



## **CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING REVISED AGENDA**

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, July 15, 2026 at 7:00 PM

*Ways to participate in this public meeting:*

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

### **EXECUTIVE SESSION**

The Executive Session will begin after the adjournment of the regular meeting pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

### **REGULAR MEETING OF THE CITY COMMISSION**

#### **1. CONVENE MEETING AND ROLL CALL**

#### **2. FLAG SALUTE**

#### **3. CEREMONIES AND PROCLAMATIONS**

- Oath of Office for New Oregon City Police Officers

#### **4. PUBLIC COMMENTS**

Please see the public comment guidelines below.

#### **5. PRESENTATIONS**

- Water Infrastructure Finance and Innovation Act (WIFIA) Program Update
- South Fork Water Board Water Management and Conservation Plan

#### **6. ADOPTION OF THE AGENDA**

#### **7. CONSENT AGENDA**

- Resolution No. 26-17 Requesting Jurisdiction Over a Portion of Old 82nd Avenue
- Purchase of Asphalt for 2026 In-House Paving Projects from Lakeside Industries
- Tri-County Metropolitan Transportation District of Oregon (TriMet) Intergovernmental Agreement (IGA) for Transit Police Services
- Grant Funding from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund for the Public Works Center Street Property (PS 26-002)
- VC3 Datto Backup Solution
- Minutes of the November 19, 2025 City Commission Regular Meeting

#### **8. PUBLIC HEARINGS**

- Appeal of System Development Charges (SDCs) for 20282 Chanticleer Drive

#### **9. GENERAL BUSINESS**

- a. Goal 5 Cultural Areas Rule Tech Implementation
- b. Flavored Nicotine Ban Follow Up
- c. Flag Review

## **10. COMMUNICATIONS**

**City Manager**

**Commissioners**

**Mayor**

## **11. ADJOURNMENT**

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### **ORDINANCE NOTICE**

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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.

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### **PUBLIC COMMENT GUIDELINES**

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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.

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### **ADA NOTICE**

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

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

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

# OATH OF OFFICE

Sworn Police Officer  
Oregon City Police Department

*I, **Elijah Nachand**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 15<sup>TH</sup> DAY OF JULY 2026

\_\_\_\_\_  
Denyse C. McGriff, Mayor

*SUBSCRIBED AND SWORN to before me this 15<sup>th</sup> day of July 2026.*

# OATH OF OFFICE

Sworn Police Officer  
Oregon City Police Department

*I, **Ryan Paschall**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Police Officer for Oregon City, Oregon.*

GIVEN THIS 15<sup>TH</sup> DAY OF JULY 2026

\_\_\_\_\_  
Denyse C. McGriff, Mayor

*SUBSCRIBED AND SWORN to before me this 15<sup>th</sup> day of July 2026.*

**Evan Lee**

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**From:** William Haferkamp <[REDACTED]>  
**Sent:** Wednesday, July 8, 2026 11:23 AM  
**To:** Evan Lee  
**Subject:** Reject Flavor Bans!

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

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

Dear Evan Lee,

I live in Oregon City and I use ZYN. As your constituent I want you to stop any plan to ban flavored nicotine products in our city. For many adults who smoke these flavored products help them quit regular cigarettes. Adults should be free to choose these products without government interference. Taking them away limits choice and makes it harder for people to quit smoking. A city ban could also hurt local businesses. People might go to other cities or order online. This would take business away from local shops. Banning these products hurts adult consumers and small stores. Please do not ban flavored products. As a voter and a user I am watching how you vote.

Sincerely,

William Haferkamp

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



## CITY OF OREGON CITY

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

### Staff Report

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|              |                                                                      |                     |               |
|--------------|----------------------------------------------------------------------|---------------------|---------------|
| <b>To:</b>   | City Commission                                                      | <b>Agenda Date:</b> | July 15, 2026 |
| <b>From:</b> | Kurt Krueger, City Engineer<br>Patty Nelson, Senior Project Engineer |                     |               |

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#### **SUBJECT:**

Item 5.a. - Water Infrastructure Finance and Innovation Act (WIFIA) Program Update

#### **STAFF RECOMMENDATION:**

No action needed, information only.

#### **EXECUTIVE SUMMARY:**

The city entered into a loan agreement with the Environmental Protection Agency (EPA) on July 20, 2023, to partially fund \$33 million in water system improvements through its Water Infrastructure and Innovation Act (WIFIA). This presentation will provide an overview of work accomplished to date and provide an update on planned work ahead.

#### **BACKGROUND:**

On January 20, 2021, the City approved the Water Master Plan Amendment which identified over \$ 81 million dollars of water system improvements. In 2021 a Rate Study was completed for both water system development charges (SDC) and water rates, identifying increases needed to support it's planned water system improvements. Increases to its water SDCs and revised methodology were approved by City Commission March 3, 2021. Required increases to the city's water rates exceeded the 3% annual rate increase limit set by the City's Charter, triggering the need to seek voter approval. In November 2021, the City Commission placed two ballots before the voters of Oregon City:

- Measure 3-567 – Authorized the City to borrow funds for water system improvements.
- Measure 3-578 – Authorized a temporary water rate increase above the 3% annual Charter limit.

Measure 3-567 was passed by voters, authorizing the city to borrow up to \$38 million. Measure 3-578 did not pass, limiting the annual water rate increase to 3% in accordance with the City Charter. Without a rate increase above the 3% annual Charter limit, the City's ability to fund capital improvements on our infrastructure is limited as the majority of the current rate revenue goes to maintenance of our existing system. With borrowing in mind as an infrastructure solution, the City submitted a Letter of Interest for a WIFIA loan in June 2021. On October 27, 2021, the City received notice from the United States Environmental Protection Agency that its Letter of Interest was selected, and the City was invited to apply for a WIFIA Loan. On June 21, 2023, the City Commission approved Resolution No. 23-16,

authorizing full faith and credit borrowing for Water System Improvements. On July 20, 2023, the city closed on the WIFIA loan, authorizing up to \$16,311,537 in borrowing to complete up to \$33,288,850 in water system improvements. This loan provides low-interest, long-term loans for qualifying water infrastructure projects of \$20 million or more and requires borrowers to fund 51% of the project package costs.

