CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
REVISED AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 4, 2026 at 7:00 PM

Ways to participate in this public meeting:

- *Attend in person, location listed above. Please see the public comment guidelines below.*
- *Attend the livestream of the meeting on the City's YouTube Channel: https://www.youtube.com/user/CityofOregonCity*
- *Register to provide electronic testimony (email recorderteam@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orcity.org (deadline to submit written public comment via email is 3:00 PM on the day of the meeting)*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Arbor Day Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

a. Downtown Courthouse Update

b. Oregon City Heritage Coordinating Committee (OCHCC) Activities Update

c. Citizen Involvement Committee Annual Report

d. Library Board Annual Update

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

a. City's Addendum to Willamette Corridor Letter of Intent

b. Oregon City Police Employees Association (OCPEA) Collective Bargaining Agreement for the period, July 1, 2025 – June 30, 2028

c. Minutes of the May 07, 2025 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

a. Second Reading of Ordinance No. 26-1001, Vacating Public Rights-Of-Way of an Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard

b. First Reading of Ordinance No. 26-1007, Arts Commission and Mural Code Update

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

ADA NOTICE

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

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

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

PROCLAMATION

Arbor Day Proclamation

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; ***and***

WHEREAS the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; ***and***

WHEREAS Arbor Day is now observed throughout the nation and the world; ***and***

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, ***and***

WHEREAS trees in Oregon City increase property values, enhance the economic vitality of business areas, and beautify our community; ***and***

WHEREAS trees – wherever they are planted - are a source of joy and spiritual renewal; ***and***

WHEREAS Oregon City will honor Arbor Day by planting trees through the City with our partners Friends of Trees and Oregon Department of Forestry;

NOW, THEREFORE, I, Denyse McGriff, Mayor of the City of Oregon City, do proclaim

Saturday, March 14th, 2026
as
Arbor Day in Oregon City

And, urge all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands and to plant and care for trees to promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand this 4th Day of March, 2026.

_____
Denyse C. McGriff, Mayor

Master

February 23, 2026

City Commissioners of Oregon City
Scott Wilson, President, Adam Marl, Michael Mitchell & Rocky Smith, Jr.
625 Center St.
Oregon City, OR 97045

Cc: Dayna Webb, Public Works Director
Cc: Residents of Amanda Court

Dear City Commissioners,

This letter is concerning the deplorable condition of the pavement of Amanda Court, a street just off South End Road. A large potion of the street has deteriorated to the point of being difficult to walk on, much less for children to be able to ride their bikes. There is a large pot hole as well that keeps getting worse.

Many of the people who live along the street have called the city asking for it to be taken care of over the years but it is not even on the list to be addressed because the Public Works Department claims that there is no money to repair the sewer and water lines so there are no plans to even take care of the pavement. According to one neighbor, it has been about 25 years since anything was done. So, what about the fees they are paying to maintain their street?

Enclosed you will find a petition signed by many of the people who live on the street to please respond to their desire for maintenance of Amanda Court, plus photos.

Please go and see for yourselves the condition of this street and see what you can do about it. Thank you for your time and attention.

Sincerely,

Sandra (Sandie) Jelinek, a concerned neighbor.
[redacted]
Oregon City, OR 97045

Original

Petition to City Commission

Street Repair: Amanda Court

February/March, 2026

We the residents who live on Amanda Court in Oregon City, do hereby petition the City of Oregon City to highly prioritize the resurfacing of the pavement on our street that is badly in need of repair. Our understanding of the use of funds that we are paying as a fee in our water/sewer bill is to pay for care of our streets.

This street has been severely neglected for far too many years to be ignored.

Please address this issue as soon as possible.

Signature Gatherer: Sandie Jelinek

Date	Name	Address	Phone
2/14/26	Fleri Barredo	[redacted]	
	Pat Mullen		
	Christine Ford		
	Kaihyia Eastman		
	Matt Swick		
	Jan Farmer		
	Andy Crump		
	[illegible]		
	J Dann		
	Lois M. Miles		
	Sherry L. Dorfler		
2/14/26	Chris Hebbeler		
2/15/26	Nat Taylor		
	Danelle Cloyes		
	Kelli Conroy		
	Louise Davis		

original

Petition to City Commission

Street Repair: Amanda Court

February/March, 2026

We the residents who live on Amanda Court in Oregon City, do hereby petition the City of Oregon City to highly prioritize the resurfacing of the pavement on our street that is badly in need of repair. Our understanding of the use of funds that we are paying as a fee in our water/sewer bill is to pay for care of our streets.

This street has been severely neglected for far too many years to be ignored.

Please address this issue as soon as possible. 503-721-1241

Signature Gatherer: Sandie Jelinek

Date	Name	Addres	Phone
2/15/26	Samira Gaber	[redacted]	
	Tamarb Gaber		
	John/Morgan Fetzer		
2/15/26	Roger/Denise Rolen		
2/20/26	Kaitlyn LaKay		
2/20/26	Bruce J. Renard		

Petition to City Commission

Street Repair: Amanda Court

February/March, 2026

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This street has been severely neglected for far too many years to be ignored.

Please address this issue as soon as possible.

CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 4, 2026
From:

SUBJECT:
Item 5.a. - Downtown Courthouse Update

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND:

OPTIONS:
1. Approve Downtown Courthouse Update.
2. Approve Downtown Courthouse Update with Amendments.
3. Deny Downtown Courthouse Update and provide further direction.

BUDGET IMPACT:

Amount	$
Fiscal Year(s):	
Funding Source(s):	
Included in Approved Budget:	Yes/No

CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 4, 2026
From:

SUBJECT:
Item 5.c. - Citizen Involvement Committee Annual Report

STAFF RECOMMENDATION:
N/A

EXECUTIVE SUMMARY:
A new term of the Citizen Involvement Committee began in January 2026. Josh Kayser of the Hillendale Neighborhood Association has been elected as Chair, replacing Linda Baysinger of the Canemah Neighborhood Association who completed two terms in that role. Both will present the annual Citizen Involvement Committee update to the City Commission.

BACKGROUND:
Please see the attached report for additional details on the Citizen Involvement Committee's accomplishments from April 2025 through February 2026. Staff have also compiled data outlining the cost savings the CIC achieved this fiscal year through coordinated bulk postcard mailings; a summary of those savings is attached for reference.

OPTIONS:
N/A

BUDGET IMPACT:
N/A

To: City Commission **Agenda Date: March 4, 2026**

From: Josh Kayser, Chair & Linda Baysinger, Previous Chair - Citizens Involvement Committee

Subject: Citizens Involvement Committee Annual Report April 2025 through February 2026

Executive Summary

The primary role of the Citizen's Involvement Committee (CIC) is to facilitate two-way communication between the City and the Neighborhood Associations. This report demonstrates our progress in meeting the City Commission's Goal to increase Community Engagement.

2025 Engagement Growth

We started 2025 with 7 active Neighborhood Associations represented by 14 members. We finished the year with 9 active Neighborhoods represented by 17 active members!

Status of Remaining Neighborhoods

- Tower Vista: Currently inactive for leadership; Hillendale maintains representation for both Neighborhoods.
- Two Rivers: Holds active independent meetings but has not yet appointed CIC representatives.
- Rivercrest: Currently inactive.

Timeline of Activity (April 2025 through February 2026)

- April 2025
    - James Graham presented the Metro Enhancement Grant Program, inviting Neighborhood Associations to apply.
    - Brooke Brownlee and Alex Cousins from PGE presented their plans for increased community engagement.
    - Dayna Webb provided a Public Works projects update.
- May 2025
    - Captain Edwins and Sergeant Turpin (OCPD) provided an update on how OCPD handles homelessness response and their cleanup program.

- June 2025
    - **MILESTONE:** We welcomed the Hazel Grove / Westling Farm NA officially to the CIC!
    - Rob Schellert presented the “Second Home” program for High School students.
    - Scott Archer and Thomas Kissenger presented on the Parks Master Plan.
- July 2025
    - Jarrod Lyman provided a CIC budget update.
        - Presented a cost savings initiative to bundle postcard mailings together with other neighborhoods monthly to get the best rates.
        - In the end, this netted a total estimated savings of $4,402.94, or 22.8% from normal individual rates! (See Hannah’s Staff Report for detailed information)
    - CIC discussed participation at National Night Out
- August 2025
    - Cecily Rose provided an update on the Pioneer Community Center.
    - Juliana Allen provided an update on DOCA.
    - CIC heard from several Metro Enhancement Grant applicants who were asking for letters of support.
- September 2025
    - No meeting due to Holiday.
- October 2025
    - Josh Wheeler presented about the Ziply Fiber construction activity.
    - CIC work group on Social Media met with the Youth Advisory Commission to get their help in identifying pathways for utilizing Social Media to enhance community engagement in the Neighborhood Associations.
- November 2025
    - **MILESTONE:** We welcomed the South End NA officially to the CIC!

    - Seth Henderson from Level Development Northwest provided an update on plans for the old courthouse building development.

- December 2025
    - Moved to the Community Development Room at the Planning Building due to space constraints at the Mt. Hood Room at City Hall.
    - Juliana Allen provided an update on DOCA activities with the Well Lit Trees project, the tree lighting, and Small Business Saturday.
    - Kelly Hart introduced herself as the new Community Development Director.
    - Josh Wheeler presented required code amendments for housing developments.
    - Pat Wilson presented on behalf of Clackamas County VOAD (Voluntary Organizations Active in Disaster) and discussed the 2 Weeks Ready program.
- January 2026
    - Scott Burns spoke to us about the Missoula floods impact on the Pacific Northwest.
    - Jarrod Lyman presented the new Trail News update in lieu of postcard mailings.
- February 2026
    - Alex Toutman and Josh Wheeler presented on the ADA Transition Plan.
    - Mayor McGriff and Executive Direction Reed Wagner presented on the Willamette Falls Locks Authority.
    - CIC was notified that sound in the Community Development Room wasn't good on recording/broadcast, and we will move back to the Mt. Hood Room at City Hall with some additional microphones added by Jakob Wiley.
    - CIC had a long discussion over how the revised budget should look for the neighborhoods, and what types of expenses are reimbursable.

City of Oregon City - Citizen Involvement Committee
FY 2025-2026 Bulk Postcard Mailing Schedule and Estimated Savings
as of January 23, 2026

July 2025 Savings

Neighborhood	Meeting Date	Postcard Design Deadline	Residential Addresses	Projected Costs	Bulk Mailing Rate	Savings
Caufield	22-Jul	1-Jul	2432	$1,468.93	$1,135.74	$333.18
Gaffney Lane	15-Jul	1-Jul	1665	$1,005.66	$777.56	$228.11
McLoughlin	16-Jul	1-Jul	2023	$1,221.89	$944.74	$277.15
Two Rivers	16-Jul	1-Jul	617	$451.03	$288.14	$162.89
Total			6737	$4,147.51	$3,146.18	$1,001.33

Postcard Rates
as of October 1, 2025

Quantity	Rate
0-999	$0.748
1000-4999	$0.631
5000+	$0.494

September 2025 Savings

Neighborhood	Meeting Date	Postcard Design Deadline	Residential Addresses	Projected Costs	Bulk Mailing Rate	Savings
Canemah	18-Sep	5-Sep	195	$142.55	$91.07	$51.48
Caufield	23-Sep	5-Sep	2432	$1,468.93	$1,135.74	$333.18
Elyville	9-Sep	20-Aug	1844	$1,113.78	$861.15	$252.63
Hazel Grove - Westling Farm	11-Sep	20-Aug	1064	$642.66	$496.89	$145.77
Hillendale	7-Oct	5-Sep	1881	$1,136.12	$878.43	$257.70
McLoughlin	4-Sep	20-Aug	2023	$1,221.89	$944.74	$277.15
South End	25-Sep	20-Aug	1456	$879.42	$679.95	$199.47
Tower Vista	7-Oct	5-Sep	1215	$733.86	$567.41	$166.46
Total				$7,339.21	$5,655.37	$1,683.84

January 2026 Savings

Neighborhood	Meeting Date	Postcard Design Deadline	Residential Addresses	Projected Costs	Bulk Mailing Rate	Savings
Caufield	27-Jan	7-Jan	2432	1534.592	$1,201.41	$333.18
Gaffney Lane	20-Jan	7-Jan	1665	1050.615	$822.51	$228.11
Hillendale	6-Jan	12-Dec	1881	1186.911	$929.21	$257.70
McLoughlin	8-Jan	12-Dec	2027	1279.037	$1,001.34	$277.70
South End	22-Jan	7-Jan	1481	934.511	$731.61	$202.90
Tower Vista	6-Jan	12-Dec	1215	766.665	$600.21	$166.46
Two Rivers	28-Jan	7-Jan	617	461.516	$304.80	$156.72
Total				$7,213.85	$5,591.09	$1,622.76

October 2025 Savings

Neighborhood	Meeting Date	Postcard Design Deadline	Residential Addresses	Projected Costs	Bulk Mailing Rate	Savings
Two Rivers	22-Oct	8-Oct	617	$461.52	$389.33	$72.19
Total				$461.52	$389.33	$72.19

November 2025 Savings

Neighborhood	Meeting Date	Postcard Design Deadline	Residential Addresses	Projected Costs	Bulk Mailing Rate	Savings
Canemah	19-Nov	5-Nov	195	$145.86	$123.05	$22.82
Total				$145.86	$123.05	$22.82

***Final Bulk Postcard Mailing - End of January 2026**

Neighborhood	Meeting Date	Postcard Design Deadline	Residential Addresses	Projected Costs	Bulk Mailing Rate	Savings
Canemah	N/A	N/A	195	$145.86	$96.33	$49.53
Caufield	N/A	N/A	2432	$1,534.59	$1,201.41	$333.18
Elyville	N/A	N/A	1849	$1,166.72	$913.41	$253.31
Gaffney Lane	N/A	N/A	1665	$1,050.62	$822.51	$228.11
Hazel Grove - Westling Farm	N/A	N/A	1064	$671.38	$525.62	$145.77
Hillendale	N/A	N/A	1881	$1,186.91	$929.21	$257.70
McLoughlin	N/A	N/A	2027	$1,279.04	$1,001.34	$277.70
Park Place	N/A	N/A	1644	$1,037.36	$812.14	$225.23
Rivercrest	N/A	N/A	797	$502.91	$393.72	$109.19
South End	N/A	N/A	1481	$934.51	$731.61	$202.90
Tower Vista	N/A	N/A	1215	$766.67	$600.21	$166.46
Two Rivers	N/A	N/A	617	$461.52	$304.80	$156.72
Total				$10,738.08	$8,332.30	$2,405.78

City of Oregon City - Citizen Involvement Committee
FY 2025-2026 Bulk Postcard Mailing Schedule and Estimated Savings
as of January 23, 2026

JUL 2025 - JAN 2026 Bulk Postcard Savings Summary																
Neighborhoods	**Residential Addresses** *as of 5/28/2025*	**Residential Addresses** *as of 9/11/2025*	**Residential Addresses** *as of 12/10/2025*	**Base Cost Estimated** *(07/01/25-09/10/25)*	**Base Cost Estimated** *(09/11/25-9/30/2025)*	**Base Cost Estimated** *(10/1/2025-12/09/2025)*	**Base Cost Estimated** *as of 12/10/2025*	**JUL**	**AUG**	**"SEP1"**	**"SEP2"**	**OCT**	**NOV**	**"JAN1"**	**"JAN2"**	**Total Estimated Savings** *as of January 23, 2026*
Canemah	195	195	195	$142.55	$142.55	$145.86	$145.86				18-Sep		20-Nov			$74.30
Caufield	2432	2432	2432	$1,468.93	$1,468.93	$1,534.59	$1,534.59	22-Jul			23-Sep				27-Jan	$999.55
Elyville	1844	1845	1849	$1,113.78	$1,114.38	$1,164.20	$1,166.72			9-Sep						$252.63
Gaffney Lane	1665	1665	1665	$1,005.66	$1,005.66	$1,050.62	$1,050.62	15-Jul					18-Nov		20-Jan	$456.22
Hazel Grove - Westling Farm	1064	1064	1064	$642.66	$642.66	$671.38	$671.38			11-Sep						$145.77
Hillendale	1881	1881	1881	$1,136.12	$1,136.12	$1,186.91	$1,186.91				7-Oct			6-Jan		$515.39
McLoughlin	2023	2026	2027	$1,221.89	$1,223.70	$1,278.41	$1,279.04	16-Jul		4-Sep				8-Jan		$832.00
Park Place	1542	1745	1644	$931.37	$1,053.98	$1,101.10	$1,037.36					20-Oct				$0.00
Rivercrest	797	797	797	$582.61	$582.61	$596.16	$596.16									$0.00
South End	1456	1481	1481	$879.42	$894.52	$934.51	$934.51			25-Sep					22-Jan	$402.37
Tower Vista	1215	1215	1215	$733.86	$733.86	$766.67	$766.67				7-Oct			6-Jan		$332.91
Two Rivers	617	617	617	$451.03	$451.03	$461.52	$461.52	16-Jul				22-Oct			28-Jan	$391.80
Total Bulk order #								***6737***	***0***	***6387***	***5723***	***2261***	***1860***	***5123***	***6195***	***N/A***
Estmated Savings								***$ 1,001.33***	***$ -***	***$ 875.02***	***$ 808.82***	***$ 72.19***	***$ 22.81***	***$ 701.85***	***$ 920.90***	***$ 4,402.92***
***Postcard Design Deadline**								1-Jul	N/A	20-Aug	5-Sep	8-Oct	5-Nov	12-Dec	7-Jan	N/A
Latest Mail Arrival Date								11-Jul	N/A	29-Aug	16-Sep	17-Oct	17-Nov	26-Dec	16-Jan	N/A

*Please note the Final Bulk Postcard Mailing was not inlcuded in the Total Estimated Savings since that postcard was designed by staff and sent out on behalf of the Neighborhood Assocaitions to alert residents of the new format of the monthly Trail News.

CITY OF OREGON CITY

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

Staff Report

To:	City Commission	**Agenda Date:**	March 4, 2026
From:	James Graham, Economic Development Manager		

SUBJECT:
Item 7.a. - City's Addendum to Willamette Corridor Letter of Intent

STAFF RECOMMENDATION:
Approve the City's Addendum to the Willamette Letter of Intent

EXECUTIVE SUMMARY:
During the February 10th Work Session, the City Commission agreed with the wording of the addendum to the Willamette Corridor's Letter of Intent and concurred that it could be brought forward for consideration.

BACKGROUND:
At the October 7th Joint Work Session with the City Commission, members of the Oregon City Commission expressed concern that the Willamette Corridor project could potentially result in Oregon City tax dollars being spent on public art created in other communities. While supporting the Willamette Corridor initiative overall, the City Commission decided to add an addendum to the Letter of Intent addressing this concern. During the February 10th Work Session, the City Commission provided comments on the wording of the addendum and concurred that it could be brought forward for consideration.

OPTIONS:
1. Approve the addendum to the Willamette Cooridor's Letter of Intent.
2. Provide staff with further direction.

BUDGET IMPACT:
N/A

Reviewed at City Commission Work Session February 10, 2026
Pending Final Approval by City Commission

Letter of Intent – Willamette Corridor:
Connecting Communities Through Art
Letter Addendum

Dear Art Community Supporters of the Initiative-Willamette Corridor: Connecting Communities Through Art.

The City Commission of Oregon City is in receipt of your Letter of Intent dated April 24, 2025. The City Commission of Oregon City supports the arts; hence, the reason an arts commission was established in Oregon City. We welcome collaboration with our neighbors such as West Linn, City of Lake Oswego, and Clackamas County to enhance the cultural and economic benefits that the arts can bring to our region.

Although we support "the spirit of collaboration" as expressed in your initial letter of intent, there are some practical matters that we should adhere to. The Oregon City Commission has provided this addendum to your Letter of Intent on this subject. Specifically, we require that any funds derived from the City of Oregon City that are spent in the support of the physical creation of public art be restricted to public art erected within the municipal boundaries of the City of Oregon City. In addition, costs associated with marketing the corridor be shared in a manner that is agreed to by members of this proposed coalition.

As you probably can understand, the citizens of our respective communities support the arts with their tax dollars; therefore, it is not difficult to imagine that our citizens would expect that their locally derived taxes be spent on art located within the legal boundaries of their respective jurisdictions.

We look forward to the next steps of this project.

Sincerely,

Denyse McGriff
Mayor

cc: Tony Konkol
City Manager

West Linn Arts & Culture Commission
Arts Council of Lake Oswego
Oregon City Arts Commission
Clackamas County Arts Alliance

April 17, 2025

To: City Councils of West Linn, Lake Oswego, & Oregon City, and Board of County Commissioners

Subject: Letter of Intent – ***Willamette Corridor: Connecting Communities Through Art***

Dear City Council Members & Board of County Commissioners:

We, the Arts & Culture Commissions of West Linn, Lake Oswego, and Oregon City, are pleased to submit this Letter of Intent outlining our collective vision for an art collaboration along the Willamette River and in the areas along Highway 43 titled ***"Willamette Corridor: Connecting Communities Through Art***." This initiative represents a unique opportunity to invest our "percentage of the arts" funds and additional resources into a meaningful, collaborative effort between our three cities. Our goal is to create a cohesive series of permanent art installations in key public spaces along the highway and in the existing or soon-to-be-developed connecting paths, walkways and bikeways, uniting our communities through a shared artistic and historical narrative.

Project Vision:
Under the theme ***"Willamette Corridor: Connecting Communities Through Art,"*** this initiative will feature local artists whose work honors the rich history of our region, including Indigenous heritage and the settlers who shaped our communities. By integrating art into the public spaces along Highways 43 and 99E – including shared pathways and gathering areas - we aim to create a lasting cultural landmark that fosters community engagement and civic pride.

Stakeholder Engagement:
Initial discussions have already occurred between key stakeholders: Nicole Nathan (Executive Director, **Arts Council of Lake Oswego**), Ann Griffin (**Oregon City Arts Commission**), Julie Matthiessen & Shatrine Krake (**West Linn Arts & Culture Commission**), and Dianne Alves & Ariella-Sophie Sternberg (Executive Director & Community Outreach & Engagement Manager, **Clackamas County Arts Alliance**).

Additionally, we have received strong support from John Williams (City Manager, West Linn), Doug Erickson & Kristen Christnacht (Liaisons, West Linn Arts & Culture Commission), Megan Big John (Parks & Recreation Director, West Linn), and Chris Myers (Project Manager, West Linn Vision 43 Initiative). Moving forward, we intend to also engage

TriMet's Public Art Program and other potential partners, such as the **Willamette Falls & Landings Heritage Area Coalition** and the **Confederated Tribes of the Grand Ronde.**

Next Steps:
Upon securing support from all three city councils and the Board of County Commissioners, we plan to:

- Identify additional stakeholders and funding sources
- Determine specific locations along Highways 43 & 99E for permanent art installations
- Collaborate with artist leadership to develop a thematic framework
- Establish a long-term project timeline (estimated 3-5 years)

We believe this initiative has the potential to enrich our communities by celebrating our shared history and enhancing public spaces with meaningful, locally inspired artwork. We appreciate your review of this proposal and look forward to your support in bringing ***"Willamette Corridor: Connecting Communities Through Art"*** to life.

