement Programs	Visitor Experience & Services	Sustainability & Stewardship	Finance & DMO Development	Destination Development & Infrastructure
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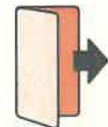
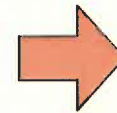
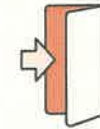
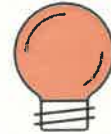
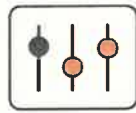
TRAVEL
OREGON CITY
— WELCOME HOME —

Brand Resource Page

#OregonCity #TravelOregonCity
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COORDINATION PLAN

Drafted September 2025

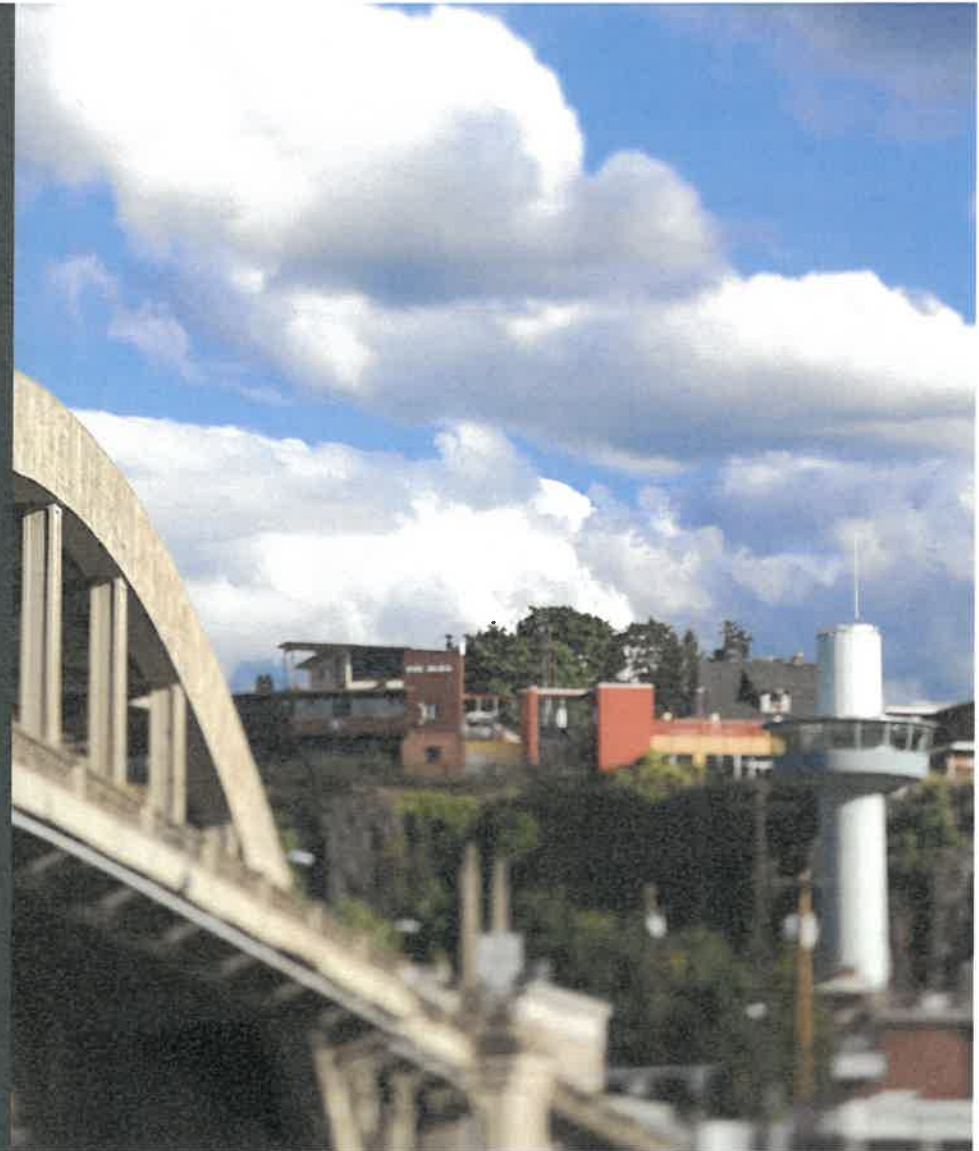


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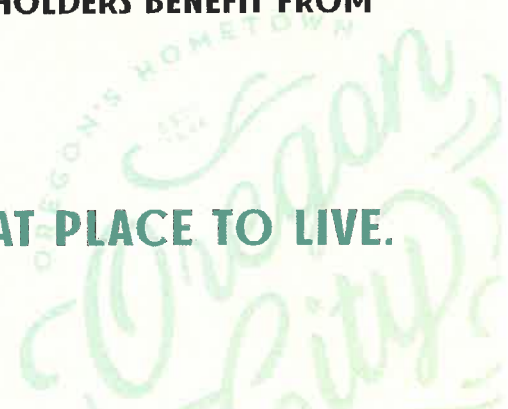


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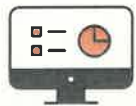
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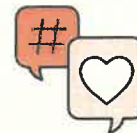
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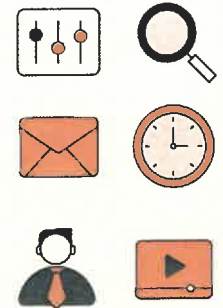
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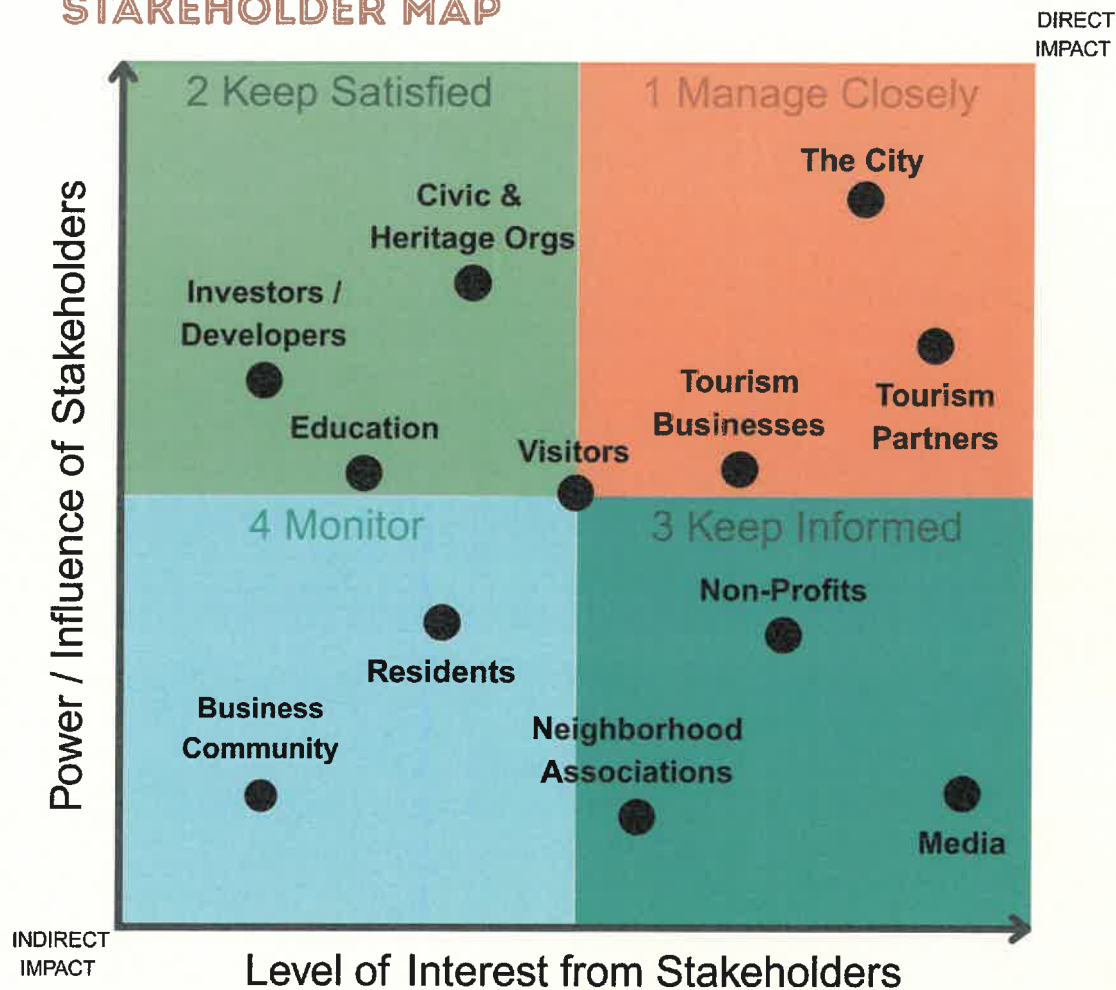


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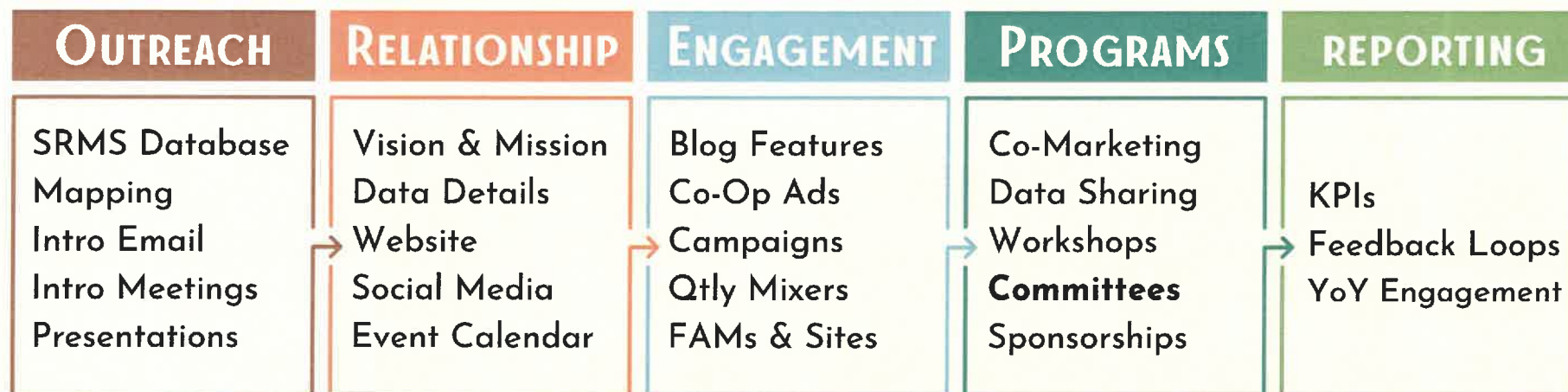
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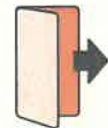
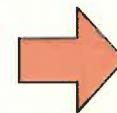
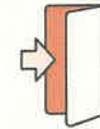
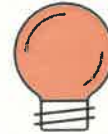
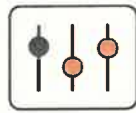
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Brand Resource Page

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TRAVEL
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2025-2026

ANNUAL MARKETING PLAN



YEAR ONE OBJECTIVES

In its inaugural year, Destination Oregon City will focus on taking over the tourism brand, marketing assets and responsibilities of any destination management and marketing from the City. The organization will do this by establishing a foundation of efficient marketing systems and operating procedures to promote the destination, using its own brand voice under a unified DMO mission that strives to be aligned with its partners and tourism stakeholders in Oregon City.

- **01** Establish Efficient & Effective Marketing Operations
- **02** Refresh & Refine the Oregon City Brand
- **03** Expand Reach Through Strategic Partnerships
- **04** Build Awareness and Local Support for Tourism
- **05** Elevate Storytelling & Content

01 - Establish Efficient & Effective Marketing Operations

1 Handoff of website & social media accounts

Understand all related contractual roles and responsibilities with the City.

2 Implement systems & tools for operational efficiency

Document processes and create an operations manual to support eventual staff onboarding and continuity.

3 Establish transparent performance tracking

Set baselines and track Marketing KPIs, and hone target audience specifications.

Develop a 2026-2027 Annual Marketing Plan based on performance of this year, with a Marketing Committee.

02 - Refresh & Refine the Oregon City Brand

1 Update and share brand guidelines, assets and materials.

2 Refresh owned channels with brand identity, reactivating social media channels using a content calendar based on brand pillars and voice. Update the website accordingly.

3 Engage local partners in brand adoption through a marketing toolkit and cooperative opportunities. Share branded swag and emphasize the brand message in stakeholder meetings.

4 Measure brand awareness and alignment, initially producing a “welcome home” brand campaign. Conduct a brand awareness benchmark survey in the Portland Metro area and with stakeholders for brand validation.

BRAND

Positioning Statement

For Portland Metro area explorers seeking immersive, meaningful outings, Oregon City is a historic riverfront destination that invites visitors to walk through the birthplace of Oregon, enjoy unique shops and dining, and explore nature just steps from downtown. Unlike other staycation spots that feel disconnected from the state’s story, our destination is where Oregon’s history lives, breathes, and inspires.

USP

**OREGON’S HOMETOWN IS THE FIRST CITY WITH THE NEXT STORY –
A GATHERING GROUNDS WHERE RIVERS, CULTURES, AND HISTORIES
CONVERGE TO WELCOME NEW EXPERIENCES.**

Brand Pillars

HISTORY &
HERITAGE

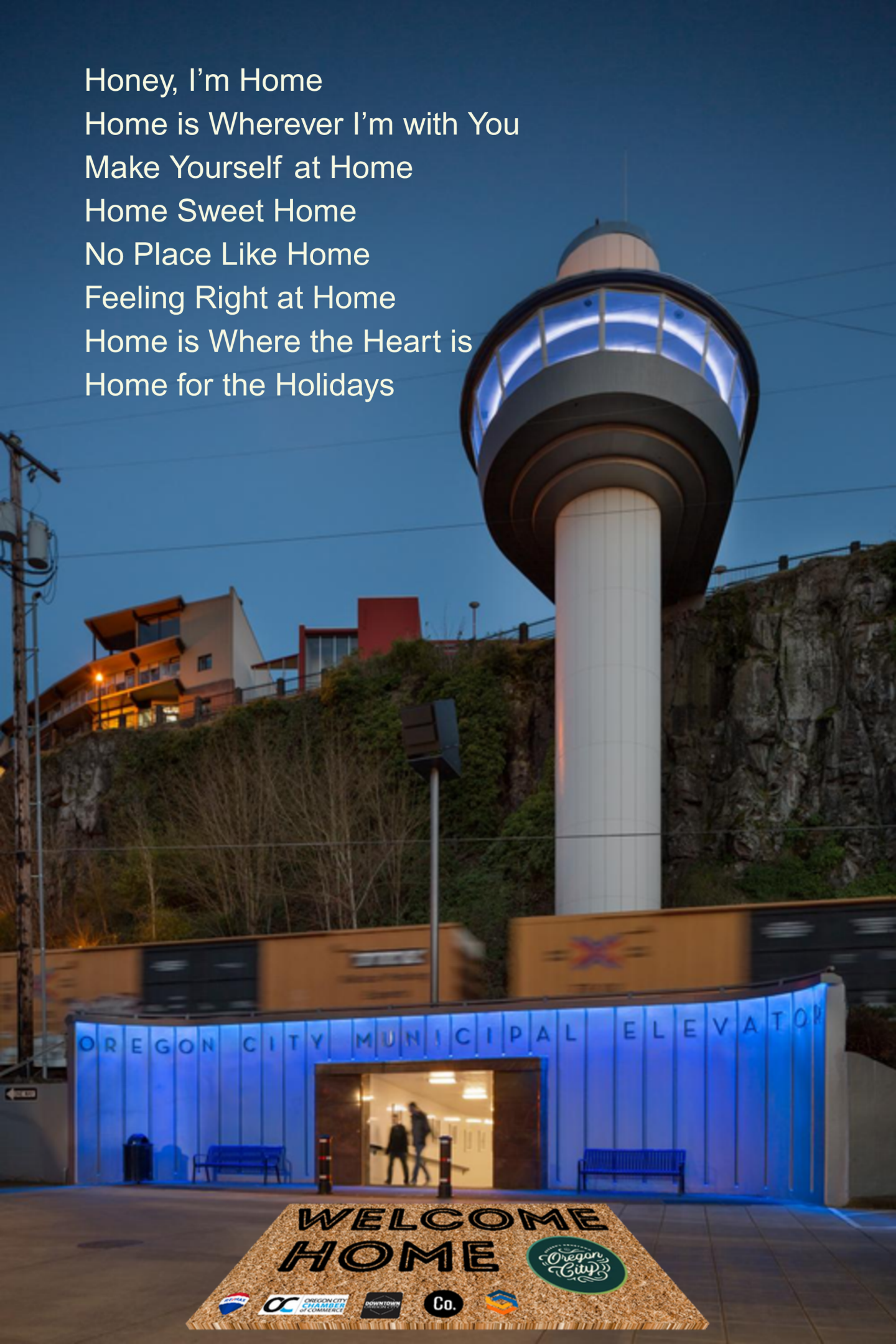
ADVENTURE
& NATURE

ARTS &
CULTURE

COMMUNITY
& FAMILY

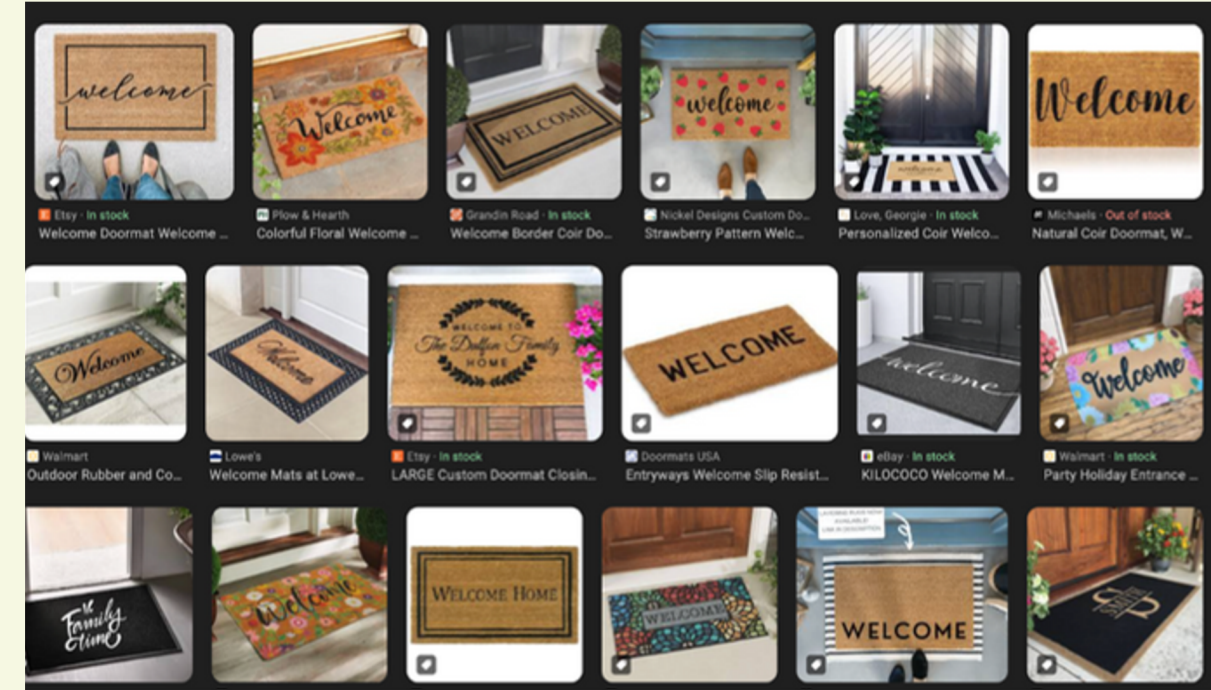


Honey, I'm Home
 Home is Wherever I'm with You
 Make Yourself at Home
 Home Sweet Home
 No Place Like Home
 Feeling Right at Home
 Home is Where the Heart is
 Home for the Holidays



PUTTING OUT THE GIANT WELCOME MAT

- 12x6ft 10x5ft or 8x4ft
- Photo Op
 - Where is it Now?
- Hashtag competition
 - foot of elevator
 - falls vista point
 - college campus
- Cost offset by logo'd sponsors
- Cooperative op with realtors
- Fundraiser for DMO programs
- **Issues:** timing, vandalism & weather



03 - Expand Reach Through Strategic Partnerships

- 1 Build** relationships and regular communication with key tourism partners
- 2 Align** with partner marketing calendars to develop one cohesive community event calendar. Ensure all local events are shared to Partner event calendars.
- 3 Activate** cooperative marketing opportunities with Mt. Hood Territory and Travel Portland
- 4 Plan** marketing and development initiatives that will require partner funding, confirm eligibility, and apply for State, regional and foundation grants.

Co-ops

Mt. Hood Territory

- a. 2026 Travel Oregon Things To See & Do Brochure - \$553
 - i. Ad sales close October 17
- b. Here is Oregon Brand Storyteller - \$700
- c. Travel Oregon eNewsletters - \$498

Travel Portland & Travel Oregon

- a. Travel Portland Visitor Guide - \$3,760
 - i. Early bird deadline is October 15
- b. Oregon Governor's Conference on Tourism.
Exhibitor Booth - \$750



04 - Build Awareness and Local Support for Tourism

1 Engage with neighborhood & civic groups

Present at Neighborhood Associations, Rotary and other civic org meetings. Provide community tourism updates and impact reports.

2 Support local tourism businesses

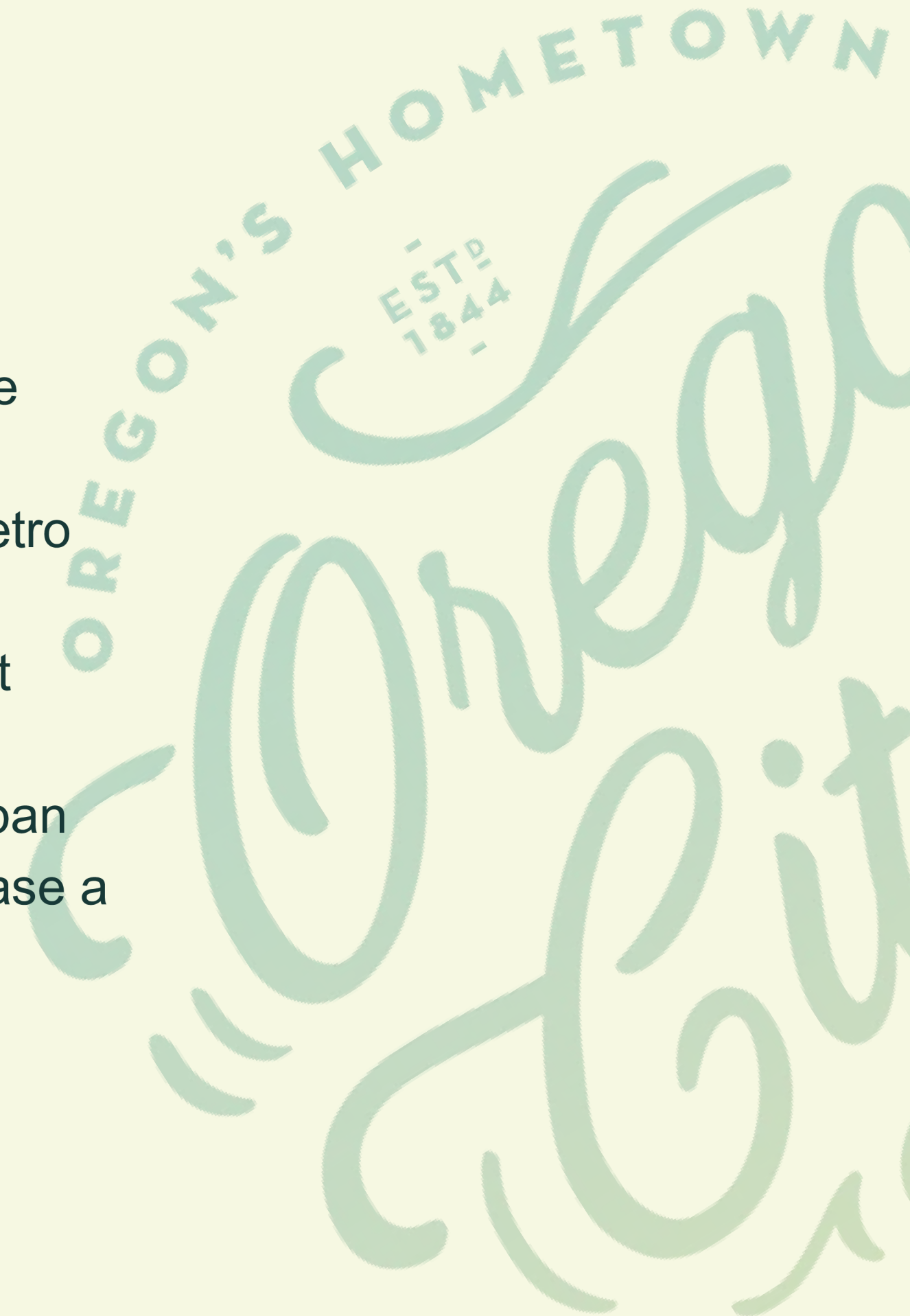
Provide one-on-one business support and technical assistance for marketing efforts, including partner coops and social collabs. Plan quarterly stakeholder mixers, hosted at rotating locations to include mini-FAMs, site visits and tours.

3 Lay groundwork for community engagement programs

Explore frameworks, interest and development partners.

COMMUNITY ENGAGEMENT PROGRAMS

1. **Concierge / Ambassador Training** - Customer service and destination training for frontline workforce.
2. **Meeting & Event Champion Incentives** - For residents who invite their professional and association meetings to Oregon City.
3. **Local Social Media Influencer Collabs/Takeovers** - Portland Metro area social media influencer FAM program.
4. **Student Engagement** - Internship, Job Shadowing & Class Credit opportunities.
5. **Realtor “Welcome Home” Coop Marketing** - Targeting PNW urban residents looking to move a little further out from the city or purchase a first home, etc.
6. **Tourism Industry Appreciation Campaign** - “From Visitors with Love” and “Funding by Those Who Wish They Lived Here” mini campaigns for tourism impact awareness with local residents.
7. **Annual Tourism Industry Dinner & Awards Ceremony**



05 - Elevate

Storytelling & Content

1 Content & Storytelling Development - Local storytelling (including UGC) and content themes aligned with seasonal campaigns and regional/statewide marketing pushes.