With water rates restricted to 3% annual increase, the city was not able to meet the matching fund requirements without making \$5.6 million available, made possible from the receipt of the American Rescue Program Act (ARPA). The city's WIFIA Program will complete 3 high priority projects to improve its water system:

- **WIFIA Project 1:** SCADA Isolation Project – Increasing cyber security for water system
- **WIFIA Project 2:** Pipe Rehabilitation Program – Replace and “right size” old water mains
- **WIFIA Project 3:** Upper System Transmission Improvements – Complete priority transmission improvements needed to meet current and future demands in the city's upper pressure zone (generally south of Mountainview Street) serving 70% of it's customers.

**Program Update:** The program is approximately 43% complete, based on expenditures to date. Work under this program must be substantially complete by June 30, 2028. WIFIA Project 1 was successfully completed in FY 25/26, increasing the city's cybersecurity for its water/sewer supervisory control and data acquisition (SCADA) system. WIFIA Project 2 was set up as a program to rehabilitate and replace high-priority water main projects. As a program, we have built in flexibility to accomplish as much work as our budget allows. The metric for our WIFIA loan is a reduction in pipe breaks, which can be accomplished with any of our projects. Originally, 8 projects were planned. However, our current budget estimates have reduced that number to 5. As of today, 3 projects are complete and 1 in design. WIFIA Project 3 replaces smaller diameter water mains delivering water to our upper water system reservoirs and customers with larger diameter mains, focused on transmission rather than distribution. These improvements will help the city meet peak summer demands in the system, as well as reduce risks of unexpected breaks from old, smaller water mains. A major component of this project is the replacement of the old and undersized Fairway Downs Pump Station with a new Henrici Pump Station, sized to serve the existing Fairway Downs Pump Station and a portion of the Thimble Creek Concept Plan area. There are 3 projects to complete the planned transmission improvements. Unlike WIFIA Project 2, all transmission projects must be complete to meet our WIFIA metric of increasing the pumping rates at the Mountainview Pump Station above the 6000 gpm limit set due to pressure issues.

**WIFIA 3-1:** The Molalla Ave Transmission Improvement WIFIA 3-1 Project was completed in June 2026. As the first of the transmission improvement projects, it was prioritized to relieve pressure issues which occur close to the pump station in addition to providing increased transmission capacity with the new 30-inch water main, which replaced the existing 16-inch. In addition, this project replaced an undersized and very old 6-inch cast iron distribution main with a new 8-inch, including new services.

**WIFIA 3-2:** The second priority transmission improvement project is the Henrici Pump Station and Transmission Improvement. The WIFIA 3-2 Project has completed design and is currently out for bid for construction. This project is anticipated to begin construction in September 2026 with completion in Spring 2028.

**OPTIONS:**

**BUDGET IMPACT:**

Amount \$N/A

Fiscal Year(s): N/A

Funding Source(s): N/A

Included in Approved Budget: N/A



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 15, 2026  
**From:** Dayna Webb, Public Works Director

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#### **SUBJECT:**

Item 5.b. - South Fork Water Board Water Management and Conservation Plan

#### **STAFF RECOMMENDATION:**

Commission will hear a presentation of the Water Management and Conservation Plan by South Fork Water Board

#### **EXECUTIVE SUMMARY:**

South Fork Water Board has developed a Water Management and Conservation Plan that provides a framework to guide the development, financing, and implementation of water management, conservation, and water curtailment policies and programs. The plan is intended to ensure the long-term sustainable use of water resources while maintaining a reliable water supply for the communities served by the South Fork Water Board, including the Cities of Oregon City and West Linn.

#### **BACKGROUND:**

South Fork Water Board is our water treatment provider and supplies treated drinking water to the Cities of Oregon City and West Linn. The Water Management and Conservation Plan is a required plan that outlines how South Fork Water Board will manage water resources, promote conservation, and ensure a reliable long-term water supply for the communities it serves. Representatives from South Fork Water Board will present the plan.

#### **OPTIONS:**

#### **BUDGET IMPACT:**

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



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 15, 2026  
**From:** Dayna Webb, Public Works Director

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#### **SUBJECT:**

Item 7.a. - Resolution No. 26-17 Requesting Jurisdiction Over a Portion of Old 82nd Avenue

#### **STAFF RECOMMENDATION:**

Approve Resolution No. 26-17, requesting jurisdiction over a portion of old 82nd Avenue.

#### **EXECUTIVE SUMMARY:**

The Oregon City Urban Renewal Agency (URA) has requested the sale of the property commonly known as "Stimson," located along Washington Street. In an effort to make the property whole, the URA has sought unused right-of-way of "old" 82nd Avenue (also known as the former Cascade Highway) from the Oregon Department of Transportation (ODOT).

Upon research by ODOT and the City's surveyor, Centerline Concepts, Inc., and with concurrence by Clackamas County, it was determined a portion of the desired right-of-way is actually under the jurisdiction of Clackamas County. Oregon City and County staff have agreed that the transfer of this right-of-way is in the best interest of both the City and the County.

The City Commission has the authority of jurisdiction of highways; therefore, a request to obtain jurisdiction from Clackamas County comes to the City Commission instead of the Urban Renewal Commission. The first step (in seeking jurisdiction over a County highway) is to request the rights from the County. Upon approval, Clackamas County will hold a public hearing to provide the right-of-way to Oregon City. At that time, the City Commission will hold a hearing to accept the jurisdiction of the right-of-way.