Sincerely,

West Linn Arts & Culture Commission
Arts Council of Lake Oswego
Oregon City Arts Commission
Clackamas County Arts Alliance

CITY OF OREGON CITY

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

Staff Report

To:	City Commission	**Agenda Date:**	March 4, 2026
From:	Patrick Foiles, Human Resources Director		

SUBJECT:
Item 7.b. - Oregon City Police Employees Association (OCPEA) Collective Bargaining Agreement for the period, July 1, 2025 – June 30, 2028

STAFF RECOMMENDATION:
Staff recommends that the City Commission ratify the proposed collective bargaining agreement between the City of Oregon City and Oregon City Police Employees Association (OCPEA) for the period July 1, 2025 – June 30, 2028.

EXECUTIVE SUMMARY:

BACKGROUND:

The parties met in nine collective bargaining sessions since February 20, 2025. We worked through many concepts within the collective bargaining agreement. In executive session, the City Commission provided staff direction including the objective of maintaining a competitive position among comparator agencies in total compensation and benefits. Following 150 days of face-to-face bargaining, the parties mutually agreed to move into mediation with a state identified mediator.

The parties met for one session of mediation on December 18, 2025. The parties met informally in small group meetings two more times after Mediation and reached tentative agreement on January 20, 2026.

The terms of attached tentative agreement were negotiated in good faith. OCPEA members ratified the agreement on February 16, 2026.

Summary of the key economic points of the collective bargaining agreement includes:

Three-year contract
July 1, 2025 – June 30, 2028

Wages
Effective July 1, 2025, Salaries cost of living adjustment (COLA) of 3.0%
Effective July 1, 2026, Salaries cost of living adjustment (COLA) of 3.0%
Effective July 1, 2027, Salaries cost of living adjustment (COLA) of 3.0%

Police Seargent – Salary scale

Added two additional steps (steps 3 and 4) each 4% above the step before. There was valid basis for market adjustments based on the compensation analysis.

Education Inventive Premium
The parties agreed to add a premium pay for sworn officers who meet eligibility:

- 1% of base pay for an Associates of Arts or Science degree from an accredited college or university.
- 2% of base pay for a Bachelor of Arts or Bachelor of Science degree from an accredited college or university.

Graveyard Shift Differential
The parties agreed to increase the shift differential for sworn personnel assigned to the graveyard shift from 1.5% to 2.0% of base wages, effective January 1, 2026.

Callback
The parties agreed to increase the guaranteed minimum hours of overtime from two (2) hours to three (3) hours when a callback happens more than an hour before or after the regularly scheduled work shift. The parties also agree to more narrowly tailer callbacks when not physically responding to an incident. For example, mere phone calls to an officer off duty are paid in ¼ hour overtime increments.

Retiree Medical
The parties agreed to cap the city's contribution for a retiree's medical premium at $1,000 per month, for future employees hired after January 1, 2027.

OPTIONS:

1. Move to ratify and authorize the City Manager to enter into the Collective Bargaining Agreement with Oregon City Police Employees Association (OCPEA).
2. Move to deny the City Manager the authorization to enter into the Collective Bargaining Agreement with Oregon City Police Employees Association (OCPEA).

BUDGET IMPACT:

Amount	Approximately $280,000, $270,000, $305,000
Fiscal Year(s):	2025-26, 2026-27, 2027-28
Funding Source(s):	General Fund
Included in Approved Budget:	Yes

AGREEMENT

BETWEEN

OREGON CITY, OREGON

AND THE

OREGON CITY POLICE EMPLOYEES' ASSOCIATION

July 1, 2025 – June 30, 2028

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ARTICLE 1 - AGREEMENT AND PURPOSE

This Agreement is entered into between the City of Oregon City, hereinafter referred to as the "City" and the Oregon City Police Employees' Association, hereinafter referred to as the “Association," for the period of execution through June 30, 2025. This Agreement shall continue in full force and effect during the period of negotiations for a successor agreement. It is the purpose of this document to set forth the full agreement between the parties.

ARTICLE 2 – RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all full-time or regular part-time employees working fifteen (15) hours or more per week for the City, excluding temporary, supervisory and confidential employees but including Police Officers, Senior Police Officers, Police Sergeants, Community Services Officers, Property Officer, Police Records Specialist, Behavioral Health Specialist, Senior Records Specialist, Parking Enforcement Officers, Municipal Court Specialist, Court Services Collections Clerk, and Code Enforcement and Code Compliance Officers (except those enforcing building, fire and other codes and regulations not ordinarily and customarily enforced by a municipal police department).

Part-time employees covered by this Agreement shall accrue seniority but such accrued seniority shall not apply except in relation to another part-time employee in the same classification.

Only regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall earn pro-rata paid time off benefits and health insurance benefits. For the purpose of accrual of all types of paid time off, eligible regular part-time employees shall accrue paid time off on a pro-rata basis, based on the number of hours in the part-time employee's regularly scheduled work week compared to a forty (40)-hour workweek.

For eligible regular part-time employees covered by this Agreement, the City will contribute a pro-rata share of the monthly premium for health and welfare benefits based on the number of hours in the part-time employee's regularly scheduled work week compared to a forty (40) hour work week. To receive this benefit a part-time employee must choose to be covered by the City's insurance under Article 14 of this Agreement.

ARTICLE 3 - EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, sex, marital status, color, religion, national origin, union affiliation, political affiliation, sexual orientation or disability ADA or other protected status in accordance with applicable law. Nothing in this Section however, shall be construed to prohibit actions taken because of bona fide job qualifications.

3.2 Association Participation. Employees covered by this Agreement have the right to form, join, and participate in the activities of the Association and there shall be no discrimination exercised against any employee because of membership in the Association or participation in Association activities.

3.3 Association Representatives. Association representatives shall be allowed reasonable time away from their duty stations without loss of pay consistent with applicable law including when attending meetings with the City for the purpose of negotiating successors to this Agreement (including mediation and interest arbitration if necessary), or relating to the processing of grievances as provided within this Agreement. Such absences shall not hamper the normal operations of the Department and the City shall not incur any liability for overtime pay under the provisions of this Article. Any concerns related to reasonable use of time for on duty Association activities will be addressed through labor management meetings. The Association's negotiating team will be not more than four (4) members, not counting legal counsel, when meeting with the City to secure Agreement renewal.

3.4 Checkoff.

A. The City agrees to deduct monthly membership dues from the pay of employees who have authorized such deductions in writing on forms provided by the Association. The Association agrees to promptly submit dues deduction authorization forms, as well as any written revocations of authorizations to deduct Association membership dues, to the City. The Association agrees to indemnify, defend and hold the City harmless against any claims made and any legal actions instituted against the City as a result of the Association's actions or failure to act under the provisions of this Article. The duty to indemnify includes payment of attorney fees and costs expended by the City in defense of such claims.

B. Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement.

3.5 Association Bulletin Board.

A. The Association shall have a general use and information bulletin board. This bulletin board will have "Oregon City Police Employees' Association" displayed on it. The general use bulletin board may contain information conveyed by letter and/or in memo format related to Association activities, meetings, endorsements or opinions about any matter related to legitimate concerns of Association members. However, campaign materials shall be restricted to the OCPEA's bulletin boards. The City may assume any item placed on the Association bulletin board has received approval to be posted from a member of the Association's E-Board.

ARTICLE 4 – SECURITY

4.1 No Strike.

A. The Association will not initiate and bargaining unit employee(s) will not participate or engage in any strike, slowdown or any other form of interruption of work during the term of this Agreement or in any interim period between the expiration of this Agreement and the signing of a subsequent Agreement.

Should a strike or other interruption of work occur, the City shall notify the Association of the existence of such activity and request advice from the Association as to whether the activity has been authorized. The Association, immediately thereafter, shall respond to the City's request in writing. Upon receiving a notice of a strike or other interruption of work which is has not authorized, the Association will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Association takes such action, it shall not be held liable by the City for unauthorized activity of the employees involved.

B. In the event employees participate in a strike or other interruption of work in violation of this Article, the participating employee(s) shall be subject to selective disciplinary action which may include discharge.

C. It is understood that striking employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

4.2 No Lockout. The City will not lockout any employees covered by this Agreement provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations. If the City is able to continue its operations, employees not participating in the labor dispute shall be guaranteed work.

ARTICLE 5 - MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the customary functions of management, including, but not limited to, directing the activities of the Department, determining the levels of service and methods of operation, including subcontracting, and the introduction of new equipment; the right to hire, lay off, transfer and promote; to discipline and discharge its regular employees for just cause and probationary employees "at will"; to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. The exercise of these rights shall be subject to the requirements of PECBA. The City will consult with the Association in adopting employee evaluation procedure.

ARTICLE 6 - PROBATIONARY PERIOD

6.1 New Hires. Except as set forth in Article 6.4, sworn employees with less than eighteen (18) months continuous service shall be on probation and non-sworn employees with less than twelve (12) months continuous service shall be on probation and shall not be considered regular employees. Without limitation of other rights enjoyed by all employees under this Agreement, prior to completion of the probationary period employee may be discharged at will without recourse of the grievance procedure. Documentation of probationary performance shall not constitute "discipline" under the discipline article of this Agreement.

6.2 Promoted Employees. Employees promoted to a new classification within the unit shall be subject to a twelve (12) month probationary period. Promoted employees not successfully completing their probationary period shall be reinstated in their previous classification, without grievance.

6.3 Extensions of Probation. The probationary period may be extended by mutual agreement of the City and the Association, and may be extended for any time the employee is on unpaid leave of absence including workers' compensation, except as required by USERRA.

The probationary period is intended as a period of time to evaluate employees. The City and the Association agree that an employee's probationary period may be extended by the same amount of time as an employee's absence from work, in excess of fourteen (14) consecutive days, during the employee's probationary observation period, in order to have the employee complete the entire probationary observation period. Employees and the Association President or designee will be notified in writing of appointment to regular status, extension of probation or termination prior to the completion of an employee's probationary period.

6.4 Lateral Hires.

A. Lateral Sworn Police Officer, including Sergeants, is defined based on total years of previous service as a full-time sworn Police Officer, who is currently Oregon DPSST certified at another (or other) Law Enforcement Agency (or Agencies) inclusive of any time previously served at the Oregon City Police Department or based on having at least two (2) consecutive years of experience and certification in an equivalent out-of-state agency, as determined by the City. A lateral police officer also includes a candidate who recently retired or separated in good standing from another Oregon law enforcement agency from the date of application and who can reinstate their DPSST basic certification without attending the Basic Training Academy, consistent with DPSST rules and regulations. The City evaluates lateral candidates based on years of service, state certification, background investigation, and experience.

B. For non-sworn classifications, a new lateral hire, as determined by the City, may

be placed at a higher step on the scale based on years of prior law enforcement experience directly related to the classification to be filled.

C. The probationary period for a newly hired lateral employee shall be twelve (12) months from the date of hire.

D. Lateral Sworn Officers shall be placed on Oregon City Police Department pay step which is equal to the new employee's years of service as a DPSST certified and sworn officer in Oregon or based on years of experience, certification and qualification in an equivalent out of state agency as determined by the City.

E. A newly hired lateral sworn Officer will be credited eighty (80) hours of sick leave.

F. A newly hired lateral sworn Officer shall receive eighty (80) hours vacation leave upon successful completion of FTO/FTEP training.

G. A newly hired lateral employee shall be subject to the other terms of this Agreement.

H. For any classification within the bargaining unit, a newly hired employee shall accrue vacation benefits under Article 10.2 of this Agreement based on the total service as set forth in Section 6.4 D above, not to exceed the accruals associated with the ten (10) year tier in the vacation article. Once placed at the ten (10) year vacation tier, employees will advance to the next vacation tier based on years of service as if the employee started with ten (10) years of service.

I. Defining the terms of recruitment, selection and minimum qualifications of a newly hired lateral employee is within the City's discretion.

ARTICLE 7 – SENIORITY

7.1 Defined Accrual. Bargaining unit seniority is defined as an employee's length of continuous service in a bargaining unit position, since their last date of employment. Classification Seniority is defined as an employee's length of continuous service in a job classification listed in Appendix A. In the event two (2) or more employees are hired in the same job classification on the same date, the filing date of their original employment application shall determine their seniority. Continuous service shall be service unbroken by separation from the City as set forth in Article 7.2, below. Time spent on military leave, FMLA/OFLA leave, federal and state protected status leave or other authorized, paid or unpaid leave shall be included as continuous service. An employee shall not accrue seniority when on unpaid leave of absence exceeding one (1) month, except as required by state and/or federal law.

7.2 Loss of Seniority. An employee shall lose all seniority, and the employment relationship will be separated, if any of the following events occur:

A. Voluntary resignation or retirement;

B. Discharge of a regular employee for just cause or discharge of a probationary employee at will;

C. Layoff for more than twenty-four (24) consecutive months;

D. Failure to notify the City of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the City within ten (10) days of receipt or fifteen (15) days of mailing, whichever is greater;

E. Failure to report for work promptly upon expiration of an authorized leave of absence;

F. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or

G. Failure to return from military leave in accordance with applicable law.

However, where a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost.

7.3 Promotions out of the Bargaining Unit. Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City within twelve (12) months of the date of promotion will return with the seniority they had accrued at the time of their promotion restored. The time an employee spends in the non-bargaining unit position will not however, be applied toward their seniority.

7.4 Scheduling. Provided the employee is otherwise qualified, the Chief shall give consideration to seniority in scheduling days off, annual vacation leave and holiday compensatory time off.

A. Each year a list of employees, listed by classification and seniority within classification, (except employees on probation) will be posted by January 15. Each employee, except probationary employees, will be required to sign up for the shift of their choice for each six (6)-month period of the twelve (12)-month schedule, by seniority within the employee's classification.

The senior Dog Handler, as defined by the continuous service of the Dog, shall have the option to reserve one (1) shift (Day Shift, Swing Shift, or Graveyard Shift), for one (1) shift rotation (Summer or Winter rotations), during the calendar year. The other Dog Handler must then choose one (1) of the two (2) other open shifts. After the senior Dog Handler has reserved one (1) shift, the other Dog Handler may reserve a shift from the other shift rotations.

B. Supervisors shall list the days off for positions allocated to the supervisors' respective shifts by January 23. Days off will be scheduled by the supervisors to meet the obligated and unobligated staffing requirements of the department. Final approval rests with the Chief of Police.

C. The sign-up will continue by January 30 and the most senior employees (one-third (1/3)) must sign-up by February 7. The next most senior employees (one-third (1/3)) must sign up by February 15, and the junior employees (one-third (1/3)) must sign up by February 23. Any employee failing to sign up for the shifts of their choice will be assigned a shift by the City.

D. Shift length shall be approximately six (6) months with rotations in March and September, with rotations on approximately the same dates as is the current practice.

E. Each employee by seniority shall work at least two (2) different shifts (day, swing, graveyard) during the course of a twenty-four (24)-month period. If this creates a conflict the next senior employee shall be bumped, unless that creates a conflict, in which case the bump shall be to the next senior employee. The requirement that each employee shall work two (2) different shifts in the course of the twenty-four (24)-month period may be waived by the approval of the Chief of Police in cases of personal hardship, personnel situations, or where employees have agreed to trade shifts. The first twenty-four (24)-month period begins March 2008, and extends until March 2010.

F. The requirement that each employee shall work two (2) different shifts (day, swing, graveyard) in the course of a twenty-four (24)-month period, shall not apply to new employees or employees who are assigned to patrol from Detective or School Resource Officer assignments, for the remainder of the twenty-four (24)-month period in which they were hired or reassigned.

G. Probationary employees shall be assigned to the shift their individual Field Training Officer (FTO) selects. Upon release from the FTO, the probationary employee shall be assigned a shift by the Chief of Police for the balance of the twelve (12)-month sign-up.

H. Final approval of the shift schedule and assigned days off for all personnel shall rest with the Chief.

I. The final schedule for the following twelve (12)-month sign-up will be posted not later than March 3.

7.5 Layoff. Layoff, bumping and recall shall be based upon seniority as provided in Article 18.

ARTICLE 8 – SALARIES

8.1 Salary Schedules. Employees covered by this Agreement shall be paid base wages in accordance with the Salary Schedules shown in Appendix A to this Agreement:

Effective and retroactive to July 1, 2025, employee base wages, as shown in Appendix A, will be increased by three percent (3%).

Effective July 1, 2026, employee base wages, as shown in Appendix A, will be increased by three percent (3%).

Effective July 1, 2027, employee base wages, as shown in Appendix A, will be increased by three percent (3%).

8.2 Sergeant Scales. The Sergeant salary schedule will consist of three (3) steps as follows:

A. **Sergeant Step 1** will be computed to be ten percent (10%) above the top step police officer base wage.

B. **Sergeant Step 2** will be computed to be four percent (4%) above Sergeant Step 1 and will be attained on the eighteen (18) month anniversary of service as a sergeant.

C. **Sergeant Step 3** will be computed to be four percent (4%) above Sergeant Step 2 and will be attained on the thirty-six (36) month anniversary of service as a sergeant.

D. **Sergeant Step 4** will be computed to be four percent (4%) above Sergeant Step 3 and will be attained on the 54th month anniversary of service as a Sergeant.

E. Effective July 1, 2026, **Sergeant Step 5** will be computed to be four percent (4%) above Sergeant Step 4 and will be attained on the 72nd month anniversary of service as a Sergeant.

8.3 Non-Sworn Longevity. Employees covered by this Agreement, except Sergeants, Senior Police Officers and Police Officers, shall receive longevity pay for continuous service with the City according to the following schedule:

5 years continuous service	1 percent (1%)
10 years continuous service	2 percent (2%)
15 years continuous service	3 percent (3%)
20 years continuous service	4 percent (4%)
25 years continuous service	5 percent (5%)

Continuous service shall be lost if any of the events listed in Article 7.2 occur. If an employee who suffers a loss of continuous service is subsequently rehired, continuous service shall begin on the date of rehire. However, when a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost. Longevity pay shall be paid in addition to regular compensation.

8.4 Sworn Officer Longevity.

For sworn law enforcement officers with 120 months (10 years) of continuous service with the police department will receive longevity pay in the amount of two percent (2%) of base pay monthly.

Sworn law enforcement officers with 180 months (15 years) of continuous service with the police department will receive a total longevity pay in the amount of three percent (3%) of base pay monthly.

Continuous service shall be lost if any of the events listed in Article 7.2 occur. If an employee who suffers a loss of continuous service is subsequently rehired, continuous service shall begin on the date of rehire. However, when a discharged employee is subsequently reinstated, no seniority, including that which would have been accrued but for the discharge, shall be lost. Longevity pay shall be paid in addition to regular compensation.

Longevity incentive tiers are not cumulative.

8.5 Working Out of Class Pay.

A. **Officers Working as Shift Supervisors.** An Officer shall be assigned to be in charge of a shift when a Sergeant or Senior Police Officer is absent from a shift. The Officer assigned to be in charge of the shift will be paid seven and one-half percent (7.5%) above the Officer's regular rate of pay when assigned for the hours performed.

B. **Other Employees.** Other employees who are assigned to work in a higher classification shall be paid seven and one-half percent (7.5%) above their regular rate of pay when assigned for the hours performed.

8.6 On Call/Pager Differential. All sworn personnel assigned to the classification of Behavioral Health Specialist will be required to be on call on weekends and shall receive an additional five percent (5%) of base salary. On-call periods will rotate between employees, and

management retains the right to not assign on-call periods and have other employees or agencies cover the on-call need.

8.7 Certification Premium. Sergeants, Senior Police Officers and Police Officers shall receive additional compensation for professional certification received through the State of Oregon Department of Public Safety Standards and Training. This compensation shall be five percent (5%) of base salary for an intermediate certificate and ten percent (10%) of base salary for an advanced certificate. Intermediate and Advanced compensation is not cumulative.

8.8 Education Incentive Premium.

A sworn law enforcement Police Officer or Sergeant who possesses an Associates of Arts or Science degree from an accredited college or university will receive an incentive of 1% of their base hourly rate for all hours paid per pay period.

A sworn law enforcement Police Officer or Sergeant who possesses a Bachelor of Arts or Bachelor of Science degree from an accredited college or university will receive an incentive of 2% of their base hourly rate for all hours paid per pay period.

The education premium is effective the month following verification of degree by the Department. This premium is not cumulative and is only paid for one degree.

Education pay is retroactive to January 1, 2026 for those qualified employees who report an existing degree by March 20, 2026.

8.9 Notification of Disapproval of Time. An employee shall be promptly notified in writing of any change in the time report or time sheet which constitutes a denial or reduction of compensation.

8.10 Section 125 Plan. The City shall maintain a Section 125, IRS pre-tax program.

8.11 FTEP Premium. Officers shall be paid a premium of seven percent (7%) of base salary when assigned as an FTO and working with an officer in training.

A non-sworn bargaining unit employee assigned to training a non-sworn probationary employee using the FTEP program shall be paid a premium of five percent (5%) of their base hourly rate for the hours assigned when training a probationary employee.

The City retains the right to establish training standards and may elect to use or discontinue to use the FTEP program for non-sworn probationary employee training at its discretion.

8.12 Records Shift Differential Pay. Non-sworn employees will bid for shifts in accordance with the provisions of Article 7. If a non-sworn employee works a regularly scheduled shift which extends beyond 1830 hours (6:30 p.m.), the City will pay a shift differential for all hours worked

on the shift equal to one and one-half percent (1.5%) of the nonsworn employee's regular rate of pay.

8.13 Graveyard Shift Differential for Sworn Personnel. Sworn personnel assigned to graveyard shift will receive a differential of one and one-half percent (1.5%) of their base hourly rate for their regularly scheduled graveyard shift hours (40 hours per week). The differential will also be paid on any paid leave. Effective and retroactive to January 1, 2026, the differential will change from one and one-half percent (1.5%) to two percent (2.0%).

8.14 Bilingual Premium. Employees fluent in Spanish, Russian or American Sign Language shall be paid an additional three percent (3%) of base salary. The City shall establish a process for testing and standard in fluency; arranging for testing to determine qualification for this incentive and arranging demonstration fluency is the employee' s responsibility. This premium is not cumulative.

8.15 Canine Premium. Dogmaster and Dog Handler canine training activities shall be conducted on-duty. Dogmasters and Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet, Employees who serve as Dogmasters or Dog Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal as a family pet, absent routine care for the animal as noted below.

Routine Care: Officers assigned to the K-9 program are responsible for the routine care of the animal. The parties have evaluated the time needed for routine care and have determined that thirty (30) minutes per day is reasonable and sufficient to meet those responsibilities. The canine employee may be assigned to be off duty with pay for the equivalent of 3.5 hours per regular work week or be assigned to work a full shift for the work week and receive overtime compensation for routine care up to 3.5 hours per week for routine care of the animal.

The City has sole discretion in the selection of canine handlers. The term of assignment is generally the working life of the canine. The City will supply the canine food and medical costs and will supply a secure kennel at the employee's residence.

The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

8.16 Motorcycle Assignment. Officers assigned as a Motor Officer will receive an additional five percent (5%) of their base wage hourly assigned as a Motor Officer. The term of assignment is generally three (3) years. Assignment can be modified or changed by the Police Chief for operational needs.