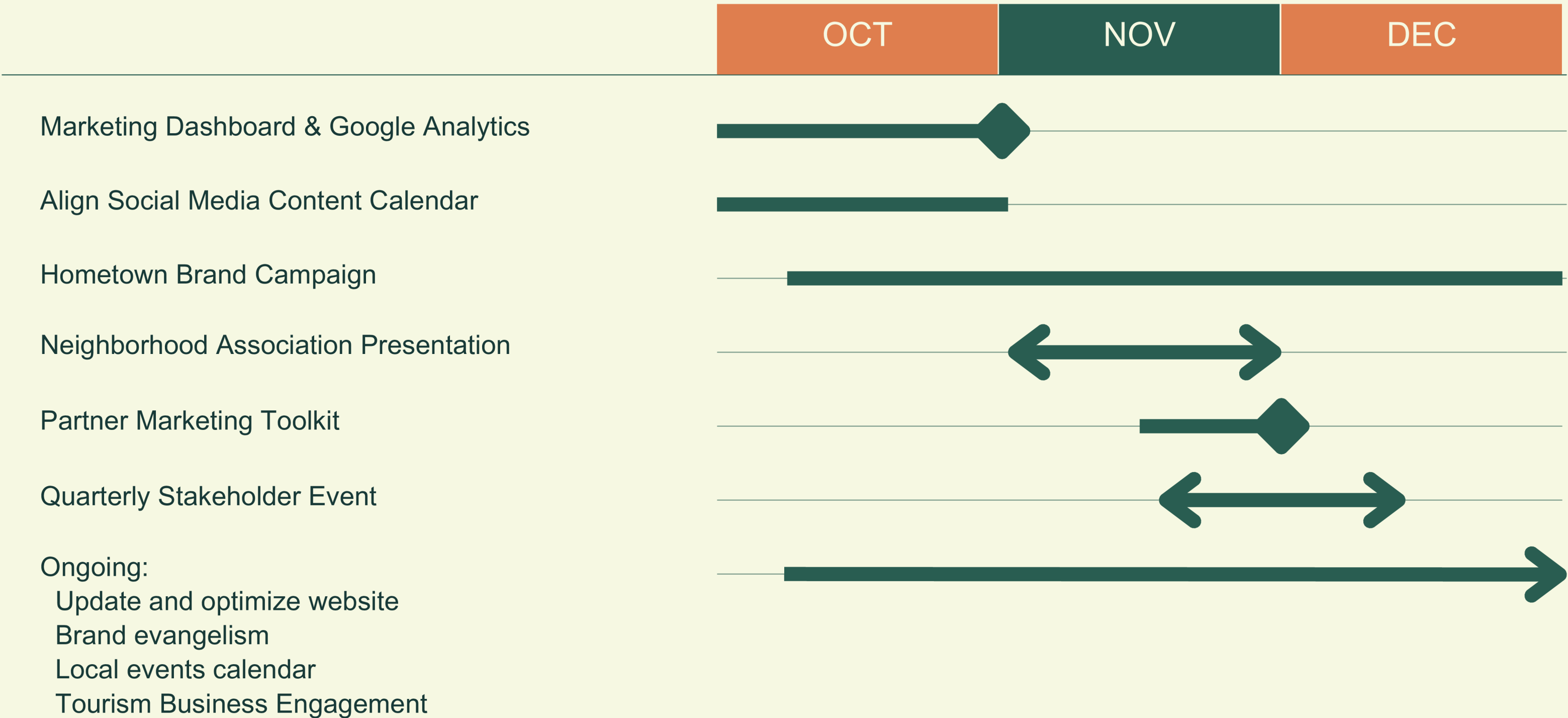
2 Social Media & Digital Marketing - Produce two digital campaigns with local business partners, deploying targeted paid ads (social & search only). Collaborate with Portland Metro influencers and local creators for authentic takeovers and cross-promotions.

3 Website, SEO/AIO & Owned Channels - Add engaging visitor itineraries and stories. Optimize content for SEO/AIO with blog posts, landing pages, and regular updates.

4 Public & Media Relations - Create and distribute a PR/media kit. Provide stories to regional and statewide outlets that align with Oregon City's brand pillars. Host 1 FAM tour for local travel media or influencers through a Travel Massive meet up.

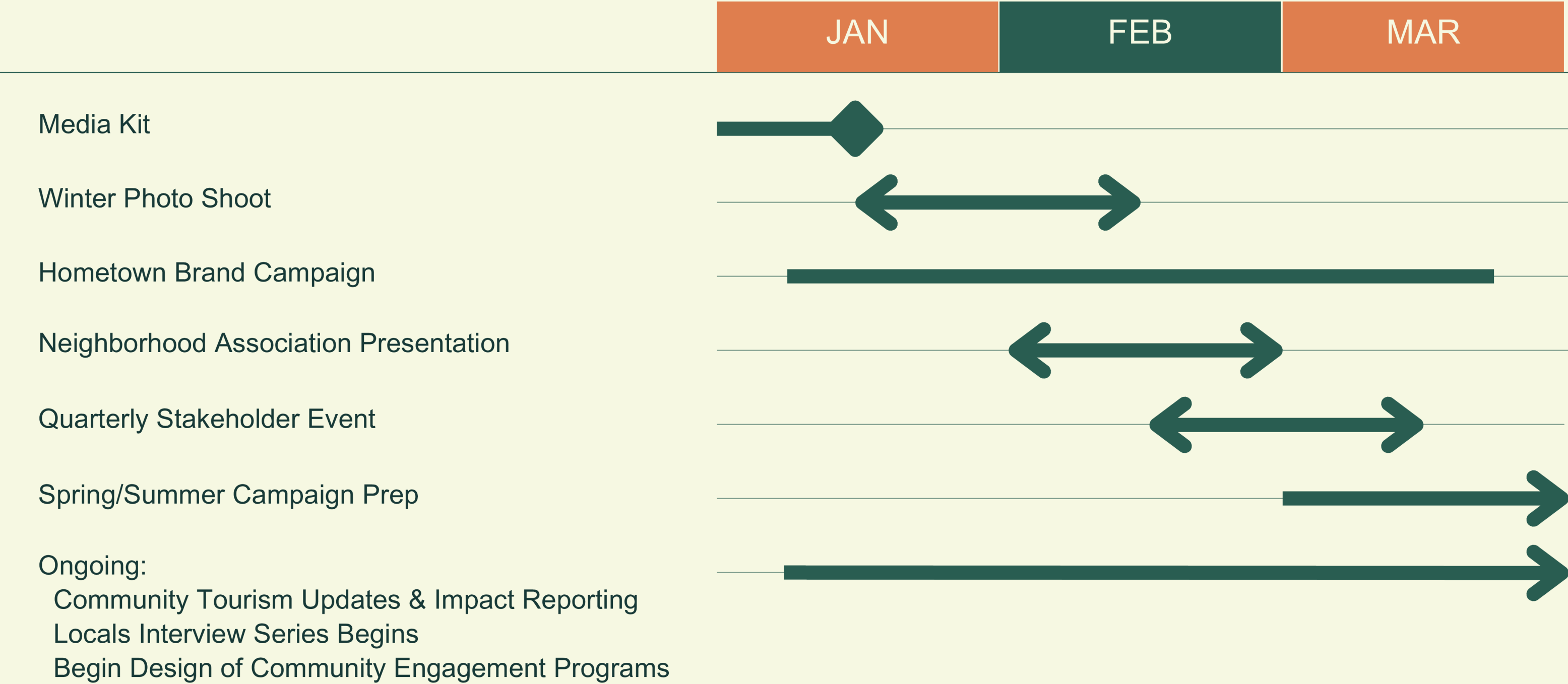
Q2 Action Items

October - December 2025



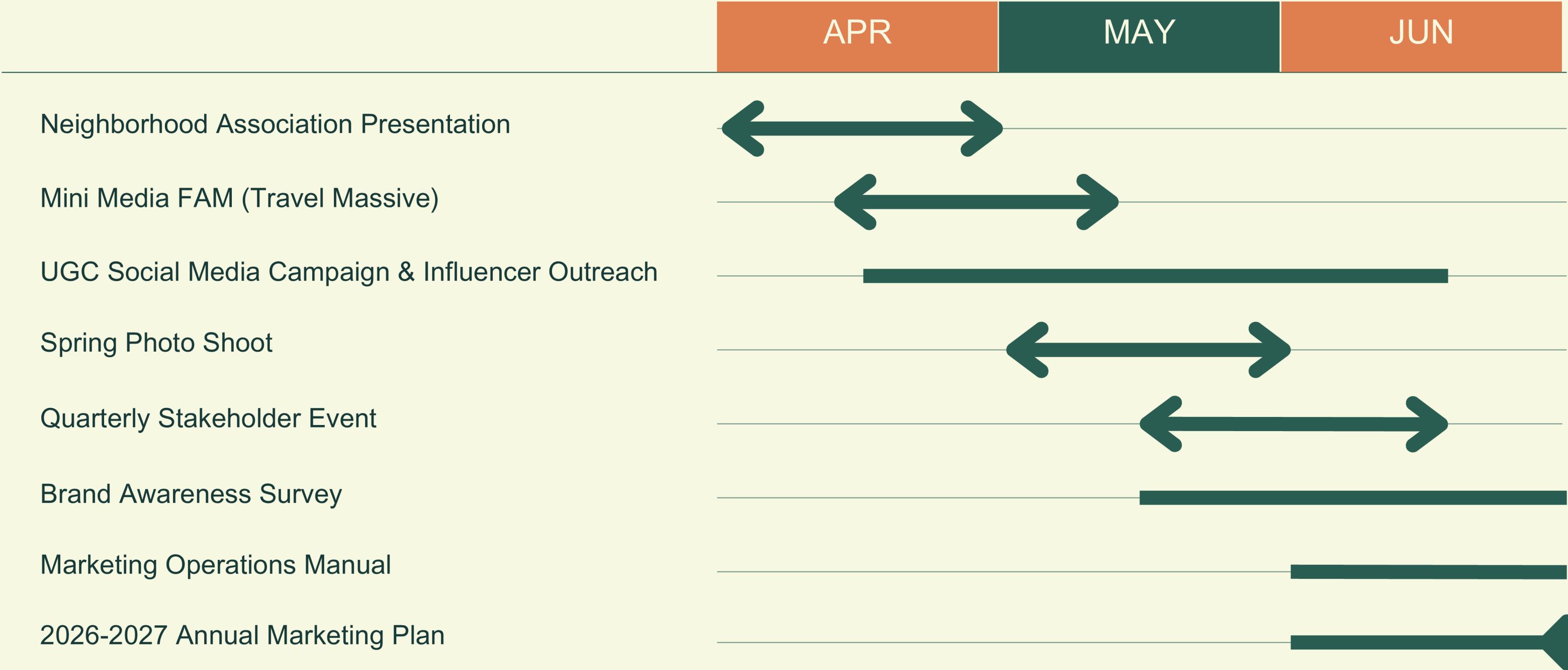
Q3 Action Items

January - March 2026



Q4 Action Items

April - June 2026



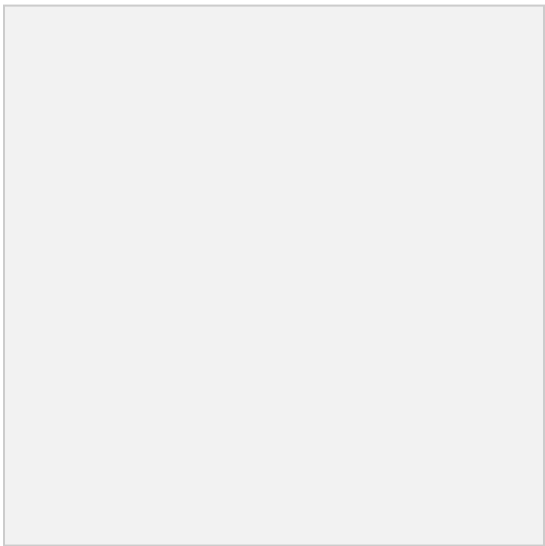
BUDGET

ACTIVITY	ESTIMATED COST
Software & Systems Licences	\$576
Brand Assets & Swag	\$7,000
Hometown Brand Campaign (Fall / Winter)	\$1,000
Brand Awareness Survey	\$2,000
Partner Cooperative Marketing & Event Opportunities	\$8,355
Quarterly Stakeholder Events	\$1,860
Digital Assets Production (photo and video shoots)	\$15,000
Spring / Summer Campaign	\$1,000
TOTAL	\$36,791

THANK YOU



TRAVEL
OREGON CITY
— WELCOME HOME —



Travel Oregon City

2025-2026 Annual Marketing Plan

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Executive Summary

In destination management, *marketing* means more than advertising—it is the strategic process of identifying a place's unique assets, telling its story through targeted channels, and fostering connections that attract visitors while also strengthening community pride and benefit. This document is the first strategic marketing plan for the newly established destination management and marketing organization (DMMO) doing business as Travel Oregon City.

In its inaugural year, Travel Oregon City will focus on taking over the tourism brand, marketing assets and responsibilities of destination management and marketing from the City. The organization will do this by establishing a foundation of efficient marketing systems and operating procedures to promote the destination, using its own brand voice under a unified mission that strives to be aligned with its partners and tourism stakeholders in Oregon City.

Using partnerships and community engagement, the organization will work to elevate awareness of the destination throughout the Portland Metro area and beyond by marketing its tourism assets through storytelling and cooperative promotion. Baseline performance metrics and long-term goals will be set as marketing plans, materials, and tactics outlined in this document are developed and implemented.

Vision Statement: We envision a thriving and successfully evolving destination at the confluence of the past, present & future.

Mission Statement: To promote Oregon City as a gathering place for all, by providing a variety of experiences through a collaborative, connected, and enduring tourism industry.

Strategic Imperative 2 - Enhance the Brand: Inspiring travel to Oregon City through the development of marketing, advertising, public relations, and sales programs that advance prosperity for local businesses and enhance quality of life in Oregon City.

Purpose of the Annual Marketing Plan: Define the goals, strategies, tactics, budget, timeline, implementation management and performance monitoring of marketing initiatives for Oregon City tourism for this fiscal year.

Destination Marketing Hierarchy: Travel Oregon City, Mt. Hood Territory, Travel Portland, Travel Oregon, Brand USA.

Honoring the Foundation: A Look Back at the 2017 Oregon City Tourism Strategic Plan

In 2017, Oregon City commissioned a comprehensive Tourism Strategic Plan, which included input from 160+ community stakeholders, business leaders, and tourism experts. The plan laid out a clear vision for Oregon City to become a dynamic and authentic destination—one that leverages its rich history, cultural assets, and natural beauty to benefit both visitors and residents. The plan was built around four strategic imperatives:

1. Build Tourism Leadership Capabilities
2. **Enhance the Brand**
3. Coordinate Tourism Assets Through Collaboration
4. Cultivate and Curate a Portfolio of Experiences

These imperatives provided a strong, thoughtful foundation that remains relevant today. However, it's also true that in the eight years since the plan's publication, the world has changed dramatically. From the global COVID-19 pandemic and its profound impact on travel and community health, to the acceleration of AI, from expanding political divisions, to the increasing urgency of sustainability and inclusion in tourism, and from regional economic shifts to recent local development efforts—the context around Oregon City's tourism vision has evolved.

The goal now is not to replace the plan but to **dust it off, build from it, and make it matter**. Through this lens, the 2025–2026 Annual Marketing Plan is both a continuation and a recommitment — anchored in the original brand vision, but designed for today's Oregon City.

Enhance The Brand: Sonderel Contractual Elements

Sonderel's proposal listed key responsibilities and [deliverables](#) under the “Brand” strategic imperative:

- Define and refine target audiences and visitor segments
- Develop and manage an integrated digital marketing strategy (paid + organic)
- Oversee website strategy, content updates, and performance analytics
- Manage content calendar across owned channels (website, email, social media)
- Implement strategic tactics such as seasonal campaigns, influencer outreach, brand activations, UGC, SEO/AIO storytelling, and cooperative advertising
- Collaborate with Clackamas County Tourism on group sales and travel trade outreach
- Build and maintain a shared digital assets content library for campaigns and partners
- Coordinate earned media and PR efforts, editorial planning and press hosting (Year 2)
- Monitor campaign performance through dashboards and A/B testing
- Select and manage marketing vendors and contractors (Year 2)

The Plan-at-a-Glance

Strategic View

#1 - Establish Efficient & Effective Marketing Operations	Administration, operations & contracts management Integrated inventory, systems & data dashboard Work flows, AI training & automations
#2 - Refresh & Refine the Oregon City Brand	Brand kits & style guides Digital brand asset library Stakeholder & visitor survey brand validation
#3 - Expand Reach Through Strategic Partnerships	Consistent meetings and communications Community events calendar Tourism partner cooperative marketing opportunities
#4 - Increase Local Understanding and Support for Tourism	Topical community meetings Champion and ambassador program development Industry advocacy and community understanding
#5 - Strengthen Oregon City's Narrative Through Storytelling & Content	Active social media engagement User generated content plan Content repurposing from long-form blogs & videos

Calendar View

Q1 July - September Summer	Brand establishment and development Marketing systems set up and operations initiation Partner alignment & community event calendar development
Q2 October - December Autumn	Hometown brand validation mini campaign Partner marketing toolkit Quarterly community engagement events kickoff
Q3 January - March Winter	Spring/Summer cooperative campaign design Media kit & fact sheet Seasonal photoshoots kickoff
Q4 April - June Spring	Mini Media FAM Local influencer and UGC campaigns Annual Sales & Marketing Plan 2026-2027 development

Destination Marketing Situation Analysis

Brand Analysis

Alongside the strategic planning efforts in 2017, the Economic Development department formed a team to identify the key brand message for Oregon City to begin an initial marketing effort to support the brand. This information was used to develop an RFP issued to creative firms, which resulted in hiring [Rotator Creative](#) for brand design development and implementation.

This chapter reviews the foundational research, elements, attributes, and information gathered from the stakeholder survey, and the assets developed resulting in the brand as it exists today. It then analyzes the current situation, offering recommendations and adjustments as necessary.

The strategic plan presented the following foundational brand statements (page 21):

Attributes - Oregon City is a walkable small-town experience just 20 minutes from Portland. The historic aspects of the city combine with riverfront access to create an attractive place for a weekend getaway or a day trip.

Attractions - Once the end of the Oregon Trail, we now boast a historic Main Street where you can enjoy a Northwest-style selection of food and drink. Take in views of Willamette Falls and the historic bridge. While you're here, ride the unique Municipal Elevator.

Trends - We know tourists are staying close to home and driving to destinations more, and Oregon City's proximity to the Portland metro area makes this an attractive destination for Portland residents and their visiting friends and relatives. More tourists these days are attracted to places where they can live like a local, enjoy food and beverage options, and take in natural, cultural and heritage attractions.

Preferences - Oregon City embodies a relaxed small-town atmosphere where one can enjoy a city/country balance and a change of pace in a family-friendly setting. In a way, Oregon City is like a comfort food—say, mac 'n cheese—both satisfying and comforting.

Sentiments - Locals and visitors alike will describe Oregon City as friendly, laid-back, warm and approachable. Since its founding, the city has been filled with people who are there to make their own way in life—they're true originals.

Tone - Oregon City is your favorite pair of jeans— a relaxed fit with just the right blend of fun, comfort and nostalgia. Oregon City's color palette might include earthy greens and blues, with some brick reds and bright, clear tones for interest.

Brand Messaging & Positioning

The 2017 Strategic Plan also outlined a Unique Selling Proposition (USP), however this marketing plan is suggesting updated language. A USP or *brand promise* should be short, clear, and memorable. It should highlight what's distinctive about Oregon City compared to nearby and similar destinations (like St. Johns, Sellwood, Lake Oswego, Milwaukee, Beaverton). This new USP will convey both heritage and future vision, since the destination's strength is that it's Oregon's Hometown - *the first city, with the next story*.

2017 USP	2025 USP
Oregon City believes its destination's position in the visitor market is to be a vibrant destination in the Portland Metropolitan area, located where the Oregon Trail ended, and the State of Oregon began. Visitors are delighted by: • A small town feel • Authentic and diverse experiences centered around heritage • Outdoor and riverfront adventures near the magnificent Willamette Falls • Unique Pacific Northwest food and beverage offerings Oregon City hopes to pursue a reputation in the tourism industry that describes it as: • Welcoming: glad to entertain or receive • Engaging: causing someone to be involved • Inclusive: not excluding anyone, being a part of the whole • Authentic: done in a traditional or original way	Selected: Oregon's hometown is the First City with the Next Story — a gathering grounds where rivers, cultures, and histories converge to welcome new experiences. Alt variations: At the confluence of the Willamette and the Clackamas Rivers, Oregon City is the original gathering grounds and first city of Oregon — a place where indigenous and pioneer history, trail and river adventures, and diverse multi-generational friends and family all come together. Oregon City honors its indigenous and pioneering heritage as Oregon's first city while welcoming and engaging all in fresh, authentic experiences in food, culture, and outdoor adventure. Oregon City is the First City with the Next Story — a gathering ground where rivers, cultures, and histories converge to welcome new experiences. Oregon City is the original gathering grounds and first city of Oregon - a place where indigenous and pioneer history coincide and multi-generational friends and family come home.

Missing from the strategic plan is a **positioning statement** which defines your product and target audience, and articulates where your destination sits in the market. A brand positioning statement isn't for the customer to see. It doesn't go on the website. It's an *internal* team tool used to ensure your strategy, image and messaging is consistent in the long term. It provides you with messaging built around [brand pillars](#) that you can use for all your future marketing campaigns.

Template: For (target customer) that needs/wants (need your product addresses), (your brand) is a (product category) that (how product solves customer's need). Unlike (competitor), our product (how product differentiates from competition).

For Portland Metro area explorers seeking immersive, meaningful outings, Oregon City is a historic riverfront destination that invites visitors to walk through the birthplace of Oregon, enjoy unique shops and dining, and explore nature just steps from downtown. Unlike other staycation and day trip locations that feel disconnected from the state's story, our destination is where Oregon's history lives, breathes, and inspires.

Option 1. Heritage Gateway & Day-Trip Escape

For Portland Metro residents and visitors who want a close, convenient escape with authentic history, riverfront charm, and small-town warmth, Oregon City is a heritage-rich day-trip destination that offers engaging experiences along the Willamette Falls, downtown streets, and a deep connection to Oregon's roots. Unlike generic shopping suburbs or purely outdoor recreation spots, our destination blends history, nature, and culture in one easily walkable, scenic setting.

Option 2. Riverfront History Meets Local Flavor

For Portland-area explorers who seek a destination that feels refreshingly different yet easy to reach, Oregon City is a riverfront cultural hub that connects visitors to Oregon's living history, independent businesses, and natural beauty. Unlike crowded urban districts or destinations that feel manufactured, our destination offers authentic heritage experiences and a welcoming, small-town vibe with a modern creative spirit.

Option 3. Oregon's First City, Your Next Adventure

For Portland Metro visitors and locals looking for memorable experiences rooted in Oregon's native identity, Oregon City is a gateway destination that offers hands-on history, local tastes, and access to the spectacular Willamette Falls. Unlike destinations that only highlight nature or only highlight culture, Oregon City seamlessly blends the two, giving visitors more to discover in one place.

Option 4. History You Can Step Into

For Portland Metro residents and travelers seeking immersive, meaningful outings, Oregon City is a historic riverfront destination that invites visitors to walk through the birthplace of Oregon, enjoy unique shops and dining, and explore nature just steps from downtown. Unlike other day-trip spots that feel disconnected from the state's story, our destination is where Oregon's history lives, breathes, and inspires... a place where you belong.

Brand Pillars (Key Themes)

Based on the branding work in the strategic plan and the suggested messaging above, these are the brand pillars or key themes recommended to be tested in marketing efforts over the next two years and beyond:

1. History & Heritage

The birthplace of Oregon is more than preserved history — it's an authentic story still unfolding. From sacred fishing grounds, pioneer trails and historic buildings to hands-on museums, riverside concerts, and outdoor adventures, Oregon City connects past to present in ways that invite exploration and learning.

Themes: history, lessons and education, curiosity, preservation, first and unique, change, forward-looking, cultural evolution and human development, opportunity, industry, innovation.

2. Adventure & Nature

At the confluence of the Willamette and Clackamas Rivers, Oregon City offers water access, trails, and landscapes that define its sense of place. The farms, bluffs, falls, and rivers are both history and adventure, nurturing and shaping the city's culture; providing outdoor escapes right at the city's edge.

Themes: nature, environment, recreation, geography, geology, sustainability, falls, soil & nutrition, abundance, exploration, connection to earth.

3. Arts & Culture

As home to generations of makers and manufacturers, tinkerers and innovators, performers, artists and crafters, Oregon City utilizes its restaurants, galleries, parks, plazas, and riverside as third spaces built for community connection and expression; a place where legends & locals, cultural leaders, historians, and craftspeople tell Oregon's origin story.

Themes: innovation, creativity, visual arts, performing arts, storytelling, international, food, music.

4. Community & Family

Oregon City has always been a place where people come together — from Indigenous roots to pioneer settlements to today's community of makers, entrepreneurs, and families. Visitors experience this spirit in walkable streets, local shops, food, festivals, and a welcoming sense of home and community.

Themes: hometown, urban-rural crossover, community, culinary, creative placemaking, accessibility, inclusion, events, multi-generational, kid-friendly, nesting.

Key Brand Pillars/Themes

History & Heritage	Adventure & Nature	Arts & Culture	Community & Family
First City The state's origin, from first peoples to the Oregon Trail, from statehood to tomorrow's hometown. Gathering Grounds Unique, historical attractions where people have gathered for centuries, from native fishing grounds to the mid-mod municipal elevator.	Look to the Rivers Willamette Falls and the abundant rivers are a gateway to sustainable adventures, recreation, and scenic views. Falls & Foundations Willamette Falls & historic downtown is a launch point for day trips, adventures, and exploring beyond.	Authentically Oregon Cultural leaders, historians, and craftspeople telling Oregon's story. Legendary Locals A creative confluence of characters, with artists, makers, entrepreneurs, storytellers & placemakers.	The Family Table A friendly, accessible, walkable, and inviting hometown brings comfort & nostalgia with hands-on, affordable activities for all ages, races, and abilities. Warm Welcome All are welcomed in the public parks, private businesses and third spaces for community connection and recreation.