#### **BACKGROUND:**

The property located at 1799 Washington Street, Taxlot # 2-2E-29-01402, is owned by the Oregon City Urban Renewal Agency (URA). This site was formerly the Stimson Lumber Company. Most recently, Clackamas Landscape Supply operated on the property.

The URA has requested the sale of this property. In an effort to make the property whole, the URA has sought unused right-of-way of the "old" 82nd Avenue (also known as the former Cascade Highway) from the Oregon Department of Transportation (ODOT). To accomplish this, staff have been working with ODOT to convey this property to the City and completed several steps which have led to a review by ODOT. Upon research by ODOT, and the City's surveyor Centerline Concepts, Inc. and with concurrence by Clackamas County, it was determined that a portion of the desired right-of-way is actually under the jurisdiction of Clackamas County. Therefore, City and County staff have agreed that jurisdictional transfer

of this right-of-way is in the best interest of both the City and the County.

The City Commission has the authority of jurisdiction of highways; therefore, this request to obtain jurisdiction from Clackamas County is before the City Commission instead of the Urban Renewal Commission. The first step in seeking jurisdiction over a County highway is to request the rights from the County. Upon the Commission's approval, Clackamas County will hold a hearing to provide the right-of-way to Oregon City. At that time, the City Commission will hold a public hearing to accept the jurisdictional transfer of the right-of-way.

This jurisdictional transfer is one of several steps needed to finalize the property boundaries for the Stimson property. As additional actions are completed with Clackamas County, ODOT, and other involved parties, future items will be brought before the City Commission as needed to complete the process.

**OPTIONS:**

1. Approve Resolution No. 26-17 Requesting Jurisdiction Over a Portion of Old 82nd Avenue.
2. Approve Resolution No. 26-17 Requesting Jurisdiction Over a Portion of Old 82nd Avenue with Amendments.
3. Deny Resolution No. 26-17 Requesting Jurisdiction Over a Portion of Old 82nd Avenue and provide further direction.

**BUDGET IMPACT:**

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

## RESOLUTION NO. 26-17

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### A RESOLUTION REQUESTING JURISDICTION OVER A PORTION OF OLD 82ND AVENUE

**WHEREAS**, ORS 373.270 provides a mechanism for a county to surrender jurisdiction over a county road within a city to the city, provided the city requests or accepts such jurisdiction; and

**WHEREAS**, Old 82nd Avenue (also known as the former Cascade Highway), currently labeled as Market Road No. 38 and DTD No. 22308, is a county road, as defined in ORS 358.001; and

**WHEREAS**, the portion of Old 82nd Avenue described in Exhibit “A” and depicted on Exhibit “B,” attached hereto and by this reference incorporated herein (“Old 82nd Avenue”), is within the jurisdictional boundary of the City of Oregon City; and

**WHEREAS**, the City’s Urban Renewal Agency owns property adjacent to Old 82nd Avenue; and

**WHEREAS**, acquiring jurisdiction over and subsequently vacating Old 82nd Avenue would enable the Property to reach its full economic potential.

### **NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:**

**Section 1.** The City Commission deems it necessary or expedient and for the best interests of the City to acquire jurisdiction over Old 82nd Avenue to the same extent as it has over other public streets and alleys of the City.

**Section 2.** The City requests the surrender of jurisdiction by the County over Old 82nd Avenue.

**Section 3.** This Resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 15<sup>th</sup> day of July 2026.

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Denyse C. McGriff, Mayor

Attested to this 15th day of July 2026:

Approved as to legal sufficiency:

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Jakob Wiley, City Recorder

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City Attorney

## Exhibit "A"

(Former) Cascade Highway/Old 82nd Ave Transfer of Jurisdiction

Clackamas County to City of Oregon City

### Description

All of that portion of the (Former) Cascade Highway, State Secondary Highway No. 160 (aka Old 82nd Ave) as previously routed, abandoned to Clackamas County by resolution No. 439, dated May 29, 1973, and resolution No. 439A, dated January 18, 1984, the same being portions of County Road No. 1286, Market Road No. 38, County Road No. 3060, and Department of Transportation and Development Maintenance No. 22308; Situated in the NW 1/4 of Section 29, T. 2 S., R. 2 E., W.M., being more particularly described as follows;