8.17 SRO Premium. SROs shall conduct follow-up and closure investigative work involving school and student related cases, and may be assigned DHS cases, crimes against children and

other youth related matters. While assigned and performing in capacity as an SRO, SROs shall be paid a premium of ten percent (10%) of their base pay per month while assigned to work a 5/8 schedule, and five percent (5%) while assigned to work a 4/10 schedule. The term of assignment is generally three (3) years. Assignment can be modified or changed by the Police Chief for operational needs.

8.18 SWAT Premium. Employees assigned to SWAT or CNT Teams will receive a premium of five percent (5%) for all hours while engaged in such Team duties. The City reserves the right to withdraw the City and assignment from either team at its discretion without further bargaining obligations. The term of assignment is generally five (5) years. Assignment can be modified or changed by the Police Chief for operational needs.

8.19 Detective. Employees assigned to Detective will receive a premium of five percent (5%) during the period of assignment. While assigned, the employee is subject to being on-call outside of regularly scheduled hours. On-call periods will rotate between Detectives; however, management retains the right to not assign on-call periods and at the sole discretion of the Chief. Detective assignment is generally three (3) to five (5) years, however the length of any such assignment at the sole discretion of the Chief. *(contract note: Due to prior commitments, employees Brandt Wadsworth and Cynthia Gates are grandfathered as Detectives until a break in service.)*

8.20 As part of each employee's compensation, the parties acknowledge the City may, at its discretion, provide de minimis fringe food and beverages for work related functions and for work purposes without further bargaining obligation.

ARTICLE 9 - HOURS AND OVERTIME

9.1 Workweek. Except as set forth in Section D below, the workweek shall consist of a seven (7) day work schedule beginning at 12:01 a.m. Sunday and continuing until midnight the following Saturday, and the normal workweek for employees covered by this Agreement shall consist of:

A. Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off; or

B. Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.

C. Court employees shall work 9-80 work schedule consisting of one week of four (4) nine (9) hour days and one (1) eight (8) hour day served consecutively followed by two (2) consecutive days off and the other week consisting of four (4) nine (9) hour days, served consecutively followed by three (3) days off. For employees working a 9-80 schedule, the workweek shall begin mid-way through the eight (8) hour workday. Records Division employees may also be assigned by the City to work the 9-80 work schedule. The Chief may make a written decision justifying the return of the Records Division employees

from a 5-8 workweek to a 9-80 work schedule prior to concluding ORS 243.698 bargaining. Such written decision by the Chief will be provided to the Association at least ten (10) calendar days before the Chief implements the return to a 5-8 work week schedule for records employees. In the event the City determines that the 9-80 schedule is not meeting operational needs, court employee's work schedules may be changed to a five (5) eight (8) hour schedule with thirty (30) days' written notice.

D. Newly hired employees who are attending the Academy to obtain basic certification will be assigned to training schedules and hours established by DPSST. During the period an employee is undergoing training at the Academy, their regular work schedule shall be forty (40) hours per workweek. Only time spent in training in excess of forty (40) hours in a workweek, exclusive of meal periods, shall be compensated at one and a half (1 ½) times the employee's regular wage.

9.2 Workday. The workday is a consecutive eight (8) hour day, consecutive nine (9)-hour day or a consecutive ten (10)-hour day, day, with interruptions for rest and meal periods each consecutive workday shall have the same start/stop time as every other day in the workweek. A workday is the day an employee's regularly scheduled work day and shift starts. The Chief may approve a schedule exception based on unforeseen operational needs.

9.3 Other Shift Schedules. The City and the Association may agree to any other shift schedule.

9.4 Rest and Meal Periods. Except in case of emergency, each employee shall have a thirty (30) minute meal break and two fifteen (15)-minute paid rest periods within each workday. Meal breaks for sworn officers assigned to the patrol and detective divisions shall be paid. Meal breaks for all other employees shall be unpaid. At the discretion of the Chief, a non-sworn employee may be assigned to a paid lunch period for a duration as determined by the Chief, without further bargaining obligation or grievance.

9.5 Overtime Opportunities.

A. Any work performed in excess of the regularly scheduled shift constitutes overtime and will be paid at one and one-half (1 -1/2) the employee's regular rate of pay.

B. The City shall have the right to assign overtime work as deemed necessary for the efficient operation of the Department. The City shall assign work on a voluntary basis prior to resorting to mandatory overtime and the following principles will be followed when assigning overtime work:

1. Where two (2) or more on-duty employees are known to be willing to work overtime, overtime work of the same nature arising on that shift will be assigned on a seniority basis.

2. Where the City needs to call persons in early who are scheduled to work the next shift, the City will seek to evenly distribute the overtime.

3. The City will provide an overtime assignment form which will reflect the names of employees who have worked overtime past their regular shift or have been called in early to work overtime, whether the overtime was voluntary or mandatory. This form will be used to assist in determining fairness in overtime assignments.

4. Overtime details that are known to the City seven (7) calendar days or more prior to the overtime detail will be offered to available off-duty employees on a seniority basis. However, an employee may not use their seniority to sign up for more than two (2) overtime shifts per each type of overtime detail. Overtime details not filled by seniority may be filled voluntarily or assigned if not voluntarily filled seventy-two (72) hours prior to the overtime detail in order to distribute overtime as evenly and equitably as possible.

5. The voluntary overtime sign-up sheet will contain instructions on how employees will sign up for the voluntary overtime.

6. Unfilled voluntary overtime may be assigned to on-duty employees using the City overtime form (Section 3). Except in cases of emergency, the employee will not be required to work more than fourteen (14) hours in a twenty-four (24)-hour period. Upon mutual agreement of the City and the employee, the employee may be allowed to work in excess of fourteen (14) hours, however, employees will be allowed at least eight (8) hours between work assignments.

7. Except in the case of an emergency, employees who are off on vacation, sick leave, holidays or compensatory time, or on regular days off in conjunction with vacation, holiday and compensatory time will not be called back to work overtime.

8. The provisions and limitations of sections 6 and 7 will not apply to employees working in their official capacity in circumstances beyond the control of the City, including mandated testimony in judicial or administrative proceedings.

9. In the Department "future overtime log" only police officers may sign up for overtime opportunities to fill in for officers; only sergeants or OICs may sign up for overtime opportunities to fill in for sergeants; provided however that any police officer or sergeant may volunteer to work any overtime opportunity within the seventy-two (72) hours immediately preceding a vacancy on a first come-first-served/assigned basis. Only officers qualified to act as Sergeant or OIC may fill a Sergeant vacancy.

9.6 Overtime Rounding and Compounding. Overtime shall be calculated in increments of fifteen (15) minutes.

For the purpose of computing overtime compensation, paid time off shall be considered hours worked.

9.7 Compensatory Time. The Chief may authorize compensatory time in lieu of overtime pay. Compensatory time shall be earned at one and one-half (1-1/2) times the overtime hours worked. If the Chief of Police elects not to grant a compensatory time off request due to operational needs or to avoid overtime expense, the employee may elect to receive payment for the compensatory time requested within ten (10) days.

Employees who are separated from employment with the City shall be paid for their compensatory time at their final regular rate.

9.8 Callback. Employees who are called to return to work, including court appearances, more than one (1) hour before a regularly scheduled shift or more than one (1) hour after completing their regularly scheduled work shift on a regularly scheduled workday shall be guaranteed a minimum of three (3) hours of overtime pay.

If an employee is contacted by means of a phone call off duty and required to engage in work duties without needing to respond to the Police Department or for an off-site incident and can work remotely from home or other off duty location, the employee will be paid overtime for the actual time worked to the next nearest one-quarter (¼) hour. Phone calls to an officer for the purpose of asking the officer if they are available to perform extra work or for matters that are de minimis in time are not compensable. De minimis is generally for calls of less than five (5) minutes. Employees will log their activities and time for remote work.

Employees who are called to return to work, including court appearances, on their regularly scheduled day off, previously scheduled vacation day, holiday day off or compensatory day off shall be guaranteed a minimum of four (4) hours of overtime pay. In the event that an employee is called in on their day off for two (2) separate incidents, the second obligation will trigger a minimum four (4) hours of overtime pay, beginning at the time of the second obligation. An additional overtime callback will be paid beginning at the time of the first obligation, running until the beginning of the second obligation. Example: An employee has two (2) grand-jury subpoenas, beginning at 9:30 am, and noon. For the noon subpoena, the employee would be paid a four (4) hour callback. For the 9:30 am, subpoena, the employee would be paid an additional two and one-half (2½) hours of overtime; for a total of six and one-half (6½) hours of overtime.

This Section shall not apply to early call-in of less than two (2) hours preceding the start of a regular shift when the call-in is for training or for an assignment which is undertaken on a voluntary basis (i.e., Safety Committee, Reserve Coordinator).

9.9 Schedule Changes. Work schedules shall be posted on the Department bulletin board/electronically. Except for emergencies, any changes in work schedules shall be posted a minimum of seven (7) days prior to the effective date of the change. However, the Chief or his designee may reassign employees to a different shift temporarily for good cause. Such reassignments shall not be grievable, but employees shall receive at least seven (7) days' written notice prior to reassignment~~s~~, unless precluded by an emergency. Schedule changes approved for the convenience of the employee, by mutual agreement, or for abnormal operational needs, shall not be subject to the notification requirements. An assignment in violation of this Article's written notice requirement will be paid at the overtime rate for the portion of the notice period which is less than seven (7) days.

ARTICLE 10 – VACATION

10.1 Years of Employment Defined. Years of employment shall be years of continuous, service from last date of hire without a break in seniority as set forth in Article 7.2, except as defined for lateral hires.

10.2 Accrual. Full-time employees shall accrue vacation leave at the rates shown below.

Years of Employment	Per Month	Approximate Days/Year
0-3 years	8.15 hours	12.23
4-6 years	10.05 hours	15.08
7-9 years	11.44 hours	17.16
10-14 years	13.35 hours	20.03
15-19 years	14.73 hours	22.10
20-24 years	16.81 hours	25.22
25- years	20.11 hours	30.17

Part-time employees accrue prorated vacation benefits based on FTE.

10.3 Ineligibility for Vacation. Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

10.4 Accrual Balance Statement. Vacation time shall be accumulated to a maximum of three hundred twenty (320) hours.) The City shall provide each employee with a monthly statement showing the vacation leave balance.

The vacation accrual cap shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

Employees shall have the option to be compensated up to forty (40) hours of earned vacation once per year in the month of November. Vacation cash outs will be valued at the employee's rate of pay as of November 1st. Employee cash out requests shall be submitted not later than October 10th and will be paid in the November payroll. Hours applied will reduce the employee's vacation balance available as of November 1.

10.5 Vacation Bidding and Time Off. Members will be allowed to select two (2) vacation periods on the basis of seniority during the annual shift bid. Each vacation period must be a minimum duration of one (1) day and a maximum duration of one (1) week (40 hours). These vacation periods may be consecutive. Vacation time will be scheduled by the City with due consideration being given to requests from members which will be determined among members of equal rank by seniority; provided, however, that each member will be permitted to exercise the right of seniority only once each year.

All other time off requests will be reviewed on a first-come, first-serve basis. Requests to use vacation, compensatory time, or holiday leave on a first-come, first-serve basis will not be denied on the basis of minimum staffing, provided that the request is submitted at least seventy-two (72) hours before the requested time off and no other employee has requested vacation, compensatory time or holiday leave.

ARTICLE 11 – HOLIDAYS

11.1 Holiday Accrual. Full-time employees shall receive 104 hours of holiday leave in lieu of holidays listed below (accrued at the rate of eight (8) hours for each holiday listed below, (thirteen (13) holidays @ eight (8) hours each). These holiday leave hours shall not accrue until the date of the holiday listed below and cannot be taken until on or after the holiday normally falls in the calendar year. Holiday hours shall not accrue in excess of one hundred twenty (120) hours.

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Floating Holiday in lieu of	Lincoln's Birthday
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Floating Holiday in lieu of	Christmas Eve December 24th
Christmas Day	December 25th

Part-time employees will receive prorated holiday leave based on FTE.

Holiday hours are floating holidays and may be taken as such; provided, however, that the City may require sworn and non-sworn office personnel who are not assigned to patrol to take holiday time off on the date the holiday is observed.

11.2 Payment for Holiday Balance at Termination. Employees shall be compensated for accrued but unused floating holidays at termination or other separation of employment at the employee's final hourly rate.

11.3 Day Observed. When one of the above holidays falls on a Saturday, the previous Friday shall be observed as the holiday; when one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

11.4 Holiday Premium Pay. All employees who are assigned to patrol and who are mandatoried by their supervisor to work shifts starting on July 4, Thanksgiving Day or Christmas Day will receive time and one-half compensation in addition to their straight-time

compensation (double time and one-half (2½)) for their entire shift, irrespective of whether their shift extends outside those holidays. Employees whose shifts extend into July 4, Thanksgiving Day or Christmas day will not be eligible for double time and one-half (2½) for work performed on those holidays, unless they are mandatoried by their supervisor. Any voluntary work performed on July 4, Thanksgiving Day or Christmas Day will be paid at the standard time and one-half (1½) rate.

All employees who are mandatoried (does not include regularly scheduled patrol) to work on other recognized holidays shall receive time and one-half (1½) compensation for work performed on those holidays. Holiday premiums shall not be paid on Lincoln's Birthday, the day after Thanksgiving, or Christmas Eve, which are either taken off as a Floating Holiday or are considered a normal operational work day for all employees. Any volunteer work performed on these holidays will be paid at the employee's standard rate of pay.

Sworn employees assigned to patrol whose normal workday would fall on a recognized holiday shall not be required to take the day off. For purposes of this Section "assigned to patrol" means only Officers and Sergeants directly assigned to patrol duties and does not include employees assigned to specialty assignments, such as SRO, Traffic, etc.

11.5 Differentials for Varying Workdays. Any employee who works other than a 5/8 schedule must use vacation or compensatory time to make up the differential between holiday pay and the pay received for their regular workday.

11.6 Accrual Reports. The City shall maintain a system to provide each employee with a monthly statement showing all employee leave balances (including Holiday leave).

The holiday accrual cap of one hundred twenty (120) hours shall be assessed and applied by the City each year at the February pay period. "Assessed and applied" means that any accruals in excess of the cap amount shall be forfeited and the balance at the February pay period shall not be in excess of the cap amount.

ARTICLE 12 - SICK LEAVE

12.1 Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of ten (10) hours per month. There is no maximum on the number of sick leave hours that may be accrued. Newly hired employees shall accrue sick leave from the beginning date of employment, but shall not be eligible to use sick leave during the first month of employment except as allowed by state or federal law.

12.2 Use of Sick Leave. Employees may utilize their accumulated sick leave for any of the following reasons:

A. When they are unable to perform their duties due to an off-the-job illness or

injury, pregnancy, medical or dental care or exposure to a contagious disease;

B. For use for family members subject to applicable law. (for example: FMLA / OFLA / PLO / Oregon Sick Leave, etc)

C. When a minor child, dependent or employee is a victim of domestic violence, harassment, sexual assault or stalking to seek legal assistance, obtain medical treatment, relocate or engage in other activities as required by ORS 659A.272;

D. When the employee's place of business is closed, or the employee's child's school or place of care is closed by order of a public official due to a public health emergency;

E. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member; If the Company is required by law to exclude the employee from work for health reasons; or bereavement.

G. For any purpose allowed by the Oregon Sick Leave Law and OFLA and FMLA, including bereavement leave of up to eighty (80) hours unpaid leave to grieve, attend the funerals/bereavement events or make funeral arrangements for the loss of an immediate family member, provided the leave is taken within sixty (60) days of notice of death.

H. For the birth, adoption or foster care placement of a child, consistent with applicable law.

I. To supplement workers' compensation time loss benefits in accordance with Article 14.7 of this Agreement.

J. or for other purposes as required by applicable law.

Employees may elect to substitute vacation leave, holiday leave or compensatory time for sick leave.

In no event shall sick leave be used to extend a vacation period. Intentional abuse of sick leave is cause for discipline, which may include discharge.

The City may direct the use of sick leave where the City has a reasonable basis to conclude, based on medical opinion/certification, that an employee is unable to work due to an illness or a health condition which is not as a result of an employee's employment with the City. The City may require an employee to undergo a medical evaluation at City expense when it has a good faith concern that the employee cannot perform the essential

duties of their job or would pose a direct threat to their safety or the safety of another if allowed to continue working.

12.3 Reporting Absence. Employees who are ill or injured and unable to report to work shall make a reasonable effort to notify their immediate supervisor prior to their reporting time. In case of a continuing illness, employees shall keep their immediate supervisor advised of the employee's inability to report to work. When the need to utilize leave is foreseeable, the employee shall notify the City of the need for the leave ten (10) calendar days prior to the date the leave will begin or as soon as practicable. Employees must make a reasonable effort to schedule foreseeable leave in a manner that is not unduly disruptive to operations. The City may discipline an employee for failing to provide proper notice or for failing to make a reasonable effort to schedule leave in a manner that is not unduly disruptive to operations.

12.4 Substantiation. The City may require a health care provider (HCP) certification to substantiate that an illness or injury was for an allowable sick leave purpose, consistent with applicable law. Such certification include~~s~~ documentation signed by a HCP or documentation supporting the use of sick leave for domestic violence, harassment, sexual assault stalking or other reasons listed in Article 12.2 above, consistent with applicable law. When sick leave is used for family leave purposes, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's HCP complete a HCP certification form to support the use of family leave and to obtain second and/or third opinion as provided by law. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the City shall bear the cost of the required certifications. An employee may be required to provide a fitness for duty certification before returning from family leave.

12.5 Sick Leave Fold-In on Retirement. Accrued sick leave shall be applied to retirement or disability benefits through the Public Employees Retirement System as outlined in ORS Chapter 238 and the administrative rules and regulations of the Public Employees Retirement System for the purpose of increasing retirement benefits for those employees who are eligible.

12.6 Medical and Dental Appointments. Paid time off for routine and pre-scheduled medical and dental appointments shall be granted to employees without deductions from their sick leave for an absence of up to two (2) hours. Any absence of more than two (2) hours shall be deducted from the employee's sick leave, unless the employee elects a deduction from vacation, holiday or compensatory leave accounts. It is the responsibility of the employee to make every effort to schedule appointments during off-duty hours. When employees' work schedules are such that they cannot schedule such appointments before or after work, the employee is to schedule such appointments so as to minimize interference with their work schedule.

For the purpose of this Article "immediate family" shall include: an eligible employee's grandparent; grandchild; spouse; Oregon-registered domestic partner; the domestic partner's child or parent; biological, adoptive, foster or stepchild; parent-in-law; biological, adoptive or

foster parent and a person with whom the employee was or is in a relationship of in loco parentis, and/or as expanded by applicable law.

12.7 Sick Leave Incentive. Excluding the first forty (40) hours of protected leave (ie: Oregon Sick Leave/PLO/OFLA/FMLA, etc.) in the payroll calendar year, any employee who uses ten (10) hours or less of unprotected leave in the payroll calendar year will be granted twenty (20) hours off to be scheduled off in the manner of compensatory time or vacation. The twenty (20) hours must be taken during the payroll calendar year of the following year or forfeited.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Leaves of Absence Without Pay. An employee may be granted a leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and that the work of the Department will not create an undue burden upon the City by the temporary absence of the employee. The City may interrupt or terminate such leave by thirty (30) days written notice certified mail to the address given by the employee on his or her written application for such leave. Upon receipt of notification that the City desires the employee to return to work, the employee shall return to work within (10) days or be subject to discipline.

Such leave shall not be approved for the purpose of accepting employment with another employer or engaging in self-employment. Employees who violate this condition or other terms of their application for unpaid leave will be subject to discipline, including discharge.

Employees on leave of absence without pay shall not accrue vacation or sick leave and may be required to reimburse the City for insurance premiums. If the City does not require an employee to reimburse insurance premiums, such action will not be deemed a binding precedent and the Association will not maintain that such action establishes a past practice. Employee seniority will continue to accrue during the period of an authorized unpaid leave of absence.

13.2 Military Leave. Military leave shall be granted in accordance with Oregon and federal law. The twenty-one (21) days referred to in ORS 408.290 shall be applied to the first twenty-one (21) days of absence from work occasioned by a service member's military duty and training in each calendar year or as otherwise required by law.

Employees may donate vacations, holiday and compensatory time to an employee who is ordered to active duty in the Armed Forces of the United States by order of the President. Balances donated will become available for transfer when the recipient has exhausted all paid leave. The vacation, holiday and compensatory time will be valued on an hour for hour basis, irrespective of differences in the donor's and donee's rates of pay. Donors must submit a written authorization for leave donations on forms provided by Human Resources. The City thereafter shall make periodic disbursements to employee to keep the donee in fully paid status until funds in an employee's earned leave accounts are exhausted.

13.3 Non-Duty Witness or Jury Duty. If an employee is called for jury duty or is subpoenaed as a witness, the employee shall be granted leave with pay. Compensation received (except travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact the employee's supervisor, who may assign the employee for the remainder of the employee's regular workday at their discretion.

13.4 Funeral and Bereavement Leave. In the event of death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster children, or other relatives not listed but residing in the employee's household) an employee may be granted a leave of absence up to three (3) calendar days with pay, concurrent with any applicable OFLA leave. Employees may also use their sick leave for funeral and bereavement leave in accordance with OFLA. Additional paid leave of absence may be granted on an individual need basis. Such leave of absence must be approved by the Chief and, if extended, by the City Manager.

13.5 Parental, Family and Other Protected Leave. Parental and family leave may be taken pursuant to applicable state and federal law as set forth in the City's Leave of Absence Policy. Generally, these laws provide leave for the employee's own serious health condition, for the care of specified family members with serious health conditions, for parental leave purposes, to care for a child who needs home care but does not have a serious health condition and for certain other qualifying reasons. While out on such leave, an employee may utilize accumulated sick leave, vacation time, compensatory time and holiday time in any order. In the event an employee does not specify which paid leave bank is preferred, sick leave will be used first, followed by compensatory time, holiday and vacation leave. After using all paid time, the employee may take the balance of any qualifying parental and family leave without pay, or other applicable protected leave.

Except where otherwise required by law, all parental and family medical leaves required under state and federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement, irrespective of paid leave bank used or whether the employee is on unpaid status. The employee may be required, at City expense, to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 14 - EMPLOYEE INSURANCE BENEFITS

14.1 Health Insurance and Contributions. The City shall provide medical, hospitalization, dental, and optical insurance for employees covered by this Agreement and their eligible dependents. Attached to this Agreement as Attachment 1 are the current plan design summaries for medical, hospitalization, dental, and optical insurance effective November 2025. Any proposed changes to Attachment 1 will be bargained pursuant to ORS 243.698.

Quarterly Benefit Meetings. The City holds quarterly benefit meetings, to discuss current and prospective health and dental insurance coverage options from alternative carriers. Attendance of one (1) Association representative would be considered compensable time.

Monthly Premium Cost Shares.

Dental Coverage. Dental Insurance shall be fully paid.

Medical and Vision Coverage. Employees shall pay five percent (5%) of the monthly cost for medical and vision coverage through payroll deduction.