Content Pillars (Story Sub-Categories)

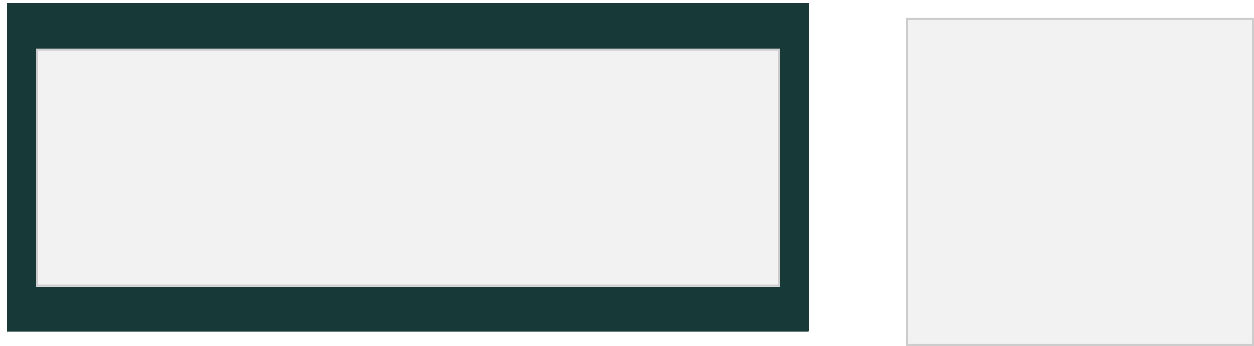
Content will consistently highlight Oregon City's most distinctive assets:

- **History & Heritage** – Indigenous roots, pioneer legacy, heritage preservation.
- **Arts & Culture** – Makers, music, theater, and creative spaces.
- **Food & Beverage** – Breweries, dining, farm-to-table, agritourism.
- **Outdoors & Geography** – Rivers, falls, trails, recreation, environment, climate.
- **Family & Community** – Family-friendly, dog-friendly, local stories.
- **Wellness & Regeneration** – Spiritual spaces, relaxation, sustainability.
- **Seasonal/Holiday Stories** – Celebrations, traditions, seasonal itineraries.
- **Agriculture & Agritourism** - All things rural and back to the land.
- **Indigenous Voices** - Amplifying local stories told by tribal members.

See list of suggested brand hashtags in the [Content Development Library](#).

Visual Brand, Logo & Tagline

A visual brand was developed by [Rotator Creative](#) in 2018 for the city's tourism efforts, with grant funding from Travel Oregon. Based on the information gathered from the 2017 resident survey, the following brand logo, colors and tagline were developed:



Brand HEX Colors:



Tagline: Oregon's Hometown - Estd. 1844 - Welcome Home

Current Uses:

- Digital presence: website and social media account profiles
- Environmental presence: Elevator viewing deck wall cling, street art mural, and fabric banners hung on street light posts
- Print presence: 4-panel accordion fold brochure "visitor guide" with map, 24-page gloss magazine "2022-2023 Travel Planner", Field Guide and award pennant, stickers

Target Audiences

The strategic plan outlines 3 visitor profiles or personas that are still relevant today and will be utilized for this marketing plan. However, research is needed to fully develop these personas and will be conducted using focus groups, customer surveys, social media listening, keyword research, and customer journey mapping.

[Claritas PRIZM segments](#) can also be utilized to improve audience targeting with lifestyle and geographic overlays, personalizing messaging and creative content to fit segment-specific preferences. This will allow us to refine the media mix and channels using insights about digital behavior, which will optimize our digital advertising budgets.

Today, we can make some basic assumptions using key market segments based off of the brand pillars and using data from our partners in Clackamas County and the Portland region.

Original 2017 Strategic Plan Personas:

1. Young Families (History + Adventure Seekers)

- **Motivations:** Seeking fun, interactive, and educational activities where kids can learn by doing (pioneer life, Indigenous heritage, hands-on museums, fishing, outdoor play).
- **Activities:** Ride the Municipal Elevator, explore the End of the Oregon Trail Center, hike family-friendly trails, enjoy splash pads or riverfront parks, attend kid-friendly festivals.
- **Values:** Affordability, safety, learning disguised as play, opportunities to connect as a family.
- **Brand Pillar Alignment:** Living History + Community & Family.

2. Retired Baby Boomers (History + Culinary Enthusiasts)

- **Motivations:** Nostalgia and enrichment through history, cultural exploration, and local food & wine. They value slow travel, storytelling, and authentic local experiences.
- **Activities:** Wine tastings, historic walking tours, Willamette Falls viewing, local theater or concerts, browsing galleries, farm-to-table dining.
- **Values:** Comfort, convenience, opportunities for meaningful connection, walkable access.
- **Brand Pillar Alignment:** Living History + Arts & Culture + Natural Landmarks.

3. Millennial Couple (Explorers + Foodies)

- **Motivations:** Discovery-driven, Instagrammable moments, active experiences balanced with urban-cool downtown vibes.
- **Activities:** Kayaking or SUP on the Willamette, brewery hopping, exploring murals and street art, weekend festivals, hiking to overlooks, “hidden gem” local eateries.
- **Values:** Authenticity, sustainability, creativity, unique over mainstream.
- **Brand Pillar Alignment:** Arts & Culture + Natural Landmarks + Community & Family.

Additional Personas based off brand pillars:

4. The Cultural Curator (Arts & Heritage Travelers)

- **Profile:** Ages 35–65, well-educated, cultural travelers who seek deeper meaning in destinations.
- **Motivations:** To engage with history, Indigenous heritage, art, and cultural makers while supporting local artisans.
- **Activities:** Attending art walks, Indigenous storytelling or craft events, exploring galleries, taking heritage tours, enjoying live performances.
- **Values:** Authentic connection, cultural enrichment, supporting local.
- **Brand Pillar Alignment:** Arts & Culture + Living History.

5. The Outdoor Enthusiast (Nature-First Travelers)

- **Profile:** Ranges from Gen Z weekenders to active retirees; priority is outdoor adventure paired with easy access to food and community.
- **Motivations:** Scenic landscapes, trails, rivers, and active outdoor escapes with a sense of discovery near an urban core.
- **Activities:** Hiking bluff trails, biking the Trolley Trail, kayaking, fishing, birdwatching, photography.
- **Values:** Sustainability, health, exploration, relaxation through nature.
- **Brand Pillar Alignment:** Natural Landmarks + Community & Family.

6. The Multi-Generational Traveler (Family Legacy Seekers)

- **Profile:** Grandparents traveling with kids and grandkids — spanning three generations.
- **Motivations:** Shared learning experiences where elders pass down history while kids enjoy hands-on activities.
- **Activities:** Touring the End of the Oregon Trail together, picnicking riverside, attending family-friendly festivals, heritage sites that cater to multiple learning levels.
- **Values:** Togetherness, memory-making, balancing history + fun.
- **Brand Pillar Alignment:** Living History + Community & Family.

7. The Regional Weekender (Nearby Locals, Portland Metro & Willamette Valley)

- **Profile:** Portland-area and regional residents seeking an easy, close-to-home getaway with a mix of nature, culture, and dining.
- **Motivations:** A change of pace from the city, discovering new dining and cultural experiences, reconnecting with local history and outdoors.
- **Activities:** Evening concerts by the river, brewery tastings, heritage tours, day hikes, exploring small shops downtown.
- **Values:** Accessibility, convenience, authenticity, affordability.
- **Brand Pillar Alignment:** Community & Family + Arts & Culture + Natural Landmarks.

Competitor Marketing Analysis

Peer/Competitor Towns

- **Lake Oswego, OR (~40k)** – Walkable, lakefront downtown; dining/shopping; minutes from Portland. *Strengths:* polished downtown, lake vibe, high-income audience; *Weaknesses for visitors:* less tangible heritage hook. *OC opportunity:* lean into **living history** and **authentic maker culture** to feel more “real” and accessible.
- **McMinnville, OR (~34k)** – Wine country gateway + strong historic Main Street vibe. *Strengths:* wine density + charming Third Street; *Gap:* less river-based play. *OC opportunity:* **rivers + history + family** vs. wine-first.
- **Newberg, OR (~26k)** – Chehalem Valley wineries + small-town core; close to Portland. *Strengths:* proximity + wine/culinary; *Gap:* broader family/history narrative. *OC opportunity:* **Oregon Trail to present** storytelling.
- **Camas, WA (~27k)** – Historic mill town turned charming downtown on the Columbia. *Strengths:* historic mill identity + photogenic main street; *Gap:* smaller experience set. *OC opportunity:* bigger **museum/history** footprint + dual-river access.
- **Edmonds, WA (~43k)** – Waterfront + ferry town with a certified Creative District. *Strengths:* ferry/waterfront + first Creative District; *Gap:* farther from Portland market. *OC opportunity:* **arts activation** with easier Portland reach.
- **Issaquah, WA (~41k)** – Small-city feel with quick trail access (Seattle day-trip market). *Strengths:* quick trails/outdoor; *Gap:* less heritage concentration downtown. *OC opportunity:* **history + outdoors** packaged together.
- **Walla Walla, WA (~35k)** – National-caliber wine destination with dense tasting-room core. *Strengths:* nationally known wine scene; *Gap:* distance from Portland. *OC opportunity:* **short-trip convenience** + non-wine family itineraries.
- **Grants Pass, OR (~39k)** – Rogue River recreation + historic downtown. *Strengths:* Rogue River recreation; *Gap:* distance from Portland/Seattle. *OC opportunity:* **easy access** rivers + heritage without long drives.
- **Troutdale, OR (~15–16k)** – “Gateway to the Gorge” + outlet mall + Sandy/Columbia river access. *Strengths:* Gorge gateway; *Gap:* limited heritage assets downtown. *OC opportunity:* **First City story** + museums as rainy-day anchors.
- **Milwaukie, OR (~21k)** – Small river city next to Portland; growing downtown. *Strengths:* close-in, improving downtown; *Gap:* fewer marquee attractions. *OC opportunity:* stronger **destination identity** and **brand pillars**.

- **Astoria, OR (~10k)** – Deep maritime history, riverfront revival, foodie cred. (Smaller, but strong comp set for “living history.”) *Strengths:* powerhouse maritime history + culinary; *Gap:* 2-hour coastal drive. *OC opportunity:* own **Willamette Falls** and **Oregon origin** narrative for closer day trips.
- **Hood River, OR (~8k)** – Iconic wind/watersports + small downtown; outsized brand pull. *Strengths:* iconic windsports; *Gap:* can feel sport-centric. *OC opportunity:* broader **family/history** appeal with lighter-lift outdoor options.

Note: A few are under 20k but punch above their weight (Astoria, Hood River, Troutdale) and regularly compete for the same day-trip/short-break visitor.

Benchmark U.S. Peers

Adding “benchmark” U.S. towns outside the PNW helps frame Oregon City in a broader *hometown heritage* positioning.

- **Franklin, TN (~85k, outside Nashville)** - Known as “*America’s Favorite Main Street*” with Civil War history, strong preservation, festivals, and small-town feel despite being part of a major metro. Functions as Tennessee’s “*hometown*” retreat from Nashville — similar to how Oregon City can position itself next to Portland.
- **Bethlehem, PA (~76k, Lehigh Valley)** - “Christmas City USA,” industrial/steel heritage, and arts scene built around adaptive reuse of the old steel works. Serves as Pennsylvania’s historic *hometown hub* — heritage-driven but with modern creative energy, much like Oregon City’s mills + maker culture.
- **Galena, IL (~3.2k, tiny but symbolic)** - Signature *heritage destination* in Illinois with preserved 19th-century main street, Ulysses S. Grant home, and strong “hometown America” branding. Despite its small size, it’s widely recognized as Illinois’s quintessential small-town destination — Oregon City could benchmark Galena’s success in owning a *First City / hometown heritage* identity.
- **Pacific Grove, CA (~15k, outside of Bay Area)** – Known as “America’s Last Hometown,” positioned around authenticity and community pride, Pacific Grove markets itself as a nostalgic, welcoming coastal town that blends history, heritage architecture, and natural beauty (Monterey Bay, Asilomar, Pacific Grove Museum of Natural History). Appeals to regional visitors from the Bay Area and national travelers seeking a slower-paced, small-town California experience.

👉 Together, these examples show how metro-adjacent towns (Franklin, Bethlehem) and heritage-anchored icons (Galena, Pacific Grove) successfully own the “state hometown” narrative. Oregon City could adopt a similar role for Oregon: *close enough for locals, historic enough to be the symbolic heart, modern enough to be relevant.*

Competitive Landscape Summary

What we're all selling: close-to-metro escapes with authentic downtowns, water/trail access, and food/bev scenes. Oregon City's differentiation sits at the intersection of Living History + Natural Landmarks + Maker/Arts culture + Family-friendly walkability—all within minutes of Portland and at the confluence of two rivers.

Why this set matters: These places siphon the same low-friction trip types Oregon City wants—day trips, VFR (visiting friends/relatives), short overnights, and return visits tied to seasonal events.

Destination	Positioning / Brand Identity	Key Assets	Visitor Market	Oregon City Takeaway
Oregon City OR 38k	"First City / Oregon's Hometown"; blend of history, rivers, family-friendly, and culture	Willamette Falls, Oregon Trail history, downtown, rivers, maker culture	Portland metro, regional road trippers, heritage + family travelers	Strong base; opportunity to claim unique mix of <i>living history</i> + <i>riverside culture</i>
McMinnville OR 35k	Wine & food hub of the Willamette Valley	Wineries, farm-to-table, Evergreen Aviation Museum, charming downtown	Portland, Seattle, CA travelers, wine tourism	Oregon City can differentiate by history + rivers, not compete head-to-head on wine
Astoria OR 10k	Historic port town with quirky, artsy vibe	Maritime history, breweries, film tourism (The Goonies), Columbia River	Portland/Seattle day-overnight visitors	Competes for heritage travelers; Oregon City can offer inland, pioneer + Indigenous story
Hood River OR 8k	Adventure/sports + craft culture	Windsurfing, breweries, Columbia Gorge views, orchards	PNW outdoor/adventure travelers	Oregon City can position as <i>accessible adventure</i> + <i>heritage</i> without long drive

Bend OR 100k	Outdoor capital of Oregon; lifestyle brand	Deschutes River, craft beer, skiing, biking	Regional, national, affluent adventure travelers	Too large to compete directly, but Oregon City can capture <i>Portland day/overnight</i> visitors seeking outdoor + history
Pacific Grove CA 15k	“America’s Last Hometown” – nostalgic, authentic, community-driven	Monterey Bay, Victorian heritage, coastal charm	Bay Area + national travelers seeking small-town California	Proof that “hometown” identity resonates with visitors and residents alike
Franklin TN 85k	Historic + cultural hub near Nashville	Civil War history, vibrant Main Street, festivals	Nashville overflow, heritage travelers	Similar metro-adjacent model; Oregon City can learn from Franklin’s heritage + live music/events strategy
Bethlehem PA 76k	Revitalized industrial past into cultural draw	SteelStacks arts campus, Moravian history, festivals	Regional heritage/culture seekers	Oregon City can adapt Bethlehem’s <i>industrial heritage</i> → <i>creative culture</i> playbook
Galena, IL 3k	Quintessential small-town America getaway	Preserved 19th-century downtown, B&Bs, history tours	Chicago metro + Midwest leisure travelers	Oregon City can pursue similar <i>heritage + weekend getaway</i> positioning for Portland metro

Marketing Implications & Plays for Oregon City

1) Own “First City, Next Story.”

Make “living history” modern and interactive—tours, maker demos, indigenous perspectives, elevator/industrial heritage—so OC isn’t just another cute downtown; it’s **where Oregon began** (and is still being made).

2) Lead with Two Rivers, Many Ways to Play.

Package low-prep river experiences (walks, overlooks, guided paddles, family fishing intros), plus **near-town trail loops** to compete with outdoor gateways without the logistics tax.

3) Be the Close-In Family Favorite.

Push **walkable, stroller-friendly** museums, hands-on exhibits, pocket parks, ice-cream-plus-elevator moments, and seasonal scavenger hunts—things wine towns and sport towns don’t emphasize.

4) Tie into Wine Without Being Wine-First.

Create **bridge itineraries** (OC morning history + afternoon Yamhill wine), shuttle/collab content with Newberg/McMinnville to intercept visitors who’d otherwise bypass OC.

5) Sharpen the Culinary/Maker Signal.

Feature **local makers, small-batch food, and market days** to answer Lake Oswego’s polish and Astoria’s foodie buzz with something scrappier and more storied.

6) Calendar Coordination = Share of Voice.

Sync seasonal content drops with Travel Oregon/Travel Portland and neighbor campaigns to ride larger media waves (Objective 3 tie-in).

7) Productize Signature Experiences.

Package and ticket 2–3 **bookable** hero experiences (e.g., “Falls & Founders,” “Rivers at Dusk,” “Makers & Mills”) so we have reasons to choose OC over a generic day out.

KPIs to Watch vs. This Set

- **Share of Portland-origin day trips** (social geos, mobile data if available).
- **Unbranded search lift** for “things to do near Portland,” “Oregon history,” “Willamette Falls,” etc.
- **Itinerary completion** (multi-stop routes saved or clicked).
- **Partner referrals** (click-throughs to museums, guides, makers).
- **Repeat visitation proxies** (newsletter growth, return clicks, GA4 returning users).

Brand & Marketing SWOT Analysis

Strengths - Internal factors that give Oregon City a competitive advantage in tourism.

- **Authentic “Hometown” Identity:** Oregon City is already positioned as Oregon’s “Hometown,” giving it a strong, values-driven narrative of belonging, authenticity, and community pride.
 - **Strategic Partnerships:** Active and positive collaboration with Travel Oregon, Clackamas County Tourism, and local partners provides leverage for grants, marketing amplification, and shared resources.
 - **Proximity Advantage:** Located on the edge of Portland, Oregon City benefits from a large nearby visitor base seeking day trips and weekend escapes.
 - **Historic & Cultural Assets:** Deeply rooted heritage (Willamette Falls, historic districts, museums, End of the Oregon Trail) creates storytelling opportunities that resonate with heritage and educational tourism.
 - **Lean & Nimble Structure:** A small budget and contract model allows for experimentation and flexible pivots without heavy bureaucracy.
 - **Community Energy:** Strong base of historic societies, volunteers, and local pride—even if siloed—shows an engaged resident foundation that can be activated through the right coordination.
-

Weaknesses - Internal factors that hinder Oregon City's tourism potential.

- **Limited Resources:** With only one contract staff person and ~\$40,000 budget, Travel Oregon City lacks scale for major campaigns or robust year-round staffing.
- **Nascent Brand Infrastructure:** No official creative assets (photo/video library, campaigns, style guide updates) currently exist; these must be built from scratch.
- **Perceived Brand Genericism:** The “hometown” positioning risks blending in with other towns that use similar language, lacking immediate differentiation.
- **Volunteer Dependency:** Reliance on an aging volunteer base in heritage organizations limits innovation and long-term sustainability.
- **Lack of Fresh Data:** No recent visitor or resident sentiment research; decisions risk being made from assumptions rather than insights.
- **Limited Marketing Channels:** Current activities are largely centered on social media/blogging; without expansion, reach may remain narrow.
- **Accommodations:** Home to only one hotel, marketing Oregon City as an overnight destination is limited by capacity and occupancy or risks leakage to nearby towns with more hotels.

Opportunities - External factors that could be leveraged for tourism growth.

- **Evolving Visitor Trends:** Growing demand for close-to-home escapes, heritage tourism, creative placemaking, and food-driven experiences creates multiple angles for Oregon City to stand out.
 - **Willamette Falls Legacy:** Even though Tumwata Village is a long-term project, anticipation around access can be leveraged for storytelling, branding, and community engagement.
 - **Brand Refresh Potential:** A chance to refine or augment the “hometown” narrative with specific differentiators.
 - **Youth Engagement:** Internship and job-shadowing programs can build capacity, infuse new energy, and position Oregon City as a talent hub for future tourism leaders.
 - **Grant & Funding Leverage:** Opportunity to scale beyond the base \$40,000 budget through state, regional, and partner grant programs, as well as city/board approvals.
 - **Proximity to Portland Market:** Oregon City can benefit from Portland’s tourism rebound, positioning itself as an accessible, authentic alternative for visitors seeking a slower pace or small-town experience.
 - **Creative Placemaking & Foodie Appeal:** Emerging trends in culinary tourism, arts/culture, and small-scale festivals align well with Oregon City’s community character and existing assets.
-

Threats - External factors that could negatively impact Oregon City's tourism industry.

- **Transportation Access:** Stakeholders listed parking and road construction as a key barrier to Oregon City’s tourism industry.
- **Infrastructure Delays:** Long timelines for Tumwata Village, seismic retrofits, and highway/bridge projects may slow access and frustrate visitors.
- **Homelessness & Public Perception:** Visible homelessness in and around downtown may affect visitor comfort and resident support for tourism.
- **Aging Volunteer Workforce:** Key historic organizations are led by older generations unwilling to collaborate, risking stagnation or organizational collapse.
- **Competitive Suburban Towns:** Neighboring destinations (Lake Oswego, Milwaukie, Beaverton, etc.) are also marketing themselves as lifestyle and leisure hubs, competing for the same close-in Portland audience.
- **Funding Stability:** With such a small baseline budget, Travel Oregon City is highly dependent on grants and city/board approvals, leaving it vulnerable to shifts in political or funding priorities.

Marketing Objectives, Strategies & Tactics

Marketing objectives are broad, high-level aspirations for the marketing period that focus on the overall impact of marketing efforts towards the organization's mission and on the destination as a whole.

A **marketing strategy** is the high-level approach you take to achieve a specific marketing objective—it defines how you'll reach the goal.

A **tactic** is the specific action you take or tasks you complete to carry out the strategy.

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1- Establish Efficient & Effective Marketing Operations

Since this is our very first year — and really our very first quarter — of marketing as a DMO, a big part of the plan is simply setting up shop. Before we can launch big creative campaigns, we need to put the basics in place: systems, workflows, and ways to track what we're doing. Think project management tools, dashboards, and reporting so we can see what's working and what's not. Laying this foundation now means we'll run smoother, spend our limited resources wisely, and have room to grow — including eventually adding staff, students on extra credit assignments, or contractors as things scale up.

Strategies & Tactics

1. **Handoff of website & social media accounts** - Ensure that we have all proper access for the domain name, DNS, wordpress, social accounts, etc... and understand all related contractual roles and responsibilities with the City.
 - a. **Q1 - Meet with the City IT team** - Understand roles, responsibilities, and access, and plan a road map for integration into the new OS.
2. **Implement systems & tools for operational efficiency** – Adopt technologies and workflows that streamline project management, communications, and reporting.
 - a. **Q1 - Asana** - Select and implement a project management system to track the content calendar, campaigns, deliverables, and deadlines.
 - b. **Q1 - Canva** - Select and implement a creative design tool, populated with brand assets.
 - c. **Q1 - Meta Business Suite** - Set up Meta for content calendar scheduling and audience engagement automations across Facebook and Instagram.
 - d. **Q2 - Google Analytics** - Set up website analytics and reporting tools.
 - e. **Q2 - Automations** - Automate key marketing tasks where possible (e.g., social scheduling, email marketing flows, reporting pulls) with Locl and other tools.
 - f. **Q3 - TikTok & YouTube** - Set up video based social media platforms.
 - g. **Q4 - Marketing Operations Manual** - Document processes and create an operations manual to support eventual staff onboarding and continuity.
3. **Establish transparent performance tracking** – Create clear data, research, and reporting frameworks to measure ROI and inform decision-making.
 - a. **Q2 - Dashboard** - Establish a monthly performance dashboard (Board's Google Site) that reports on website analytics, social media engagement, campaign performance, and visitor inquiries.
 - b. **Q3 - Target Audience Research** - Activate digital advertising with audience reporting to validate assumptions and refine targeting.
 - c. **Q4 - 2026-2027 Annual Marketing Plan** - Take all lessons, measurement and data from implementing this year's marketing plan to draft the Year 2 marketing plan. Present overall Year 1 report and Year 2 draft to a new Marketing Committee for feedback and presentation to the Board for approval.

2- Refresh & Refine the Oregon City Brand

This objective is about tightening up the Oregon City tourism brand — making sure our visuals, messaging, and positioning feel current, authentic, and consistent. This is different from storytelling (covered later in Objective 5). Here, the focus is on the nuts and bolts of brand identity: guidelines, assets, positioning, and rollout.

We'll use the existing brand work as a foundation, update what needs refreshing, and then roll it out across our own channels and with local partners. The goal is to have a clear, consistent look and message that visitors and locals both recognize and connect with.

Strategies & Tactics

1. **Update and share brand guidelines** – Refresh design standards, messaging, and positioning so everyone is working from the same playbook.
 - a. **Q1 – Brand guidelines** - Set up brand kit (logo, colors, fonts, tone, USP) in Canva and share guidelines with the board in PDF form along with [a link to the brand assets folder](#).
2. **Refresh owned channels with brand identity** – Apply updated language, look and tone across website, social, and print.
 - a. **Q2 – Reactivate social media channels** - A 12-month editorial calendar using brand pillars and voice (see objective 5).
 - b. **Q2-4 – Update website** - Add new pages and content (like a land acknowledgement) to align with the refined brand.
3. **Engage local partners in brand adoption** – Build recognition and alignment through local businesses and attractions with swag, materials and brand assets.
 - a. **Q2 – Partner marketing toolkit** - Provide partners with easy-to-use brand toolkit (guidelines, logo files, sample copy).
 - b. **Q2-4 – Brand evangelism** - Share swag and emphasise the brand message in stakeholder meetings, encouraging at least 10 local businesses/organizations to integrate brand elements in their promotions.
4. **Measure brand awareness and alignment** – Track how well the refreshed brand is resonating with visitors and locals.
 - a. **Q2 – Brand campaign** - The first seasonal campaign (autumn/winter 2025) will be set up as a brand campaign to test positioning.
 - b. **Q4 – Brand awareness survey** - Conduct awareness benchmark survey in Portland Metro (target: ≥60% recognize Oregon City as distinct destination, baseline required) and with stakeholders for brand validation.

3- Expand Reach Through Strategic Partnerships

Tourism success in Oregon City depends on strong partnerships. We can't (and don't need to) do this alone — by working with key tourism partners and local organizations, we can stretch our budget further and get in front of larger audiences. This objective is about building those relationships, lining up our marketing calendar with theirs, and taking advantage of co-op opportunities like campaigns, tradeshow, social media collabs, and grant programs. The focus is simple: keep communication open, show up in regional/state marketing, and find ways to multiply our reach without multiplying our costs.