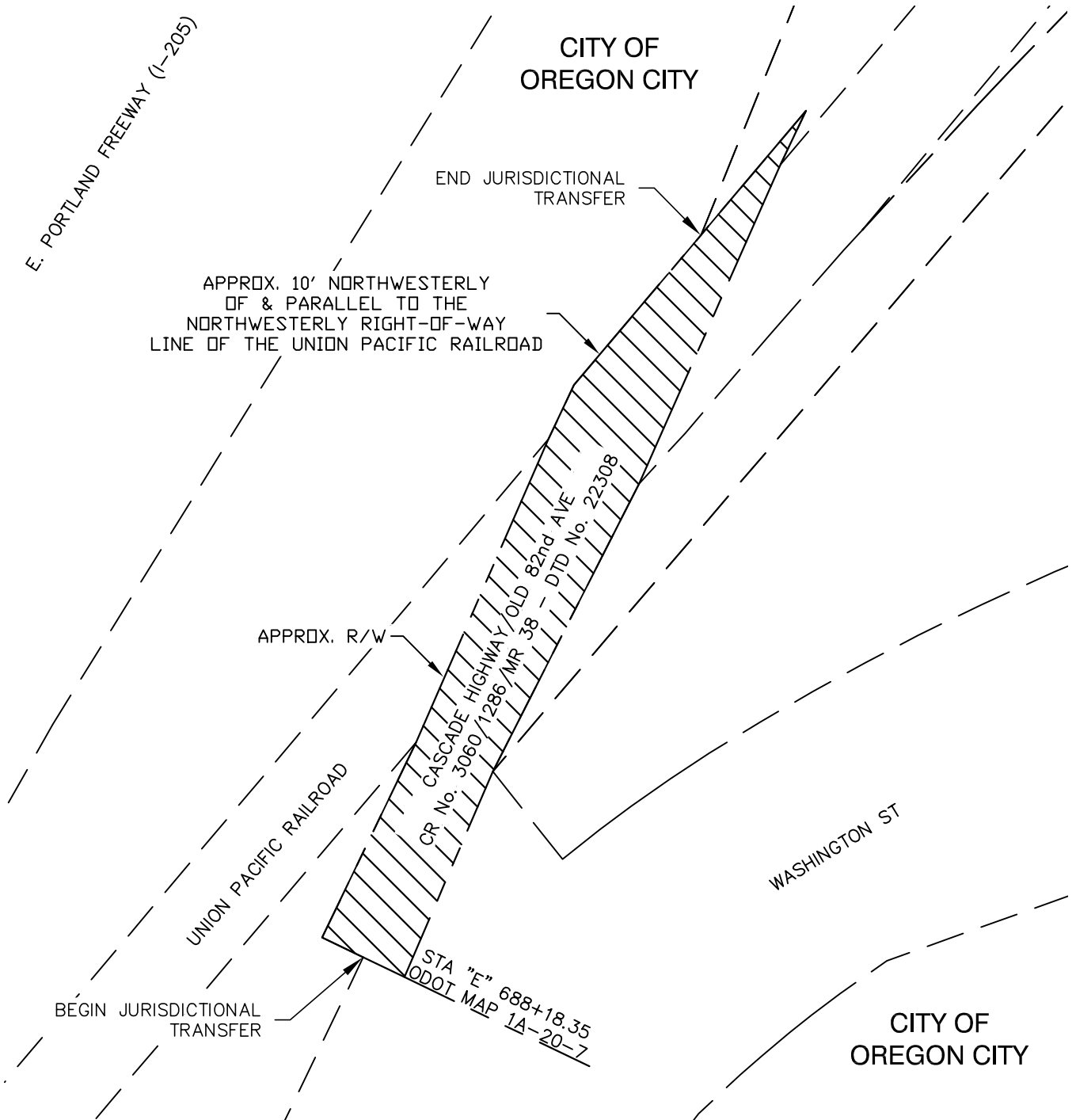
All the land within the right-of-way boundaries of that portion of (Former) Cascade Highway, State Secondary Highway No. 160 (aka Old 82nd Ave) as previously routed lying outside of the northwesterly right-of-way of the "E" Line, and lying southerly of a line 10' northwesterly of, and parallel to, the northwesterly right-of-way line of the Union Pacific Railroad, excluding that portion of Market Road No. 38 vacated by Document No. 83-25559, Clackamas County Records Office, as shown on Exhibit "B", attached hereto, and by this reference made a part hereof.

Said described portion being mapped by O.S.H.D. drawing 1A-20-7, which map by reference is made a part hereof.

Total length being approximately 525 feet long.

Contains 31,150 square feet, more or less.

# EXHIBIT "B"



## LEGEND



TRANSFERRED AREA  
31,150 Sq. Ft.

LOCATED IN THE NW 1/4 OF SECTION 29  
T. 2 S., R. 2 E., W.M.  
CLACKAMAS COUNTY, OREGON



PLAN  
1"=100'

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: S. CHRISTENSEN DATE: 6/2/2026  
JURISDICTIONAL TRANSFER  
CASCADIE HIGHWAY/OLD 82nd AVE  
COUNTY ROAD NO. 3060/1286/MR 38

SHEET  
1 OF 1



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 15, 2026  
**From:** Dayna Webb, Public Works Director

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#### **SUBJECT:**

Item 7.b. - Purchase of Asphalt for 2026 In-House Paving Projects from Lakeside Industries

#### **STAFF RECOMMENDATION:**

Authorize the purchase of Asphalt for 2026 In-House Paving Projects with Lakeside Industries in the amount of \$122,634.00

#### **EXECUTIVE SUMMARY:**

The Public Works Street Division is continuing the In-House Paving program from to address vulnerable roads that would otherwise remain unrepaired. These roads are currently classified as low priority and do not meet the specifications required for Pavement Maintenance Utility Fund (PMUF) Reconstruction Projects that are contracted out. By aligning this effort with the annual PMUF maintenance schedule, the Streets Division is extending the life of more roadways before their foundations deteriorate. This proactive approach not only preserves infrastructure but also enhances the overall value and long-term sustainability of the City's transportation network.

As a part of the summer in-house paving plan, the Streets Division will purchase 1,514 tons of asphalt for a total of \$122,634.00 and the crew will perform taper grinding followed by a 2.5" overlay of asphalt on 7 roads that were identified when building out the summer paving plan in conjunction with the five-year PMUF project.

This initiative reflects the City's ongoing investment in preserving infrastructure and enhancing livability. The annual in-house paving program supports the City's long-term commitment to sustainable infrastructure and essential services, ensuring safe and reliable roadways for current residents and future growth

#### **BACKGROUND:**

For over a decade, the Street Division has been performing small-scale in-house paving projects, steadily building the expertise, skills, and equipment needed to take on larger efforts. This year marks the third consecutive year of completing larger-scale in-house paving projects, and the Division plans to continue this work annually. A dedicated five-year In-House Paving Plan is in place, which includes a projected 3% budget increase each year to support continued growth and capability.

Roadways selected for in-house paving are strategically picked in conjunction with the 5-year PMUF Plan and include the following requirements:

1. They must have low average daily traffic (ADT).
2. A low pavement condition index (PCI).
3. They do not have American Disability Act (ADA) requirements.
4. The base is in good condition and doesn't require a full depth reclamation (full depth reclamation is when the base is gone and needs to be dug out).
5. There are no underground utility issues such as water, sewer or stormwater problems.