For full-time employees who are participating in PPO medical plan, employee contributions will be computed as:

Single Coverage	5% of tiered Single premium
2 party Coverage	5% of tiered 2-party premium
Family Coverage	5% of the composite premium

For employees who are participating in HMO, employee contributions will be computed at five percent 5% of the tiered rate.

For part-time employees, premium costs will be computed based on FTE.

14.2 Employee Health Insurance Opt-Out Election. In the event a married couple is employed by the City, the bargaining unit spouse may opt out of primary coverage under this Agreement and elect only spousal dependent coverage. In such event, the City will contribute to the employee's HRA account two hundred and fifty dollars ($250) during January of each opt-out benefit plan year, subject to any limitations of the carrier.

14.3 Retiree Medical. Upon retirement at or after PERS eligible retirement age, the City shall provide the option to each employee and family member to continue the same medical coverage provided to the employees of the City as a retiree benefit under the terms of the retiree plan, referred to as the City's active plan. This benefit is limited to the extent guaranteed by ORS and is subject to the limitations of the insurance plan(s) and law.

A. (Up to age 65) Eligibility of each individual retiree plan participant is lost upon attaining age 65 or Medicare eligibility for any reason if earlier.

For employees hired between July 2, 2016 and June 30, 2019, the City will pay one-half (1/2) of the retiree's monthly premium on the City's active plan for the retiree only, if the employee has retired based on PERS age and years of service criteria.

For employees hired between July 1, 2019 through December 31, 2026, the City will pay one-half (1/2) of the insurance premium on the City's active plan for the retiree only, if the employee has retired based on PERS age and years of service criteria, and who has completed at least ten (10) consecutive years of service in the bargaining unit on date of retirement.

For employees hired on or after January 1 2027, the City will pay one-half (1/2) of the retiree's monthly premium on the City's active plan for the retiree only, with a City contribution cap of one thousand dollars ($1,000) per month, if the employee has retired based on PERS age and years of service criteria and has completed at least ten (10) consecutive years of service in the bargaining unit on date of retirement.

B. (Lifelong:) For employees employed on or before June 1, 2016, and without a break in service through the retirement date, the City will pay one-half (1/2) of the retiree's monthly premium on the City's active plan for the retiree only, if the employee has retired based on PERS age and years of service criteria.

Employees employed on or before June 1, 2016 and without a break in service through the retirement date will continue to be eligible for a 50% Medicare Plan B supplement reimbursement as follows: After age 65, the City will pay one-half (1/2) of the insurance premium for the employee only for Medicare supplemental health care coverage if and to the extent that such coverage is offered by the group plan provider and the plan in which the employee was enrolled at time of retirement. Those retirees choosing additional coverage or coverage for other members of the household will be required to pay all additional costs of such insurance.

14.4 Life Insurance. The City shall provide a fifty thousand dollar ($50,000) double indemnity term life group insurance policy for all employees covered by this Agreement and a ten thousand dollar ($10,000) term life group insurance policy for each dependent of an employee, covered by this Agreement. Premiums for this coverage shall be paid by the City. The City's plan shall allow employees to purchase additional life insurance at their own expense.

14.5 Liability Insurance. The City shall provide a $1,000,000 liability and false arrest insurance policy or provide similar protection through a program of self-insurance for all employees within the bargaining unit. Premiums for this coverage shall be paid by the City.

14.6 Long Term Disability. The City shall provide a disability (salary continuation) insurance policy for employees covered by this Agreement. This policy shall provide employees who are determined to be eligible for benefits by the insurance carrier an income equal to two-thirds (2/3) of the employee's pre-disability earnings less deductible income in accordance with the City's insurance policy, up to six thousand dollars $6,000 per month starting ninety (90) days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Long term disability insurance payments shall be integrated

with, but not paid in addition to sick leave or other disability payments such as Social Security, Workers' Compensation, or PERS. Premiums for this coverage shall be paid by the City.

14.7 Workers' Compensation. The City shall provide all employees covered under this Agreement with industrial accident insurance coverage for job-related injuries and occupational illnesses that might be incurred by the employee. Benefits under this coverage shall include medical treatment and care, as well as disability compensation during periods of time lost from the job. Premiums for this coverage shall be paid by the City.

A. When an employee is absent from work because of an on-the-job injury or occupational illness, the time off will not be charged to sick leave, except as provided below. The employee may select one of the following options:

1. The employee will only receive their Workers' Compensation payments.

2. Employees will receive their regular paycheck and benefits for the period they are receiving time loss payments. However, any time loss payments will be deducted from the employee's paycheck based on net pay and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.

Under option two (2), the following will occur:

a. No sick leave will be deducted from the employee' s sick leave accruals for one hundred eighty (180) days from the date immediately following the first day of absence due to a compensable injury or occupational illness. This one hundred and eighty (180)-day period begins on the first date of absence following the original date of injury or occupational illness, as determined by the City's workers' compensation program's third-party administrator (TPA). Days where the employee works a minimum of four (4) hours will not count in the calculation of the one hundred and eighty (180)-day period.

b. After one hundred eighty (180) consecutive calendar days immediately following a compensable injury, employees may elect to use available sick leave for integration with their Worker's Compensation payments for the difference between the employee's workers' compensation payments and the employee's regular net monthly base pay with ongoing assignment incentives, in order to receive their net monthly wages. In this situation, a full paycheck will only be received if the employee has available sick leave accrued. Days where the employee works a minimum of four (4) hours will not count in the calculation of the one hundred and eighty (180)-day period.

c. In the event an employee's sick leave benefits are depleted, the employee may elect to use available compensatory time, vacation pay and holiday pay for integration with their Workers' Compensation payments for the difference between the employee's workers' compensation payments and the employee's regular net monthly base pay with ongoing assignment incentives. In the event an employee does not specify a preference, compensatory time will be utilized first, followed by holiday pay, then vacation pay.

d. In the event of overpayment of compensation under Section 2.1 (City Payment for the first one hundred and eighty (180) days), the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck, in accordance with applicable law. Upon conclusion of a workers' compensation claim and in the event an over or underpayment is discovered, the parties will defer to Article 32 Over and Underpayments.

e. In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was or was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what the employee should have received in sick leave and other benefits pursuant to Section 14.7, above. The City agrees to notify the Association of the need for the adjustment and consult with Association representatives to ensure a proper adjustment is made.

14.8 Obligation to Pay Premiums is Exclusive. It is understood that the City's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

14.9 Changes in Provider or Benefits. In the event that the City should desire to change to different insurance plans or insurance carriers for any of the provided insurance programs, the City and the Association shall jointly meet and review the coverage proposed by the new carrier(s) to ensure that the proposed coverage is equal to or better than what is currently being provided. Outside consultants may be utilized to aid in analyzing new proposals for insurance coverage. The parties agree to bargain insurance changes as required by PECBA.

In the event that the City is notified by any of its insurance carriers of a change in benefits, the City shall promptly notify the Association.

14.10 HRA-VEBA. The City will contribute one percent (1%) of an employee' s monthly salary (inclusive of certification premiums (Article 8.6) and premium pays of K9, Detective or, SRO) into a tax-free VEBA account, and once a year on January 15, the City will put the cash equivalent of all hours over forty (40) hours of compensatory time into the employee's VEBA account.

ARTICLE 15 – RETIREMENT

15.1 City will pay the employer payment to PERS Tier I and II and to OPSRPP for each employee as required by PERS law, rules and regulations. The City will pay ("pickup") the employee's 6% contribution (ORS 238A.330/ORS 238.200) as permitted by PERS laws, rules and regulations.

15.2 Deferred Compensation. The City will contribute four percent (4%) of an employee's monthly salary (inclusive of certification premiums (Article 8.6) and premium pays of K9, Detective or, SRO) to a Section 401(a) deferred compensation plan.

ARTICLE 16 - EDUCATION ASSISTANCE

16.1 Subject to a maximum of Five Thousand ($5,000) dollars per employee, per fiscal year, the City will reimburse employees for the cost of books, tuition and required class materials for any successfully completed undergraduate academic course which is directly related to their job classification or to an undergraduate degree program approved by the Department. The course must be approved in advance by the Police Chief, and completed with a grade point of 2.0 or better. Reimbursement of tuition is subject to a budgeted amount not to exceed Twenty Thousand ($20,000) annually in the Police Department budget. Funds shall be distributed on a first come first serve basis.

16.2 Reimbursement is not available to those employees who are eligible to receive compensation through other subsidizing programs. Any employee requesting tuition reimbursement may be required to demonstrate their ineligibility to receive compensation and/or reimbursement through these programs.

16.3 A further stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of two (2) years after completion of the courses provided. Voluntary separation from City service prior to this time period will require that the employee return to the City a portion of the amount received. The employee will be given credit for one twenty-fourth (1/24) of the amount received for each month of completed service after completion of the course for which reimbursement was made.

ARTICLE 17 - RESERVE OFFICERS

17.1 Reserve as Replacements. Reserve officers and/or volunteers will not be utilized by the City to replace regular employees of the Department in the event of layoffs.

17.2 Special Association Membership. Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in Article 30 of this Agreement.

ARTICLE 18 – LAYOFFS

18.1 Notice of Layoff. If the City determines the need exists for a reduction in the workforce, written notice of not less than two (2) weeks shall be provided to the employees to be laid off. All seniority credit is lost after a break in service of twenty-four (24) months. Employees shall not accrue seniority or any other benefits while on layoff.

18.2 Layoff. While the City reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be made on the basis of employee's seniority within the job classification. Employees who receive notice of layoff shall have the right to accept the layoff or exercise their bumping rights in accordance with Article 18.3, below.

18.3 Bumping. Any bargaining unit member given notice of layoff who has held a position in a different classification within the bargaining unit within five (5) years preceding the intended date of layoff may bump the incumbent in that classification who has the lowest bargaining unit seniority. An employee who is notified of layoff must exercise their bumping rights in writing to Human Resources within seven (7) days of notice of layoff. An employee who bumps another employee will be placed on the same shift as the employee they bumped for the duration of that shift bid.

18.4 Recall. Employees shall be recalled from layoff according to seniority in the classification from which they were laid off. The names of employees laid off shall be placed on recall lists by job classification. An employee's position on the recall list shall be based upon bargaining unit seniority as defined in Article 7.1. An employee's layoff status shall be changed to terminated status, if they have not been recalled within twenty-four (24) months of the date of layoff. Laid off employees shall have ten (10) calendar days from receipt of written notice or fourteen (14) calendar days of the sending of the written notice, whichever is later, in which to accept recall. Notice of acceptance must be directed in writing to Human Resources. Recalled employees must report to work within twenty-one (21) calendar days from receipt of written notice of recall, unless agreed otherwise. Notification of recall shall be by certified letter sent to the last address provided to the City by the employee. It is the responsibility of the employee on layoff status to keep the City informed as to changes of address. Return of the notice as undeliverable because the employee has moved without notifying the City will constitute rejection of recall, unless the employee otherwise informs Human Resources acceptance of recall within the deadlines set forth above.

18.5 Administration. No regular full-time employee shall be laid off while temporary employees are retained in the same job classification. No new employees shall be hired into job classifications from which employees have been laid off until the recall list has been exhausted. Employees outside the bargaining unit will not be permitted to "bump" into job classifications covered by this Agreement.

ARTICLE 19 – UNIFORMS

19.1 Uniforms. The City shall provide uniforms for all employees required to wear uniforms and shall provide fitted ear pieces for all sworn employees. Uniform items shall be replaced by the City as needed due to normal wear and tear or damage incurred in the line of duty.

19.2 Boots and Shoes.

A. The City will contribute up to two hundred seventy-five dollars ($275.00) to fully reimburse or partially reimburse sworn officers, code enforcement officers and community service officers for footwear purchased for work purposes. Sworn officers, CEOs and CSOs are eligible for the footwear reimbursement once every two (2) years in the month of July.

B. The City will contribute up to one hundred dollars ($100.00) annually, in the month of July, to reimburse or partially reimburse non-sworn personnel (including records staff) other than CEOs and CSOs for footwear purchased for work purposes. Footwear shall be selected by the individual employee but shall conform to standards set by the Chief. Payments are subject to showing of receipts.

19.3 Clothing Allowance. Officers assigned to the Detective Division shall be reimbursed up to a maximum of six hundred fifty dollars ($650.00) annually for outer clothing including dress slacks, sport jackets, ties, and/or dress shirts. Clothing may be selected by the employee but must conform to standard set by the Chief. Approved reimbursements will be made to the employee by check within thirty (30) days of turning in the receipt and will be paid subject to IRS reporting and withholding requirements.

19.4 Cleaning. The City will provide for the cleaning of City supplied uniforms not to exceed more than four (4) cleanings per month per employee. Additional uniform cleanings may be granted on an approved need basis.

19.5 Body Armor. Soft body armor shall be provided by the City and replaced as recommended by the manufacturer.

19.6 Handgun Storage Device. The City will provide sworn officers a handgun home storage device for their department duty weapon.

ARTICLE 20 - FITNESS CLUB DUES ALLOWANCE AND VOLUNTARY WELLNESS INCENTIVE

20.1 The City will reimburse a bargaining unit employee up to fifteen dollars ($15) per month with proof of purchase to a fitness facility. The reimbursement is made to the employee through the City's regular payroll process.

20.2 The City also offers a wellness plan. The wellness plan is attached as Appendix B and is the Memorandum of Understanding entered into between the parties on October 26, 2018 as modified on April 3, 2019. Either the City or the Association has the right to discontinue to voluntary wellness incentive, set forth in this Section 20.2, upon written notice to the other party during the month of December. Any such discontinuation shall become effective for the subsequent calendar year without impact bargaining.

ARTICLE 21 - TRAVEL EXPENSES

Employees shall be reimbursed for expenses incurred when traveling on City business or when required to use their personal vehicle for travel on City business. Regulations regarding approval and reimbursement of travel expenses are outlined in the City's Administrative policies.

ARTICLE 22 - PERSONNEL RECORDS

22.1 The Personnel Record. Personnel Records shall be maintained on each employee of the City. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall be placed in the employee's personnel file. The personnel file is maintained in City Human Resources. The City also maintains supervisory and investigatory files. Personnel records for sworn employees will be retained consistent with applicable law.

22.2 Employee Response. A copy of any written item placed in an employee's personnel file, which has not already been provided, shall be furnished to the employee within three (3) days. The employee, or Association on behalf of the employee, may respond in writing within seven (7) days to any information and such response shall be placed in the employee's personnel file.

22.3 Inspection and Copies. Employees or the Association representative with written permission of the employee, shall have the right to inspect their personnel file. The employee or Association representative may request a copy and shall pay the cost of making copies from these files at the City's standard charge. Neither the file nor items in the file may be removed from the Human Resources Department. An employee may arrange with a supervisor to inspect the

supervisor's file. Investigatory files may be inspected when the investigation is concluded at a time arranged for with the Chief of Police.

22.4 Removal. Written reprimands and any response written by the employee and/or Association shall be removed from the employee's personnel file after three (3) years upon request of the employee, provided there is no subsequent written reprimands or disciplinary action for the same or similar conduct taken during the intervening period of time. Documents removed shall be retained as required by applicable law.

22.5 Transmittal. No portion of any employee's personnel file, supervisor's files, or investigative files shall be transmitted for other than a business purpose without the employee's written consent, court order, or order by the Clackamas County District Attorney. The City will notify the employee when materials are disclosed consistent with applicable law (for example: ORS 181A.674; ORS 192.355(3)).

ARTICLE 23 – FUNDING

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City of Oregon City. In the event that the City does not receive the required voter approval needed to fund the annual budget the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback of services.

ARTICLE 24 - ASSOCIATION MEETINGS

The City and the Association recognize that bargaining unit employees work in Departments which utilize twenty-four (24) hour per day schedules and that these work schedules may not allow all of the Association members to be present at a meeting to discuss Association business. The City and the Association agree to the following:

A. Attendance of on-duty Association employees at Association meetings is subject to operational needs as determined by the City and is limited to one (1) hour per month or up to three (3) hours per quarter yearly.

B. There shall always be one (1) patrol officer on duty at all times who is not in attendance at any called Association meeting; all other on-duty employees shall be subject to call back to duty for any reason pertaining to City business.

C. The Police Records office shall not be left unstaffed because of provisions in this article.

D. Association meetings may be scheduled in advance and held in City facilities subject to the regular scheduling procedures used by the City for that room.

E. PAC or political campaign related activity shall not be conducted at or in conjunction with any meeting held on City premises or attended by on-duty personnel.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

25.1 Disciplinary Measures. Disciplinary action for non-probationary employees shall be for just cause. The definition and application of just cause for sworn officers and all employees represented by the Association is subject to applicable law, including ORS 243.808, 243.809, ORS 236.350 et seq. and applicable law. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the formal disciplinary action:

A. Written reprimand
B. Suspension without pay
C. Reduction in salary
D. Demotion
E. Discharge

The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures.

25.2 Counseling. Counseling documents, such as oral reprimands and warnings or similarly related counseling, may be reduced to writing and are not disciplinary actions and may not be protested through the grievance procedure. These types of corrective measures are less formal means to resolve performance concerns and are not placed in the personnel file but are maintained in the supervisory file for employee's yearly evaluations. Counseling documents will be considered stale and removed from the supervisory file upon the next yearly evaluation or within twelve (12) months of imposition, the longer of either, so long as no similarly related conduct has occurred. Counseling documents will be clearly labeled as non-disciplinary actions. Employees and/or the Association may provide a rebuttal to a counseling within ten (10) days of receipt which will be attached to and accompany the counseling documentation.

25.3 Due Process. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the disciplinary decision maker. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee and/or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed,

documents upon which the City has relied shall be provided to the Association and the affected employee.

25.4 Association Representation in Discipline Process. The City acknowledges the right of the employee to have a representative of the Association present during any investigatory interview and investigatory process including additional interviews of the employee that could lead to disciplinary action.

25.5 General Procedures.

A. **Potential Discipline Situations.** Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action, as defined in 25.1 above, will be afforded the following safeguards:

1. **Notice of Investigatory Interview.** At least seventy-two (72) hours prior to a disciplinary interview, the result of which could be that the City may impose a formal disciplinary action upon the employee, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at the time of the notice. The employee will be afforded the opportunity to consult with an Association representative. The employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs, including the execution of a confidentiality agreement, if appropriate, prior to the interview of the employee.

The employee shall have the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which no more than a counseling (Section 25.2 above) which may be handled immediately when a representative is not readily available. However, if in the course of the interview of the employee it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to twenty-four (24) hours to obtain a representative to be present at the interview.

2. All interviews and/or meetings related to potential discipline shall take place at Department facilities, or elsewhere if mutually agreed between the City and Association, unless an emergency exists which requires the interview to be conducted elsewhere.

3. The City shall make a reasonable good faith effort to conduct these interview's during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chiefs designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours**,** as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift. A designated Association representative may attend investigatory meetings and due process hearings involving represented employees during their regularly scheduled hours without loss of compensation.

4. The employee will be required to answer any questions specifically involving the non-criminal matter(s) under investigation. Employees will also be required to answer any questions specifically involving any criminal or potentially criminal matter(s) being investigated, if the employee has been given Garrity protections. Employees will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

5. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

6. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

7. The City shall electronically audio record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be transcribed by the City and the employee and the Association shall be provided a copy thereof, if requested. The employee and/or Association may also audio record the interview and will provide a complimentary copy to the City within Seven (7) days.

8. Consistent with ORS 236.360(6), an employer shall complete its investigation into an allegation of misconduct by an employee and provide notification(s) as to the status of the investigation no later than six (6) months from the date of the first interview described in Section 25.5. The employer may

extend the investigation to a maximum of twelve (12) months from the date of the first interview, provided that, before the extended period begins, the employer provides written notice explaining the reason for the extension to the employee and Association President or designee. The investigation time limit provided in this paragraph does not apply in the circumstances identified in ORS 236.360(6)(b).

9. The employee and the Association shall be notified in writing of the results of any investigation and for non-criminal investigations, those results must be presented in writing to the employee and the Association within one (1) year from discovery by the City of the basis of discipline.

10. Since the terms and conditions of employment for a bargaining unit employee are specifically set forth and covered by this Agreement, only an Association representative designated by the Association to act on behalf of a bargaining unit employee will be allowed to attend and/or participate in any employee representation covered by this Article.

B. **Use of Deadly Force Situations.** Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney and provided an opportunity to review any video or audio recording available to the Department relating to the incident prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement. This Section B does not waive and/or abrogate the employee's state and/or federal Constitutional rights.

C. **Criminal Investigations.** Section 25.5 shall not apply to a criminal investigation conducted by another law enforcement agency, and shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved employee's ability to recall, provided however, that the City shall only rely upon the involved employee's formal interview statements for all administrative purposes.

25.6 Pre-disciplinary Meeting. In the event the City believes an employee may be subject to a formal discipline action as set forth in Section 25.1 above, prior to imposing a disciplinary action, the employee and the Association will be given at least seven (7) days written notice of the opportunity for a pre-disciplinary meeting.

- The employee and Association will be notified in writing of the charges or allegations that may subject the employee to discipline and will be provided a copy of all the investigatory materials and evidence in the possession of the City relied upon for the proposed disciplinary action.

- The employee and Association will be notified of the maximum disciplinary sanctions being considered including application of mitigating and aggravating factors considered consistent with OAR 265.

- The employee and Association will be given an opportunity to refute the charges, mitigate and/or provide exculpatory information as to the charges or allegations either in writing or orally in a pre-disciplinary meeting with the decision maker.

- The employee and Association are entitled to attend the informal meeting. The employee and/or the Association may elect to submit a written response during or prior to the meeting or present written information by any person of the employee's choosing to provide information on behalf of the employee.

- All pre-disciplinary meetings will be audio recorded by the City, and a copy will be provided to the employee and Association. The employee and/or Association may also record the meeting, and if the meeting is recorded will provide a copy to the City within ten (10) days of the conclusion of the meeting.

25.7 Imposition of Disciplinary Action. Upon determination by the City that disciplinary action is appropriate and consistent with the provisions of this Article and applicable law, the City will provide the employee subject to discipline and the Association written notice of imposition of discipline inclusive of findings of fact, stated policy violations or findings of misconduct, description of how OAR Chapter 265 aggravating and mitigating factors were applied, and an explanation of the disciplinary sanction(s) imposed. Imposition of disciplinary actions will be done in a private manner.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.1 Grievance Defined. For the purpose of the Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement. Since the terms and conditions of employment for employees represented by the Association are specifically set forth and covered by this Agreement, the parties agree that only the parties to this Agreement may file a grievance as defined by this Article and/or as covered by this Agreement. The City acknowledges and agrees that the Association is the sole and lawfully recognized exclusive representative for employees covered by this Agreement.

26.2 Grievance Adjustment Steps. Grievances shall be processed within ten (10) days of the date on which the grievance occurred or the employee's knowledge thereof in the following manner:

Informal Review: An employee is not precluded from discussing with their supervisor a concern related to the administration of this Agreement. If the employee's concern is not resolved, the employee and/or Association may proceed to Step 1 below.