Strategies & Tactics

1. **Build regular communication with partners** – Keep in sync with state, regional, and local tourism orgs through meetings and communications, i.e. industry newsletters.
 - a. **Q1 – Tourism Partners** - Establish standing check-ins with Travel Oregon, Travel Portland, and Mt. Hood Territory marketing teams.
 - b. **Q1 – Local Partners** - Connect with Oregon City Chamber and Downtown Oregon City Association to identify partnership & co-op marketing opportunities.
2. **Align with partner marketing calendars** – Match up Oregon City campaigns with statewide/regional pushes and local organization event calendars.
 - a. **Q2-4 - Local events calendar** - Put as many local stakeholder events as possible onto the destination event calendar and content calendar - categorized to include industry events and opportunities. Ensure all local events are shared to Partner events calendars.
 - b. **Q2 – Align content calendars** - Map out Travel Oregon, Travel Portland, and Mt. Hood Territory content and campaign schedules.
3. **Activate cooperative marketing opportunities** – Participate in partner-led campaigns, tradeshow, and social media collaborations.
 - a. **Q2-4 - [Mt. Hood Territory](#)** - Join in at least 3 co-ops with Clackamas County (with their first time sponsorship credit and rebate programs if eligible).
 - i. [Here is Oregon Event Booster or Brand Storyteller](#) - \$400-700
 - ii. [Travel Oregon eNewsletters](#) - \$145-498
 - iii. [Q2 - 2026 Travel Oregon Things To See & Do Brochure](#) - \$553-1,053
 - b. **Q2-4 - Travel Portland/Oregon** - Contribute content quarterly to Partner website and social channels, [participate in at least one co-op](#), and Oregon City presence at [Destinations International Annual Conference](#) and the [Governor's Conference](#).
 - i. [Oregon Travel Ad Network](#) - <\$250
 - ii. [Q2 - Travel Portland Visitor Guide Media Kit](#) - \$3,760-9,980
4. **Pursue partner funding** – Secure additional dollars to amplify Oregon City's reach.
 - a. **Q2-4 - Grants** - Plan marketing initiative requiring funding, confirm eligibility, and apply for City, County, State, Travel Oregon and Mt. Hood Territory grants.

4- Build Awareness and Local Support for Tourism

Destination management only works if the community is on board and shares the vision. Visitors experience Oregon City through its people — businesses, neighbors, frontline staff — so locals need to understand the value of tourism, feel proud to share their city, and be inspired to develop tourism related experiences. This objective is about getting out into the community, building trust, and showing how tourism supports the local economy, improves quality of life, and celebrates Oregon City's culture. For example, a Marketing Committee made up of local arts, culture, marketing & PR professionals will develop the 2026-2027 Marketing Plan.

Strategies & Tactics

1. **Engage with neighborhoods and civic groups** – Build visibility by introducing the DMO to the community and sharing the value of tourism.
 - a. **Q2–Q4 – Neighborhood Association Tour** - Present at at least 3 neighborhood association meetings.
 - b. **Q3 – Community Tourism Updates** - Schedule tourism updates with the City Council and civic groups, like Rotary.
 - c. **Q3–Q4 – Tourism Impact Reporting** - Publish quarterly “Tourism by the Numbers” infographics (social, website, local media).
2. **Support local tourism businesses** – Offer marketing technical assistance and highlight their role in the destination.
 - a. **Q2-4 - Tourism Business Engagement** - Provide one-on-one business support for marketing efforts, including partner coops and social collabs.
 - b. **Q2-4 - Quarterly Stakeholder Events** - Schedule quarterly stakeholder meet ups or networking events, hosted at rotating locations to include mini-site visits and tours.
3. **Lay groundwork for community engagement programs** – Put feelers out and develop concepts for future rollout.
 - a. **Q3–Q4 – Community Engagement Programs** - Explore program frameworks:
 - i. Concierge/Ambassador Training - Increase destination knowledge and enhance customer service.
 - ii. Meeting & Event Champion Incentives
 - iii. Local Social Media Influencer Collabs/Takeovers
 - iv. Student Engagement - Internship, Job Shadowing & Class Credit Ops
 - v. Realtor “Welcome Home” Coop Marketing
 - vi. Tourism Industry Appreciation Campaign
 - vii. Annual Tourism Industry Dinner & Awards Ceremony

5- Elevate Storytelling & Content

The daily expression of Oregon City's brand comes to life through storytelling. This objective emphasizes consistent content development and distribution across digital, social, and earned channels to both inspire visitors and build community pride. By curating authentic stories, showcasing diverse voices, and leveraging multiple formats (video, photography, blogs, user-generated content), the DMO will grow awareness, drive engagement, and convert day and stop-by visitors into overnight or repeat guests. Compelling storytelling ensures that Oregon City is not only marketed but truly experienced, creating a cohesive narrative that connects history, culture, and modern vibrancy.

Strategies & Tactics

1. Content & Storytelling Development

- a. **Q1 - Content Calendar** - Align storytelling themes with seasonal campaigns and regional/statewide marketing pushes.
- b. **Q3-4 - "Legendary Locals" or "Oregon Origin Stories"** - Begin planning & producing a series (basic social video + blog) featuring makers, historians, artists, and entrepreneurs.
- c. **Q3-4 - Seasonal Marketing Assets** - Develop 3 seasonal (winter, spring, summer) photo/video shoots to support campaigns and evergreen content.
- d. **Q4 - First UGC campaign** - Create a UGC collab campaign with a branded hashtag; feature top content monthly across owned channels.

2. Social Media & Digital Marketing

- a. **Q2-4 - Seasonal Campaigns** - Run two seasonal digital campaigns (fall/winter, spring/summer) with local business partners and deploy targeted paid ads (social & search only) to drive awareness and trip-planning behavior.
- b. **Q4 - Local Influencers** - Begin plans to collaborate with Portland Metro influencers and local creators for authentic takeovers and cross-promotions.

3. Website, SEO/AIO & Owned Channels

- a. **Q2-4 - Optimize website** - Add engaging visitor itineraries and stories. Optimize content for SEO/AIO with blog posts, landing pages, and regular updates.
- b. **Q4 - Google Web Stories** - Explore usefulness of Google Web Stories through Crowdriff with Clackamas County Tourism or other similar short-form storytelling tools for dynamic engagement in Year 2.

4. Public & Media Relations

- a. **Q3 - Media Kit** - Create and distribute a PR/media kit. Pitch stories to regional and statewide outlets that align with Oregon City's brand pillars.
- b. **Q4 - Mini Media FAM** - Host 1 FAM tour for local travel media or influencers via Travel Massive Portland Chapter.

Implementation Timeline

Quarter 1 (July - September 2025) Summer

- **Meet with the City IT team** - Understand roles, responsibilities, and access, and plan a road map for integration into the new OS.
- **Asana** - Set up the project management system to track the content calendar, campaigns, deliverables, and deadlines.
 - **Content Calendar** - Align storytelling themes with seasonal campaigns and regional/statewide marketing pushes.
- **Canva** - Set up and populate with brand assets.
 - **Brand guidelines** - Set up brand kit (logo, colors, fonts, tone, USP) in Canva and share guidelines with the board in PDF form along with a link to the brand assets folder.
- **Meta Business Suite** - Set up Meta for content calendar scheduling and audience engagement automations across Facebook and Instagram.
- **Tourism Partners** - Establish standing check-ins with Travel Oregon, Travel Portland, and Mt. Hood Territory marketing teams. Schedule meetings to discuss:
 - **Travel Portland/Oregon** - Ongoing content sharing plan, sign up to participate in at least one co-op and discuss Oregon City presence at Destinations International Annual Conference.
 - Oregon Travel Ad Network
 - Q2 - Travel Portland Visitor Guide Media Kit
 - **Mt. Hood Territory Coops** - Sign up for:
 - 2026 Travel Oregon Things To See & Do Brochure (Ad sales close October 17)
 - Here is Oregon Brand Storyteller
 - Travel Oregon eNewsletters
 - **Grants** - Plan marketing initiatives requiring funding, confirm eligibility, and plan to apply for Travel Oregon and Mt. Hood Territory grants.
- **Local Partners** - Engage and collaborate with Oregon City Chamber and Downtown Oregon City Association to get input on the Marketing Plan, develop & identify initiatives, partnerships & co-op marketing opportunities.

Quarter 2 (October - December 2025) Autumn

- **[Dashboard - Establish a performance dashboard](#)** (on Board's Google Site - Due Oct 1) that reports on marketing performance.
 - **Google Analytics** - Set up website analytics and reporting tools.
- **Automations** - Automate key marketing tasks where possible (e.g., social scheduling, email marketing flows, reporting pulls).
- **Reactivate social media channels** - A 12-month editorial calendar using brand pillars and voice.
 - **Brand campaign** - The first seasonal campaign (autumn/winter 2025) will be set up as a mini, low-production brand campaign to initially test pillars and positioning as "Oregon's Hometown" (putting out the Giant Welcome Mat?).
 - **Align content calendars** - Map out Travel Oregon, Travel Portland, and Mt. Hood Territory content and campaign schedules.
- **Partner marketing toolkit** - Provide partners with easy-to-use brand toolkit (guidelines, logo files, sample copy, content calendar). Due December 1.
- **Neighborhood Association Presentation**
- **Quarterly Stakeholder Event**

Beginning in Q2 but ongoing throughout the year:

- **Update & optimize website** - Add new pages and content (like a land acknowledgement) to align with the refined brand. Add engaging visitor itineraries and stories. Optimize content for SEO/AIO with blog posts, landing pages, and regular updates. Scheduling 2 long-form blogs per month in the [content calendar](#).
- **Brand evangelism** - Share swag and emphasise the brand message in all stakeholder meetings.
- **Local events calendar** - Put as many local stakeholder events as possible onto the destination event calendar and content calendar - categorized to include industry events and opportunities. Ensure all local events are shared to Partner events calendars.
- **Tourism Business Engagement** - Provide one-on-one business support for marketing efforts, including partner coops and social collabs.

Quarter 3 (January - March 2026) Winter

- **Community Tourism Updates** - Schedule tourism updates with the City Council and civic groups, like Rotary.
- **Media Kit** - Create and distribute a PR/media kit. Pitch stories to regional and statewide outlets that align with Oregon City's brand pillars. Due January 15.
- **TikTok & YouTube** - Set up video based social media platforms.
- **Spring/Summer campaign** - Design and produce creative for the spring/summer seasonal campaign, preparing to launch in Q4.
 - **Target Audience Research** - Activate digital advertising with audience reporting to validate assumptions and refine targeting. Utilize analytics from the fall/winter brand campaign to assist in optimizing.
- **"Legendary Locals"** - Begin planning & producing a series (basic social video + blog) featuring makers, historians, artists, and entrepreneurs.
- **Seasonal Marketing Assets** - Schedule winter photo/video shoots to support campaigns and evergreen content.
- **Neighborhood Association Presentation**
- **Quarterly Stakeholder Event**

Beginning in Q3 but ongoing throughout the year:

- **Tourism Impact Reporting** - Publish quarterly "Tourism by the Numbers" infographics (social, website, local media).
- **Community Engagement Programs** - Begin designing engagement programs.

Quarter 4 (April - June 2026) Spring

- **Neighborhood Association Presentation**
- **Quarterly Stakeholder Event**
- **Seasonal Marketing Assets** - Schedule spring photo/video shoots to support campaigns and evergreen content.
- **Mini Media FAM** - Host 1 FAM tour for local travel media or influencers.
- **First UGC campaign** - Create a UGC collab campaign with a branded hashtag; feature top content monthly across owned channels.
- **Google Web Stories** - Explore usefulness of Google Web Stories through Crowdriff with Clackamas County Tourism or other similar short-form storytelling tools for dynamic engagement in Year 2.
- **Brand awareness survey** - Conduct awareness benchmark survey in Portland Metro and with stakeholders for brand validation.
- **Local Influencers** - Begin plans to collaborate with Portland Metro influencers (paid?) and local creators for authentic takeovers and cross-promotions to take place in Year 2.
- **Marketing Operations Manual** - Document processes and create a "living" operations manual to support eventual staff onboarding and continuity.
- **2026-2027 Annual Marketing Plan**

Content Calendar

A content calendar with day, week, month and seasonal level details will be developed in Asana/Meta Business. The goal will be to have (near) daily activity across channels, particularly on social media, in order to keep Oregon City visible in the target audience news feed.

This calendar will feature:

- ☐ Local events - Save the dates (month/weeks out), remember (week out/day before), LIVE (it's today/we're here), and post-event reports.
- ☐ Re-posts and shares from local stakeholder content, including UGC content with OC hashtags.
- ☐ International holidays, observances and days of remembrance that are relevant.
- ☐ U.S. federal holidays, observances and days of remembrance that are relevant.
- ☐ Religious & other cultural holidays that have a relevant or tourism related presence (i.e. event or cultural group) in Oregon City
- ☐ Fun, unofficial, relevant [social media "holidays"](#) (i.e. Donut Day, International Cat Day).
- ☐ Bi-weekly (twice monthly) long-form blog posts with at least 3 related social posts. These could be part of campaigns, such as Legendary Locals interviews, or stand-alone evergreen content.
- ☐ Partner-aligned themes and seasonal campaigns
- ☐ Bi-annual seasonal campaigns with stakeholder collabs.
- ☐ Tourism impacts awareness and engagement posts for local stakeholders.
- ☐ Influencer takeovers, collabs and crosspromotions.
- ☐ [Daily post prompts](#) for filler on days with no holiday, event, campaign or other integrated content.

Budget Allocation

The budget table on the next page breaks down marketing expenses by activity, with the objective and strategy number referenced in the far left column. The “Sonderel Budget” column refers to the budget proposed in the Sonderel proposal which was already approved in the contract. The estimated cost column is a newer budget updated with pricing information gathered since the proposal was written.

Because meetings with key partners have not yet occurred, there may be additional savings and cooperative opportunities or cost-sharing that will bring down these line item estimates. In addition, some activities are likely eligible under future grant funding, reallocating budget to activities that are not.

Some additional budget notes for line item activities:

- The **Brand Awareness Survey** is the only activity that was not budgeted in the Sonderel proposal. This estimate includes a basic online survey (boosted), as well as a “social media street interview” style in-person survey initiative, calculated as: 2 staff, \$25/hr, 4 hours at 4 key Portland Metro events. These surveyors could be hired out of marketing or data classes. If we’re able to negotiate class credit, then we could also consider lowering / half the hourly rate to \$12.50/hr and hire a second team of surveyors.
- **Partner Cooperative Opportunities** were budgeted at \$5,000 in the Sonderel proposal. With the objective to participate in at least 3 Clackamas County and 1 Portland Region opportunities, the resulting mix comes in at just \$510 over budget. Alternatives are listed in the event that the Board sees higher value in one higher cost opportunity over multiple lower cost ones.
- A **Destination’s International Annual Conference** non-member attendee ticket is a higher priced item. However, there will likely be a chance to partner, volunteer, or otherwise negotiate for participation once partner meetings take place. The sponsor prospectus has also not been published yet, so the cost of an exhibit booth may be the same price as an attendee pass.
- The general **Digital Ads** budget in the Sonderel proposal was not tied to a specific campaign but to daily operations (“boost this post”). In this first year, these funds are better suited to fill the estimated cost gap as a contingency fund, especially since both campaigns include \$1,000 each in digital ad budget spend.

#	Activity	Sonderel Budget	Estimate Cost	Diff.
1.2	Software & Systems Licenses - Google Workspace \$168 - Inuit Quickbooks \$399	\$1,000	\$576	\$424
2.3	Brand Evangelism - Event assets (table cloth, tent) and swag to be given out at neighborhood association presentations, stakeholder quarterly events, City and civic group presentations, partner meetings, etc. Example mix: - Local graphic design services / license \$2,000 - Table cloths (6' & 8') \$100 - Tent \$500 - Stickers (5,000) \$1,000 - Tshirts (200) \$2,000 - Totes (500) \$1,400	\$7,000	\$7,000	\$0
2.4	Hometown Brand Campaign (Fall / Winter) - Digital Ads	\$1,000	\$1,000	\$0
2.4	Brand Awareness Survey - Social media street interviews \$1,000 - Online survey \$1,000	\$0	\$2,000	-\$2,000
3.3	Partner Cooperative Campaigns: - Here is Oregon Brand Storyteller \$700 Travel Oregon eNewsletters general banner \$497.50 Things To See & Do Brochure half panel \$552.50 Travel Portland Visitor Guide quarter page ad \$3,760 <i>Not included in estimate, alternatives not within budget:</i> Travel Oregon Visitor Guide ½ page Ad - \$6,695 TravelOregon.com medium basic bundle - \$910/qtr. TravelOregon.com sponsored story - \$3,600 Here is Oregon Event Booster (1) - \$400 DI Annual Convention - July 21-23* \$2,095 Oregon Governor's Conference on Tourism - Mar 9-11 - Exhibitor Booth \$750	\$5,000 \$2,000	\$5,510 \$2,845	-\$510 -\$845
4.2	Quarterly Stakeholder Events (3 events) Travel Portland Partner Summit	\$1,800 \$0	\$1,800 \$60	\$0 -\$60
5.1	Digital Assets Production	\$15,000	\$15,000	\$0
5.2	Spring / Summer Campaign	\$1,000	\$1,000	\$0
	General Ads contingency (digital ads)	\$3600	\$0	\$3600
	Totals	\$37,400	\$36,791	\$609

Savings

There are some savings and budget efficiencies that are realized through a little time and effort to register as a non-profit (i.e. software licenses) and potential additional co-op savings to be negotiated in upcoming stakeholder meetings:

- ~~50% off Asana for non-profits (saves \$66)~~
 - Not eligible due to c(6) incorporated designation. Will keep a basic free account.
- ~~100% off Canva pro for non-profits (saves \$120)~~
 - Not eligible. Keeping a free basic account. Pro needs provided by Sonderel.
- Mt. Hood first time sponsorship credit - \$150 towards a co-op opportunity
- Mt. Hood social media rebate program - 50% rebate (\$250 back for digital ads)
- Potential partner with DOCA to split the cost of a cooperative marketing ad in the Travel Oregon Ad Network opportunities. (\$350+)
- Work with Travel Portland media partner to create a shared Oregon City co-op page/spread for our local businesses to buy into.
- Partner with 4 key local event producers to split the cost of Event Booster ads. (\$800)
- Work with Mt. Hood for co-op funding for other Portland Region level ads and ops, including event sponsorship.
- Cost of swag could be recuperated by selling the higher ticket items like T-shirts or Totes at local events from a branded "Visitor Information Booth."

Grants

This marketing plan and budget does not include detailed plans or numbers for grants, as information about those programs have not yet been published or discussed. However, grants may be pursued this year and budgets reallocated as appropriate.

Annex

KPIs

Specific, Measurable, Achievable, Relevant, Time-bound (SMART) Objectives clearly define quantifiable targets for key performance indicators (KPIs) such as visitor numbers, economic impact, brand awareness, and length of stay.

Organizational level SMART Goals and KPIs this marketing plan supports:

- Grow visitation by XX%
- Grow room night bookings by XX%
- Generate \$XXX in direct visitor spending
- Generate XX tourism related jobs

✓ Marketing Plan Success Looks Like:

- Annual marketing plan delivered **on schedule and within budget**.
- Marketing dashboard established and updated **monthly** to track digital engagement, visitor leads, and campaign performance.
- Project management system adopted and used consistently for marketing workflows with a “living” operations manual developed **by year end**.
- Updated brand guidelines completed and distributed to stakeholders by Q3.
- One brand campaign launched.
- Launch **1 signature storytelling campaign** (e.g., Oregon’s Origin Stories, Legendary Locals) by end of fiscal year.
- 10+ partners adopting brand elements.
- Awareness survey benchmark established.
- At least 3 co-op marketing partnerships secured with Mt. Hood Territory.
- Publish at least **2 original stories per month** (blog, video, podcast, social series) tied to brand pillars.
- Achieve **20% year-over-year increase** in website content engagement (time on page, clicks, shares), baseline needed.
- Grow social media reach by **15%** and engagement rate by **10%** across primary platforms.

Other / Future KPIs to consider:

- \$XX in leveraged marketing value generated through co-ops and grants.
- 5 new cross-promotions with local businesses (joint packages, itineraries, offers).
- Average response time to partner inquiries reduced by **20%** compared to baseline.
- 2 joint events or campaigns executed with regional/state partners.
- At least 4 tourism roundtables/town halls hosted.
- +15% positive sentiment in annual resident survey (baseline needed).
- Secure at least **3 earned media placements** (local/regional press, travel blogs, influencers).

Daily Posting Prompts

Monday

- **Member Monday** → spotlight DMO partners, local businesses, makers.
- **Museum Monday** → feature heritage sites, history museums, or quirky facts.
- **Market Monday** → local farmers markets, makers, shops.
- **Meet-Up Monday** → community events, small gatherings.

Tuesday

- **Trail Tuesday** → hiking, biking, river walks, Mt. Talbert, etc.
- **Tasting Tuesday** → breweries, wineries, coffee, food.
- **Town Tuesday** → downtown Oregon City, shops, murals, streetscapes.
- **Timber Tuesday** → nod to heritage/forestry past.

Wednesday

- **Wednesday Welcome**
- **Wild Wednesday** → outdoors, wildlife, adventure.
- **Willamette Wednesday** → river stories, water activities, locks, falls.
- **Wine Wednesday** → regional wine scene.
- **Women of Oregon City Wednesday** → historic or current leaders, makers, artists.
- **Walkable Wednesday** → strolling downtown, scenic walking tours.

Thursday

- **Throwback Thursday** → historic photos, archives, heritage storytelling.
- **Theater Thursday** → live music, arts, performing events.
- **Thirsty Thursday** → spotlight on food and drink.

Friday

- **Family Friday** → family-friendly activities and events.
- **Free Friday** → highlight free attractions/events.
- **Foodie Friday** → restaurants, cafes, culinary experiences.
- **Falls Friday** → Oregon City Falls, river heritage.
- **First Friday** → if aligned with downtown events/art walks.

Saturday / Weekend

- **Scenic Saturday** → vistas, hikes, river shots.
- **Small Business Saturday** → local shops and makers.
- **Story Saturday** → local history or personal stories.
- **Sunday Stroll** → parks, trails, downtown walks.
- **Sunday Spotlight** → feature a partner, local hero, or attraction.
- **Savor Sunday** → food, drink, brunch, markets.
- **Self-Care Sunday** → wellness, nature, slow tourism.
- **Sunday Funday** → Quirky and fun

Hashtags

Core Hashtags: Emphasizing Place & Identity

#OregonCity #TravelOregonCity #OregonsHometown

#OregonsFirstCity #OregonOrigins #ORFirstCity #FirstCityFolk #OROriginStory

#EndoftheOregonTrail #OregonTrail

#WillametteFalls #tumwata #ItsWillametteDammit

#97045

#OGOC #TheOGOC #OriginalOC #OCOr #TravelOCOr

#WelcomeHome #OCWelcomeMat

Campaign & Experience Focused:

#OCFeelsLikeHome #HomeSweetOCHome #WelcomeHomeOCOr

#LoveOregonCity #LegendaryOCLocals #OCSundayFunday #OCFoodies
#OCstorytellers

Regional Tags: Broadening Reach

#PNW #PacificNorthwest

#Oregon #TravelOregon #OregonTravel #VisitOregon

#TravelPortland #PDX #Portlandia

“Oregon’s Hometown” Brand Campaign -

INTERVIEWS

Locals and stakeholders will be video interviewed telling why Oregon City feels like home to them.

Pre-Interview / Release

1. Full name, title/role (if relevant to stakeholder status).
2. How long have you lived in Oregon City?
3. Do we have your permission to record and use this video across digital and print platforms? (Signed release form.)

Core “Why Oregon City Feels Like Home” Questions

4. What brought you to Oregon City originally?
5. Why did you decide to stay?
6. What makes Oregon City feel like *home* to you?
7. How would you describe the personality or spirit of Oregon City?
8. What’s your favorite memory here?
9. What places, businesses, or events feel most like “home” to you?
10. How has Oregon City shaped you (personally, professionally, or as a family)?
11. What’s the first place you take friends or family when they visit?
12. What do you hope visitors experience when they come here?
13. What makes you proud to call Oregon City home?
14. In three words, how would you sum up Oregon City?

Optional Add-Ons (to capture variety for different edit needs)

- “What’s your favorite local food/restaurant/coffee spot?”
- “Which community event do you look forward to each year?”
- “What’s a hidden gem or place most people don’t know about?”
- “How has Oregon City changed since you’ve been here?”
- “What does the future of Oregon City look like to you?”

Production Considerations

✓ Release Forms

- Every participant signs a **video/photo release** granting permission to use their likeness and words across platforms (YouTube, social media, website, print, etc.).
- If minors are interviewed, a parent/guardian consent form is required.

✓ Consistency & Branding

- Branded backdrop or logo subtly present (if possible).
- Consistent opening line: *"We're here with [Name], sharing why Oregon City feels like home."*
- Ask everyone the core "Why does Oregon City feel like home?" question for campaign cohesion.

✓ Video Production

- Capture both **horizontal (YouTube/blogs)** and **vertical (Reels/Stories/TikTok)** framing.
- Record in quiet, well-lit spaces (preferably natural light, minimal background noise).
- Use a lapel or directional mic for clear audio.
- Film 10–15 seconds of B-roll: them walking, interacting at their business, shots of the city they mention.

✓ Editing / Content Strategy

- Full interviews → YouTube.
- 30–60 sec highlight clips → Reels, TikTok, Shorts.
- Short written pull-quotes → Instagram posts, blogs, website features.
- Consider a series name: *"Oregon's Hometown Voices."*

✓ Diversity & Representation

- Include a wide mix: longtime locals, new residents, business owners, students, families, cultural leaders, artists, hospitality workers.
- Aim for different neighborhoods, ages, and backgrounds.

✓ Accessibility

- Add captions to all videos (not only for accessibility but also for social media best practice).
- Provide blog transcripts for SEO and inclusivity.

Press Release Distribution

To distribute a press release for an Oregon nonprofit, utilize a combination of direct email outreach to local Oregon media contacts, use broad online [newswire services](#) like [PR Newswire](#), and strategically publish on your organization's website and relevant social media platforms to maximize reach within the state and beyond. Building a targeted list of Oregon-based journalists and media outlets is crucial for ensuring your news reaches the most relevant local audience.

1. Targeted Oregon Media Outreach

Build a Local Media List:

Research and compile contact information (names, emails, phone numbers) for journalists, editors, and news desks at Oregon newspapers (e.g., The Oregonian, Statesman Journal), radio stations, television news channels, and online news sites.

Direct Email:

Send personalized emails with the press release directly to these contacts, following up appropriately to ensure the news gets to the right person.

2. Broad Newswire Services

Use Major Services:

Distribute to major newswire services like [PR Newswire](#) or [eReleases](#) that offer broad distribution to both national and international media, often including specific options for reaching news in Oregon or targeting specific journalist types.

Targeted Newswire Packages:

Many services allow you to select specific geographic regions, ensuring your news is seen by media relevant to your Oregon-based nonprofit.

3. Your Organization's Channels

Website:

Publish the press release on your nonprofit's website, creating a dedicated newsroom or blog section where people can easily find and access it.

Social Media:

Share the press release on all your nonprofit's social media channels (e.g., Facebook, Instagram, X/Twitter) to reach your followers and encourage them to share the news.

Email Newsletter:

Include the press release in your organization's email newsletter to keep your supporters informed.