These roads often exhibit alligator cracking, a pattern of interconnected cracks resulting from fatigue in the asphalt. Without timely intervention, these cracks can worsen, leading to base failure, potholes, and increased risks for vehicle damage and pedestrian accidents. Timely paving extends the life of the roadway, reduces liability, and supports safer travel for residents.

The 2026 In-House Paving project includes the following roads:

1. Bullard Street
2. Elmwood Way
3. Glisan Street
4. John Adams Street
5. JQ Adams
6. Laurelwood Drive
7. May Street
8. Prospect Street
9. VanBuren Street

The Streets Division will purchase 1,514 tons of asphalt for a total of \$122,634.00 and the crew will perform taper grinding followed by a 2.5" overlay of asphalt on 7 roads that were identified when building out the summer paving plan in conjunction with the five-year PMUF project. The annual paving program has been a long-term investment for the City to maintain its value and livability, aligning with the City's goal to invest in current and future capital needs for safe, sustainable infrastructure and City services for future growth.

This intermediate procurement (\$25,000 to \$250,000) follows City procurement guidelines and Oregon Revised Statue. This procurement is utilizing the Clackamas County Goods and Services Contract #8894, which expires December 31, 2026.

**OPTIONS:**

1. Approve Purchase of Asphalt for 2026 In-House Paving Projects from Lakeside Industries.
2. Approve Purchase of Asphalt for 2026 In-House Paving Projects from Lakeside Industries with Amendments.
3. Deny Purchase of Asphalt for 2026 In-House Paving Projects from Lakeside Industries and provide further direction.

**BUDGET IMPACT:**

Amount \$122,634.00

Fiscal Year(s): 2026/27

Funding Source(s): Pavement Maintenance Utility Fee Fund

Included in Approved Budget: Yes



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #8894**

This Goods and Services Contract (this "Contract") is entered into between **Lakeside Industries, Inc.** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County"), on behalf of its Department of Transportation, for the purposes of providing **asphaltic concrete products**.

**ARTICLE I.**

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2026**, or until completion of all obligations provided herein, whichever is later.
2. **Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Million One Hundred Thousand Dollars (\$2,100,000.00)**, with an annual sum not to exceed **Seven Hundred Thousand Dollars (\$700,000.00)**, for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

5. **Travel Expense Reimbursement.** Authorized: ☐ Yes ☒ No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

## 7. Contractor and County Contacts.

|                                                                                                                                                             |                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Administrator: Ron Green<br>Phone: 503-222-6421<br>Email: <a href="mailto:ron.green@lakesideindustries.com">ron.green@lakesideindustries.com</a> | County Administrator: Carla Phelps<br>Phone: 503-650--3771<br>Email: <a href="mailto:CPhelps@Clackamas.us">CPhelps@Clackamas.us</a> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

## ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

☒ **Required – Commercial General Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

☐ **Required – Professional Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

☒ **Required – Automobile Liability:** Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. **Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special

damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

**13. Representations of Warranties.** Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**14. Delivery and Inspections.**

Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall

surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

21. **Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
22. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
25. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. [RESERVED]

30. [RESERVED]

31. **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. **Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. **Amendment.** This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Lakeside Industries, Inc.  
6505 226<sup>th</sup> Pl SE, Suite 200.  
Issaquah, WA 98027

Authorized Signature

12/15/2023  
Date

REGIONAL MANAGER  
Name / Title (Printed)

366469-82

Oregon Business Registry #

FBC/WASHINGTON

Entity Type / State of Formation

Clackamas County



Chair

01/18/2024

Date

  
Recording Secretary

Approved as to Form:

12/18/2023

  
County Counsel

Date

**EXHIBIT A**  
**RFQ #2023-84 Asphaltic Concrete**  
**Issued: October 24, 2023**



Procurement Division  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5444 (Office)

## REQUEST FOR QUOTES (RFQ) #2023-84

Issue Date: October 24, 2023

|                      |                                |        |                                                              |
|----------------------|--------------------------------|--------|--------------------------------------------------------------|
| Project Name:        | Asphaltic Concrete             |        |                                                              |
| Quote Due Date/Time: | November 16, 2023, 2:00 PM PST |        |                                                              |
| Procurement Analyst: | Mike Faris                     | Email: | <a href="mailto:Mfaris@Clackamas.us">Mfaris@Clackamas.us</a> |
|                      |                                |        |                                                              |

**SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT**  
<https://bidlocker.us/a/clackamascounty/BidLocker>.

**PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.**

### 1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at <https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address:  
<https://oregonbuys.gov/bso/> Document No. S- C01010-00008515 Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

#### **Submitting Quotes: Bid Locker**

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum.  
**LATE QUOTES WILL NOT BE ACCEPTED.**
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

## 2. SCOPE

The purpose of this RFQ is to obtain competitive market prices on various asphaltic concrete products, loaded, FOB supplier's site. The County Transportation Maintenance Division (or other County departments) will use the resulting price agreement for purchases on an as needed basis.

The County may award multiple contracts as a result of this RFQ. If multiple contracts are awarded, the County will generally use the firm with the best price, closest to the project site, in the sole determination by the County.

**Price Adjustments:** The resulting contract(s) will be for a period of November 1, 2023 (or the date the contract(s) is executed) through December 31, 2026. Contractor(s) may request pricing changes (increase or decrease) twice a year between April 1-10 and November 1-10 of each year of the contract. The County will not consider requests not received during the above referenced request periods. The County's intent is to ensure that it is paying competitive market rates for products. **Price adjustments will be executed by the way of an amendment signed by both the County and the vendor. Price adjustments must be sent to the Project Manager as identified within the final contract.**

**Ordering Process:** Once a contract is established, the County will periodically contact the contractor to fulfill orders. Contractor will invoice the County monthly for all sales. The County reserves the right to pay by credit card at the point of sale (without additional fee or charge). All invoices shall be NET 30 and subject to ORS 293.462. At the time of order, the County representative shall indicate the point of contact for invoicing.