Step 1: An employee and the Association shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. In this circumstance, the employee and Association will notify the supervisor that the discussion is a Step 1 Grievance. The employee may meet with or without an Association representative. The supervisor shall respond in writing to the grievance as quickly as possible but no later than ten (10) days after the grievance is first discussed.

Step 2: If, within ten (10) days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee and/or the Association shall submit written grievance to the Chief or, in the absence of the Chief, his designee. In the event the grievance is filed by an employee, a copy will also be provided to the Association. The grievance must include: 1) a statement of the grievance and relevant facts; 2) the specific provisions of the Agreement violated; and 3) the remedy sought. The Chief or designee shall meet with the grievant and/or the Association and attempt to resolve the grievance. The Chief or designee shall respond to the employee and Association in writing within ten (10) days of the meeting with a copy to the Association.

Step 3: If within ten (10) days from receipt of the Chief's reply, the grievance remains unresolved, the grievance may be submitted to the City Manager. The City Manager or designee may meet with the aggrieved party, the Human Resources Director, the Chief, the employee's immediate supervisor, and the Association representative, and shall respond within ten (10) days of the meeting, with a copy to the Association. The meeting will be scheduled within ten (10) days of receipt of the grievance.

Mediation: If the Association believes the grievance remains unsettled after Step 3, the Association may choose to advance the grievance for mediation to the Oregon Employment Relations Board. Such advancement by the Association shall stay the timelines for the grievance. If the Association chooses to advance the grievance to ERB mediation the parties will engage in at least one (1) mediation session within forty-five (45) days of the Association's notice/request to ERB. Termination discipline cases are not subject to this ERB mediation option.

Step 4: If the grievance still remains unsettled, the Association on behalf of an employee represented by the Association may, within ten (10) days after the reply of the City Manager, serve written notice to the City Manager of the Association's intent to arbitrate the grievance.

For each Step in the grievance Step procedure the parties may, by mutual agreement, audio record a grievance meeting between the parties.

26.3 Arbitration. After the grievance has been so submitted, only the City and/or the Association (the parties) may request from the Oregon Employment Relations Board a list of seven (7) arbitrators. For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the parties will adhere to ORS 243.808 and the ERB process for arbitrator selection. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of the Agreement. For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the arbitrator is bound by the legal standards of just cause under ORS 243.808, and consistent with ORS 243.809, the arbitrator will adhere to the uniform standards adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline under ORS 243.812 and the State disciplinary guide as applicable under ORS 243.812. The arbitrator's decision shall be within the scope of the issue(s) presented and terms of the Agreement and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.

26.4 Grievance Administration Issues. Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and hearing room shall be borne by the losing party. If mutually agreed prior to arbitration, the cost of transcription of the hearing shall be shared equally. If there is a dispute regarding who is the “losing party”, the arbitrator will be asked to rule on that issue. If the arbitrator cannot or does not designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration.

26.5 Time Limits. For the purpose of this Article, days shall be defined as calendar days, excluding recognized holidays. Failure of an employee and/or the Association to submit a grievance in accordance with the time limits listed above shall constitute abandonment of the grievance. This Section does not preclude the parties from extending the grievance time limits by mutual written agreement.

In the event the parties dispute the timeliness of the submission of a grievance that is submitted to Arbitration, the arbitrator will be required to hear and rule on the timeliness issue first, including any oral closing summation by the parties. The arbitrator timeliness ruling will be a bench ruling on the timeliness issue. If the arbitrator determines that there is no timeliness issue, then the parties will proceed with the arbitration dispute for determination by the arbitrator.

ARTICLE 27 – CRITICAL INCIDENTS

27.1 Debriefing. In all cases where any employee has been seriously injured, dies or is directly involved in a traumatic incident while in the performance of their duty, all employees directly involved shall have the opportunity to undergo a traumatic incident debriefing with a

physician/psychologist designated jointly by the Association and the City. The term "directly involved" means those employees that had direct involvement in the initial traumatic incident. The City shall have the authority to require an involved employee to undergo debriefing. The purpose of this debriefing will be to allow the employee(s) to express feelings and to deal with the moral/ethical and/or psychological after effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department in any Department investigation of the incident. The cost of the physician/psychologist's services will be borne by the City and/or the appropriate insurance carrier of those services provided.

27.2 Critical Incident Leave. Employees involved in a traumatic incident and/or debriefing process may be placed on paid Administrative Leave. The length of Administrative Leave shall be determined by the City after consultation with the physician/psychologist concerning their findings and recommendations with respect to the employee's return to work. The leave shall be defined as: time off for or reassignment without loss of pay or benefits to the employee. The type of leave will be determined by the City taking into account the type of incident and the recommendation of the person conducting the debriefing.

ARTICLE 28 - EXISTING CONDITIONS

Conditions of employment that are not referred to or covered by other provisions of this Agreement shall be maintained at not less than the level in effect at the time of the signing of this Agreement, unless the City proposes to make a change in any such existing conditions. The City will notify the Association of its intent to make changes in terms and conditions of employment not addressed in the Agreement that impose a duty to bargain. In such an event, the City will comply with its bargaining obligations in accordance with ORS 243.698

Union agrees to not initiate new proposals for midterm bargaining.

ARTICLE 29 - REOPENER AND AMENDMENT AND CLOSURE

29.1 Any specified Article or Articles of this Agreement may be opened for renegotiation by mutual written consent of both parties at any time during the life of the Agreement.

29.2 Prior Agreements Incorporated. During bargaining for a successor Agreement, the parties agree to review and either incorporate any MOUs or MOAs that are still in effect into the successor Agreement or bargain over any desired changes, consistent with PECBA. All disputes concerning the interpretation, application and enforcement of MOAs shall be resolved in accordance with Article 26 – Grievance Procedure.

The City shall continue its past practice of reporting earned leave accruals on payroll checks.

ARTICLE 30 - LEGAL DEFENSE FUND

The Association shall take steps periodically necessary to ensure that all eligible members of the Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees as defined in the Summary Plan Description of the PORAC Legal Defense Fund.

The City will reimburse the Association, as invoiced monthly to the City, for the full monthly premium cost for each eligible employee.

ARTICLE 31 - SAVINGS CLAUSE

Should any Article, section, or provision of this Agreement be unlawful or held unlawful and unenforceable by final order of any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter or be in violation of the law, such decision or law shall apply to invalidate only to the specific Article, section, or provision directly specified in the decision or law. Following the issuance of any such decision or enactment of any such law, the parties agree to negotiate substitute language in accordance with ORS 243.698. All other portions of this Agreement shall continue in effect.

ARTICLE 32 – OVERPAYMENT AND UNDERPAYMENT OF WAGES

32.1 In the event an employee is either erroneously overpaid or underpaid by the City, each party has an obligation to report the error in writing to the other party as soon as it is discovered. In the event the City discovers the error, the employee and the Association will be given written notice of the underpayment or overpayment.

32.2 Underpayment. Consistent with ORS 652.120 et seq, in the event the City, the Association, or an employee discovers an erroneous underpayment of wages, the City shall verify an underpayment of wages. If there is no dispute between the City and employee and the Association regarding the amount of the unpaid wages, the City will make payment for the underpayment as follows:

A. If the unpaid amount is five percent (5%) or less of the employee's regular gross wages due on the regular payday, the employer shall pay the employee the unpaid amount no later than the next regular payday; or

B. If the unpaid amount is greater than five percent (5%) of the employee's regular gross wages due on the regular payday, the employer shall pay the employee the unpaid

amount within three (3) days after the employer has notice of the unpaid amount, excluding Saturdays, Sundays and holidays.

32.3 Overpayment. Payroll errors resulting in the overpayment of wages to an employee will be handled consistent with ORS 652.610 [Senate Bill 968 (2025)] and as provided by this Article. Errors resulting in the overpayment of wages that occurred during the three hundred and sixty-four (364) day period immediately preceding the date the City provides written notice, as defined below, to an employee and the Association, the verified and non-disputed overpayment will be repaid by the employee as follows:

A. Written Notice: The City will provide written notice to the employee and Association itemizing the overpayment amount and purpose of each deduction. The written notice will include a statement that in no event may the total amount of a deduction exceed five percent (5%) of the employee's regular gross pay each pay period, unless the employee and/or the Association on behalf of the employee, otherwise requests and specifies, in writing, that a greater percentage or amount be deducted from the impacted employee's regular gross pay each pay period.

B. The written notice from the City will include a statement that if the public employee is terminated or otherwise separates employment, the City can recoup the verified and non-disputed overpayment balance owed to the City from the employee's final paycheck.

C. Deduction. The City will provide the employee and the Association written notice at least ten (10) calendar days before beginning any overpayment deduction per this Article.

32.4 Disputes as to Overpayment. In the event an employee or the Association disputes the amount of the overpayment paid to the employee, the parties will use the grievance procedure process of this CBA to resolve the dispute.

The City agrees to suspend deductions from the employee pending final or agreed resolution of the grievance with the understanding the City remains entitled to collect overpayment from the three hundred and sixty-four (364) days prior to the day of the written notice.

32.5 This Article does not preclude wage or compensation deductions by mutual written agreement consistent with ORS 652.620 et seq.; nor does this Article preclude recovery of overpayments through other legal process. This Article does not preclude an employee's individual right to civil claims.

32.6 This Article does not preclude past practice for reconciling non-erroneous payments related to payments for monies owed as related to insurance premiums, PLO and Worker's compensation reconciliation.

ARTICLE 33 - TERM OF AGREEMENT

With the exceptions for specific language and economics as described in this Agreement, this Agreement shall be effective upon ratification and shall remain in full force and effect through June 30, 2028, or until a successor Agreement is reached. This Agreement shall not be modified in whole or in part by the parties except in writing, duly executed by both parties.

The parties acknowledge that the following provisions are retroactive as states in this Agreement: 8.1 *Wages* (retroactive to 7/1/25; Article 8.8 *Education Incentive* (retroactive to 1/1/26; and Article 8.13 *Shift Differential* (retroactive to 1/1/26).

This Agreement shall be automatically reopened for negotiation of a successor agreement on February 1, 2028, with the first negotiation session being scheduled during the month of February 2028. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

CITY OF OREGON CITY, OREGON

Anthony J. Konkol III, City Manager	Date

OREGON CITY POLICE EMPLOYEE'S ASSOCIATION

Alex Mawson, OCPEA President	Date

REVIEWED AS TO FORM:

Steven Schuback, Attorney for the City	Mark Makler, Attorney for OCPEA

APPENDIX A – WAGE SCHEDULE

Effective (and retroactive from) July 1, 2025 to July 30, 2026 (3% COLA)

CLASSIFICATION		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Court Services/Collections Clerk	Hourly	$20.55	$21.57	$22.65	$23.80	$24.99	$26.26			
	Monthly	$3,562	$3,739	$3,926	$4,125	$4,331	$4,551			
	Annual	$42,744	$44,868	$47,112	$49,500	$51,972	$54,612			
Parking Enforcement Officer	Hourly	$20.86	$21.88	$22.99	$24.14	$25.34	$26.61	$27.28	$27.97	$28.66
	Monthly	$3,615	$3,793	$3,985	$4,185	$4,393	$4,612	$4,729	$4,848	$4,968
	Annual	$43,380	$45,516	$47,820	$50,220	$52,716	$55,344	$56,748	$58,176	$59,616
Office Specialist - Code Enforcement	Hourly	$23.59	$24.77	$26.00	$27.32	$28.67	$30.10	$30.84	$31.63	$32.43
	Monthly	$4,089	$4,293	$4,506	$4,735	$4,970	$5,218	$5,346	$5,483	$5,621
	Annual	$49,068	$51,516	$54,072	$56,820	$59,640	$62,616	$64,152	$65,796	$67,452
Police Records Specialist	Hourly	$24.81	$26.82	$27.87	$29.48	$30.98	$32.57			
Court Records Specialist	Monthly	$4,301	$4,648	$4,830	$5,109	$5,369	$5,645			
	Annual	$51,612	$55,776	$57,960	$61,308	$64,428	$67,740			
Community Service Officer	Hourly	$25.66	$27.42	$29.18	$30.88	$32.62	$34.37			
	Monthly	$4,448	$4,752	$5,058	$5,352	$5,654	$5,958			
	Annual	$53,376	$57,024	$60,696	$64,224	$67,848	$71,496			
Code Compliance Officer	Hourly	$26.04	$27.34	$28.69	$30.12	$31.64	$33.23	$34.05	$34.90	$35.78
	Monthly	$4,514	$4,739	$4,972	$5,221	$5,485	$5,759	$5,902	$6,049	$6,201
	Annual	$54,168	$56,868	$59,664	$62,652	$65,820	$69,108	$70,824	$72,588	$74,412
Senior Court Clerk	Hourly	$27.31	$29.51	$30.65	$32.42	$34.08	$35.83			
Senior Police Records Specialist	Monthly	$4,733	$5,115	$5,313	$5,620	$5,907	$6,210			
	Annual	$56,796	$61,380	$63,756	$67,440	$70,884	$74,520			
Community Outreach Coordinator	Hourly	$27.71	$29.61	$31.52	$33.33	$35.24	$37.10			
	Monthly	$4,803	$5,132	$5,464	$5,777	$6,108	$6,431			
	Annual	$57,636	$61,584	$65,568	$69,324	$73,296	$77,172			

Property and Evidence Technician	Hourly	$31.10	$32.65	$34.28	$36.01	$37.80	$39.69			
	Monthly	$5,390	$5,659	$5,942	$6,241	$6,552	$6,880			
	Annual	$64,680	$67,908	$71,304	$74,892	$78,624	$82,560			
Behavioral Health Case Manager	Hourly	$33.32	$34.66	$36.05	$37.49	$38.99	$40.55			
	Monthly	$5,776	$6,008	$6,248	$6,498	$6,758	$7,029			
	Annual	$69,312	$72,096	$74,976	$77,976	$81,096	$84,348			
Police Officer	Hourly	$38.07	$39.60	$41.19	$42.83	$44.54	$46.33			
	Monthly	$6,599	$6,864	$7,140	$7,424	$7,720	$8,030			
	Annual	$79,188	$82,368	$85,680	$89,088	$92,640	$96,360			
Senior Police Officer	Hourly	$38.53	$40.07	$41.68	$43.34	$45.07	$46.88			
	Monthly	$6,679	$6,946	$7,224	$7,512	$7,812	$8,126			
	Annual	$80,148	$83,352	$86,688	$90,144	$93,744	$97,512			
Behavioral Health Specialist	Hourly	$43.00	$44.72	$46.51	$48.36	$50.30	$52.32			
	Monthly	$7,453	$7,751	$8,061	$8,383	$8,719	$9,068			
	Annual	$89,436	$93,012	$96,732	$100,596	$104,628	$108,816			
Police Sergeant			18 mos	36 mos	54 mos	72 mos				
	Hourly	$50.96	$53.00	$55.11	$57.32	$59.61				
	Monthly	$8,833	$9,186	$9,553	$9,935	$10,332				
	Annual	$105,996	$110,232	$114,636	$119,220	$123,984				

Effective July 1, 2026 to July 30, 2027 (3% COLA)

CLASSIFICATION		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Court Services/Collections Clerk	Hourly	$21.17	$22.22	$23.33	$24.51	$25.74	$27.05			
	Monthly	$3,669	$3,851	$4,044	$4,249	$4,461	$4,688			
	Annual	$44,028	$46,212	$48,528	$50,988	$53,532	$56,256			
Parking Enforcement Officer	Hourly	$21.48	$22.54	$23.68	$24.87	$26.11	$27.40	$28.10	$28.81	$29.52
	Monthly	$3,723	$3,907	$4,105	$4,311	$4,525	$4,750	$4,871	$4,993	$5,117
	Annual	$44,676	$46,884	$49,260	$51,732	$54,300	$57,000	$58,452	$59,916	$61,404
Office Specialist - Code Enforcement	Hourly	$24.30	$25.51	$26.78	$28.14	$29.53	$31.01	$31.77	$32.58	$33.40
	Monthly	$4,212	$4,422	$4,641	$4,877	$5,119	$5,375	$5,506	$5,647	$5,790
	Annual	$50,544	$53,064	$55,692	$58,524	$61,428	$64,500	$66,072	$67,764	$69,480
Police Records Specialist	Hourly	$25.56	$27.62	$28.70	$30.36	$31.90	$33.54			
Court Records Specialist	Monthly	$4,430	$4,787	$4,975	$5,262	$5,530	$5,814			
	Annual	$53,160	$57,444	$59,700	$63,144	$66,360	$69,768			
Community Service Officer	Hourly	$26.43	$28.24	$30.06	$31.81	$33.60	$35.41			
	Monthly	$4,581	$4,895	$5,210	$5,513	$5,824	$6,137			
	Annual	$54,972	$58,740	$62,520	$66,156	$69,888	$73,644			
Code Compliance Officer	Hourly	$26.82	$28.16	$29.54	$31.03	$32.60	$34.22	$35.07	$35.94	$36.85
	Monthly	$4,649	$4,881	$5,121	$5,378	$5,650	$5,932	$6,079	$6,230	$6,387
	Annual	$55,788	$58,572	$61,452	$64,536	$67,800	$71,184	$72,948	$74,760	$76,644
Senior Court Clerk	Hourly	$28.13	$30.39	$31.57	$33.40	$35.10	$36.90			
Senior Police Records Specialist	Monthly	$4,875	$5,268	$5,472	$5,789	$6,084	$6,396			
	Annual	$58,500	$63,216	$65,664	$69,468	$73,008	$76,752			
Community Outreach Coordinator	Hourly	$28.54	$30.50	$32.47	$34.33	$36.29	$38.22			
	Monthly	$4,947	$5,286	$5,628	$5,950	$6,291	$6,624			
	Annual	$59,364	$63,432	$67,536	$71,400	$75,492	$79,488			

Property and Evidence Technician	Hourly	$32.03	$33.63	$35.31	$37.09	$38.94	$40.88			
	Monthly	$5,552	$5,829	$6,120	$6,428	$6,749	$7,086			
	Annual	$66,624	$69,948	$73,440	$77,136	$80,988	$85,032			
Behavioral Health Case Manager	Hourly	$34.32	$35.70	$37.13	$38.61	$40.16	$41.77			
	Monthly	$5,949	$6,188	$6,435	$6,693	$6,961	$7,240			
	Annual	$71,388	$74,256	$77,220	$80,316	$83,532	$86,880			
Police Officer	Hourly	$39.21	$40.79	$42.43	$44.12	$45.88	$47.72			
	Monthly	$6,797	$7,070	$7,354	$7,647	$7,952	$8,271			
	Annual	$81,564	$84,840	$88,248	$91,764	$95,424	$99,252			
Senior Police Officer	Hourly	$39.69	$41.27	$42.93	$44.64	$46.42	$48.29			
	Monthly	$6,879	$7,154	$7,441	$7,737	$8,046	$8,370			
	Annual	$82,548	$85,848	$89,292	$92,844	$96,552	$100,440			
Behavioral Health Specialist	Hourly	$44.29	$46.06	$47.90	$49.81	$51.81	$53.89			
	Monthly	$7,677	$7,984	$8,303	$8,634	$8,981	$9,340			
	Annual	$92,124	$95,808	$99,636	$103,608	$107,772	$112,080			
Police Sergeant			18 mos	36 mos	54 mos	72 mos				
	Hourly	$52.49	$54.59	$56.77	$59.04	$61.40				
	Monthly	$9,098	$9,462	$9,840	$10,234	$10,643				
	Annual	$109,176	$113,544	$118,080	$122,808	$127,716				

Effective July 1, 2027 – June 30, 2028

CLASSIFICATION		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Court Services/Collections Clerk	Hourly	$21.80	$22.89	$24.03	$25.25	$26.51	$27.86			
	Monthly	$3,779	$3,967	$4,165	$4,376	$4,595	$4,829			
	Annual	$45,348	$47,604	$49,980	$52,512	$55,140	$57,948			
Parking Enforcement Officer	Hourly	$22.13	$23.22	$24.39	$25.62	$26.89	$28.23	$28.94	$29.67	$30.41
	Monthly	$3,835	$4,024	$4,228	$4,440	$4,661	$4,893	$5,017	$5,143	$5,271
	Annual	$46,020	$48,288	$50,736	$53,280	$55,932	$58,716	$60,204	$61,716	$63,252
Office Specialist - Code Enforcemen	Hourly	$25.03	$26.28	$27.58	$28.98	$30.42	$31.94	$32.72	$33.55	$34.41
	Monthly	$4,338	$4,555	$4,780	$5,023	$5,273	$5,536	$5,671	$5,816	$5,964
	Annual	$52,056	$54,660	$57,360	$60,276	$63,276	$66,432	$68,052	$69,792	$71,568
Police Records Specialist	Hourly	$26.33	$28.45	$29.56	$31.27	$32.86	$34.55			
Court Records Specialist	Monthly	$4,563	$4,931	$5,124	$5,420	$5,696	$5,988			
	Annual	$54,756	$59,172	$61,488	$65,040	$68,352	$71,856			
Community Service Officer	Hourly	$27.22	$29.09	$30.96	$32.76	$34.61	$36.47			
	Monthly	$4,718	$5,042	$5,366	$5,678	$5,999	$6,321			
	Annual	$56,616	$60,504	$64,392	$68,136	$71,988	$75,852			
Code Compliance Officer	Hourly	$27.62	$29.00	$30.43	$31.96	$33.58	$35.25	$36.12	$37.02	$37.96
	Monthly	$4,788	$5,027	$5,275	$5,539	$5,820	$6,110	$6,261	$6,417	$6,579
	Annual	$57,456	$60,324	$63,300	$66,468	$69,840	$73,320	$75,132	$77,004	$78,948
Senior Court Clerk	Hourly	$28.97	$31.30	$32.52	$34.40	$36.16	$38.01			
Senior Police Records Specialist	Monthly	$5,021	$5,426	$5,636	$5,963	$6,267	$6,588			
	Annual	$60,252	$65,112	$67,632	$71,556	$75,204	$79,056			
Community Outreach Coordinator	Hourly	$29.39	$31.41	$33.44	$35.36	$37.39	$39.36			
	Monthly	$5,095	$5,445	$5,797	$6,129	$6,480	$6,823			
	Annual	$61,140	$65,340	$69,564	$73,548	$77,760	$81,876			

Property and Evidence Technician	Hourly	$32.99	$34.64	$36.37	$38.20	$40.10	$42.11			
	Monthly	$5,719	$6,004	$6,304	$6,621	$6,951	$7,299			
	Annual	$68,628	$72,048	$75,648	$79,452	$83,412	$87,588			
Behavioral Health Case Manager	Hourly	$35.35	$36.77	$38.24	$39.77	$41.37	$43.02			
	Monthly	$6,127	$6,374	$6,628	$6,894	$7,170	$7,457			
	Annual	$73,524	$76,488	$79,536	$82,728	$86,040	$89,484			
Police Officer	Hourly	$40.39	$42.01	$43.70	$45.44	$47.26	$49.15			
	Monthly	$7,001	$7,282	$7,575	$7,876	$8,191	$8,519			
	Annual	$84,012	$87,384	$90,900	$94,512	$98,292	$102,228			
Senior Police Officer	Hourly	$40.88	$42.51	$44.22	$45.98	$47.81	$49.74			
	Monthly	$7,085	$7,369	$7,664	$7,969	$8,287	$8,621			
	Annual	$85,020	$88,428	$91,968	$95,628	$99,444	$103,452			
Behavioral Health Specialist	Hourly	$45.62	$47.45	$49.34	$51.31	$53.37	$55.50			
	Monthly	$7,907	$8,224	$8,552	$8,893	$9,250	$9,620			
	Annual	$94,884	$98,688	$102,624	$106,716	$111,000	$115,440			
Police Sergeant			18 mos	36 mos	54 mos	72 mos				
	Hourly	$54.06	$56.23	$58.48	$60.81	$63.25				
	Monthly	$9,371	$9,746	$10,136	$10,541	$10,963				
	Annual	$112,452	$116,952	$121,632	$126,492	$131,556				

- *Base salary is Monthly | Monthly x 12 = Annual | Monthly / 173.33 = Hourly*
- *COLA applied to each monthly figure and rounded to the nearest whole dollar*
- *Police Sergeant step 1 is 10% above the top step of Police Officer; each step is 4% above the previous step*

APPENDIX B – MEMORANDUM OF UNDERSTANDING: VOLUNTARY WELLNESS INCENTIVE

OREGON CITY

Police Department

320 Warner Milne Road | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-4964 | Fax (503) 655-0530| Non Emergency Police Dispatch: (503) 655-8211

Memorandum of Understanding: Voluntary Wellness Incentive

In the interest of promoting wellness, the Oregon City Police Department has instituted a wellness incentive. There are two components to be eligible to receive the annual voluntary incentive. One is related to mental health and the other is related to physical fitness, both of which are described below.