4. Consider Other Options

Local Online Directories:

Post the press release on free or low-cost online press release directories that cater to local communities, as some of these sites may be frequented by local journalists.

Blogger & Influencer Outreach:

Identify bloggers and social media influencers in Oregon who focus on topics relevant to your nonprofit and share your news with them.

Cooperative Marketing Copy

[2026 Travel Oregon Things to See & Do Brochure](#)

—

Shop, dine and drink in walkable downtown Oregon City! Discover historic Willamette Falls, iconic Arch Bridge, and the Municipal Elevator.

(20 words)

Shop, dine & drink downtown. Explore our walkable riverfront and promenade. Discover historic Willamette Falls, iconic Arch Bridge, and the Municipal Elevator.

(21 words)

Explore our walkable riverfront and iconic Arch Bridge. Shop, dine & drink downtown. Take the municipal elevator to the promenade to view the historic Willamette Falls.

(25 words)

—

Journey to downtown Oregon City, where the past and present intertwine. Witness the majestic Willamette Falls, a place of profound significance to Indigenous peoples for millennia, serving as a traditional gathering site and source of sustenance. Reflect on its enduring power and beauty as you explore the surrounding area.

Discover the charm of a walkable downtown, brimming with unique shops and inviting eateries. Stroll across the iconic Arch Bridge and experience the one-of-a-kind Municipal Elevator, offering panoramic views of the city's rich landscape. From historical landmarks to local treasures, downtown Oregon City offers an authentic experience for every visitor. Explore, dine, and connect with the heart of Oregon's past.

(109 words)

—

Where Oregon's story began and continues today. Visitors experience history, adventurous riverside culture, and a walkable downtown with local flavor, just minutes from Portland.

(24 words)

Oregon's First City honors its indigenous and pioneering heritage while welcoming all to experience modern food, shopping, art, culture, nature adventures, and more.

(23 words)



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 19, 2025
From: Matt Zook, Finance Director

SUBJECT:

Item 7.c. - Investment Policy Annual Reapproval

STAFF RECOMMENDATION:

Staff recommends the reapproval of the City's investment policy without change.

EXECUTIVE SUMMARY:

The Investment Policy serves as the governing framework for wise and judicious investment of City funds. This policy articulates authority, governance, limitations, controls, and priorities of how the City's liquid assets will be invested. This policy is modeled after the State Treasury's Oregon Short Term Fund Board (OSTFB) recommended sample policy. This policy has been in place for several years. The Investment Officer (Finance Director) and staff conducted an annual strategy meeting with the City's investment advisor in early November. A memo from Government Portfolio Advisors (GPA) is included with this staff report indicating no recommended changes to the policy. This is staff's position as well. The Investment Policy is also included for reference.

BACKGROUND:

OPTIONS:

1. Approve Investment Policy Annual Reapproval.
2. Approve Investment Policy Annual Reapproval with Amendments.
3. Deny Investment Policy Annual Reapproval and provide further direction.

BUDGET IMPACT:

Amount \$0
Fiscal Year(s): FY 2025-26
Funding Source(s): N/A

Investment Policy Action Items

- V.3.i. (p3) – The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and ORS 294.155. **Read these and detail action items.**
- V.3.ii. (p3) – The Investment Officer will be responsible for all transactions undertaken and will establish a system of controls to regulate the activities of subordinate officials. **Establish a written system of controls.**
- VI. (p3) – The City will maintain a list of all authorized financial institutions and dealers that are approved for investment purposes. **Make this list.**
- VI.1. – Primary and secondary dealers must be registered with FINRA and meet the SEC rule 15c3-l (uniform net capital rule). The Investment Officer will annually review the approved list for due diligence regarding financial condition, registration, and ethical conduct. If the City's investment advisor is contracted to provide securities transactions on behalf of the City, the advisor's broker/dealer list must be provided to the Investment Officer for approval. The Investment Officer can assign the responsibility of broker/dealer due diligence process to the Advisor, and all licensing information on the counterparties will be maintained by the Advisor and available upon request. **Annually review this approved list. May need to discuss with GPA.**
- VI.1.iv. – Periodic (at least annual) review of all authorized Broker/Dealers and their respective authorized registered representatives will be conducted by the Investment Officer. **Is this same/diff from above?**
- VI.4.ii. – Periodic (at least annual) review of all Investment Advisors under contract will be conducted by the Investment Officer to determine their continued eligibility with the portfolio guidelines. The investment advisor must notify the City if any of the following issues arise while serving under City contract. **Do this review.**
- VI.6. – The Investment Officer will obtain and document competitive bid information on all investments purchased or sold in the secondary market. **Do this.**
- VI.6. – The City's Investment Advisor that is providing investment management services must provide documentation of competitive pricing execution on each transaction. The Investment Advisor will retain documentation and provide upon request. **Is GPA doing this?**
- VII.1. – All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds. **Is this happening?**

- VII.2. – Securities purchased by the City will be held in a segregated account for the City's benefit at a third-party trustee as safekeeping agent. The approved broker/dealer or Investment Advisor will provide the City with a confirmation ticket listing the specific instrument, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information. The broker/dealer will deliver all securities on a delivery versus payment method to the designated third-party trustee at the direction of the Investment Officer. **Is this happening? Ask GPA.**
- VII.3. – Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate balances from all funds to maximize investment earnings. **Do we have any of these types of funds that should NOT be pooled?**
- VII.4. – The Investment Officer and City Commission are jointly responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment Policy and protected from loss, theft, or misuse. Specifics for the controls will be documented in writing. The established control structure will be reviewed and updated periodically by the Investment Officer. **Need to do.**
- VII.5. – An external audit will provide an annual independent review to ensure compliance with Oregon State law and City policies and procedures. **Need to do.**
- VIII.2. – **Ask GPA to confirm all investments are on the suitable list.**
- VIII.4. – **Confirm with GPA that we have no prohibited investments.**
- IX.2 - The value of the lesser of at least 25% of funds available for investing or six months of budgeted operating expenditures will be invested in the Oregon Short Term Fund, with a qualified depository institution, or investments maturing in less than 90 days to provide sufficient liquidity for expected disbursements. **Is this a calculation that GPA monitors?**
- IX.2.i – I need to match these metrics against the GPA reporting.
-

MEMO

To: Matt Zook, Finance Director – City of Oregon City
From: Deanne Woodring and Amphaphone Mar – GPA
Date: November 7, 2025
Re: Investment Policy Review 2025

ORS 294.135(a) requires local governments investing in securities with maturities longer than 18 months to annually adopt their investment policies. The City is required to review and re-adopt the policy annually and it was last adopted in November 2024. The policy is being presented for re-adoption for 2025 to the Commissioners with no recommended changes at this time.

Thank you,



Deanne Woodring, CFA
President



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	November 19, 2025
From:	Scott Archer, Parks and Recreation Director Thomas Kissinger, Assistant Parks and Recreation Director		

SUBJECT:

Item 7.d. - Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park

STAFF RECOMMENDATION:

Staff recommend approval of the Personal Services Agreement with AKS Engineering & Forestry, LLC

EXECUTIVE SUMMARY:

A Request for Proposals (RFP) was released on July 15, 2025 seeking proposals from qualified Architecture & Engineering firms for the design and engineering of Clackamette Park. The project was advertised in the Daily Journal of Commerce and the City bid site, in accordance with City and State contracting procedures for Formal Selections. Proposals were due on August 27, 2025 and seven qualified proposals were received. A selection committee comprised of City staff selected AKS Engineering & Forestry, LLC as the successful proposer after a rigorous review process. The contract's scope of work was negotiated to focus on a phased approach to the project. Phase 1, with an estimated contract value of \$230,922.10, will generally consist of field data collection necessary to identify or verify site constraints and inform the design decision process; early public outreach and stakeholder involvement; and refinements to the existing Clackamette Park Master Plan to best fit the site conditions, budget, and community needs. Phase 2 will include development of the preferred refinements determined in Phase 1, land use approval, construction document preparation, and permitting. Specific scoping of Phase 2 has been deferred until after Phase 1 is complete, to best serve the needs of the project effectively and efficiently. Upon contract approval, staff will schedule a project kickoff with the consultant team to begin scheduling work for the site. Early phases of work will include survey, geotechnical analysis, and public engagement planning.

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 137-048-0220 requires the use of a Formal Solicitation for projects where the anticipated consultant fee is greater than \$250,000. It is anticipated that future phases will increase the contract value over this limit.

This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available in the Parks and Recreation budget.

BACKGROUND:

Commission Goal 7 (Improve the City's Park Lands and Natural Resources) focuses on transitioning from planning to constructing amazing parks and open spaces and create a plan to share with the community about the costs, revenue generation opportunities, and potential improvements to the City's park system to address the existing deferred maintenance. Goal 7.5 specifically identifies identification of funding and grants to begin the design and construction of park improvements at Clackamette Park. WES Good Neighbor Agreement funds are available to be used in this project area for the proposed work. Phase 1 work will support grant applications for future construction phases, aligning with this Commission goal.

OPTIONS:

1. Approve Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park.
2. Approve Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park with Amendments.
3. Deny Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park and provide further direction.

BUDGET IMPACT:

Amount	\$230,922.10
Fiscal Year(s):	FY25-26
Funding Source(s):	Parks and Cemetery Division Budget

**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 _____ day of _____, 20__.

CITY OF OREGON CITY

AKS Engineering & Forestry, LLC

By: _____
Scott Archer
Title: Parks and Recreation Director

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

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

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

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 colored 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.

 ENGINEERING & FORESTRY Estimated Budget Clackamette Park AKS #12824 - November 10, 2025	AKS ENGINEERING & FORESTRY, LLC CONTRACT RATES																	
	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	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		
	Task A: Project Management																	
	Bi-weekly check-in meetings	4	8		8					4								
	Prepare & maintain project schedule		3													5		
	Project administration & coordination	2	18		12											10		
	Task Hours Total	6	29	0	20	0	0	0	0	0	4	0	0	0	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	\$0.00	\$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					
Attendance at public outreach events	3	3		3														
Task Hours Total	3	6	16	19	8	0	0	0	0	0	0	0	0	43	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	\$7,955.00	\$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	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	\$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																		
	2	16																
Task D-4: Sanitary Sewer Condition Assessment																		
	2	16																
Task D-5: (not used)																		
Task D-6: Archaeological Services																		
Coordination with Subconsultant; review findings	2	4		3														
Task Hours Total	8	40	0	3	0	0	0	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	\$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													26					
Prepare detailed tree inventory													10					
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		
Prepare colorized master plan of perferred option			1	12														
Prepare material for PRAC Meeting	1	3	2	10	5													
PRAC/Meeting		3		3														
Prepare material for Commission Meeting	1	3	2	10	5											2		
Commission Meeting		3		3														
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	0	36	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	\$0.00	\$6,480.00	\$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										2	10	12		2			
Task Hours Total	0	0	0	0	0	0	0	0	0	2	10	12	0	2	0	0	
Task Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$1,650.00	\$1,500.00	\$0.00	\$370.00	\$0.00	\$0.00	Task G 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
																	\$1,300.00 Direct Costs Subtotal \$1,300.00
Subtotal																	\$140,345.00
Subconsultants (cost + 10%)																	
Columbia West Geotechnical Engineer																	\$22,500.00 Columbia West Geotechnical Subtota \$24,750.00
Landis Consulting Electrical Engineer (Deferred)																	Landis Consulting Subtotal: \$0.00
Willamette Cultural Resources Archaeology Services																	\$33,428.00 WCRA Subtotal: \$36,770.80
WEST Consultants (Deferred)																	WEST Consultants Subtotal: \$0.00
JLA Public Involvement																	\$20,183.00 JLA Public Involvement Subtotal: \$22,201.30
Traffic (Deferred)																	Traffic \$0.00
																	Grand Total: \$224,067.10
Contingency Tasks																	
Task G-2 Agency Coordination and Permitting Scoping Memo										8	26				2	1	
Task Hours Total	0	0	0	0	0	0	0	0	0	8	27	0	0	0	2	1	
Task Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$4,455.00	\$0.00	\$0.00	\$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

			SA 1 (Strategy)		PI4 (PM)		PI3 (Online)		PI2 (Coordinator)		Admin 4 (Invoicing)		Add new staff	Totals			
Task #	Task/Subtasks		\$ 253.49	/hr	\$ 171.27	/hr	\$ 141.59	/hr	\$ 121.70	/hr	\$ 138.95	/hr		Hours	Labor	Expenses	Cost
▼			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost					
1.0 Project Management																	
1.1	Invoices + Project Management <i>Up to 5 invoices, one site visit with 2 staff</i>		2		10		0		0		5			17			
				\$507		\$1,713		\$0		\$0		\$695			\$2,914	\$18	\$2,932
1.2	Project Team Meetings <i>Project Kick Off plus 8 team meetings</i>		2		12		0		0		0			14			
				\$507		\$2,055		\$0		\$0		\$0			\$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		5		0		8		0			17			
				\$1,014		\$856		\$0		\$974		\$0			\$2,844	\$0	\$2,844
2.2	Public Open House <i>Event plan, travel, facilitation, summary</i>		6		14		0		8		0			28			
				\$1,521		\$2,398		\$0		\$974		\$0			\$4,892	\$0	\$4,892
2.3	Website Content <i>Produce and coordinate content and updates</i>		4		18		4		18		0			44			
				\$1,014		\$3,083		\$566		\$2,191		\$0			\$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		59		4		34		5			120	\$20,067	\$58	\$20,125
				\$4,563		\$10,105		\$566		\$4,138		\$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

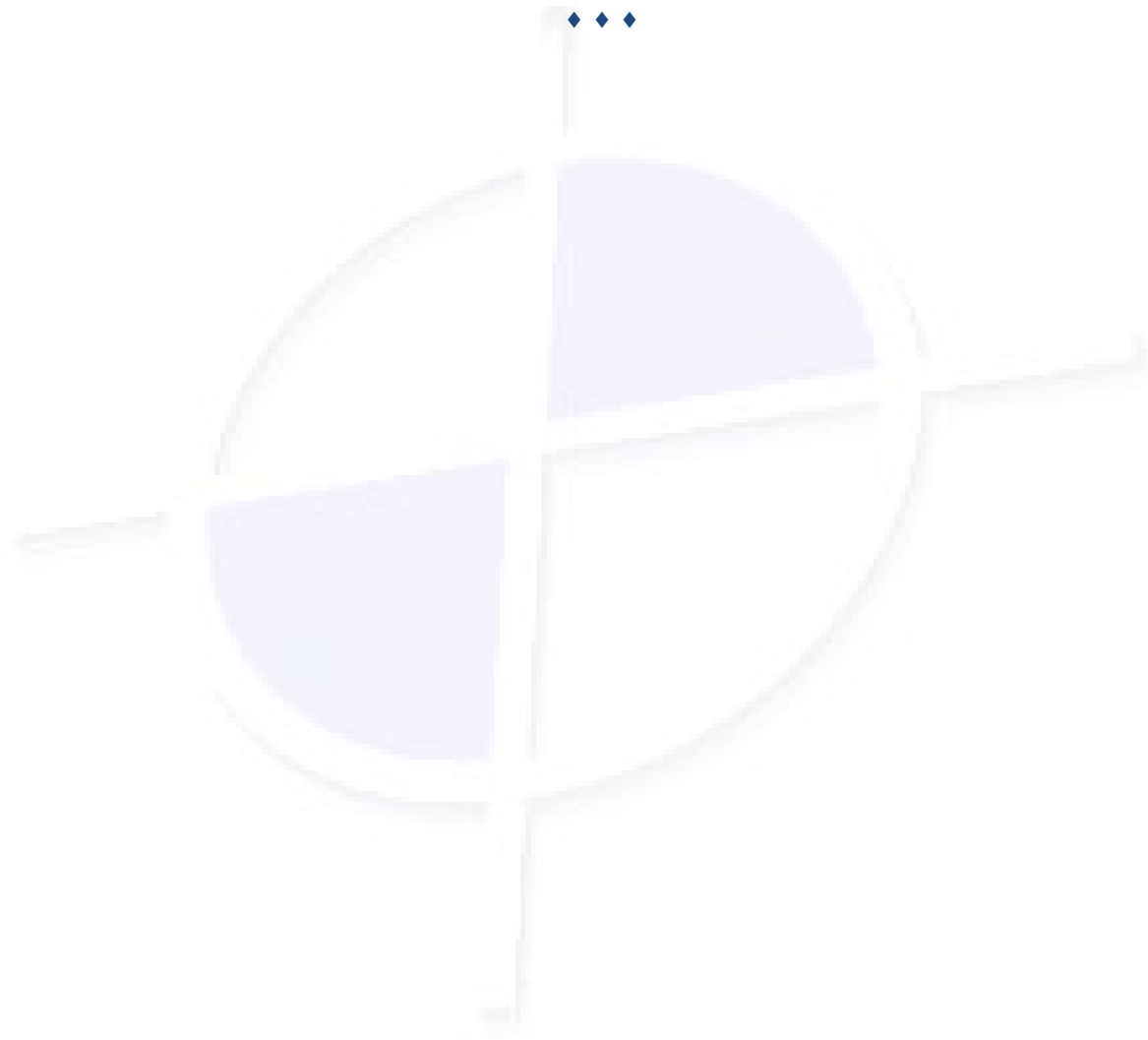
Columbia West will schedule our subcontractors upon receiving a signed contract. Our fieldwork will begin as soon as our subcontractors can be mobilized, which we expect will require approximately three weeks. We will complete and submit a report within four to five weeks of completing the fieldwork.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



WILLAMETTE
CULTURAL RESOURCES ASSOCIATES, LTD.

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 11/7/2025

Labor		Task 1 Management & Logistics		Task 2 Background Research & SHPO Permit		Task 3 Fieldwork		Task 4 Laboratory & Curation		Task 5 Reporting		Total	
Labor Category	Hourly Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Senior Archaeologist II	\$ 195.00	8	\$ 1,560.00	2	\$ 390.00	0	\$ -	4	\$ 780.00	4	\$ 780.00	18	\$ 3,510.00
Senior Archaeologist	\$ 135.00	4	\$ 540.00	16	\$ 2,160.00	0	\$ -	4	\$ 540.00	16	\$ 2,160.00	40	\$ 5,400.00
Archaeologist II	\$ 115.00	4	\$ 460.00	8	\$ 920.00	40	\$ 4,600.00	0	\$ -	24	\$ 2,760.00	76	\$ 8,740.00
Archaeologist	\$ 95.00	0	\$ -	0	\$ -	120	\$ 11,400.00	8	\$ 760.00	0	\$ -	128	\$ 12,160.00
Senior Architectural Historian II	\$ 180.00	2	\$ 360.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 360.00	4	\$ 720.00
Architectural Historian	\$ 105.00	0	\$ -	4	\$ 420.00	0	\$ -	0	\$ -	4	\$ 420.00	8	\$ 840.00
Technical Editor	\$ 105.00	0	\$ -	2	\$ 210.00	0	\$ -	0	\$ -	6	\$ 630.00	8	\$ 840.00
Coordinator	\$ 105.00	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
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Direct Costs												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

Full access; SHPO permit required

Probes/Acres

Maximum 40 SPs/17 acres

Field methods

Survey and SP

of mobilizations

1

of resources

Maximum 1 archaeological resource

of artifacts/curation fees

Maximum 10 artifacts/minimum curation fee

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

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

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

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

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

Last updated November 6, 2025

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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.



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	November 19, 2025
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 7.e. - Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services

STAFF RECOMMENDATION:

Approve Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services

EXECUTIVE SUMMARY:

The police department would like to enter into a Personal Services Agreement for Information Technology Services with Mowreader Computer Consulting LLC on an hourly basis.

BACKGROUND:

OCPD is in a unique situation where Information Technology services are specific to public safety industry needs, requiring a defined set of skills to support a variety of hardware and software systems. The department intends to hire a qualified consultant based on these specific needs.

The City Commission adopted the 2025-2027 biennial budget during the May 15, 2025, meeting. As part of this budget, \$85,000 was set for each year of the biennium for this specific service. The Personal Services Agreement will begin on July 1, 2025, and end on June 30, 2027.

The scope of work includes, but is not limited to; ongoing technical support for systems and applications, performing systems administration tasks, and providing training, technical guidance and best practice recommendations on existing applications, equipment, and materials on a 24/7 basis.

After discussions with three qualified consultants, we received one estimate for the attached scope of work. Two consultants were unable to perform the work during the hours needed.

Attached to this staff report are the Scope of Work, Consultant Estimate for work, and the Personal Services Agreement.

Staff is looking for approval of the Personal Services Agreement with Mowreader Computer Consulting LLC.

OPTIONS:

1. Approve Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services.
2. Approve Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services with Amendments.
3. Deny Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services and provide further direction.

BUDGET IMPACT:

Amount \$170,000
Fiscal Year(s): 2025-2027
Funding Source(s): General Fund - Existing Police Department Budget

Point of Contact: Kelly Dilbeck

Term of Contract: June 30, 2027

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Mowreader Computer Consulting LLC Tyler Mowreader, Member ("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 for a specified period, starting July 1, 2025, until June 30, 2027, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on an hourly/time basis for services required. Total compensation will not include reimbursement of Consultant's expenses and shall not exceed \$85,000 per fiscal year of the 2025-27 biennium. Tyler Mowreader will invoice the City of Oregon City for these services on a weekly basis.

3. **Scope of Services.** Consultant's services under this Agreement shall consist of information technology services determined by the needs of the city's police department and by this reference incorporated herein.

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

5. **Integration.** This Agreement along with the description of services to be performed attached as Exhibit A, the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, and the detailed fee schedule as Exhibit C; contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

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

To the City:

City of Oregon City
1234 Linn Avenue
Oregon City, OR 97045
Attention: Kelly Dilbeck

To Consultant:

**Mowreader Computer
Consulting LLC
Tyler Mowreader, Member**

Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

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

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

CITY OF OREGON CITY

Mowreader Computer Consulting LLC
Tyler Mowreader, Member

By: _____
Tony Konkol
Title: City Manager

By: 
Title: CONSULTANT

DATED: _____, 20

DATED: 10-23-25, 20



Police Information Technology Services

Scope of Work

1. Acts as a lead resource and primary support for Public Safety hardware and software support and recommends best practices for such systems.
2. Provides ongoing routine technical support and enhancements to existing systems and applications; as directed, performs maintenance, testing and daily operations; monitors, troubleshoots and maximizes performance and integrity; performs routine diagnosis of problems, and implements approved solutions.
3. Performs systems administration tasks to include implementing, configuring, and maintaining physical, virtual, and cloud programs.
4. Provides system training and technical support for users, in accordance with applicable information systems policies, procedures, methods and techniques; distributes information regarding system changes or enhancements; assists in preparing training materials.
5. Serves as project lead over all aspects of assigned information systems projects; evaluates and assesses client needs; identifies and allocates resources including equipment and materials.
6. Works with other IT staff, vendors, and regional partners on technical solutions and development.
7. Provides training and technical guidance to users and staff; works with other technical disciplines to facilitate issue resolution, technology development and integration.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor'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 Contractor within thirty (30) days after receipt of Contractor'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 above, nor shall City pay Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor is an independent contractor 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 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. 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 Agreement.

(c) Contractor 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). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

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

(e) Contractor agrees and certifies that it is licensed to do business in the state of Oregon and that, if Contractor 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 Contractor, delivered by certified mail or in person.

(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 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 City provided in this Agreement 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 Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 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) Contractor shall:

- (i) Make payment promptly, as due, to all persons supplying to Contractor 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 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 Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City 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 Contractor 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, 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 Contractor by reason of this Agreement.
- (c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety

from obligation with respect to any unpaid claims.

- (d) Contractor and 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.

7. SubContractors and Assignment.

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

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

- 9. Ownership of Work Product; License. All work products of Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor 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 Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor 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.

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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, Contractor 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. Contractor 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. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold City, its officers, agents, Contractors, 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 Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor 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 Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor 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, Contractor's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/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 Contractor.

14. Legal Expenses. In the event legal action is brought by City 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.

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 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.

22. Information and Reports. Contractor 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. Contractor 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 Contractor. Copies as requested shall be provided free of cost to City.

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

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 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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.

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03/15/17 1:18 PM

Mowreader Computer Consulting LLC

Tyler Mowreader
1405 SE 8th AVE
Canby, OR 97013
Cell: (971) 221-9856

Estimate

DATE
6/30/2025

Business Name/Contact

Kelly Dilbeck
Oregon City Police Department
1234 Linn Ave
Oregon City, OR 97015
503-905-3501
KDilbeck@orcify.org

Scope of Work	AMOUNT
Provide Oregon City Police Department with: 24/7/365 onsite and/or remote technical support Recommend best practices and enhancements to existing systems User training on existing and newly implemented systems Work with City IT staff to implement city recommended best practices at OCPD Work with vendors and regional partners as needed Maintain and create technical systems, resource, and vendor contact documentation Serve as project lead on technical projects at OCPD Rates Standard (6am to 5pm Monday - Friday) \$80/hr After Hours (5pm to 6am Monday to Friday & 12am to 12am Saturday, Sunday & Federally recognized holidays.) \$110/hr Proposed Weekly On-Site Schedule Tuesday and Thursday 6am to 4:30pm (10 hrs\day)	
Thank you for your business!	



CITY OF OREGON CITY CITY COMMISSION WORK SESSION DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, September 10, 2024 at 6:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:03 P.M.

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

STAFFERS: 3 - Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Police Chief Shaun Davis

2. FUTURE AGENDA ITEMS

2.a. Future Agenda Items

Assistant City Manager Alex Rains went through the list of future agenda items.

3. GENERAL BUSINESS

3.a. Fireworks Discussion

Asssistant Fire Chief Brian Stewart gave a brief overview of Clackamas Fire's operations with respect to the use and misuse of fireworks. This included inspections of fireworks sales locations, public safety messaging, and response to injuries and fires cause by fireworks.

Oregon City averaged about 3 fireworks-related fire incidents per year in Oregon City for the last 5 years. He did not have information about the number of injuries caused by fireworks in Oregon City.

Chief Davis said the only city in Clackamas County that prohibits the sale of fireworks is Milwaukie.

Commissioner O'Donnell asked how many citations the Oregon City Police Department had issued for fireworks. Chief Davis said none had been issued the past year. He said that all calls regarding fireworks on July 4th of this year were responded to by police that same night. However, he added that it can be difficult for police to give a citation for fireworks. This is because it is often difficult to determine which one person in a crowd of people set off the firework.

Mayor McGriff asked if the property owner could be cited for fireworks being set off at their property. Chief Davis said no. Only the person who set off the fireworks could be cited.

Commissioner O'Donnell recommended instituting the same rules that Happy Valley had. He felt that this was a livability issue. Large, loud fireworks were detrimental to war zone veterans, people with breathing issues, and pet owners.