### Requirements:

- A. Measurement: Measurement of asphaltic concrete will be by the ton based upon weigh tickets from certified scales except in situations that the County gives prior approval for the use of another measurement standard.
- B. Prices: Prices quoted will be for purchases of asphaltic concrete, loaded, FOB supplier's site.
- C. Materials: Asphaltic concrete supplied shall conform to the State of Oregon's Standard Specifications for Highway Construction, 2021 Edition. Asphaltic concrete not meeting the required specification will be rejected.

## 3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Goods & Services Contract (unless checked, item does not apply)

The following insurance requirements will be applicable.

- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☐ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

Personal Services Contract (unless checked, item does not apply)

4. **QUOTE**

Quotes should be short and concise with the following information:

- A. Company experience in providing such materials;
- B. Company hours;
- C. Company locations (list if multiple sites);
- D. Prices – **Complete Fee Sheet Attached**
- E. Estimated time to complete the project;
- F. Clackamas County Certification Form

5. **EVALUATION**

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.

**QUOTE CERTIFICATION FORM**  
**RFQ #203-84**

Submitted by: LAKE SIDE INDUSTRIES, INC.  
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST**

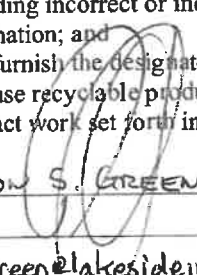
The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: RON S. GREEN

Date: 10/31/2023

Signature: 

Title: REGIONAL MANAGER

Email: ron.green@lakesideindustries.com

Telephone: (503) 222-6421

Oregon Business Registry Number: \_\_\_\_\_

OR CCB # (if applicable): 108542

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_

## CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT OREGONBUYS (<https://oregonbuys.gov/bsa/view/login/login.xhtml>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **CLARIFICATION:** Clackamas County reserves the right to seek clarification of each Quote, or to make an award without further discussion of Quotes received.
7. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
8. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes for any reason including, but not limited to, a Quoter's failure to constitute as a responsible bidder under ORS 279B.110 and LCRB C047-640-I-c-F-iii.
9. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

**EXHIBIT B**  
**Contractor's Quote**

**RFQ #2023-84 ASPHALTIC CONCRETE FEE SHEET**  
**COMPANY NAME:**

| <b>MATERIAL/DESCRIPTION</b>           | <b>COST PER TON</b>  |
|---------------------------------------|----------------------|
| <b>LEVEL 3, ¾" DENSE</b>              | \$ N/A               |
| <b>LEVEL 3, ½" DENSE</b>              | \$ 81 <sup>00</sup>  |
| <b>LEVEL 3, 3/8" DENSE</b>            | \$ 90 <sup>00</sup>  |
| <b>LEVEL 2, ½" DENSE</b>              | \$ 83 <sup>00</sup>  |
| <b>DRIVEWAY MIX (200#C)</b>           | \$ 85 <sup>00</sup>  |
| <b>COLD MIX</b>                       | \$ N/A               |
| <b>EZ STREET – VOC FREE PICK UP</b>   | \$ 138 <sup>00</sup> |
| <b>EZ STREET – VOC FREE DELIVERED</b> | \$ 145 <sup>00</sup> |