The Department's goal in this incentive is to be inclusive and to encourage positive changes in the general wellness of our employees. The Department has provided a gym and also currently provides a free annual consultation with a nutritionist to all employees. We want to create a culture of overall wellness that benefits our employees by helping them to meet their personal best. There will be no adverse effects on employment status or employment opportunities if an employee chooses not to participate.

1. Mental Health:

To fulfill this portion of the incentive, an employee will visit a mental health provider for an annual check-up between January 1 and June 30 of the applicable year. The purpose of the check-up is to help the employee identify any potential issues and to give them tools with which they can nurture their own mental health. The Department has been given a list of qualified mental health providers by Dr. Suzanne Best, the Department's Peer Support Clinical Supervisor. Employees would choose for themselves who, from the list, they wish to see.

Like most other doctor's appointments, the information shared during these visits is between the employee and their care provider. To be eligible for the wellness incentive, the only information the Department will receive is the bill for the visit which will include the employee's name as proof of the appointment. Any follow-up regarding the consultation or recommendations made by the provider for further care or treatment will be the employee's responsibility. The Department will only pay for the one check-up visit per year.

Complying with any recommendations made by the provider is completely voluntary on behalf of the employee. The Department will not seek to obtain information regarding the results of

the consultation or any recommendations, unless the employee relies on the consultation or recommendations to request an accommodation or obtain an employment right or benefit.

Because this program is voluntary and is predominantly for the employee's benefit, the time spent by the employee in obtaining the consultation is not work time. Employees will not be paid for that time by the City.

2. Physical Fitness:

There are many aspects of physical fitness that can benefit employees, such as overall health and stress management, that the City would like to promote.

In deciding on a fitness standard, the City looked to the State of Texas, which uses a 2000-meter rowing standard to fulfill a legislative requirement that all sworn police officers must pass on an annual basis. The Concept 2 Rower assists people in achieving high levels of cardiorespiratory fitness. Some of the main advantages to the rowing test (versus others fitness standards) are that it has little to no impact on joints, it is a functional movement, and the likelihood of injury while rowing is very small. The City does not intend to make the rowing standard a mandatory requirement of the job, but will base the fitness portion of its voluntary incentive program on the Texas model.

For example, Texas uses a validated metric that is graduated based on weight, gender, and age. The two variables in the metric for an employee's successful performance of the standard are the speed at which they row and body weight. To improve the performance percentile, an employee must row faster, decrease their weight, or a combination of both. The State of Texas uses a 70% standard on the metric as a minimum standard to be a police officer. The calculator for the metric can be viewed at: (https://www.dps.texas.gov/ETR/concept2RowerCalc.htm). Because the City wants to encourage more than a minimum standard of physical fitness, however, we will use the 75th percentile to fulfill the fitness aspect of the wellness incentive rather than the 70% standard.

Employees who wish to qualify for the incentive will be expected to complete the rowing standard between January 1 and June 30 of the applicable year. Employees who are initially unable to achieve the 75th percentile can still achieve the fitness portion of the incentive by

demonstrating a 15th percentile improvement over their own initial results during the remainder of the six-month period. This will be a one-time only opportunity. After an employee uses the 15% improvement to get the incentive in one year, they will need to meet the regular conditions of the incentive in subsequent years. Additionally, employees who achieve the 85th percentile of the metric will be eligible for an additional $250 (a total of $750 for the annual incentive).

The fitness test will be administered by a proctor who has received training, as identified by the Chief of Police or the Chief's designee.

An employee who believes that he or she needs a reasonable accommodation in order to take the test or to complete the standard should consult with Human Resources. Any request for accommodation will not be used by the City for purposes of fitness for duty inquiries, unless the information results in a concern that the employee has a limitation that poses a direct threat to the health or safety of the employee or others in performing their job duties.

Because this program is voluntary and is predominantly for the benefit of the employee, the time spent taking the test is not work time. Employees will not be paid for their time while they are preparing for the test, and will not be paid for their time while taking the test unless they are granted approval by their supervisor to take the test while on duty.

Summary:

The wellness program is voluntary and as stated above, there will be no adverse effect on employment status or employment opportunities if an employee chooses not to participate. Employees will have the opportunity, between January 1 and June 30 of the applicable year, to complete both portions of the wellness incentive. Upon verification of successfully completing both the mental health and fitness components, the earned incentive will be paid at a total of $500, or $750 if the 85th percentile is reached in the fitness test. The incentive will be paid to employees in the pay period after proof of both requirements are presented to the Police Business Manager.

OREGON CITY

Police Department

320 Warner Milne Road | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-4964 | Fax (503) 655-0530| Non Emergency Police Dispatch: (503) 655-8211

Agreed – October 26, 2018

_____ Brandt Wadsworth, President OCPEA

_____ Jim Band, Police Chief

City of Oregon City | PO Box 3040 | 320 Warner Milne Road | Oregon City, OR 97045
Ph (503) 657-0891 www.orcity.org

ATTACHMENT 1 – EMPLOYEE HEALTH INSURANCE PLAN DESIGN SUMMARIES

Plan Design summaries for medical, hospitalization, dental, and optical insurance effective November 2025:

KAISER PERMANENTE®

Summary of Medical Benefits

All plans offered and underwritten by Kaiser Foundation Health Plan of the Northwest. 500 NE Multnomah St., Suite 100, Portland, OR 97232

8/1/2025 - 7/31/2026

City of Oregon City **Group Number: 1629**

Calendar year is the time period (Year) in which dollar, day, and visit limits, Deductibles and Out-of-Pocket Maximums accumulate.

Deductible	
Self-only Deductible per Year (for a Family of one Member)	None
Individual Family Member Deductible per Year (for each Member in a Family of two or more Members)	None
Family Deductible per Year (for an entire Family)	None
Out-of-Pocket Maximum [1]	
Self-only Out-of-Pocket Maximum per Year (for a Family of one Member)	$600
Individual Family Member Out-of-Pocket Maximum per Year (for each Member in a Family of two or more Members)	$600
Family Out-of-Pocket Maximum per Year (for an entire Family)	$1,200
Office Visits	**You pay**
Routine preventive physical exam	$0
Telehealth (phone/video)	$0 *
Primary Care	$5 for first 3 visits; then $10 for additional visits in the same Year *
Specialty Care	$10
Urgent Care	$30
Tests (outpatient)	**You pay**
Preventive Tests	$0
Laboratory	$0
X-ray, imaging, and special diagnostic procedures	$0
CT, MRI, PET scans	$0
Medications (outpatient)	**You pay**
Prescription drugs (up to a 30 day supply)	$10 generic / $20 brand
Mail Order Prescription drugs (up to a 90 day supply)	$20 generic / $40 brand
Administered medications, including injections (all outpatient settings)	$0
Nurse treatment room visits to receive injections	$10
Maternity Care	**You pay**
Scheduled prenatal care visits and postpartum visits	$0
Laboratory	$0
X-ray, imaging, and special diagnostic procedures	$0
Inpatient Hospital Services	$0
Hospital Services	**You pay**
Ambulance Services (per transport)	$75
Emergency services	$200 (Waived if admitted)
Inpatient Hospital Services	$0
Outpatient Services (other)	**You pay**

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Outpatient surgery visit	$10
Chemotherapy/radiation therapy visit	$10
Durable medical equipment	20% Coinsurance
Physical, speech, and occupational therapies (up to 20 visits per therapy per Year)	$10
Skilled Nursing Facility Services	**You pay**
Inpatient skilled nursing Services (up to 100 days per Year)	$0
Mental Health and Substance Use Disorder Services	**You pay**
Outpatient Services	$5 for first 3 visits; then $10 per visit for additional visits in the same Year *
Inpatient hospital & residential Services	$0
Alternative Care (self-referred)	**You pay**
Acupuncture Services	Not covered
Chiropractic Services	Not covered
Massage Therapy	Not covered
Naturopathic Medicine	$5 for first 3 visits; then $10 for additional visits in the same Year *
Vision Services	**You pay**
Routine eye exam (Covered until the end of the month in which Member turns 19 years of age.)	$10
Vision hardware and optical Services (Covered until the end of the month in which Member turns 19 years of age.)	Not covered
Routine eye exam (For members 19 years and older.)	$10
Vision hardware and optical Services (For members 19 years and older.)	Not covered

[1] Refer to your Evidence of Coverage (EOC) for benefits that may not apply to Out-of-Pocket Maximum.

*First 3 visits (or days) are any combination of in-person or telemedicine Services for primary care non-specialty medical Services, mental health outpatient Services, naturopathic medicine, or Substance Use Plan is subject to exclusions and limitations. A complete list of the exclusions and limitations is included in the Evidence of Coverage (EOC). Sample EOCs are available upon request or you may go to **kp.org/plandocuments**.

Non-participating providers may bill you for any charges in excess of the Allowed Amount (balance billing), except where balance billing is prohibited by law. You are protected from balance billing in connection with emergency services and certain services provided at a participating hospital or ambulatory surgical center. For additional information, visit **https://healthy.kaiserpermanente.org/oregon-washington/support/pay-bills/medical-bills/no-surprises-act.**

Questions? Call Member Services (M-F, 8 am-6 pm) or visit **kp.org.** Portland area: 503-813-2000
All other areas: 1-800-813-2000. TTY, all areas: 711. Language Interpretation Services, all areas: 1-800-324-8010

This is not a contract. This condensed summary of benefits does not fully describe your benefit coverage with Kaiser Foundation Health Plan of the Northwest. For more details on benefit coverage, claims review, and adjudication procedures, please see your EOC or call Member Services. In the case of a conflict between this summary and the EOC, the EOC will prevail.

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KAISER PERMANENTE®

Summary of Dental Benefits

All plans offered and underwritten by Kaiser Foundation Health Plan of the Northwest. 500 NE Multnomah St., Suite 100, Portland, OR 97232

8/1/2025 - 7/31/2026

City of Oregon City **Group Number: 1629**

Benefit Maximum per Calendar Year	
Per Member per Year	None
	You pay
Dental Office Visit Charge – per visit, plus any Cost Share shown below for specific Services	$10
Deductible (Per Calendar Year; applies to all services unless otherwise indicated)	
For one Member per Year	$0
For an entire Family per Year	$0
Preventive and Diagnostic Services (Not subject to or counted toward the Deductible)	
Oral exam	$0
X-rays	$0
Teeth cleaning	$0
Fluoride	$0
Minor Restoration Services	
Routine fillings	$0
Plastic and steel crowns	$0
Simple extractions	$0
Oral Surgery Services	
Surgical tooth extractions	20% Coinsurance
Periodontics	
Treatment of gum disease	20% Coinsurance
Scaling and root planing	20% Coinsurance
Endodontics	
Root canal therapy	20% Coinsurance
Major Restoration Services	
Gold or porcelain crowns	20% Coinsurance
Bridges	20% Coinsurance
Removable Prosthetic Services	
Full upper and lower dentures	20% Coinsurance
Partial dentures	20% Coinsurance
Relines	20% Coinsurance
Rebases	20% Coinsurance
Nitrous oxide (Not subject to or counted toward the Deductible or Benefit Maximum)	
Adults and children age 13 years and older	$25
Children age 12 years and younger	$0
Teledentistry	
Telephone and video visits	$0

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Orthodontics	All Members: 50% of Charges up to the $1,500 Lifetime Benefit Maximum, and 100% of Charges thereafter.

Plan is subject to exclusions and limitations. A complete list of the exclusions and limitations is included in the Evidence of Coverage (EOC). Sample EOCs are available upon request or you may go to **kp.org/plandocuments**.

Questions? Call Member Services (M-F, 8 am-6 pm) or visit **kp.org** Portland area: 503-813-2000
All other areas: 1-800-813-2000. TTY, all areas: 711. Language Interpretation Services, all areas: 1-800-324-8010

This is not a contract. This benefit summary does not fully describe your benefit coverage with Kaiser Foundation Health Plan of the Northwest. For more details on benefit coverage, claims review, and adjudication procedures, please see your EOC or call Member Services. In the case of a conflict between this summary and the EOC, the EOC will prevail.

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SECTION 3. SCHEDULE OF BENEFITS

Look through this section for a quick summary of the Plan's benefits.

You must also read the Benefit Description (Section 7) for more details about any limitations or requirements. Link directly there from the Details column of the table below.

You will find details of the actual benefits in the sections after this summary. You will need to know the conditions, limitations and exclusions of the Plan that are explained there. Prior authorization may be required for some services (see Section 6). Important terms are explained in Section 12.

Cost sharing is the amount you pay. See Section 4 for more information, including an explanation of deductible and out-of-pocket maximum. If you do not use an in-network provider, you may have to pay any amount that is over the maximum plan allowance.

When a benefit has an "annual" or "per year" limit, it will accrue on a calendar year basis unless otherwise specified.

	In-Network Benefits	Out-of-Network Benefits
Calendar year deductible per member	**$200**	
Calendar year deductible per family	**$400**	
Annual maximum medical responsibility per member (includes deductible)	**$500**	**$2,200**
Annual maximum medical responsibility per family (includes deductible)	**$1,000**	**$4,400**
Annual out-of-pocket maximum per member (includes deductible, medical and pharmacy expenses)	**$6,600**	**No maximum**
Annual out-of-pocket maximum per family (includes deductible, medical and pharmacy expenses)	**$13,200**	**No maximum**

Services	Amount You Pay		Section in Handbook & Details
	In-network	Out-of-network	
Urgent & Emergency Care			
Ambulance Transportation			Section 7.2.1
Mental Health/Substance Use Disorder Services	10% (In-network medical responsibility and out-of-pocket maximums apply)		
All Other Services	20% (In-network medical responsibility and out-of-pocket maximums apply)		

Services	Amount You Pay		Section in Handbook & Details
	In-network	Out-of-network	
Emergency Room Facility (includes ancillary services)	$200 per visit In-network medical responsibility and out-of-pocket maximum apply		Section 7.2.2 No copay if admitted to hospital from emergency room
ER professional / ancillary services billed separately	10% after deductible In-network medical responsibility and out-of-pocket maximums apply		No deductible for diagnostic x-ray and lab
Urgent Care Office Visit	$10 per visit	30% after deductible	Section 7.2.3
Preventive Services			
Services as required under the Affordable Care Act, including:	0%	30% after deductible	Section 7.4
Colonoscopy	0%	30% after deductible	Section 7.4.1 One per 10 years, age 45+
Contraception	0%	30% after deductible	Section 7.4.2
Immunizations	0%	30% after deductible	Section 7.4.3
Mammogram	0%	30% after deductible	Section 7.4.8 One per year, age 40+
Pediatric Screenings	0%	30% after deductible	Section 7.4.4 Age/frequency limits apply
Preventive Health Exams	0%	30% after deductible	Section 7.4.5 6 visits in first year of life 7 exams from age 1 to 4 One per year, age 5+
Tobacco Cessation Treatment			Section 7.4.7
Consultation	0%	Not covered	
Supplies		30% after deductible	
Women's Exam & Pap Test	0%	30% after deductible	Section 7.4.8 One per year
Other preventive services, including:			
Screening X-ray & Lab	10%	30% after deductible	Section 7.5.10
Prostate Rectal Exam	$0 per visit	30% after deductible	Section 7.4.6 Once per year, age 50+
Prostate Specific Antigen (PSA) Test	0%		
General Treatment Services			
Anticancer Medication	10% after deductible	30% after deductible	Section 7.5.1
Applied Behavior Analysis	10% after deductible	30% after deductible	Section 7.5.2

Services	Amount You Pay		Section in Handbook & Details
	In-network	Out-of-network	
Behavioral Health Services		30% after deductible	Section 7.5.3 $5, no deductible, for first 3 office visits, including PCP office visits
Detoxification (Detox)	10% after deductible		
Office Visits	$10 per visit		
Intensive Outpatient			
Other Outpatient Services	10% after deductible		
Coordinated Specialty Programs	0%		
Inpatient	10% after deductible		
Partial Hospitalization			
Residential Treatment Program			
Biofeedback	$10 per visit	30% after deductible	Section 7.5.4 10 visits lifetime maximum
Chiropractic Care			Section 7.5.6
Spinal Manipulations	$10 per visit	30% after deductible	20 visits maximum per calendar year
Other Chiropractic Services (x-rays, lab)	10%	30% after deductible	
Dental Injury	10% after deductible	30% after deductible	Section 7.5.8
Diabetes Services	10% after deductible	30% after deductible	Section 7.5.9 Supplies covered under Pharmacy benefits
Diagnostic Procedures, including x-ray and lab		30% after deductible	Section 7.5.10
Outpatient	10%		
Inpatient	10% after deductible		
Advanced Imaging	10% after deductible		
Disease Management for Pain	0%	30% after deductible	Section 7.5.11
Durable Medical Equipment (DME) Supplies & Appliances	10% after deductible	30% after deductible	Section 7.5.12 Limits apply to some DME, supplies, appliances
Hearing Aids & Related Services		30% after deductible	Section 7.5.14 Age/frequency limits apply
Exam	$10		
Other Services	10%		
Home Healthcare	10% after deductible	30% after deductible	Section 7.5.15

Services	Amount You Pay		Section in Handbook & Details
	In-network	Out-of-network	
Hospice Care			
Home Care	10% after deductible	30% after deductible	Section 7.5.16
Inpatient Care	10% after deductible		12 days
Respite Care	10% after deductible		170 hours
Hospital Inpatient Care	10% after deductible	30% after deductible	Section 7.5.17
Hospital Physician Visits	10% after deductible	30% after deductible	Section 7.5.18
Infusion Therapy (Home or Outpatient)	10% after deductible	30% after deductible	Section 7.5.20 Some medications may be limited to certain providers or settings. Certain medications covered under specialty pharmacy benefit.
Kidney Dialysis	10% after deductible	30% after deductible	Section 7.5.21
Office and Home Visits			Section 7.5.26 See also Virtual Care Visits 1st 3 visits combined with behavioral health visits, and including virtual care visits Naturopathic physicians are considered specialists unless credentialed as a PCP
First 3 PCP visits	$5 per visit	30% after deductible	
Additional PCP visits	$10 per visit		
Specialist visits	$10 per visit		
Rehabilitation & Habilitation (Physical, occupational and speech therapy)		30% after deductible	Section 7.5.29 Rehabilitation up to 30 outpatient sessions and 30 inpatient days per year. Up to 60 sessions or days for head or spinal cord injury. Habilitation only covered for mental health conditions
Outpatient	$0 per visit		
Inpatient	10% after deductible		
Skilled Nursing Facility Care	10% after deductible	30% after deductible	Section 7.5.30 100 days per stay

Services	Amount You Pay		Section in Handbook & Details
	In-network	Out-of-network	
Surgery and Invasive Diagnostic Procedures			
Outpatient	10% after deductible	30% after deductible	Section 7.5.31
Inpatient	10% after deductible		
Temporomandibular Joint Syndrome (TMJ)	10% after deductible	30% after deductible	Section 7.5.32 $3,000 lifetime maximum
Therapeutic Injections	10% after deductible	30% after deductible	Section 7.5.33
Therapeutic Radiology	10% after deductible	30% after deductible	Section 7.5.34
Transplants			
Center of Excellence facilities	0%	N/A	Section 7.5.35
Other facilities	30% after deductible	30% after deductible	
Virtual Care Visits	$5 per visit	30% after deductible	Section 7.5.36 Combined with in-person visits (PCP and behavioral health)
Through CirrusMD	$0 per visit	N/A	Log on via modahealth.com/cirrusmd
Maternity Services			
Breastfeeding			
Support and Counseling	0%	30% after deductible	Section 7.6.2
Supplies		0%	
Maternity	10% after deductible	30% after deductible	Section 7.6
Newborn Home Visiting Program	0%	30% after deductible	Section 7.6.5 Visit limits apply
Pharmacy			
Prescription Medication	If you use an out-of-network pharmacy, you must pay any amounts charged above the MPA		Section 7.7
Retail Pharmacy			Up to 30-day supply per prescription $35 max cost share for insulin
Generic Tier	$10		
Brand Tier	$20		
Mail Order Pharmacy			Up to 90-day supply per prescription $105 max cost share for insulin
Generic Tier	$20	Must use a Moda-designated mail order pharmacy	
Brand Tier	$40		

Services	Amount You Pay		Section in Handbook & Details
	In-network	Out-of-network	
Specialty Pharmacy			Up to 30-day supply per prescription for most medications $35 max cost share for insulin
Generic Tier	$10	Must use a Moda-designated specialty pharmacy	
Brand Tier	$20		
Anticancer Medication	0% Must use a Moda-designated pharmacy for mail order and specialty		Section 7.5.1

2025 Delta Dental PPO Plan Benefit Summary

DELTA DENTAL
Delta Dental of Oregon & Alaska

City of Oregon City

Group ID: 10000119

	PPO, Premier and Non-participating providers
Calendar year costs	
Calendar year maximum, per member	$1,500
Calendar year deductible, per member	$0
Calendar year maximum deductible, per family	$0
Class I (Services do not apply to the calendar year max)	
Periodic examinations / x-rays	*1st year - 70% 2nd year - 80% 3rd year - 90% 4th year - 100%
Prophylaxis (cleanings) / periodontal maintenance / fluoride	
Sealants	
Space maintainers	
Athletic mouth guards	
Class II	
Restorative fillings	*1st year - 70% 2nd year - 80% 3rd year - 90% 4th year - 100%
Oral surgery (extractions & certain minor surgical procedures)	
Endodontics (treatment of teeth with diseased or damaged nerves)	
Periodontics (treatment of diseases of the gums and supporting structures of the teeth)	
Class III	
Implants	50%
Crowns and other cast restorations	50%
Dentures and bridges (construction or repair of fixed bridges, partial, and complete dentures)	50%
Orthodontia (All ages)**	
Lifetime maximum	$1,500
What members pay	50%

Your plan includes access to the Health through Oral Wellness® program. This patient-centered program provides enhanced benefits designed to help you maintain better oral health through education and evidence-based preventive care. Based on your risk score, you could qualify for additional cleanings, fluoride treatments, and sealants.