Chief Davis said that, while Happy Valley's ordinance was comprehensive, police would still have to witness fireworks being set off to enforce it.

Commissioner Mitchell noted that several other cities had adopted the Oregon Revised Statute (ORS) on fireworks into their code. He asked Chief Davis if that helped with enforcement. Chief Davis said he would have to check.

Commissioner O'Donnell said the city should use the detailed language in the Happy Valley ordinance because it would make enforcement easier for police. He said the city should pass an ordinance well in

advance of the holidays, publicize the details, and then publicize the upcoming enforcement.

Commissioner Smith said that the city had fireworks at its own show this year, in violation of its current ordinance. He asked, what would it take to make this realistically enforceable, since the police have to see a violation to enforce any new rules.

Chief Davis said changes will not happen overnight. He said that one successful approach from Happy Valley was asking for illegal fireworks to be turned in no questions asked during a time of extreme fire danger. He said Happy Valley also had a fireworks class that people cited for fireworks could take to reduce their fine by 75%. That produced mixed results.

Commissioner Mitchell said that this will not happen in one year, but the Commission should still do it. The status quo is not reasonable and is a livability issue.

Mayor McGriff agreed that this is a livability issue. She added that even sparklers were dangerous and a problem.

Commissioner Marl said he came into this conversation with the goal of getting to yes on something. He was not at the point where he thinks the Commission had something it could pass that would make a difference. He argued that the status quo was better than an unenforceable ordinance. He quoted former Police Chief Jim Band, who said if you make it illegal, then you'll clog up 911 calls with people reporting neighbors for fireworks and people having emergencies might get missed.

Commissioner Marl also added that the city's 4th of July show did not use real fireworks.

Commissioner O'Donnell said that calls are prioritized. No officer will take a fireworks call instead of an emergency call. He argued that you can get witnesses to testify for enforcement. He felt the city should take the first step knowing it might take a number of years to achieve compliance.

Commissioner Smith said the police department should come up with a plan for this and let the Commission know how much it would cost. He said the Commission should not expect the police department to be able to implement new restrictions without extra funding.

Mayor McGriff noted that Portland had a full ban for two years. She thought it would be interesting to see what their results look like.

The Commission agreed to allow public comment on the issue.

Raymond Rendleman, resident of Oregon City, said he would like to see the Commission vote on a plan at their next meeting. He recommended voting on both the Milwaukie and Happy Valley ordinances.

Damon Mabee, resident of Oregon City, said that the city should not make a rule you cannot enforce. He stated that a ban would require more officers to work on holidays, which will cost the city a lot more out of its general fund. He said he is more bothered by gun shots in town on a regular basis. He felt that if the police could not stop gun shots in town, then it could not stop fireworks. He said the Commission needed to do something, even if that action is to say no ban.

Commissioner O'Donnell said the process should start with enforcement and let the courts handle it. He maintained that the city should ban airborne products, just like Happy Valley did.

Commissioner Marl said that doing this well will require looking at the police's collective bargaining agreement and the city's budget. He argued that cultural differences between Oregon City and Happy Valley meant this was not an apples to apples comparison.

Mayor McGriff said it would be worthwhile to hear from Portland and Milwaukie to know how their ordinances have worked. Commissioner Smith said he still wanted to hear the police department say how much this will cost.

Commissioner Mitchell asked if Chief Davis could bring this back at a regular meeting in October. Chief Davis said he would work with the city manager to bring it back.

The Commission took a break from 7:10 to 7:19 P.M.

3.b. 2025 4th of July Celebration

Mrs. Rains said staff wanted to know what the Commission thought of the 2024 4th of July Celebration and if they wanted to see anything different for 2025.

Mayor McGriff said the staff did an amazing job, especially given how quickly this was put together. The only negative feedback she had heard was about parking, and the smoke for the laser light show.

Commissioner Marl stated that he had asked to discuss this a year in advance to ensure that staff had more time to prepare.

Commissioner Smith added that if the city was banning fireworks, then the city should not have anything that even looks like fireworks at its event. He recommended paying for additional music or other entertainment to bridge the gap all the way to the laser light show.

There was discussion about whether the concert at this event should kick off the Concerts in the Park series and how many concerts should be part of the series.

Commissioner Mitchell asked if there could be booth space for nonprofits to engage the community.

There was consensus for staff to come back with an analysis of indirect costs and recommendations on booth space for nonprofits, how many concerts there should be, and how to fill the gap between entertainment.

4. COMMUNICATIONS

5. COMMITTEE REPORTS

Commissioner O'Donnell

None.

Commissioner Smith

Commissioner Smith gave an update on the End of the Oregon Trail and Clackamas Heritage Partners. Corinne Lowenthal had been hired as the new Executive Director. She was meeting with city staff about how the city's facilities plan impacts the End of the Oregon Trail building. She had partnered with a local company to get the hoops repainted at no cost to the city and worked with Portland school to get school group visits. Commissioner Smith proposed having her make a presentation to the Commission.

Commissioner Marl

Commissioner Marl said the Youth Advisory Commission had their first meeting of the year. There were 13 total students.

Commissioner Mitchell

None.

Mayor McGriff

Mayor McGriff said that the South Fork Water Board had a meeting scheduled at the end of the month. Commissioner Mitchell asked if South Fork had discussed the emergency plan that the city passed recently. Mayor McGriff said not yet.

Commissioner McGriff said that the upcoming Water Environment Services (WES) meeting was to discuss the capital improvements plan. She would continue to ask questions about cost-sharing parity between the members of WES. The Downtown Oregon City Association (DOCA) had a main street training to keep certification and would have a strategic planning session meeting soon.

The Metro Policy Advisory Committee (MPAC) would be meeting on urban growth recommendations. She

shared membership of the Courthouse ad hoc committee. The group would have an after-hours tour of the courthouse.

Commissioner Marl mentioned that it is now a crime to possess hard drugs in Oregon again. He hoped to see a positive impact from this change.

Mayor McGriff asked when the Community Court would be up and running. Chief Davis said it would take until at least January to put together the agreements, staffing, and grants. He added that Deputy District Attorney Bill Stewart had expressed interest in making a presentation to the Commission.

6. ADJOURNMENT

Mayor McGriff adjourned the meeting at .7:50 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 19, 2025 at 7:00 PM

EXECUTIVE SESSION

The Executive Session will begin at 6:15 PM pursuant to ORS 192.660(2)(d): To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President Rocky Smith convened the meeting at 7:05 P.M.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Scott Wilson,

EXCUSED: 1 - Mayor Denyse McGriff

STAFFERS: 10 - City Manager Tony Konkol, Assistant City Recorder Evan Lee, Police Chief Shaun Davis, Library Director Greg Williams, Public Works Director Dayna Webb, Community Development Director Aquilla Hurd-Ravich, Planning Manager Pete Walter, Senior Project Engineer Patty Nelson, Finance Director Matt Zook, Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. PUBLIC COMMENTS

Dorothy Dahlsrud, resident of Oregon City, said over the last few years Elyville had been overlooked for hanging flower baskets. She asked that they get more than one basket.

5. PRESENTATIONS

a. Library Board Annual Report

David Goldberg, Library Board Chair, shared the accomplishments of the library over the past year and challenges they were facing. Activity was back to pre-COVID levels. The library was planning to purchase after-hours book lockers and a mobile library vehicle in the coming biennium. The Oregon City library issued more than 2,500 library cards to students as part of a pilot partnership with the Oregon City School District (OCSD).

The library only had two managers for more than thirty staff, which was an unrealistic ratio. E-books were becoming more popular but were also 40-60 times more expensive than paper books. The library anticipated more than a million dollars of capital projects in the coming years, including an HVAC system replacement in the next five years.

Commissioner Marl asked if OCSD students who live outside of the Oregon City Library service area were also eligible for library cards. Library Director Greg Williams confirmed that all OCSD students are eligible.

The Oregon City library was the first in Clackamas County to establish this kind of partnership. He was hopeful that other libraries in the county would follow the same blueprint.

b. Water Infrastructure Finance and Innovation Act (WIFIA) Program Update

Patty Nelson, Senior Project Engineer, and Matt Zook, Finance Director, presented on the WIFIA Loan. They explained the program background and how the City closed on the loan in July of 2023. The loan helped to finance three projects: SCADA isolation, pipe rehabilitation, and upper system transmission improvements. All the projects had to be substantially completed by June 30, 2028. They gave updates on each of the projects. The scopes of the pipe rehabilitation and upper system transmission improvement projects had been reduced because of significant cost increases.

6. ADOPTION OF THE AGENDA

The Commission added item 9d City Events and pulled item 7b from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion by Commissioner Mitchell, seconded by Commissioner Wilson, to approve the consent agenda except Item 7b. The motion carried by the following vote:

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

NO: None

- a. Public Improvement Contract with Titan Utilities, LLC for the Livesay Road Watermain Replacement Project (CI 24-009)
- b. Amendment No. 1 to the Personal Services Agreement with The Garden Corner for Hanging Flower Baskets and Decorative Planter Boxes (PS 23-001)

Commissioner Wilson asked if they could add two more baskets, at the two intersections at Holmes and Pearl.

Dayna Webb, Public Works Director, said the baskets were hung in May and they needed to place the order so the vendor could start growing the baskets. Staff were discussing how to spread the baskets out to be more equally distributed and look at options to add baskets next year.

Motion by Commissioner Mitchell, seconded by Commissioner Wilson, to approve Amendment No. 1 to the Personal Services Agreement with The Garden Corner for Hanging Flower Baskets and Decorative Planter Boxes (PS 23-001). The motion carried by the following vote:

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

NO: None

8. PUBLIC HEARINGS

- a. First Reading of Ordinance No. 25-1003 - Flood Management Overlay District Code Amendments (GLUA-24-030/LEG-24-04)

Aquila Hurd-Ravich, Community Development Director, and Pete Walter, Planning Manager, explained that updates to the code were necessary for compliance with the National Flood Insurance Program, which allowed property owners to get discounted flood insurance rates. They gave a history on the amendments and the compliance approaches allowed by FEMA. Staff recommended the City adopt the permit-by-permit approach as detailed in this ordinance. They went on to discuss specific redline changes proposed in the ordinance.

There was discussion regarding the no net loss requirement.

Commission President Smith opened the public hearing. There was no public testimony. Commission President Smith closed the public hearing.

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 25-1003 - Flood Management Overlay District Code Amendments (GLUA-24-030/LEG-24-04). The motion carried by the following vote:

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

NO: None

9. GENERAL BUSINESS

- a. Second Reading of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named “Clackamas Heights” legally addressed as 13900 Gain Street

Motion by Commissioner Wilson, seconded by Commissioner Mitchell, to approve the second reading and final adoption of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named “Clackamas Heights” legally addressed as 13900 Gain Street. The motion carried by the following vote:

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

NO: None

- b. Thimble Creek Market Assessment and Development Scenarios – Update and Next Steps

Aquila Hurd Ravich introduced the topic. Brendan Buckley, Johnson Economics, and Thuy Cao, HHPR, discussed the Thimble Creek Concept Plan Area market assessment. They gave a background on the project and explained why employment land was important, factors impacting pace of development, policy considerations, proposed Development Code amendments to provide more flexibility, and infrastructure funding.

There was discussion regarding the ownership of the parcels between Clackamas Community College and the high school, the future street network in the area, and areas remaining undeveloped.

James Graham, Economic Development Manager, discussed the next steps.

- c. Appointment of Victoria Meinig to the Planning Commission

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to appoint Victoria Meinig to the Planning Commission. The motion carried by the following vote:

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

NO: None

- d. Special Events

Commissioner Mitchell had been contacted by two individuals involved with two different City-sponsored special events asking about the status for this year. The Commission had been waiting for the DMMO to take this responsibility, but it would not be able to start in time. They also did not have the budget for the next biennium approved yet, however these events needed funding. He suggested using the Transient Lodging Tax.

Staff would bring back some options in March.

10. COMMUNICATIONS

City Manager –

Mr. Konkol said that a recent executive order laid out new criteria for federal transportation funding. Projects would be prioritized in areas with marriage and birth rates higher than the national average, would prohibit accepting jurisdictions from imposing mask and vaccine mandates, and require local compliance with federal immigration enforcement.

Mr. Konkol said that the City's federal grant regarding electrical vehicles had already been suspended. He did not know how this executive order would play out in the courts, but he did share his concern about the future of federally funded projects like the WIFIA project.

Commissioners –

Commissioner Mitchell reported on a presentation from the End of the Oregon Trail Interpretive Center given at the Two Rivers Neighborhood Association meeting. He suggested using the empty parking lot across the street from the Interpretive Center for concerts and Fourth of July.

Commissioner Smith thought the Commission needed to keep in mind the expansion and possible future of the train station when discussing this lot.

Mayor –

None

11. ADJOURNMENT

Commission President Smith adjourned the meeting at 8:38 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY CITY COMMISSION SPECIAL INTERVIEW MEETING DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, March 4, 2025 at 6:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:06 P.M.

PRESENT: 5 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Scott Wilson, Mayor Denyse McGriff

STAFFERS: 3 - City Manager Tony Konkol, Assistant City Recorder Evan Lee, Economic Development Manager James Graham

2. GENERAL BUSINESS

- a. Interview candidates for the Board of Directors of the Destination Management/Marketing Organization (“DMMO”)

The candidates were interviewed in the following order:

1. Holly Pfortmiller
2. Bryce Morrow
3. Lowell Gillespie
4. Corrinne Lowenthal
5. Don Ramsey
6. Lee Belowski
7. Carol Dumond

Dan Lawrence and Michael Galvin were scheduled to be interviewed but did not attend the meeting.

The candidates were asked the following questions:

1. *Why do you want to be involved with Destination Oregon City, and how do you see your role in its development and success?*
2. *Can you describe your experience in tourism, hospitality, and other aspects of the travel industry?*
3. *Please describe your experience with marketing or other aspects of destination management?*
4. *What skills or experience do you have in financial oversight or budget development, particularly for marketing or non-profit organizations?*
5. *What experience do you have as a board member for a non-profit organization?*
6. *What long-term goals do you think the DMO should set for itself over the next 3-5 years?*
7. *What approaches would you recommend to ensure collaboration between the Destination Oregon City and the City of Oregon City’s Economic Development Department, the Downtown Oregon City Association, The Oregon City Chamber of Commerce, and other business-focused organizations?*
8. *How would you handle conflicts of interest or differing opinions among Board members, an executive director, stakeholders, or the community?*
9. *Outside of Board meetings, what would you think of as your responsibility as a Destination Oregon City Board member?*
10. *How should Board members work with the Executive Director?*

The Commission took a recess from 7:12 P.M. to 7:18 P.M.

b. Selection of Board Members for DMMO

Commissioner Smith said he thought the candidates represented a wide variety of perspectives, and he would like the board of the DMMO to have a wide variety of opinions.

Commissioner Wilson said he supported Bryce Morrow and Holly Pfortmiller.

Commissioner Mitchell thought Holly, Bryce, Corrinne, and Lee were the best candidates. He was surprised that none of the candidates were from the museums and historic homes. He noted that many of the tourism struggles in Oregon City involved coordinating with these entities. He was worried about these groups being left out. Commissioner Smith said he felt those groups were wary of the time commitment involved in the DMMO.

Commissioner Marl said he wished there was someone with more retail experience, as well. He was uncertain if the Commission should invite another round of applications.

Mayor McGriff believed that the board should have someone from the culture and arts sector. She thought that the Commission should not appoint members just for the sake of getting the DMMO started. She felt that Holly, Bryce, Lee, Corrinne, and Carol were the best five candidates.

Commissioner Marl agreed that the board should have a representative with experience in the performing arts community. He said he appreciated that Don no longer had a financial stake in tourism. Commissioner Smith agreed that Lee, Bryce, Corrinne, and Holly were the best four.

Commissioner Mitchell asked if the board could get started with only five members. Mr. Graham confirmed that was correct. He noted that all five commissioners approved of Lee, Bryce, Corrinne, and Holly. He asked if each commissioner would be willing to say one additional candidate.

Commissioners Smith, Wilson, and Marl all believed that Don was the next best candidate. Mayor McGriff felt that Don's experience was limited. She believed that Carol's legal experience and time on a non-profit board would be better for the DMMO. She noted that Carol also brings a link to the arts community. Commissioner Marl said he would be open to appointing both.

Commissioner Mitchell thought that Don was a good appointment. He thought that the Commission would be better served advertising an opening in the arts, retail, and agritourism communities.

Commissioner Wilson said he thought the Commission should only appoint the four unanimous choices now and advertise three openings. He said the Commission could still appoint either Don or Carol later, but they needed to get these first DMMO appointments right.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to appoint Holly Pfortmiller, Bryce Morrow, Lee Belowski, and Corrine Lowenthal to the DMMO. The motion carried by the following vote:

YES: Commissioner Smith, Commissioner Marl, Commissioner Wilson, Commissioner Mitchell, Mayor McGriff

NO: None

There was consensus to readvertise for applications from retail, agritourism, and arts/culture for the three remaining seats.

3. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:53 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



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

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 5, 2025 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:02 P.M.

PRESENT: 5 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Scott Wilson, Mayor McGriff

STAFFERS: 10 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Public Works Director Dayna Webb, Community Development Director Aquilla Hurd-Ravich, Planning Manager Pete Walter, Economic Development Manager James Graham, Deputy Parks and Recreation Director Tom Kissinger, Community Engagement Specialist Hannah Schmidt

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. March for Meals Month

Mayor McGriff read the proclamation declaring March 2025 as March for Meals Month.

Alexandra Kocher, Meals on Wheels Coordinator, thanked the Commission for raising awareness of this important program.

Tom Shaw, resident of Oregon City, was a driver for Meals on Wheels. He described the clients he served.

Frank Washburn, resident of Oregon City, shared stories about what it meant to deliver meals to clients.

Mayor McGriff shared her own story of volunteering with Meals on Wheels.

b. Women's History Month

Mayor McGriff read the proclamation declaring March 2025 as Women's History Month.

4. PUBLIC COMMENTS

None

5. PRESENTATIONS

a. Metro Nature in Neighborhoods Community Choice Grant Program

Christine Lewis, Metro Councilor, gave a history on the pilot program Nature in Neighborhoods Community Choice Grants. Crista Gardiner, Nature and Neighborhoods Capital Grants Program Manager, explained the 2022 Program Design Committee, 2025 Review Committee, the participatory process, grant timeline

and program elements, idea collection and vetting, project development, final community vote, and awarding of the grants in 2026.

b. Natural Resources Committee Annual Report

Samantha Wolf, Natural Resources Committee Chair, and Brian Kvisler, Natural Resources Committee Vice Chair, presented the annual report including membership, accomplishments, discussions, and recommendations.

c. Citizen Involvement Committee Annual Report

Hannah Schmidt, Community Engagement Specialist, introduced Citizen Involvement Committee Chair Linda Baysinger, who presented the annual report. She discussed their accomplishments and activities in 2024.

d. 2024 Police Department Annual Report

Shaun Davis, Police Chief, presented the Police Department Annual Report. He discussed the department, calls for service, stop data, police reports and records, citations and arrests, summary of use of force incidents and types of force used, detective division year in review, crime scene processing and forensics, special investigations team, Behavioral Health Unit, training division, traffic team, traffic grant statistics, School Resource Officer, K-9 team, homeless liaison officer, unauthorized camp cleanups, Code Enforcement and code daily operations, Keeping Oregon City Clean project, community outreach and events, and future challenges.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Commissioner Marl asked to discuss item 7.d.

Motion by Commissioner Smith, seconded by Mayor McGriff, to approve the consent agenda except for item 7d. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Wilson

NO: None

- a. OLCC: Liquor License Application – New Winery License Application, Manufacturing/Production license; Brickwall Cider Co.
- b. OLCC: Liquor License Application – New Full On-Premises, Commercial Application; Blue Ox Axe Throwing Oregon, LLC
- c. Grant Agreement with the State of Oregon for Main Street: 10th Street to 15th Street Project (CI 25-002)
- d. Personal Services Agreement with Pitman Restaurant Equipment for the Pioneer Community Center's Kitchen Remodel Project

Commissioner Marl noted that Oregon City's Meals on Wheels program also covers the West Linn area. West Linn reimburses the city for meal services delivered to West Linn. He asked if capital expenses like this project were factored into the agreement with West Linn.

Tom Kissinger, Parks and Recreation Deputy Director, said it was not. He added that the project was funded by the donation account, not the city's general fund.

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve item 7d. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Wilson

NO: None

8. PUBLIC HEARINGS

- a. Second Reading of Ordinance No. 25-1003 - Flood Management Overlay District Code Amendments (GLUA-24-030/LEG-24-04)

Mayor McGriff opened the public hearing.

Ken Baysinger, resident of Oregon City, was opposed to this ordinance. He illustrated how using the principle of zero net loss negatively impacted his neighbor. His neighbor had five yards of rock introduced into the floodplain area and had to pay \$68,000 for environmental and engineering studies. He thought the City should hold Union Pacific to this principle, as they were dropping rock in the floodplain.

Mayor McGriff closed the public hearing.

There was discussion regarding FEMA pulling back from these regulations. Tony Konkol, City Manager, explained this was not an administrative requirement from FEMA. Instead, it was born out of a settlement agreement from litigation.

Motion by Commissioner Wilson, seconded by Commissioner Mitchell, to approve the second reading and final adoption of Ordinance No. 25-1003 - Flood Management Overlay District Code Amendments (GLUA-24-030/LEG-24-04). The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Wilson

NO: None

9. GENERAL BUSINESS

- a. Thimble Creek Market Assessment and Development Scenarios – Discussion

Aquila Hurd-Ravich, Community Development Director, said the city had received a grant to do an industrial site readiness study. The consultants presented their findings at the last meeting and staff requested two Commissioners to volunteer to work with staff to refine the alternatives.

James Graham, Economic Development Manager, explained that the volunteer Commissioners would be speaking with property owners, drafting policy options, and providing recommendations to the Commission for further action.

Mayor McGriff and Commissioner Mitchell volunteered.

The Mayor swapped the positions of items 7.b. and 7.c. on the agenda.

- b. 335 Warner Milne Sidewalk/Street Tree Removal Project (TREE-24-00065 / NROD-25-00001)

Ms. Hurd-Ravich discussed the existing tree removal process. The tree in question did not meet the criteria to require Commission review. However, staff felt that this case involved conflicting priorities and wanted the Commission's input.

Dayna Webb, Public Works Director, gave a presentation on Warner Milne Road sidewalk options as part of the 2025 Pavement Maintenance Utility project. She explained the existing conditions on Warner Milne and summarized an assessment of the tree by a certified arborist. The tree was too close to the street for

a curb-tight sidewalk. Because of the slope and ADA regulations, trying to meander the sidewalk around the tree would impact the property owner. Even so, a meandering sidewalk would still be within the drip line of the tree.

Mrs. Webb discussed staff's coordination with the property owner. Staff shared two options. The first was a 6 foot curb-tight sidewalk with tree removal. The second was a meandering sidewalk that might preserve the tree, depending on the root structure. The property owner preferred the first option.

Mrs. Webb offered three options to the Commission, the two above and a third option to not install the sidewalk.

There was discussion regarding the significance of white oaks, an option to have the sidewalk come up to the drip line and around the tree, how a cedar tree was not a replacement for an oak tree, and how the ADA limited the slope of new sidewalk construction.

James Nicita, resident of Oregon City, discussed another option, to not build a sidewalk on the north side, but instead to put in a high-quality crosswalk on Danielson Drive. Working with PGE, this would address desired connectivity in the area.

Betsy Jordan Edhome, resident of Oregon City, thought the tree should be preserved and a curved sidewalk should be installed around the tree. She thought the tree code should be modified to save the tree.

Wendy Marshall, resident of Oregon City, did not see a lot of discussion with the property owner about the importance of the tree or compensation for an easement. She asked if the property owner only chose to remove the tree because it was the easy option. She gave a few ideas, such as reducing the travel lane width and mitigating the tree removal by planting new trees on the same property or strip of road.

Dorothy Dahlsrud, resident of Oregon City, discussed reasons to preserve the tree and to work with the property owner to explain the significance of the tree and find a way to save it. She thought if native white oaks were cut down, they needed to be replaced with native white oaks.

Jackie Hammond-Williams, resident of Oregon City, thought the tree needed to be preserved as it was part of the City's history and had immense value.

Rae Gordon, resident of Oregon City, thought they needed to set an example and respect their elders, and she felt this tree was an elder. She discussed how trees were part of tourism marketing.

Steve Partlow, member of the congregation of the church that owned the property, said the City had come to the church and proposed to put in a sidewalk and improve their driveway. They were given two options and did not know the history of the tree. He mentioned that the tree is brittle and drops a lot of branches. The church does not let the children play near it. He said that the church did not need a sidewalk in front of their building, and the tree could be preserved.

The Commission took a break from 9:08 to 9:12 P.M.

The Commission discussed preserving the tree and leaving it as is, the need to revisit the tree code, and planting mitigation trees on-site where possible.

Motion by Commissioner Wilson, seconded by Commissioner Marl, to deny removal of the tree. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Wilson

NO: None

c. Funding City-Sponsored Public Event Program

Mr. Graham said there was about \$4,600 remaining in this fund and he was asking for \$50,000 in additional funds for summer events. He listed the options for consideration.

Tony Konkol, City Manager, said that the alignment of the grant cycle and budget cycle made this necessary. The funds would be disbursed in both this and next fiscal year, but the funds needed to be made available for the city to offer the grant program. He added that the funds would be included in the budget for the next fiscal year.

Motion by Commissioner Mitchell, seconded by Commissioner Wilson, to approve \$50,000 from the Transient Lodging Tax fund to support City-sponsored public events and to advertise the program immediately. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Wilson

NO: None

10. COMMUNICATIONS

City Manager –

None

Commissioners –

Commissioner Marl gave an update on HB 2138 regarding middle housing development.

Commissioner Wilson said he and Commissioner Marl were at the last CIC meeting where the Police Department gave a presentation on Neighborhood Watch.

Mayor –

Mayor McGriff appointed William Foster and reappointed Emily Lisborg to the Natural Resources Committee. She also appointed Judy Schaffer to the Enhancement Grant Program Committee.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:36 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 19, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 9.a. - Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street

STAFF RECOMMENDATION:

Review and accept the revised rendering of the historic façade.

EXECUTIVE SUMMARY:

The program's first application to the Adaptive Re-Use Rehabilitation Building Program 2.0 is London D. Aesthetics, located at 705 Main Street, Oregon City. The applicant is seeking a \$125,000 forgivable loan to renovate its neighboring building located at 703 Main Street. On August 20th the City Commission conditionally designated the London D. Aesthetics application as a project of interest but wanted the applicant to come back to the City Commission to reveal the historic facade improvements proposed for the building. On November 5th the applicant returned to reveal the proposed façade renovation. The City Commission did not favor the proposed façade rendering and sought a revision.