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

2026 All PMUF Projects

Printed July 2, 2026

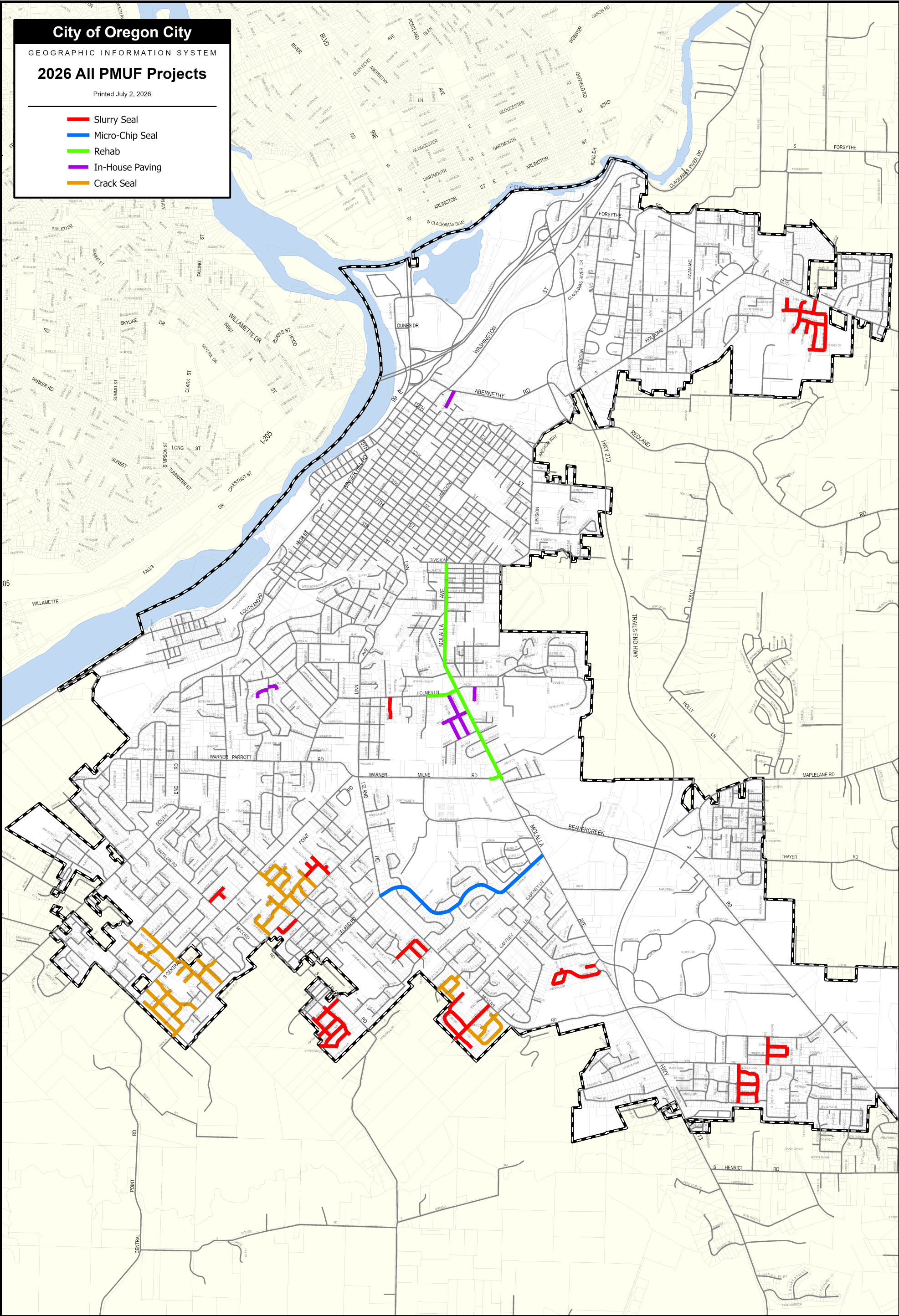
Slurry Seal

Micro-Chip Seal

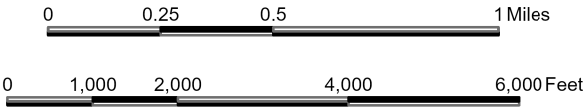
Rehab

In-House Paving

Crack Seal



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



City of Oregon City  
P.O. Box 3040  
625 Center St  
Oregon City, OR 97045  
503-657-0891 phone  
503-657-6629 fax  
[www.ocity.org](http://www.ocity.org)





## CITY OF OREGON CITY

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

### Staff Report

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|              |                           |                     |               |
|--------------|---------------------------|---------------------|---------------|
| <b>To:</b>   | City Commission           | <b>Agenda Date:</b> | July 15, 2026 |
| <b>From:</b> | Shaun Davis, Police Chief |                     |               |

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#### **SUBJECT:**

Item 7.c. - Tri-County Metropolitan Transportation District of Oregon (TriMet)  
Intergovernmental Agreement (IGA) for Transit Police Services

#### **STAFF RECOMMENDATION:**

Staff recommends the City Commission approve the Intergovernmental Agreement (IGA) for Transit Police Services with the Tri-County Metropolitan Transportation District of Oregon (TriMet) and authorizes the Chief of Police to sign this IGA as well as sign substantially similar future IGA's with OCPD and TriMet related to Transit Police Services, if approved.

#### **EXECUTIVE SUMMARY:**

The attached IGA is between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City Police Department (OCPD) for the period of July 1, 2026, through June 30, 2027.

#### **BACKGROUND:**

Multnomah County and TriMet have Intergovernmental Agreements with numerous Portland Metropolitan police agencies to provide transit police officers to patrol the TriMet Transportation District. The goal of transit police services is to build and maintain public confidence in the security and safety of TriMet's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system.

The Police Department has previous IGA's with TriMet for transit police services starting in 2010. Our last assigned officer to transit police was in 2018. Currently, the City does not have an IGA with TriMet.

TriMet currently has no transit police assigned in Clackamas County but has budgeted funding to increase transit police services to Clackamas County. TriMet's goal is to open their south transit office, located at the Clackamas Town Center, at the end of this year. Other agencies in Clackamas County that are committed to assigning officers to transit police are Lake Oswego PD (LOPD), which has a current IGA with TriMet and Canby PD.

In Oregon City, TriMet provides transit services to our community through several bus routes.

Additionally, there are two transit hubs, one at Clackamas Community College (CCC) and one at the transit station located at 11<sup>th</sup> St. and Main St. With no assigned transit police officers in Clackamas County, OCPD currently takes all transit related calls for service in Oregon City.

TriMet reimburses the police agencies participating in transit police services the full salary and benefit costs (actual costs) of the officers assigned to TriMet as well as an additional 5% to cover the agencies' administrative costs. This IGA will provide for up to two (2) FTE Transit Police Officers. Each transit police position would be an overall increase in the department's FTE's. Continuation of these additional FTE positions is contingent upon ongoing TriMet funding and the IGA remaining in effect. If TriMet funding ends or the IGA is terminated, these positions would no longer be funded, and the department would no longer retain those positions.

The police department's participation with TriMet for transit police services will ensure the dedication of additional police resources to address transit-related problems including drug-related activity, thefts, assaults, and other transit related issues/crimes, making the transit system and our community safer.

**OPTIONS:**

1. Approve Tri-County Metropolitan Transportation District of Oregon (TriMet) Intergovernmental Agreement (IGA) for Transit Police Services.
2. Approve Tri-County Metropolitan Transportation District of Oregon (TriMet) Intergovernmental Agreement (IGA) for Transit Police Services with Amendments.
3. Deny Tri-County Metropolitan Transportation District of Oregon (TriMet) Intergovernmental Agreement (IGA) for Transit Police Services and provide further direction.

**BUDGET IMPACT:**

|                              |              |
|------------------------------|--------------|
| Amount                       | \$325,259.16 |
| Fiscal Year(s):              | 2026-27      |
| Funding Source(s):           | TriMet       |
| Included in Approved Budget: | No           |

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON AND CITY OF OREGON CITY  
FOR TRANSIT POLICE SERVICES**

Contract No. GS250842EVL

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (TriMet) and City of Oregon City (Oregon City), pursuant to authority granted in ORS Chapter 190 for the purpose of providing Transit Police Services to TriMet.