*Under this plan, payments increase by 10% each calendar year provided the individual has visited the dentist at least once during the year. Failure to do so will cause a 10% reduction in payment the following year, although payment will never fall below 70%.

**See your member handbook for specific orthodontia benefits.

This is a benefit summary only. For a more detailed description of benefits, refer to your member handbook.

Delta Dental Customer Service 888-217-2365 - Access your Member Dashboard at DeltaDentalOR.com

AP0

How to use this dental plan

For In-Network benefits, members select a Delta Dental PPO or Premier dentist from our directory which is on our website at www.modahealth.com. Each family member may choose a different dentist.

When the member visits:

Delta Dental PPO Dentists:
Benefits are paid at the PPO benefit level. Members are held harmless from balance billing (will not be billed for the difference between the dentist's billed charge and the Delta Dental PPO fee).

Delta Dental Premier Dentist, Non PPO:
Benefits are paid at the Premier benefit level. Members are held harmless from balance billing (will not be billed for the difference between the dentist's billed charge and the Delta Dental negotiated fee).

Non Participating Dentists:
Benefits are paid at billed charges.

Limitations

If a more expensive treatment than is functionally adequate is performed, Delta Dental Plan of Oregon will pay the applicable percentage of the maximum plan allowance for the least costly treatment.

Preventive (Class I Services)

- **Diagnostic** Routine or comprehensive examinations or consultations are limited to 2 per calendar year. Complete series x-rays or a panoramic film are covered once in any 3-year period.
- **Preventive** Prophylaxis (cleanings) are limited to 3 procedures per member, per year. An additional periodontal maintenance cleaning is covered for members with periodontal disease. Topical applications of fluoride are limited to a combined total of 4 applications per calendar year. Sealant benefits are limited to the unrestored, occlusal surfaces of permanent molars. Sealants are limited to one sealant, per tooth, during any 5-year period.
- Athletic mouth guards are limited to one per lifetime for enrolled members age 18 and younger. Over-the-counter athletic mouth guards are excluded.

Basic (Class II Services)

- **Oral Surgery** Limited to extractions and other minor surgical procedures.
- **Restorative** Amalgam and composite fillings are covered for all teeth. A separate charge for general anesthesia and/or IV sedation is not covered when used for non-surgical procedures.
- **Periodontic** Scaling and root planing is limited to once per quadrant in any 2-year period.

Major (Class III Services)

- **Implants** and implant removal are limited to once per lifetime per tooth space.
- **Restorative** Cast restorations (including pontics) are covered once in a 5-year period on any tooth.
- **Prosthodontic** A bridge or denture (full or partial, including alternate benefits) will be covered once in a 5-year period only if the tooth, tooth site, or teeth involved have not received a cast restoration benefit in the past 5 years. Specialized or personalized prosthetics are limited to the cost of standard devices.

Exclusions

- Services covered under worker's compensation or employer's liability laws and services covered by any federal, state, county, municipality or other governmental agency, except Medicaid.
- Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic reasons; including, but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis and disturbance of the temporomandibular joint.
- Services for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth except for occlusal guards.
- Occlusal Guards (night guards).
- Services started prior to the date the individual became eligible for services under the program.
- Hypnosis, prescribed drugs, premedications or analgesia (e.g. nitrous oxide) or any other euphoric drugs.
- Hospital costs or any additional fees charged by the dentist because the patient is hospitalized.
- General anesthesia and/or IV sedation except when administered by a dentist in conjunction with covered oral surgery in his or her office.
- Plaque control and oral hygiene or dietary instructions.
- Experimental procedures.
- Missed or broken appointments.
- Precision attachments.
- Services for cosmetic reasons.
- Claims submitted more than 12 months after the date of service are not covered.
- All other services or supplies, not specifically covered.

DELTA DENTAL

Nondiscrimination notice

We follow federal civil rights laws. We do not discriminate based on race, religion, color, national origin, age, disability, gender identity, sex or sexual orientation.

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

If you need any of the above, call:

888-217-2365 (TDD/TTY 711)

If you think we did not offer these services or discriminated, you can file a written complaint. Please mail or fax it to:

Delta Dental of Oregon and Alaska
Attention: Appeal Unit
601 SW Second Ave.
Portland, OR 97204
Fax: 503-412-4003

Scott White coordinates our nondiscrimination work:

Scott White,
Compliance Officer
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

If you need help filing a complaint, please call Customer Service.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone:

U.S. Department of Health
and Human Services
200 Independence Ave. SW, Room 509F
HHH Building, Washington, DC 20201

800-368-1019, 800-537-7697 (TDD)

You can get Office for Civil Rights complaint forms at hhs.gov/ocr/office/file/index.html.

DeltaDentalAK.com | DeltaDentalOR.com

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2688-NDS-DD (06/23)

DELTA DENTAL
Delta Dental of Oregon & Alaska

ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجانًا. اتصل برقم 1-877-605-3229 (الهاتف النصي: 711)

بولتے ہیں تو لسانی (URDU) توجہ دیں: اگر آپ اردو اعانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ پر کال کریں 1-877-605-3229 (TTY: 711)

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

توجه: در صورتی که به فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما موجود است. با 1-877-605-3229 (TTY: 711) تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistenzdienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229（TYY、テレタイプライターをご利用の方は711）までお電話ください。

અગત્યનું: જો તમે (ભાષાંતર કરેલ ભાષા અહીં દર્શાવવો) બોલો છો તો તે ભાષામાં તમારે માટે વિના મૂલ્યે સહાય ઉપલબ્ધ છે. 1-877-605-3229 (TTY: 711) પર કૉલ કરો

ໂປດຊາບ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

ក្រវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយក្រុមការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือด้านภาษาได้ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le totogia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti Ilocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)

CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, May 7, 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: 9 - City Manager Tony Konkol, Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Police Chief Shaun Davis, Public Works Director Dayna Webb, Economic Development Manager James Graham, Communications Manager Jarrod Lyman, Finance Director Matt Zook, Human Resources Director Patrick Foiles, Project Engineer Kenneth Cannady-Shultz

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Oath of Office for New Oregon City K-9 Officer

Chief Davis introduced new canine officer, Alfie. Mayor McGriff administered the Oath of Office to Alfie.

b. Oath of Office for New Oregon City Police Officer

Chief Davis introduced new police officer Jesse Olivares. Mayor McGriff administered the oath of office to Officer Olivares.

c. Preservation Month

Mayor McGriff read the proclamation declaring May 2025 as National Historic Preservation Month.

d. Frontline Worker Appreciation Month

Commissioner Wilson read the proclamation declaring May 2025 as Frontline Worker Appreciation Month.

e. National Public Works Week Proclamation

Commissioner Marl read the proclamation declaring May 18-24, 2025, as National Public Works Week.

Mayor McGriff announced the City received an excellence award from the League of Oregon Cities for their Inflow & Infiltration reduction project.

f. Police Week & Peace Officers Memorial Day

Commissioner Smith read the proclamation declaring May 11-17, 2025, as Police Week and May 15, 2025, as Peace Officers Memorial Day.

4. PUBLIC COMMENTS

Cyrus Zamani, resident of Oregon City, discussed his experiences with the Economic Development Department. He said he had applied for a grant, but funds had already been allocated before the application deadline and before all applicants had been considered. He had requested specific insurance language and staff responded with incorrect information, further delaying the event. He thought Economic Development Manager James Graham's conduct and statements should be investigated, fair and transparent grant procedures should be established, small business applicants should be treated equitably, and the city should clarify what counts as successful completion regarding the City-sponsored public event program

5. PRESENTATIONS

a. Community DEI Task Force Update

Darcy Southall, Heidi Blackwell, and Linda Smith, members of the DEI Task Force, discussed the membership and efforts of the Task Force. They noted that engagement dropped from meeting to meeting. There was no clear vision or goal for the Task Force. They said that the remaining members did express a desire to continue the Task Force.

The Task Force recommended permanent status of the Task Force as a Community DEI Advisory Group with an official staff liaison for collaboration. The Advisory Group would create a multicultural and heritage calendar build community partnerships, and engage the community through events, programs, and listening sessions.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Mitchell, and Commissioner Wilson
NO: None

a. Public Improvement Contract with S-2 Contractors, Inc. for the 2025 Oregon City Roadway Reconstruction Project (PMUF) (CI 24-006)

b. Amendment No. 1 to the Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 Roadway Reconstruction Project (PMUF) (CI 24-006)

c. Resolution 25-08, Vacating a Portion of Public Utility Easement on 654 Warner Parrott Road

d. Personal Services Agreement with Wallis Engineering for the Main Street 10th to 15th Streetscape Improvements Project (CI 25-002)

e. Public Improvement Contract with Valley Slurry Seal International for the 2025 Preventative Pavement Maintenance Type II Slurry Seal (CI 25-001)

f. Intergovernmental Agreement with Clackamas County for Supportive Services Community Court Grant

Commissioner Mitchell suggested bringing some of the engineering services for recurring projects in-

house instead of paying consultants every year. Dayna Webb, Public Works Director, said they had done in-house design for two smaller projects. They typically outsourced projects to keep staffing consistent.

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

Mayor McGriff added an item onto the agenda for a request from Doug Neeley.

Doug Neeley, resident of Oregon City, discussed a funding request from the Oregon City Heritage Coordinating Committee for a banner and bus at the Grand Floral Parade on June 7, 2025. The banner recognized the 200th anniversary of Fort Vancouver, and flowers and signs of historic sites in Oregon City would be placed on a bus. He asked for $900 to pay for the associated costs.

Mayor McGriff said that the Committee had also appeared before the City Commission at the last minute asking for money last year. She had told them then that it was inappropriate because it set a bad precedent. Commissioner Marl said that because this is an annual request, it should be brought up during a budget meeting.

Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the request for $900 to come from the Transient Lodging Tax, contingent on the Oregon City logo being added to the banner and the script promote Oregon City and its connection to Fort Vancouver. The motion carried by the following vote:

Commissioner Smith said that the city needed a larger discussion about a process to deal with events and tourism. Commissioner Marl added that this application was lacking many of the things that the Commission would require of anyone else requesting funds, like a detailed budget. He also questioned if the link between Fort Vancouver and Oregon City was well-known enough to make this a worthwhile investment.

YES: Commissioner Smith, Mayor McGriff, and Commissioner Mitchell
NO: Commissioner Marl and Commissioner Wilson

a. Sanitary Sewer Infrastructure Rehabilitation within City Charter Parks

Mrs. Webb said this was a request for the Commission to provide direction on how to proceed with sanitary sewer Inflow & Infiltration Reduction Program work within the City's charter parks. She showed a summary of which charter parks were anticipated to be impacted and the potential methods that could be used.

Carrie Richter, City Attorney, explained that the City Charter required voter approval to take certain actions in charter parks. In this case, the issue was whether the replacement of the existing lines would require voter approval. She did not think voter approval was required, as these were existing lines that should be allowed to continue to function for park purposes and nothing new was being constructed. She mentioned that there was a related question of whether things below the surface, like pipes, were structures, but the Commission did not need to decide that at this meeting.

There was discussion about the work being routine and ordinary maintenance and making sure the tree removal process was followed if any trees were to be impacted by this work.

Motion by Commissioner Marl, seconded by Commissioner Wilson, to conclude there was no vote of the public required to allow for the I&I work to occur in the charter parks and to follow the tree removal process. 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 –

Mrs. Richter said Bill Kabeiseman was retiring and his last meeting would be May 21, 2025.

Commissioners –

Commissioner Marl reported on the League of Oregon Cities Board of Directors meeting where the Oregon Government Ethics Commission's (OGEC) advice on serial meetings was discussed. OGEC advised that City Commissioners not discuss issues with each other, city staff, or constituents. OGEC also advised that any City Commissioner who receives payment or reimbursement from their city should recuse themself from city budget discussions.

Mayor –

Mayor McGriff would be visiting schools to talk about the Youth Advisory Commission. A student from Oregon City won 2nd place in the statewide If I Were Mayor contest.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:44 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:**	March 4, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:
Item 9.a. - Second Reading of Ordinance No. 26-1001, Vacating Public Rights-Of-Way of an Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard

STAFF RECOMMENDATION:
Commission approves Ordinance No. 26-1001, vacating public rights-of-way of an alley and portions of Fifth and Main Street, located West of McLoughlin Boulevard for final adoption.

EXECUTIVE SUMMARY:
On February 18, 2026, the Commission conducted the first reading of Ordinance No. 26-1001, vacating public rights-of-way of an alley and portions of Fifth and Main Street, located West of McLoughlin Boulevard and held the required public hearing. Tonight's action is the second reading, after which the Commission may consider the ordinance for final adoption.

BACKGROUND:
On December 4, 2025, the Confederated Tribes of the Grand Ronde Community of Oregon (CTGR), the current property owners of tumwata village, petitioned the City to vacate a public alley right-of-way (ROW) and portions of Fifth and Main Street, located west of McLoughlin Boulevard. The site is the former Blue Heron Paper Mill, now known as *tumwata village*.

In 2014, the City adopted the Willamette Falls Legacy Project Master Plan (CP 14-02), a long-range planning framework for redeveloping the 23-acre former paper mill site near Willamette Falls. The plan was developed through a partnership of government agencies and community stakeholders and established goals and guidance for future redevelopment, public access, habitat restoration, economic revitalization and integration of the area with downtown Oregon City and the riverfront.

CTGR acquired the site in 2019 and pursued its own vision for tumwata village, rooted in Tribal cultural values, stewardship, healing and community connection. Since the previous Willamette Falls Legacy Project Master Plan did not reflect the Tribe's cultural, ecological or community priorities, CTGR updated its vision documents and worked with the City to amend CP 14-02.

On January 27, 2025, the Oregon City Planning Commission approved Application No. GLUA-24-00027, a Type III Land Use application, amending the Willamette Falls Legacy Project Master Plan to align with CTGR's vision and cultural priorities. The amended plan establishd the framework and development standards for tumwata village, addressing open space, public access, and mixed-use development without approving any specific buildings or

construction projects.

To further its plans for tumwata village, CTGR petitioned the City on December 4, 2025, to vacate the existing public ROW alley (between Fifth and Main Street) and portions of Fifth and Main Street, west of McLoughlin Boulevard, located on this site in support of the amended Master Plan. In accordance with ORS 271.80, CTGR submitted a completed ROW vacation petition, to include only their signatures, as the tumwata village property will be the only other property directly affected by this vacation. CTGR requests the vacation for the following reasons:

5th Street & Main Street: Vacating the ROW will allow for a private street, designed and built in accordance with the CTGR Master Plan, enabling flexible street layouts and pedestrian-focused, culturally, and environmentally sensitive design rather than strict adherence to City street standards. The vacation will also ensure consistent ownership and maintenance of the streets and private utilities contained within the site.

Alley: The 10-foot-wide alley contains no utilities and is not used or needed by the City, or any franchise utility providers, including electric, natural gas, and telecommunications services. Vacating the ROW will allow for future development consistent with the approved CTGR Master Plan; enable construction of a proposed parking structure that would otherwise be impeded; and support future parking needs for both tumwata village and downtown Oregon City.

Staff reviewed the petition using the following criteria:

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

Staff determined that the proposed petition satisfies all required statutory requirements and City conditions for the proposed vacation. The City Commission approved Resolution No. 26-01 on January 21, 2026, initiating vacation proceedings, authorizing lawful public notice, and established a public hearing date for February 18, 2026.

Following that meeting, public notice was published in The Oregonian on February 2 and February 9, 2026, and two public notice placards were posted at or near the proposed vacation area, satisfying the statutory public notice requirement of ORS 271.110. No public comments were received during the notification period. On February 18, 2026, the Commission held a public hearing and approved Ordinance No. 26-1001 on first reading. No public comments were received at the hearing.

For these reasons and based on the justification provided by the Confederated Tribes of the Grand Ronde Community of Oregon for the proposed ROW vacation, staff support the approval and final adoption of Ordinance No. 26-1001, vacating public rights-of-way of an alley and portions of Fifth and Main Street, located West of McLoughlin Boulevard. Upon

completion of the vacation, a certified copy of the ordinance will be filed for record with the Clackamas County clerk in accordance with ORS 271.150.

OPTIONS:

1. Approve Second Reading of Ordinance No. 26-1001, Vacating Public Rights-Of-Way of an Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard.
2. Approve Second Reading of Ordinance No. 26-1001, Vacating Public Rights-Of-Way of an Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard with Amendments.
3. Deny Second Reading of Ordinance No. 26-1001, Vacating Public Rights-Of-Way of an Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard and provide further direction.

BUDGET IMPACT:

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

ORDINANCE NO. 26-1001

AN ORDINANCE OF THE CITY OF OREGON CITY VACATING PUBLIC RIGHTS-OF-WAY OF AN ALLEY AND PORTIONS OF FIFTH AND MAIN STREET, LOCATED WEST OF MCLOUGHLIN BOULEVARD

WHEREAS, On December 4, 2025, The Confederated Tribes of the Grand Ronde Community of Oregon (CTGR) property owners of the 23-acre site, *tumwata village* (formerly Blue Heron Paper Mill), filed a petition to vacate portions of three public rights-of-way (ROW); and

WHEREAS, the portion of Fifth Street ROW proposed for vacation is more particularly described in **Exhibit A** and depicted in **Exhibit B,** which exhibits are attached to this Ordinance and incorporated herein by reference; and

WHEREAS, the proposed portion of Main Street and the entire 10-foot alley ROW proposed for vacation are more particularly described in **Exhibit C** and depicted in **Exhibit D,** which exhibits are attached to this Ordinance and incorporated herein by reference; and

WHEREAS, the Oregon City Public Works Department has determined that the vacation of the rights-of-way do not conflict with their intended uses as a local street or for other public purposes; and

WHEREAS the Oregon City Public Works Department's review of the petition determined that consent has been obtained from adjacent property owners; and

WHEREAS the Oregon City Public Works Department's review of the petition determined that the proposed vacation of the Subject ROW is in the best public interest; and

WHEREAS, on January 21st, 2026, the Oregon City Commission adopted Resolution No. 26-01, initiating ROW vacation proceedings for the proposed Subject ROW vacation and established February 18th, 2026 for consideration of the First Reading Ordinance No. 26-1001 and public hearing for the proposed Subject ROW vacation; and

WHEREAS, in accordance with ORS 271.110, legal notice of the proposed Subject ROW vacation and public hearing date was published in *The Oregonian* newspaper on February 2 & 9, 2026 and signs were posted at or near each end the Subject Right-of-Way within five days of the newspaper publication; and

WHEREAS, on February 18, 2026, a public hearing was held for the proposed Subject ROW vacations; and

WHEREAS, no objections or comments were received during the public notice period nor at the public hearing; and

WHEREAS, the Commission found that the proposed Subject ROW vacation serves the public's best interest, will not adversely impact adjacent property owners; and

WHEREAS, upon completion of the vacation, a certified copy of the ordinance vacation will be filed with the Clackamas County clerk in accordance with ORS 271.150; and

WHEREAS, the provisions of Oregon Revised Statute 271.140 governing public rights-of-way vacations shall apply to this proposed vacation.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The portion of Fifth Street ROW proposed for vacation, more particularly described in **Exhibit A** and depicted in **Exhibit B**, which exhibits are attached to this Ordinance and incorporated herein by reference is hereby vacated.

Section 2. The proposed portion of Main Street and the entire 10-foot alley ROW proposed for vacation, more particularly described in **Exhibit C** and depicted in **Exhibit D,** which exhibits are attached to this Ordinance and incorporated herein by reference, is hereby vacated.

Section 3. This ordinance shall take effect 30 days from the date of adoption.

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

_____
DENYSE C. MCGRIFF
Mayor

Attested to this 4th day of March 2026,

_____
Jakob Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney

5th Street Vacation

Exhibit A

A portion of 5th Street in Oregon City, Clackamas County, Oregon in accordance with the duly recorded plat of OREGON CITY as follows: Beginning at the most Easterly corner of Lot 8 , Block 3; thence North 53° 40’ 16” West, along the Northeasterly line of said Block 3 105.00 feet, to the most Northerly corner of Lot 8, Block 3; thence North 53° 40’ 16” West, continuing on the Northwesterly extension of said block line 60.00 feet to the Northwesterly Right of Way line of the vacated Water Street; thence North 36° 19’ 44” East 60.00 feet to the Northwesterly extension of the Southwesterly line of Block 4 of said Plat; thence South 19° 36’ 14” East 92.98 feet; thence South 86° 17’ 44” East 15.00 feet; thence South 41° 40’ 45” East 77.03 feet to the point of beginning.

Vacation contains ± 3,370 SQ/FT

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2006
JON K. BROADWATER
61360

RENEWAL 12/31/2025

EXHIBIT B

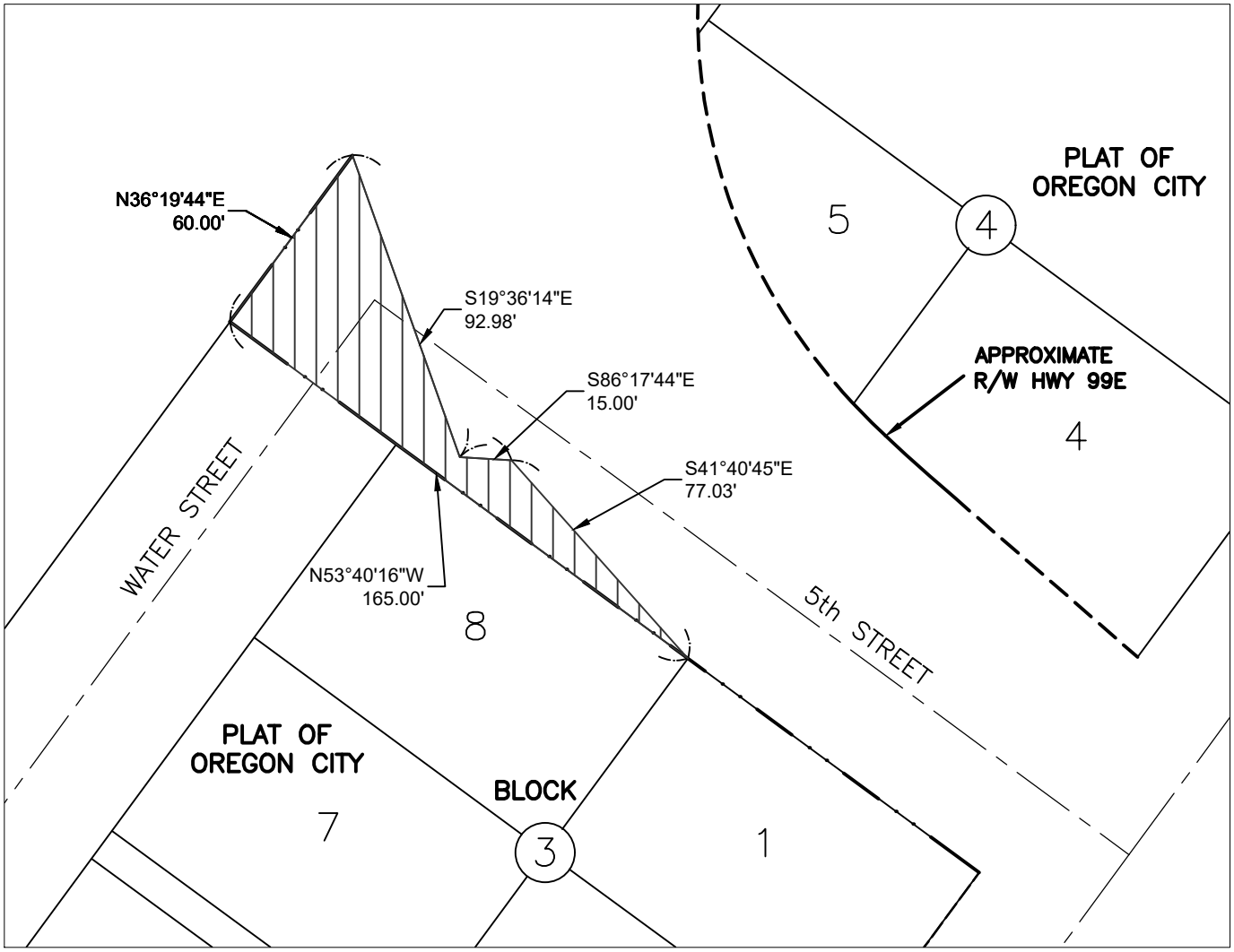
EXHIBIT B
Ord No. 26-1001

A STREET VACATION BEING A PORTION OF 5TH STREET, OREGON CITY
SITUATED IN THE NORTHWEST QUARTER OF SECTION 31
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.