BACKGROUND:

During the City Commission's Regular Meeting held on August 20, 2025, London D. Aesthetics, located at 705 Main Street and an applicant of the Adaptive Re-Use Building Rehabilitation Program 2.0, made a presentation about its application to the program.

As part of the program's guidelines, the City Commission conducts a "project of interest review" whereby the governing body expresses an interest in seeing the project move forward through the City's permit process because the project meets the goals and objectives of the program. This does not constitute approval of any funding or approval of any permits.

Members of the City Commission were interested in seeing the historic façade improvements to the building in that they were not revealed during the meeting. The City Commission voted and unanimously approved that the London D. Aesthetics application was a project of interest, thereby allowing it to move forward through the City's permit process as per the guidelines of the Adaptive Re-Use Building Rehabilitation Program 2.0. The vote was conditioned on the applicant coming back to the City Commission to reveal the historic façade improvements proposed for the structure.

On August 20th, the City Commission conditionally designated the London D. Aesthetics application as a project of interest but wanted the applicant to come back to the City

Commission to reveal the historic facade rendering proposed for the building.

On November 5, 2025, the City Commission was shown renderings of the front façade renovation and rear-side renovation of the building. Mayor McGriff and Commissioner Smith expressed concerns primarily with the front façade renovation of the building, namely that the front façade renovation reflected a more modern look with less connection with the street environment.

Included in this report is a second rendering of the building's façade.

OPTIONS:

1. Review and accept the revised rendering of the historic façade improvements.
2. Do not accept the revised rendering of the historic façade improvements and seek another variation.
3. Provide further direction

BUDGET IMPACT:

Amount	\$125,000
Fiscal Year(s):	2025/2026
Funding Source(s):	General Fund

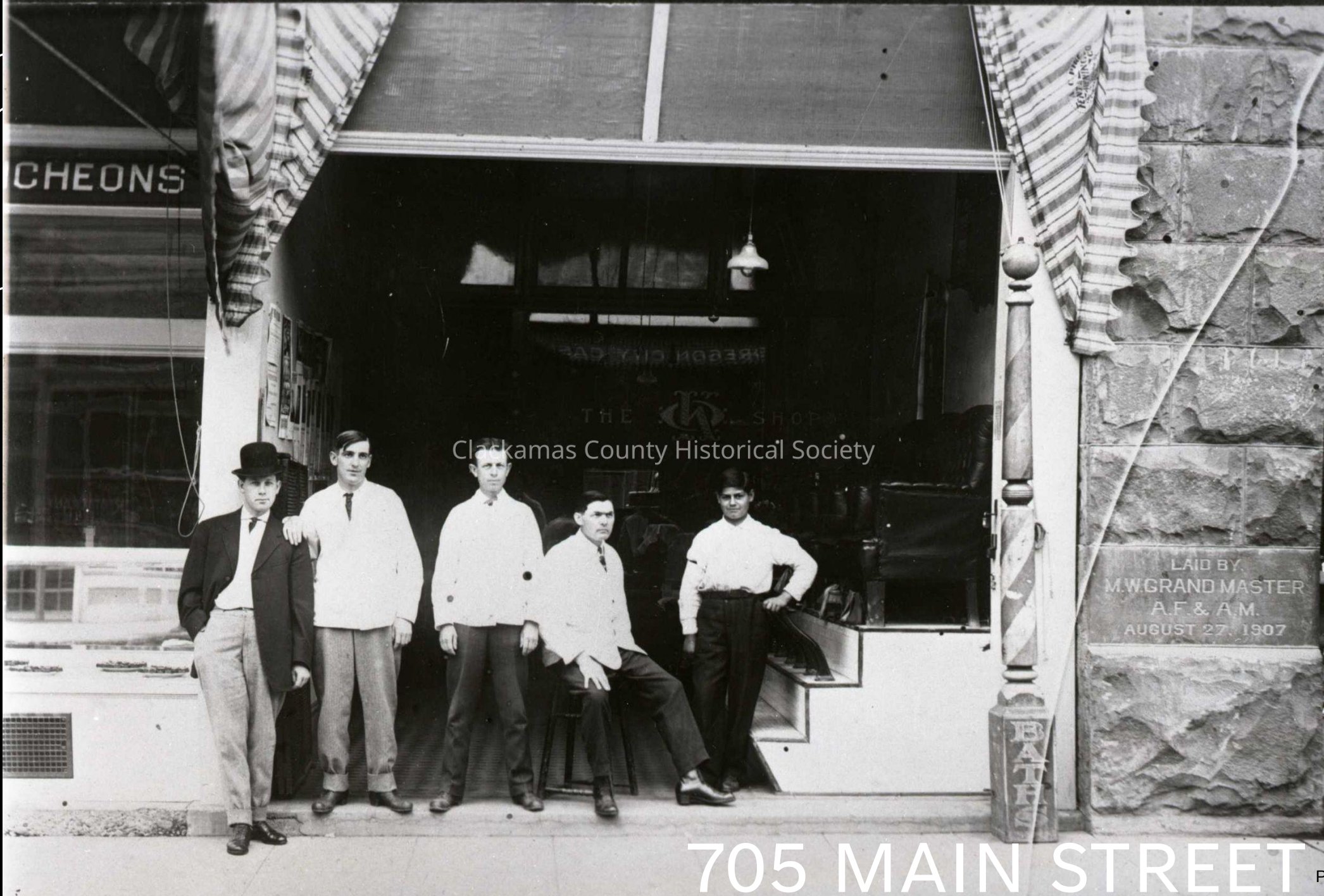
703/705 MAIN STREET ALTERATION





EXISTING STREET VIEW AT STREET LEVEL





CHEONS

CLACKAMAS COUNTY HISTORICAL SOCIETY

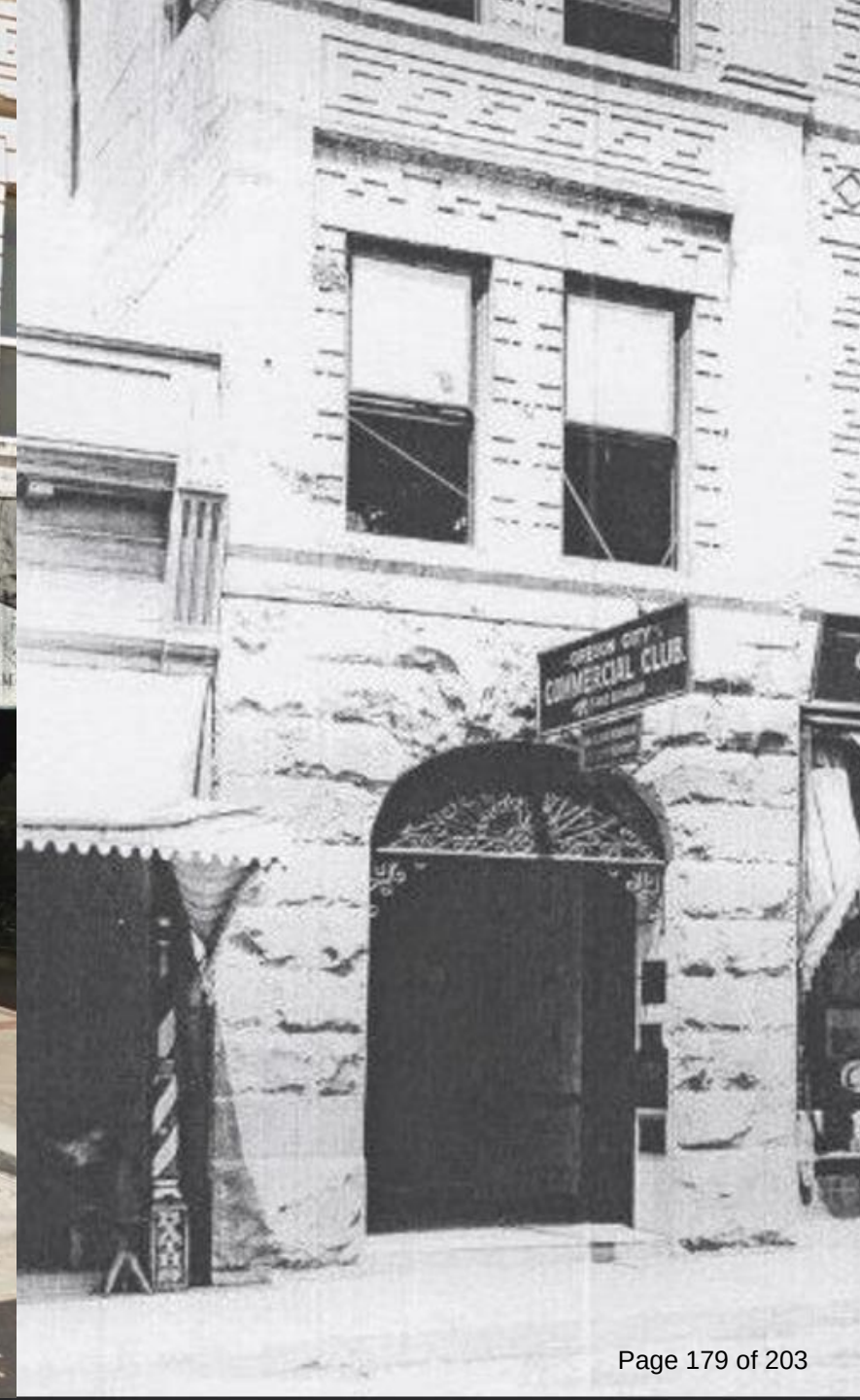
LAID BY
M.W. GRAND MASTER
A.F. & A.M.
AUGUST 27, 1907

BATHS

705 MAIN STREET



GOOGLE STREET VIEW 2012



PROPOSED STREET FACADE



London Aesthetics

New Tenant



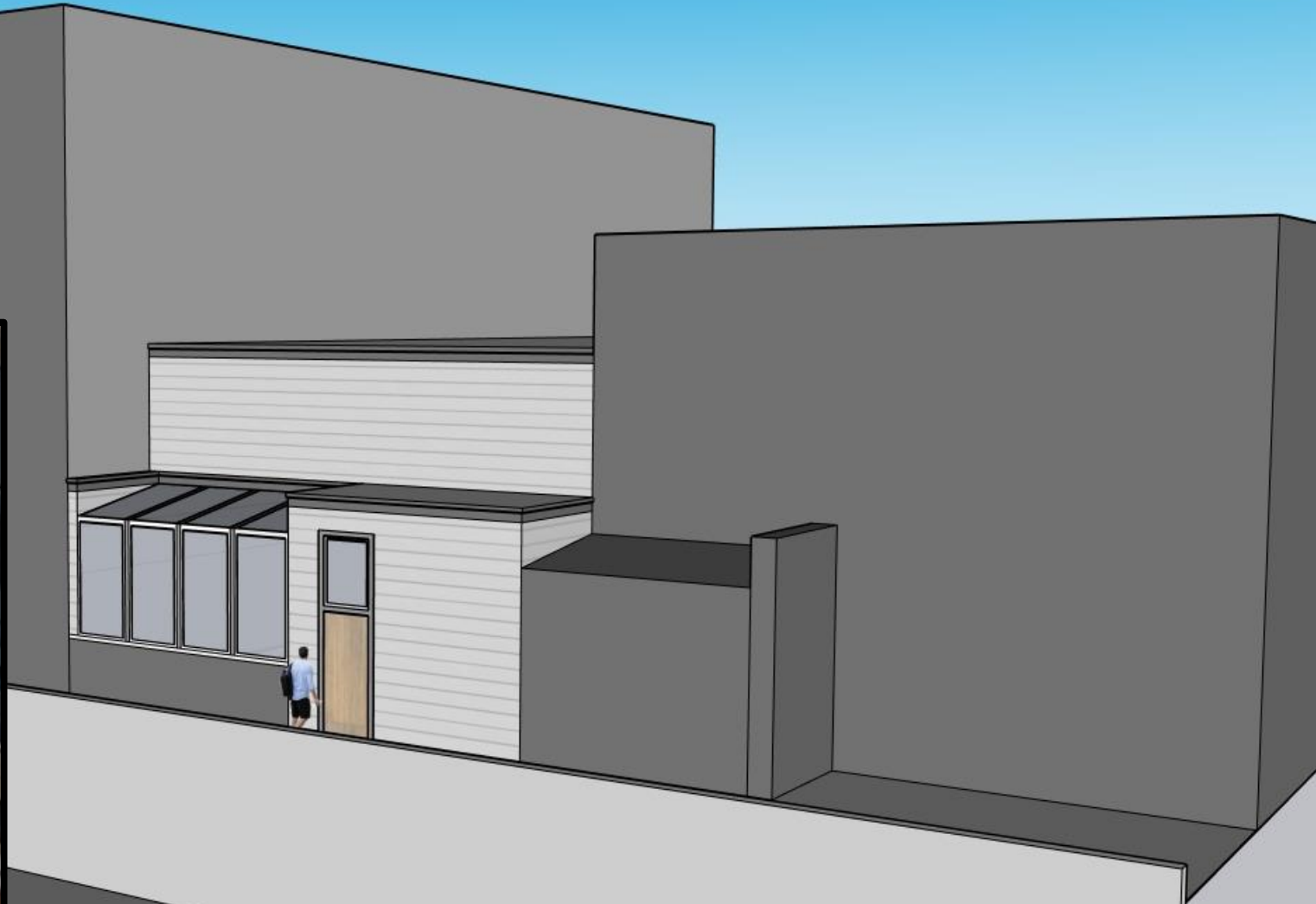
PROPOSED VIEW LOOKING SOUTH





PROPOSED VIEW LOOKING NORTH

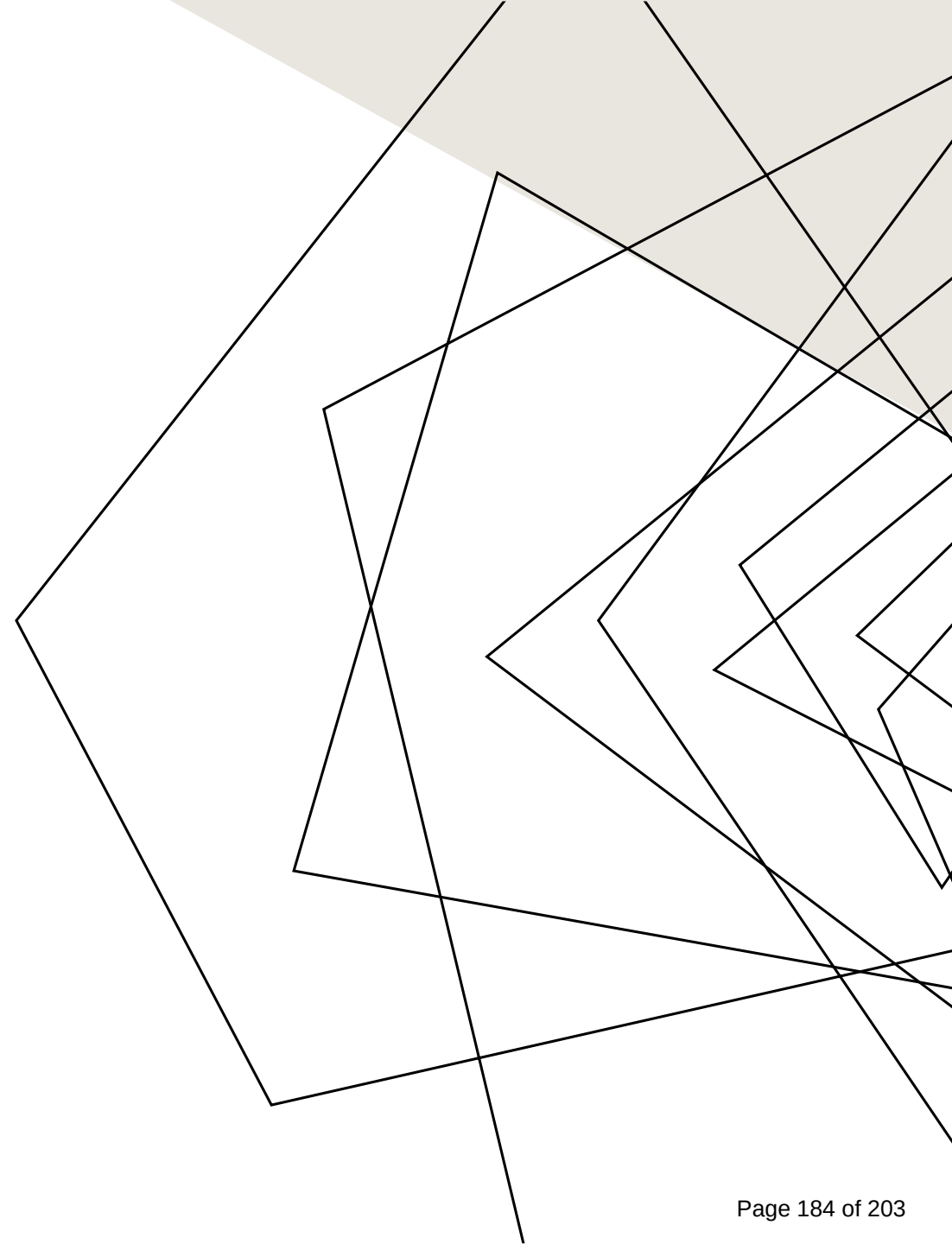
- EXISTING MURAL TO REMAIN
- NEW TENANT SIGN TO MATCH EXISTING
- NEW FABRIC AWNING
- MATCH EXISTING STONE CLADDING
- NEW WOOD DOORS WITH GLAZING AT ENTRIES



PROPOSED ALLEY VIEW

PROJECT VISION

- Revitalize a 1908 historic Main Street building.
- Restore historic architectural elements
- Recapture 1,600 SF of previously unusable Basement space
- Expand usable area by approximately 60% without altering building scale



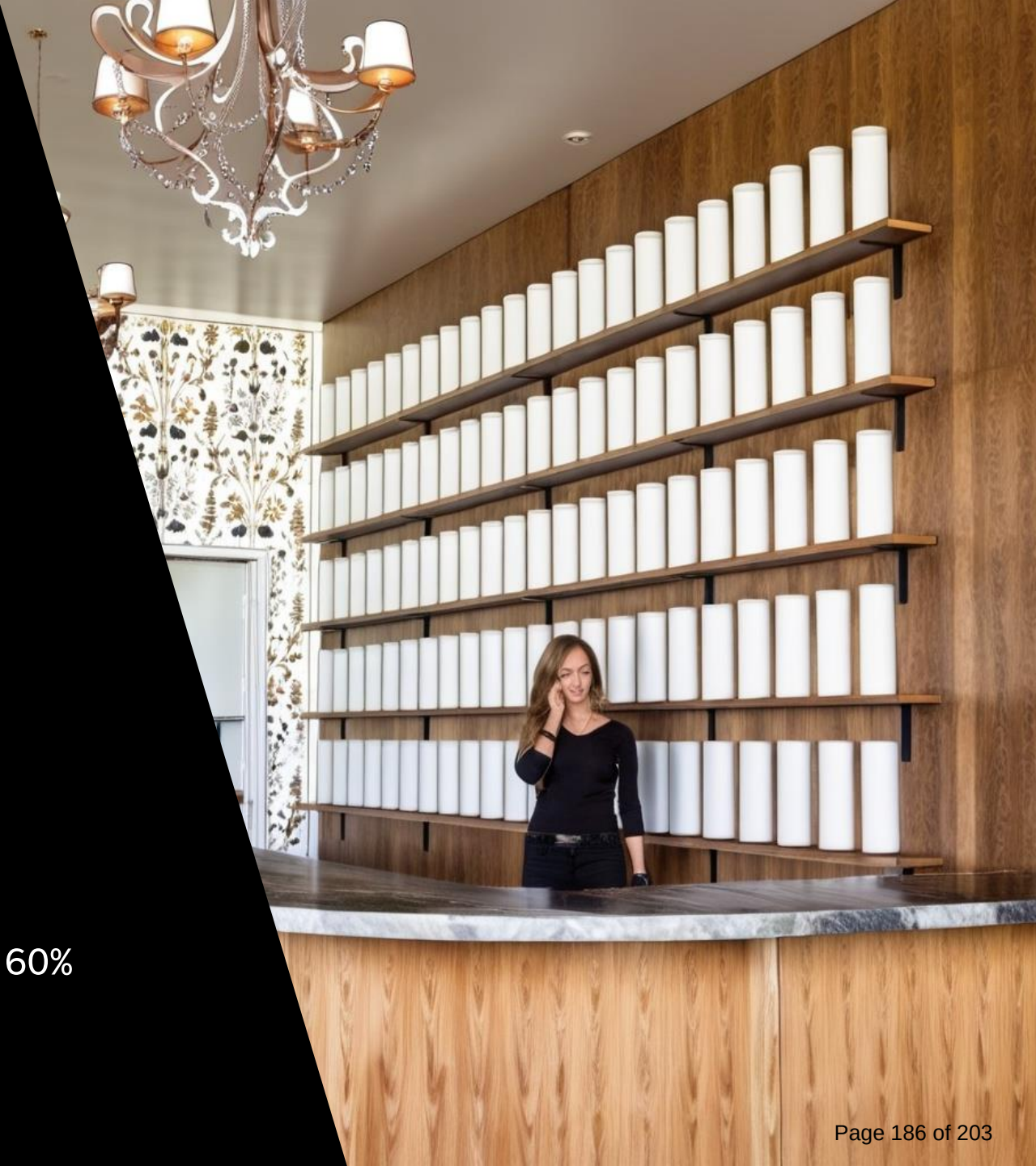


PROJECT BENEFITS

- Provides significant rehabilitation to an existing building, increasing the efficiency of the building without dramatically changing the buildings massing
- Enhancing economic vibrancy by renovated this space can provide affordable spaces for startups and small businesses, including incubator spaces downstairs, fostering entrepreneurship and contributing to economic diversity
- Designing and developing the ground floor and street-level area of this building, will foster a cohesive, facade for pedestrians
- Enhancing the safety factor by installing a sprinkler system/fire suppression system
- Increased assessed property value by making this building more attractive, functional, safe, and desirable, ultimately increasing its market value and contributing to the overall revitalization of the surrounding area

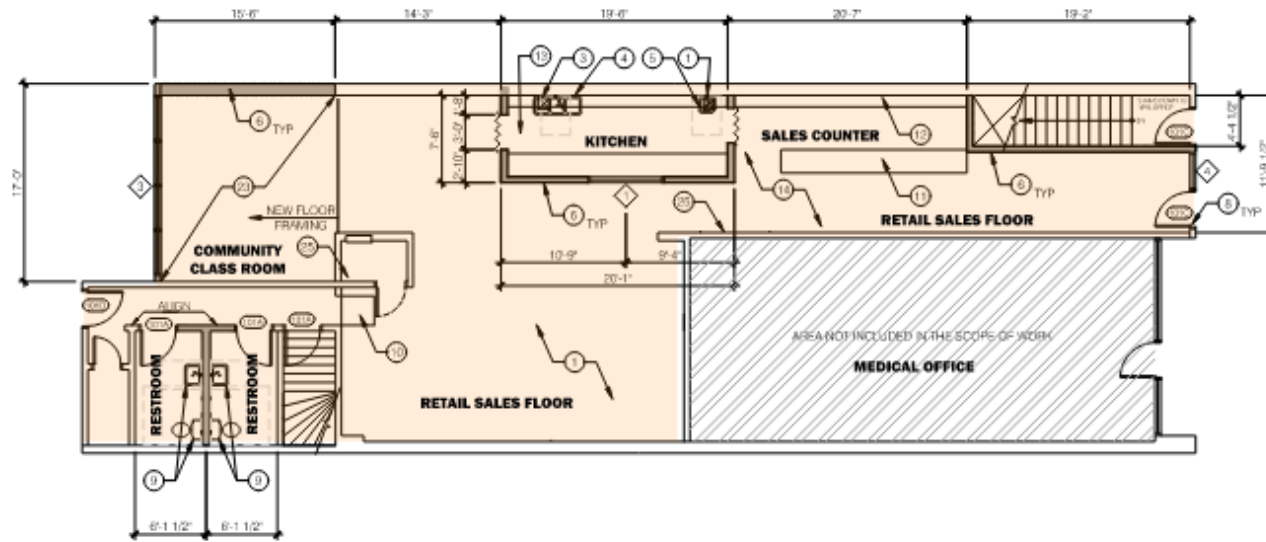
SCOPE OF WORK

- Roof reconstruction and rear shed removal
- Raise first-floor ceiling from 10' to 14'
- Improve storefront windows and doors
- Reopen basement, build 5 office units
- ADA and life safety system upgrades
- Increase the leasable area by approximately 60%





EXISTING BASEMENT

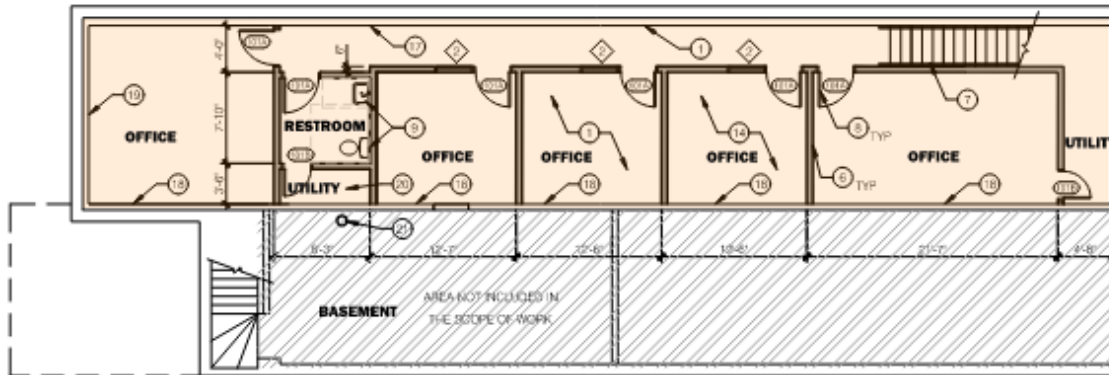


GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

ARCHITECTURAL APPROACH

- No change to building footprint
- Maximize daylight, raise ceiling heights
- Tasteful, modern interiors respecting history
- Diversify tenant mix - New ground floor retail tenant - Five new executive offices
- Preserve existing massing & new façade improvements



BASEMENT FLOOR PLAN

SCALE: 1/8" = 1'-0"

REQUESTED MOTION FROM THE CITY COMMISSION:

THE GOVERNING BODY EXPRESS AN INTEREST IN SEEING THE PROJECT MOVE FORWARD THROUGH THE CITY'S PERMIT & FUNDING APPLICATION PROCESS

VIII. APPLICATION CHECKLIST

1. Complete PROGRAM ELIGIBILITY APPLICATION with the following accom:
 - a. Submit electronic copy(ies) of the application and supporting documents related documentation.
 - b. Detailed written description of the scope of the project.
 - c. Documentation of property ownership (including, but not limited to a lease. Lessees must have written authorization from the property owner.
 - d. Documentation on the legal form of the business that owns the project (S, Sub-chapter C, LLP, partnership agreement, etc.)
 - e. Copy of current Oregon City Business License
 - f. Photos of existing site and its current use
2. Complete FINANCIAL SUPPORT REQUEST Application
 - a. Financial Review of Project Itself
 - i. Project budget showing ALL sources of funding/amounts and ALL us funding/amounts for the project (should include construction expense permits, design costs, etc.)
 - ii. Financial pro-forma of the project documenting the net operating income investment and if relevant, cap rate
 - b. Financial Review of Business or Corporate Entity as the Project Developer
 - i. Past two years profit and loss statement of project developer (if applicable)
 - ii. Current profit and loss statement of project developer
 - iii. Projected profit and loss statement by month for 24 months
 - iv. Balance sheets for past and current year of operation
 - v. Other such financial information that may be necessary
 - c. Financial Review of Individual as Project Developer
 - i. Personal Financial Statement
 - ii. Two years Federal Income Tax Filing (current and previous year)
 - iii. Financial pro-forma of the project
 - iv. Other such other financial information that may be necessary

IX. APPLICATION PERIOD

1. Applications are reviewed on a first-come, first-served basis. Incomplete and/or inaccurate applications shall lose their place in the queue to complete applications.
2. Once an application is received, expect a minimum of a 30-to-40-day review period.