N

0 50 100 Feet

5th STREET VACATION



SEE ATTACHED LEGAL DESCRIPTION

STREET VACATION
3,370± *SQ FT*

CITY OF OREGON CITY
5TH STREET

CHECKED BY: MTR DATE: 9-30-2025

3 Point Geomatics
8910 SE Fuller Road
Happy Valley, Oregon 97086

Main Street Vacation

Exhibit A

A portion of Main Street in Oregon City, Clackamas County, Oregon in accordance with the duly recorded plat of OREGON CITY as follows: Beginning at the most Easterly corner of Lot 3, Block 3; thence Northeasterly along the Southeasterly line of said Block, 134.58 feet; thence South 53° 40' 16" East 64.00 feet to the northwesterly line of Block 27 of said plat; thence Southwesterly along the northwesterly line of said Block, 134.66 feet to the most Northerly corner of Lot 6, Block 27; thence Northwesterly along the extension of Northwesterly line of Lot 6, Block 27 to the point of beginning.

Along with all of the 10 foot alley running through Block 27 of said plat, running between the southeasterly line of Main Street and the Southeasterly line of said Block.

Vacation contains ± 10,554 SQ/FT

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2006
JON K. BROADWATER
61360

RENEWAL 12/31/2025

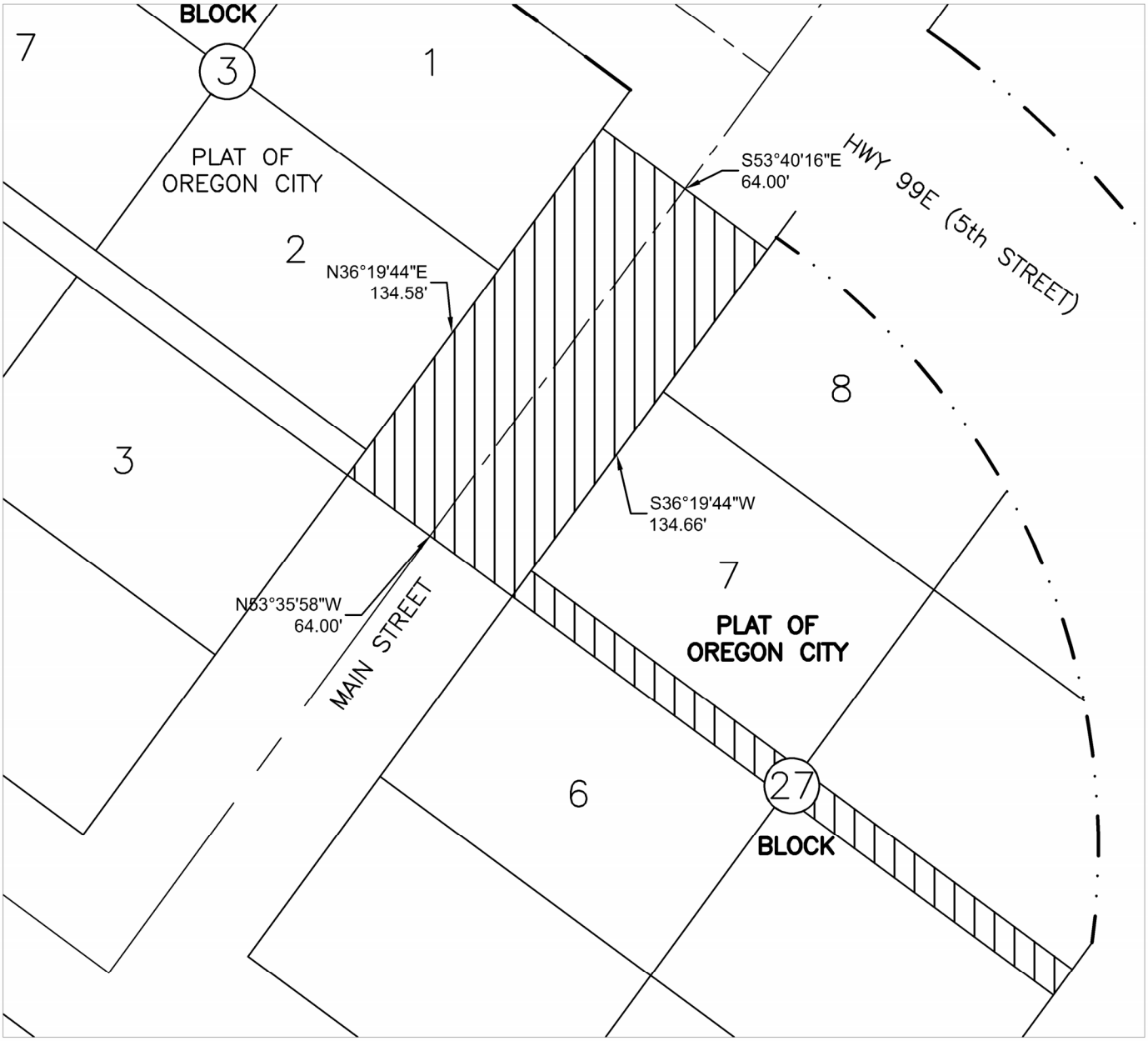
EXHIBIT B

EXHIBIT D
Ord. No. 26-1001

A STREET VACATION BEING A PORTION OF MAIN STREET, OREGON CITY
SITUATED IN THE NORTHWEST QUARTER OF SECTION 31
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.

N

0 50 100 Feet



SEE ATTACHED LEGAL DESCRIPTION

STREET VACATION
10,554± SQ FT

CITY OF OREGON CITY
MAIN STREET AND ALLEY VACATION

CHECKED BY: MTR DATE: 9-30-2025

8910 SE Fuller Road
Happy Valley, Oregon 97086

RESOLUTION NO. 26-01

A RESOLUTION INITIATING PROCEEDINGS TO VACATE CERTAIN PUBLIC RIGHTS-OF-WAY, CONSISTING OF AN ALLEY AND PORTIONS OF FIFTH AND MAIN STREET, LOCATED WEST OF MCLOUGHLIN BOULEVARD AT TUMWATA VILLAGE AND ESTABLISHING A PUBLIC HEARING DATE FOR FEBRUARY 18, 2026

WHEREAS, On December 4, 2025, The Confederated Tribes of the Grand Ronde Community of Oregon (CTGR) property owners of the 23-acre site, *tumwata village* (formerly Blue Heron Paper Mill), filed a petition to vacate portions of three public rights-of-way (ROW); and

WHEREAS, the portion of Fifth Street ROW proposed for vacation is more particularly described in **Exhibit A** and depicted in **Exhibit B,** which exhibits are attached to this Resolution and incorporated herein by reference; and

WHEREAS, the proposed portion of Main Street and the entire 10-foot alley ROW proposed for vacation are more particularly described in **Exhibit C** and depicted in **Exhibit D,** which exhibits are attached to this Resolution and incorporated herein by reference; and

WHEREAS, the Oregon City Public Works Department has determined that the vacation of the rights-of-way do not conflict with their intended uses as a local street or for other public purposes; and

WHEREAS, the Public Works Department has further determined that the proposed ROW vacations are not detrimental to the surrounding properties; and

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

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

WHEREAS, proceedings for the proposed portion of Main Street, the entire 10-foot alley ROW and portions of Fifth Street proposed for ROW vacations are hereby initiated by the City Commission; and

WHEREAS, the City Commission hereby sets a public hearing on the proposed ROW vacations for Wednesday, February 18, 2026, at 7:00 PM in the Hanlon Commission Chambers - Libke Public Safety Facility, 1234 Linn Avenue, Oregon City, Oregon, at which time and place any objections or claims concerning the proposed vacation will be heard; and

WHEREAS, The City Commission hereby directs that lawful notice of this public hearing be provided, in accordance with ORS 271.

NOW, THEREFORE, BE IT RESOLVED

The City Commission of Oregon City, Oregon, approval of Resolution No. 26-01, initiates the proceedings to vacate the above-described public rights-of-way described in Exhibit A and Exhibit C, and shown in Exhibit B and Exhibit D.

Section 1. This Resolution shall take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of January 2026.

DENYSE C. MCGRIFF
Mayor

Attested to this 21st day of January 2026:

Jakob Wiley, City Recorder

Approved as to legal sufficiency:

City Attorney

CITY OF OREGON CITY

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

Staff Report

To:	City Commission	**Agenda Date:**	March 4, 2026
From:	James Graham, Economic Development Manager		

SUBJECT:
Item 9.b. - First Reading of Ordinance No. 26-1007, Arts Commission and Mural Code Update

STAFF RECOMMENDATION:
Approve the First Reading of Ordinance No. 26-1007

EXECUTIVE SUMMARY:
The City Commission reviewed input from both the Arts Commission and the City's legal counsel at a City Commission work session on February 10, 2026. Copies of the revised Municipal Codes are attached to this report, showing the changes highlighted in red, as well as incorporated revisions.

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

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

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

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

<u>Municipal Code Chapter 2.26</u>:
The proposed amendments to Chapter 2.26 were largely made for the purpose of clarifying and updating older language. Clarifications and recommended changes include such topics as:
* the nature and scope of membership,

* the terms of service,
* the identification of officers, and
* the quorum requirements.

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

Municipal Code 15.28.090 Public Art Murals:
The Arts Commission proposes several amendments to this section. The major highlights include:

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

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

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

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

OPTIONS:

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

BUDGET IMPACT:

N/A

ORDINANCE NO. 26-1007

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Mayor Denyse C. McGriff

Attested to this _____ day of _____2026:

_____
Jakob Wiley, City Recorder

Approved as to legal sufficiency:

_____
City Attorney

Exhibits:
Exhibit A – Amended Sections of OCMC 2.26
Exhibit B – Amended Sections of OCMC 15.29.090

EXHIBIT A

Chapter 2.26 ARTS COMMISSION

2.26.010 Created

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

2.26.020 Members - Terms

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

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

2.26.030 Officers

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

2.26.040 Meetings, Quorum and Voting

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

2.26.045 Annual Report

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

2.26.050 Rules and Regulations

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

2.26.060 Purpose and Mission

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

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

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

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

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

2.26.070 Powers and Duties

A. The arts commission does not have the power to independently incur financial or contractual obligations on behalf of the City of Oregon City.

B. The arts commission may review and recommend the approval of grant applications for funding public art within the city or other expenditures within the scope of its mission for the city manager or their designee's approval. If the city manager/ designee or any grant applicant disputes the grant award recommendation provided by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.

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

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

2.26.080 Policies

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

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

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

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

EXHIBIT B

15.28.090 Public art murals.

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

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

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

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

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

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

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

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

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

ii. Minor changes resulting from routine maintenance or repair.

iii. Slight and unintended deviations from the original when repairing the mural due to time or vandalism.

iv. Replication of an identical or substantially similar public art mural made necessary because of replacement, repair, or renovation of the exterior wall on which the public art mural is displayed. To qualify for this exception, the replicated public art mural must be fully installed within three years after its initial removal.

5. No public art murals shall be allowed on single-family dwellings, duplexes, tri- or quadplexes, designated historic structures that were originally constructed for residential use, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, tri- or quadplexes, or multi-family dwellings do not include mixed-use buildings which contain commercial space in addition to single-family dwellings, duplexes, or multi-family dwellings.

6. Public art murals shall only be permitted within approved zoning districts.

a. Approved zoning districts include:

i. General Commercial.

ii. Mixed Use Downtown.

iii. Mixed Use Corridor 1.

iv. Mixed Use Corridor 2.

v. Willamette Falls Downtown District.

vi. Institutional.

b. Any use that is listed under permitted uses in the institutional district in Section 17.39.020 but located in a non-institutional zone.

7. The public art mural shall be applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and surface stability. If placed on a wall, no part of

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

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

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

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

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

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

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

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

D. Approval Process.

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

2. Notice of the application and the hearing date shall be published online and mailed to the applicant, recognized neighborhood association(s) and property owns within three hundred feet of the proposed mural location. Notices shall be issued at least twenty days pre-hearing, and the staff report and mural documents shall be available at least seven days pre-hearing. At the evidentiary hearing held before the arts commission, all issues related to the Oregon City Municipal Code shall be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.

3. In the absence of an active arts commission, the city commission will review the proposal through the public hearing process described in subsection 15.28.090.C.1.

D. Appeal Process

1. The decision is appealable to the city commission on the record. Notice of the appeal shall be received in writing by the economic development department within fourteen calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.

2. All of the following shall be included as part of the notice of appeal:

   a. The city file number and date the decision to be appealed was rendered;

   b. The name, mailing address and daytime telephone number for each appellant;

   c. A statement of how each appellant has an interest in the matter and standing to appeal;

   d. A statement of the specific grounds for the appeal;

   e. The Appropriate Appeal Fee. Failure to include the appeal fee within the appeal period is deemed to be a jurisdictional defect and will

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

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

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

   a. The file number and date of the decision being appealed;

   b. The time, date and location of the public hearing;

   c. The name of the applicant, owner and appellant (if different);

   d. The street address or other easily understood location of the subject property;

   e. A description of the permit requested and the applicant's mural proposal;

   f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;

   g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;

   h. A general explanation of the requirements for participation and the city's hearing procedures.

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

2.26 ARTS COMMISSION

2.26.010 **Created**.

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

2.26.020 **Members— - Terms**.

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

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

2.26.030 **Officers**.

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

2.26.040 Secretary— **Meetings -, Quorum. and Voting**

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

2.26.050 Meetings—Voting.

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

2.26.060 Rules and regulations.045 Annual Report

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

2.26.050 Rules and Regulations

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

2.26.070 Powers060 Purpose and duties.Mission

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

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

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

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

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

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

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

B2.26.070 Powers and Duties

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

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

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

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

2.26.080 Policies.

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

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

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

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

2.26 ARTS COMMISSION

2.26.010 Created

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

2.26.020 Members - Terms

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

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

2.26.030 Officers

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

2.26.040 Meetings, Quorum and Voting

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

2.26.045 Annual Report

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

2.26.050 Rules and Regulations

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

2.26.060 Purpose and Mission

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

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

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

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

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

2.26.070 Powers and Duties

A. The arts commission does not have the power to independently incur financial or contractual obligations on behalf of the City of Oregon City.

B. The arts commission may review and recommend the approval of grant applications for funding public art within the city or other expenditures within the scope of its mission for the city manager or their designee's approval. If the city manager/ designee or any grant applicant disputes the grant award recommendation provided by the arts commission, the decision may be appealed to the city commission. The city commission's decision is the final decision.

C. The arts commission may identify and pursue grants or additional resources to support its mission or to fund public art on city-owned resources, as approved by the city manager or city commission. If the city manager or designee disputes the management of

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

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

2.26.080 Policies

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

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

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

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

15.28.090 Public art murals.

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

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

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

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

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

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

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

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

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

ii. Minor changes resulting from routine maintenance or repair.

iii. Slight and unintended deviations from the original when repairing the mural due to time or vandalism.

iv. Replication of an identical or substantially similar public art mural made necessary because of replacement, repair, or renovation of the exterior wall on which the public art mural is displayed. To qualify for this exception, the replicated public art mural must be fully installed within three years after its initial removal.

5. No public art murals shall be allowed on single-family dwellings, duplexes, ~~3—4 plexes~~tri- or quadplexes, designated historic structures that were originally constructed ~~as a~~for residential use, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, ~~3—4 plexes~~tri- or quadplexes, or multi-family dwellings do not include mixed-use buildings which contain ~~a~~commercial space in addition to single-family ~~dwelling, duplex~~dwellings, duplexes, or multi-family dwellings.

~~3~~6. Public art murals shall only be permitted within approved zoning districts.

a. Approved zoning districts include:

i. General Commercial.

ii. Mixed Use Downtown.

iii. Mixed Use Corridor 1.

iv. Mixed Use Corridor 2.

v. Willamette Falls Downtown District.

vi. Institutional.

b. Any use that is listed under permitted uses in the institutional district in Section 17.39.020 but located in a non-institutional zone.

~~4~~7. The public art mural shall be ~~painted, or if ceramic, glass tiles, tesserae, or metal,~~ applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and

surface stability. ~~No~~If placed on a wall, no part of the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

~~5~~8. No part of the public art mural shall be placed over the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.

~~6~~9. No public art mural may contain electrical components~~, three dimensional structural elements~~; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance, image or message of the public art mural.

~~7~~10. Public art murals shall be located in a manner that is visually accessible to the public.

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

~~9~~11. The submitted design for a public art mural must be an original artwork conceived and created by the submitting artist or artist team. Art that is generated or assisted by artificial intelligence (AI), or mechanically reproduced (e.g., photocopies, mass-produced prints, stencils used for bulk replication, large-scale transfers), is not permitted. If the artist or artist team intends to produce the design off-site and install it on a building (e.g., a mosaic or vinyl wrap), the installation will be reviewed and approved on a case-by-case basis and will also be contingent upon meeting all city safety standards.

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

~~10~~13. No compensation will be given or received for the display of a public art murals or for the right to place the mural on another's property by the city.

~~11~~14. The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the city from the owner of the building upon which the mural will be located, in a form approved by the city attorney. The terms of the easement shall grant the right to create the public art mural on the wall of the building and provide that the person granting the easement will maintain and restore the public art mural in its original condition

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

~~C~~D. Approval Process.

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

2. Notice of the application and the hearing date shall be published online and mailed to the applicant, recognized neighborhood association(s) and property ~~owners~~owns within three hundred feet of the proposed mural location. ~~Notice~~Notices shall be issued at least twenty days pre-hearing, and the staff report and mural documents shall be available at least seven days pre-hearing. At the evidentiary hearing held before the arts commission, all issues related to the Oregon City Municipal Code shall be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.

~~2~~3. In ~~lieu~~the absence of an active arts commission, the city commission will review the proposal through the public hearing process described in subsection 15.28.090.C.1.

~~D~~D. Appeal Process

1. The decision is appealable to the city commission on the record. Notice of the appeal shall be received in writing by the economic development department within fourteen calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.

~~1~~2. All of the following shall be included as part of the notice of appeal:

a. The city file number and date the decision to be appealed was rendered;

b. The name, mailing address and daytime telephone number for each appellant;

c. A statement of how each appellant has an interest in the matter and standing to appeal;

d. A statement of the specific grounds for the appeal;

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

~~2~~3. Standing to Appeal. Only those persons or recognized neighborhood associations who have participated either orally or in writing have standing to appeal the decision. Grounds for appeal are limited to those issues raised in writing before the close of the public record. No new evidence shall be allowed.

~~3~~4. Notice of the Appeal Hearing. The economic development department shall issue notice of the appeal hearing to all parties who participated in writing before the close of the public record at least twenty days pre-hearing, and the staff report shall be available at least seven days pre-hearing. Notice of the appeal hearing shall contain the following information:

a. The file number and date of the decision being appealed;

b. The time, date and location of the public hearing;

c. The name of the applicant, owner and appellant (if different);

d. The street address or other easily understood location of the subject property;

e. A description of the permit requested and the applicant's mural proposal;

f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;

g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;

h. A general explanation of the requirements for participation and the city's hearing procedures.

~~4~~5. The city commission decision on appeal is the city's final decision.

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

15.28.090 Public art murals.

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

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

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

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

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

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

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

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

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

ii. Minor changes resulting from routine maintenance or repair.

iii. Slight and unintended deviations from the original when repairing the mural due to time or vandalism.

iv. Replication of an identical or substantially similar public art mural made necessary because of replacement, repair, or renovation of the exterior wall on which the public art mural is displayed. To qualify for this exception, the replicated public art mural must be fully installed within three years after its initial removal.

5. No public art murals shall be allowed on single-family dwellings, duplexes, tri- or quadplexes, designated historic structures that were originally constructed for residential use, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, tri- or quadplexes, or multi-family dwellings do not include mixed-use buildings which contain commercial space in addition to single-family dwellings, duplexes, or multi-family dwellings.

6. Public art murals shall only be permitted within approved zoning districts.

a. Approved zoning districts include:

i. General Commercial.

ii. Mixed Use Downtown.

iii. Mixed Use Corridor 1.

iv. Mixed Use Corridor 2.

v. Willamette Falls Downtown District.

vi. Institutional.

b. Any use that is listed under permitted uses in the institutional district in Section 17.39.020 but located in a non-institutional zone.

7. The public art mural shall be applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and surface stability. If placed on a wall, no part of the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

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

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

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

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

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

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

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

D. Approval Process.

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

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

3. In the absence of an active arts commission, the city commission will review the proposal through the public hearing process described in subsection 15.28.090.C.1.

D. Appeal Process

1. The decision is appealable to the city commission on the record. Notice of the appeal shall be received in writing by the economic development department within fourteen calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.

2. All of the following shall be included as part of the notice of appeal:

   a. The city file number and date the decision to be appealed was rendered;

   b. The name, mailing address and daytime telephone number for each appellant;

   c. A statement of how each appellant has an interest in the matter and standing to appeal;

   d. A statement of the specific grounds for the appeal;

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

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

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

    a. The file number and date of the decision being appealed;

    b. The time, date and location of the public hearing;

    c. The name of the applicant, owner and appellant (if different);

    d. The street address or other easily understood location of the subject property;

    e. A description of the permit requested and the applicant's mural proposal;

    f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;

    g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;

    h. A general explanation of the requirements for participation and the city's hearing procedures.

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