X. APPLICATION PROCESS: "PROJECT OF INTEREST"

1. PROJECT ELIGIBILITY REVIEW and GRANT/LOAN APPLICATION REVIEW meeting with the Economic Development Manager
2. The City Commission conducts a "project of interest review" whereby the governing body express an interest in seeing the project move forward through the City's permit process

because it meets the goals and objectives of the program. This does not constitute an approval of any funding assistance or approval of any permits.

XI. PERMIT PROCESS

1. Planning Review/Approval Meeting
 - a. Contact the Planning Division at oppplanning@oregoncity.org or (503) 722-3789 for details.
 - b. Smaller projects may be eligible for planning approval through the Planning Division's expedited Type I Site Plan and Design Review process. Project types that can be reviewed as a Type I permit are listed in Oregon City Municipal Code [17.62.035.A](#).
 - c. If Type II Plan Review (Community Development Director renders the City's decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.oregoncity.org/775/Pre-Application-Conference-PDF?bidId=>
 - ii. Go to link: <https://www.oregoncity.org/DocumentCenter/View/3526/Type-II-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.oregoncity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
 - d. If Type III Plan Review (The Planning Commission or Historic Review Board shall render City's decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.oregoncity.org/775/Pre-Application-Conference-PDF?bidId=>
 - ii. Go to link: <https://www.oregoncity.org/DocumentCenter/View/3527/Type-III-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.oregoncity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
 - e. If Type IV Plan Review, include only quasi-judicial plan amendments and zone changes (The Planning Commission and City Commission shall render a decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.oregoncity.org/775/Pre-Application-Conference-PDF?bidId=>
 - ii. Go to Link: <https://www.oregoncity.org/DocumentCenter/View/3528/Type-IV-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.oregoncity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
2. Building Division Permit
 - a. Why is a building permit required: <https://www.oregoncity.org/1401/Apply-for-a-Building-Permit>
 - b. Building permit instructions: <https://www.oregoncity.org/DocumentCenter/View/7025/Submittal-Guidelines-and-Requirements-PDF-1>
 - c. Building permit application: <https://www.oregoncity.org/DocumentCenter/View/7111/Building-Permit-Application-New-May-1-2023-PDF-1>

3. Public Works Development Services/Engineering Review
 - a. Development & Engineering Requirements: <https://www.oregoncity.org/742/Documents-Drawings-Forms-Permits>
 - b. SDC Charges: <https://www.oregoncity.org/858/System-Development-Charges-SDCs>

XII. CITY COMMISSION MEETING

- a. Staff negotiates project development agreement
- b. The City Commission reviews and approves the project's development agreement
- c. Project moves for to the Loan Review Committee for credit analysis

XIII. FINANCIAL SUPPORT (FORGIVABLE LOAN)

1. Committee's loan review criteria:
 - a. Applicants should have a minimum credit score of 700 (Equifax, TransUnion, Experian)
 - b. Maximum debt to income ratio of 40% for individuals or businesses
 - c. Minimum debt service coverage of 1.25:1 for businesses
 - d. Minimum global debt coverage ratios 1.25:1
 - e. Value of collateral/VII take a 2nd position (if necessary)
 - f. Co-signor not required but will enhance credit request
 - g. No prior bankruptcies for individual or business
2. Loan Committee reviews the financial support request application
The mission of this committee is to evaluate and mitigate the degree of risk associated with each funding request to the funding organization
 - a. Financial Support Application
 - b. Conducts financial review of project and applicant
 - c. Approves loan underwriting requirements
 - d. Approves the loan/grant

XIV. FUNDS DISBURSEMENT

1. Applicant receives 50% of loan/grant funds after committee approval.
2. Terms of the loan will commence if it has been determined that the project is not going forward or if the project has changed relative to the conditions in the executed development agreement, (noncompliant).
3. If the project is noncompliant, the portion disbursed will remain a loan and payments will commence 90 days after noncompliance declaration.
4. If the project is realized, i.e., it is in compliance with the development agreement and a certificate of occupancy is issued, the investor receives 100% of grant funding. Loan is forgiven.

ADAPTIVE REUSE FORGIVABLE LOAN REQUEST

\$125,000

USE OF FUNDS

- New Fire Suppression System – \$12,288.58
- Electric System Upgrades – \$57,175.53
- System Development Charges – \$9,721.50
- City Permit Fees – \$5,352.25
- Interior Demolition – \$26,760.90
- Engineering/Architectural Fees – \$9,502.58
- Exterior Renovation – \$4,198.66

TOTAL – \$125,000

FUNDING SOURCES

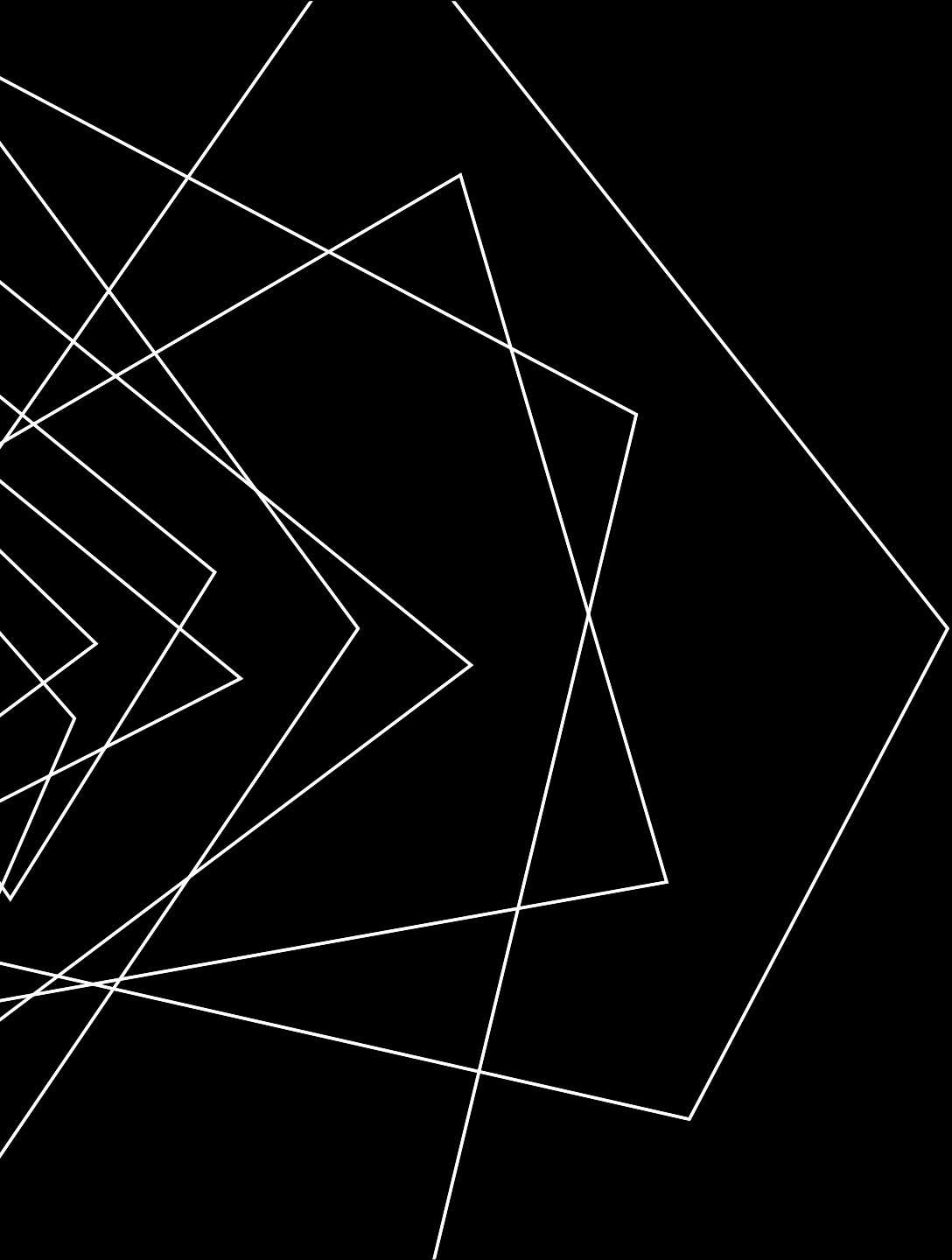
REUSE FORGIVABLE LOAN – \$125,000

PERSONAL LOAN – \$190,971.80

TOTAL - \$315,971.80

OWNER PROFILE – DONNA LONDON

- 37+ years in healthcare
- 18 years in aesthetic and integrative medicine
- Owner-occupant ensures long-term stewardship.
- Completed a self funded rehabilitation/code upgrades in 2021/2022 of 703 Main Street.
- Committed to successful execution and oversight
- 703 Main St is a prime candidate for the Adaptive Reuse Program.
- Preserves a historic building
- Increases pedestrian activity and tax value
- Fully shovel-ready and feasible
- Ready to catalyze downtown revitalization



THANK YOU

Derek Metson
Greenbox Architecture
info@greenboxpdx.com

Donna London
LondonD Investments/LondonD Aesthetics
info@londondaesthetics.com



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	November 19, 2025
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 9.b. - Ordinance 25-1016 - An ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties

STAFF RECOMMENDATION:

Staff recommends approving Ordinance No. 25-1016, an ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties.

EXECUTIVE SUMMARY:

This exclusion ordinance establishes a legal framework to maintain public safety, order, and community well-being by authorizing the temporary exclusion of individuals who engage in prohibited conduct within the designated Downtown Core Area.

BACKGROUND:

Exclusion zones are designated to protect the public from those whose illegal conduct poses a threat to the public health, safety, and welfare. Currently, the City does not have an exclusion zone ordinance in our municipal code.

The City does have ordinances for Park Exclusions (OCMC 12.16.070) and Exclusion from a Public Building (OCMC 9.28). These exclusions are designated to protect the public from those whose illegal conduct poses a threat to the public health, safety, and welfare.

On September 9, 2025, the City Commission held a work session and Civil Exclusions were a topic for discussion. At that meeting, staff shared with the Commission that other cities within Oregon have implemented exclusion zones into their municipal code. Staff reviewed municipal codes from the City of Medford and the City of Milwaukie. Their municipal ordinances were included for reference.

During the work session, the Commission directed staff to bring back an ordinance that would amend the Oregon City Municipal Code creating a Civil Exclusion Zone. The Commission was presented a draft map that covered the downtown core area. The Commission was in agreement that the draft map covered the downtown core area. The Commission directed staff to incorporate the grand stairs and the elevator into the core area. Staff worked with City GIS to accomplish this and create a legal description.

Staff has worked with the City Attorney to draft the proposed ordinance which defines the specific behaviors that may result in exclusion and outlines a fair and transparent process for enforcement, notice, and appeal.

The proposed ordinance and Civil Exclusion Zone will be an effective enforcement tool for the Oregon City Police Department to protect the Downtown Core Area from persons whose unlawful activities and/or criminal conduct poses a threat to the public's peace, dignity, safety and welfare of the public at large by providing the ability to temporarily exclude certain repeat offenders from the Zone.

OPTIONS:

1. Approve Ordinance 25-1016 - An ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties.
2. Approve Ordinance 25-1016 - An ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties with Amendments.
3. Deny Ordinance 25-1016 - An ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

ORDINANCE NO. 25-1016

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING THE OREGON CITY MUNICIPAL CODE CREATING SECTION 9.36 CIVIL EXCLUSION ZONE APPLICABLE WITHIN THE DOWNTOWN CORE AREA, ESTABLISHING PROCEDURES AND PENALTIES.

WHEREAS, the City of Oregon City Downtown Core Area, extending from approximately 5th Street to 18th Street between Washington Street and the Willamette River, represents a unique and vibrant mixed-use area within the City;

WHEREAS, the Downtown Core Area has been the focus of intensive efforts by the City to improve the character of the area, promote economic development and attract tourists;

WHEREAS, as a pedestrian focused area, the Downtown Core Area serves as host to events, restaurants with outdoor seating and retail shops with outdoor displays and other activities designed to attract visitors and enhance livability within the City;

WHEREAS, creating a Civil Exclusion Zone within the Downtown Core Area will benefit the community by keeping the area welcoming to businesses, residents and tourists; and

WHEREAS, the Civil Exclusion Zone will be an effective enforcement tool for the Oregon City Police Department to protect the Downtown Core Area from persons whose unlawful activities and/or criminal conduct poses a threat to the public's peace, dignity, safety and welfare of the public at large by providing the ability to temporarily exclude certain repeat offenders from the Zone.

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

Section 1. The City hereby amends Oregon City Municipal Code, Title 9: Public Peace, Morals and Welfare to include Chapter 9.36 Civil Exclusion Zone, which is attached hereto as Exhibit 'A'.

Section 2. In addition and for reference, the Commission adopts the Downtown Exclusion Zone map, providing a graphic representation of the Downtown Exclusion Zone boundaries, attached hereto as Exhibit 'B.'

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

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

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Read for the first time at a regular meeting of the City Commission held on the 19th day of November 2025 and the City Commission finally enacted the foregoing Ordinance this 3rd day of December 2025.

Mayor Denyse C. McGriff

Attested to this _____ day of _____ 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Amended Sections of the Oregon City Municipal Code

Exhibit B – Downtown Exclusion Zone Map

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Exhibit A

Chapter 9.36 Civil Exclusion Zone

9.36.010 Purpose

In addition to other remedies provided for violation of this code, or any of the laws of Oregon, the City has created a civil exclusion zone to protect the public for those whose illegal conduct poses a threat to the public health, safety, and welfare. In accordance with the provisions of this section, the Chief of Police or designee may exclude any person who is cited to appear, arrested, or otherwise taken into custody for any offense listed in subsection 9.36.030 of this section within a civil exclusion zone. Nothing in this section shall be construed to authorize the exclusion of any person lawfully exercising free speech rights or other rights protected by the Oregon or federal constitution. However, a person engaged in such protected activity who commits acts that are not protected shall be subject to exclusion as provided by this section.

9.36.020 Oregon City Downtown Core Area Boundaries

As used in this chapter, the “Oregon City Downtown Core Area,” comprises all areas described as follows: Beginning at the westernmost point of the north side of the tunnel on Oregon State Highway 99E, then north and west along the southern side of Oregon State Highway 99E to the southwestern corner of the intersection of Oregon State Highway 99E and Main St, then continuing along an imaginary line of the same bearing to the Willamette River, then north along the eastern shore of the Willamette River to the southern boundary of Sportcraft Landing, then east and north along the eastern edge of the Sportcraft Landing parking lot until a point level with the southern side of the intersection of Oregon State Hwy 99E and the Interstate 205 northbound ramp, then east across Oregon State Highway 99E, then east and north along the southern side of the Interstate 205 northbound ramp to a point level with 18th St, then east along the northern side of 18th St to the UP Railroad tracks, then south along the eastern side of the UP Railroad tracks to 17th St, then east along the northern side of 17th St to Washington St including the intersection, then south along the eastern side of Washington St to 7th St including the intersection, then west along the southern sidewalk of 7th St continuing across High St to the footpath at the northern entrance to the McLoughlin Promenade, then south along the McLoughlin Promenade footpath to the Oregon City Municipal Elevator, then descending the elevator, then west along the southern side of Railroad Ave to Oregon State Highway 99E and the point of beginning.

9.36.030 Exclusion from Oregon City Downtown Core Area

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- A. An exclusion issued under the provisions of this section shall be for thirty (30) days. If the person to be excluded has been excluded from the Oregon City Downtown Core Area at any time within two years before the date of the present exclusion, the exclusion shall be for ninety (90) days.
- B. A person is subject to civil exclusion from entering or remaining within a civil exclusion zone if that person is engaged in any of the following behavior or has been cited to appear, arrested or otherwise taken into custody within the Oregon City Downtown Core Area for any of the following offenses:
 - 1. A crime classified as a felony or as a misdemeanor under the following chapters of the Oregon Revised Statutes (ORS), or is an attempt, solicitation or conspiracy to commit any such felony or misdemeanor defined in ORS:
 - a. Chapter 162—Offenses Against the State and Public Justice;
 - b. Chapter 163—Offenses Against Persons;
 - c. Chapter 164—Offenses Against Property;
 - d. Chapter 165—Offenses Involving Fraud or Deception;
 - e. Chapter 166—Offenses Against Public Order; Firearms and Other Weapons; Racketeering;
 - f. Chapter 167—Offenses Against General Welfare and Animals;
 - g. Chapter 475—Controlled Substances; Illegal Drug Cleanup; Miscellaneous
 - 2. Otherwise involves a controlled substance including alcoholic liquor violations as provided in the Oregon Liquor Control Act or marijuana-related offenses as provided in the Control and Regulation of Marijuana Act or the Medical Marijuana Act; or
 - 3. Has resulted in injury to any person or damage to any property; or
 - 4. Constitutes a violation of any of the following provisions of this code:
 - a. Section 9.12.010—Drinking in Public Places;
 - b. Section 9.12.020—Disturbing the Peace;
 - c. Section 9.12.030—Obscene Conduct;
 - d. Section 9.12.035 – Misuse of a Public Restroom;
 - e. Section 9.24.020—Carrying or Discharge of Weapons.
- C. A person shall not be issued an exclusion notice for prohibited camping or for otherwise sleeping within an exclusion zone. The act of camping does

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not excuse any person from civil exclusion for otherwise engaging in the listed offenses.

9.36.040 Persons Authorized to Issue Exclusion or Warning Notices

The Chief of Police is designated as the person in charge of civil exclusion zones and is authorized to issue exclusion notices to individuals for the conduct identified in Section 9.36.030. The Chief of Police may authorize employees of the police department to issue exclusion notices consistent with this chapter. In addition, the Chief of Police shall have the ability to authorize law enforcement personnel other than that employed by the City to enforce the terms of this chapter.

9.36.050 Issuance of Exclusion Notices or Warning Notices

At the time an individual is cited to appear, arrested, or otherwise taken into custody for any of the conduct identified in Section 9.36.030 or within 30 calendar days thereafter, the arresting officer or other person authorized by the Chief of Police may issue a written exclusion notice excluding the person from the Oregon City Downtown Core Area. The notice shall specify that the person is excluded from the Oregon City Downtown Core Area, shall specify the date and length of the exclusion, shall identify the provision of law the person has violated and shall contain a brief description of the offending conduct. The notice shall inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal. It shall be signed by the issuing party. Warnings of consequences for failure to comply shall be prominently displayed on the notice. Unless otherwise provided in the exclusion notice, the term of exclusion shall take effect upon issuance.

9.36.060 Right to Appeal

A person receiving such notice of exclusion may appeal in writing to the city manager for good reason to have the exclusion rescinded, the period of exclusion reduced, or to request a variance.

- A. An appeal of the exclusion must be filed, in writing, within ten days of the notice's issuance to the city manager.
- B. The city manager shall uphold the exclusion if the preponderance of evidence indicates that, more likely than not, the person in fact committed the violation, and if the exclusion is otherwise in accordance with law. In exercising discretion for this review, the city manager shall consider the seriousness of the violation for which the person has been excluded, the particular need of the person to be within the Downtown Core Area, and any

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other criterion the city manager determines to be relevant to the determination of whether or not to rescind, reduce or vary the exclusion.

- C. If an appeal is timely filed, the period of exclusion shall be stayed, pending the outcome of the appeal. If the exclusion is affirmed, the remaining period of exclusion shall be effective immediately upon issuance of the city manager's decision.
- D. If the city manager rescinds the exclusion, reduces its length or grants a variance, the city manager shall promptly notify the policy department of such action.
- E. The decision of the city manager to grant or deny, in whole or in part, a waiver under this section is committed to the sole discretion of the city manager, and is not subject to appeal or review.

9.36.070 Violation

- A. In the event no appeal is properly and timely filed, then the exclusion shall continue for the period set out in the notice, but shall not exceed 90 days. In the event a person found in the Oregon City Downtown Core Area is the subject of a valid notice of exclusion, that person shall be subject to arrest for criminal trespass.
- B. A person is not considered to be within a civil exclusion zone if the person is within an exclusion zone and the person is:
 - 1. Passing through the exclusion area;
 - 2. In the act of obtaining social, medical, or like services;
 - 3. In the act of seeking employment or performing work directly related to lawful employment;
 - 4. Attending a public meeting;
 - 5. Attending a court hearing, meeting with an attorney or criminal justice personnel, or engaged in any activity ordered by a court;
 - 6. In the act of filing an appeal to an exclusion notice issued under this section;
 - 7. Attending religious services or otherwise exercising a constitutional right.

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9.36.080 Variance

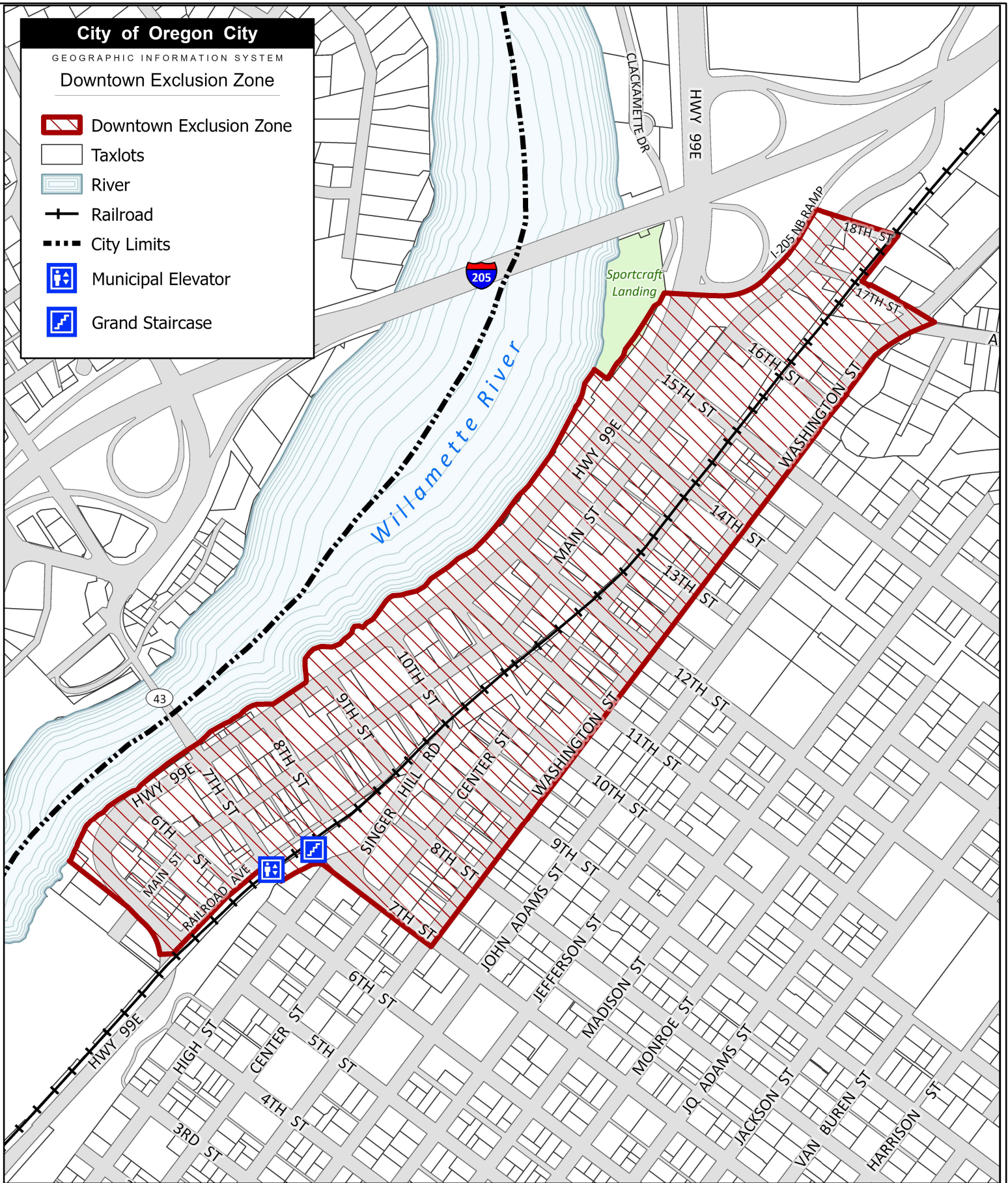
- A. The city manager may, in its discretion, grant a variance to an excluded person at any time during the period of exclusion if the person:
 - 1. Presents a plausible need to engage in any non-criminal activity that is not associated with the behavior supporting the person's exclusion;
 - 2. Establishes that he or she resides within an exclusion zone;
 - 3. Establishes that he or she is employed by (or is a principal of) a business located in the Oregon City Downtown Core Area;
 - 4. Presents a plausible need to obtain goods and services not otherwise available outside the exclusion zone to satisfy the person's essential needs.
- B. The variance shall be in writing, for a specific period of time, may limit ingress to and egress from the Oregon City Downtown Core Area, and only to accommodate a specific purpose, all of which shall be stated on the variance.

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Downtown Exclusion Zone

-  Downtown Exclusion Zone
-  Taxlots
-  River
-  Railroad
-  City Limits
-  Municipal Elevator
-  Grand Staircase



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

0 500 1,000 Feet



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