**RECITAL**

TriMet and Oregon City (the Parties) desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

**AGREEMENT**

The parties agree as follows:

**1. TERM**

The initial term of this Agreement shall be from July 1, 2026 through June 30, 2027. Thereafter, this Agreement will automatically renew for a successive one-year term through June 30, 2028 unless terminated sooner under the terms of this Agreement.

**2. SERVICE LEVEL**

- a. For the term of this Agreement, Oregon City will provide one or more full-time officer(s) or deputies ("law enforcement personnel") for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Oregon City Police Department, the TriMet Chief of Police, and TriMet's Chief Safety and Security Officer, with such letter in substantially similar a form as set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of law enforcement personnel is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide law enforcement personnel to the Division. Oregon City law enforcement personnel assigned to the Division will remain employees of Oregon City and will not be considered employees or agents of TriMet or Multnomah County. For purposes of this Agreement, the law enforcement personnel assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.
- b. A separate intergovernmental agreement has been executed among TriMet and Multnomah County (Prime Agreement) to provide for the management, oversight, and deployment of the Division, including the assignment of Command Personnel to the Division.
- c. Oregon City is, and shall at all times, be deemed to be an independent contractor. Oregon City shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by Oregon

City pursuant to this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between TriMet and Multnomah County or Oregon City or any of Oregon City's agents or employees.

### 3. ASSIGNMENTS

- a. Deployment Strategy and Priority for Services: Both parties recognize that they have legitimate interests in the deployment strategy and priority of services of Transit Police personnel. The Parties shall work together to insure that the deployment and priorities of law enforcement personnel assigned to TriMet is effective and efficient, and in accordance with TriMet's Public Transit Agency Safety Plan (PTASP), TriMet's Security Management Plan (SMP), TriMet's Emergency Operations Plan (EOP), Federal Transit Administration (FTA) regulations concerning safety and security of transit systems, and as summarized in the attached Exhibit 1, which is incorporated into and made part of this Agreement.
- b. Daily Operation. Supervision of law enforcement personnel for the daily operations of the Transit Police will be provided by the Division's command personnel. Command personnel consists of a Multnomah County Deputy Sheriff with the rank of Captain to serve as the TriMet Transit Police Chief, the lieutenants, and sergeants assigned to the Division. The Police Chiefs or Sheriffs of the Subsidiary Agencies and the TriMet Transit Police Chief shall determine deployments of the respective jurisdiction's personnel on the transit system in accordance with the provisions of Exhibit 3.
- c. General Orders, Directives, and Training, Division Standard Operating Procedures. All law enforcement personnel assigned to the Division will remain subject to the General Orders, Directives, and training requirements of the Oregon City Police Department. Additionally, all law enforcement personnel assigned to the Transit Police will abide by the Division's Standard Operating Procedures. In the event of a conflict among the Oregon City Police Department's General Orders Directives, and the Division's Standard Operating Procedures, the Oregon City Police Department's General Orders will prevail.
  - i. TriMet will not develop, maintain, or create any training materials, general orders, or directives for use by any law enforcement personnel assigned to the Transit Police in carrying out law enforcement activities. TriMet may provide orientation to law enforcement personnel on TriMet's system, the TriMet Code, and other non-enforcement specific information or training.
- d. Selection and assignment of law enforcement personnel to the Transit Police will be determined jointly by the command personnel of the Oregon City Police Department and the Transit Police command personnel. Every effort will be made to select the most qualified available officer or deputy making application for assignment to the Transit Police.
- e. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Chief Safety and Security Officer must approve the use of supplemental Division police services prior to deployment by the TriMet Transit Police Chief. Once approval is received from the

Chief Safety and Security Officer, the TriMet Transit Police Chief will submit in writing to the Chief Safety and Security Officer the name of the Subsidiary Agency providing the supplemental police services, and the number and names of personnel being assigned.

- f. Term of Assignment: Law enforcement personnel assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and Oregon City. In the event of a hardship, Oregon City shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

#### 4. REIMBURSEMENT OF COSTS

- a. Personnel Costs: Oregon City shall be responsible for paying the salaries, overtime, insurance, retirement, cell phone monthly bases, and other benefits (“Personnel Costs”) of its respective law enforcement personnel serving in the TriMet Transit Police Division. Oregon City shall invoice TriMet monthly for all actual incurred Personnel Costs for Division personnel services provided by Oregon City. Administrative fees charged by the Oregon City to TriMet in connection with billings shall be 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate Oregon City within thirty (30) days after receiving the invoice.
- b. Invoices. All invoices must be submitted in conformance with Exhibit 4. TriMet agrees to compensate Oregon City within thirty (30) days after receiving: (1) the respective invoice in the required format; and (2) any additional supporting documentation requested by TriMet. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 101 SW Main St. Suite 700, Portland, OR 97204. For invoicing and auditing purposes, TriMet reserves the right to request any supporting documentation, including but not limited to timesheets, purchase orders, accounting charge spreadsheets, or invoices. TriMet reserves the right to reject any invoice or other payment request that is not in conformance with the requirements of this Agreement, including exhibits.
  - i. Payment. If TriMet fails to make a monthly payment within 45 days of an undisputed billing, Oregon City may charge an interest rate no more than two percentage points above the interest rate on the monthly Oregon City investment earnings.
- c. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Transit Police Chief and the Chief Safety and Security Officer as set forth in this paragraph. Training shall be in furtherance of the mission of the Transit Police to improve the understanding of the unique operational needs of transit or in furtherance of TriMet’s mission. Routine or required trainings for law enforcement personnel will generally not be approved. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30-days in advance of the training date. If approved by the Transit Police Chief, the Transit Police Chief shall forward the training/meeting cost requests to TriMet’s Chief Safety and Security Officer for final approval.

- d. Equipment and Uniforms: Oregon City shall assign law enforcement personnel to the Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of law enforcement personnel from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.
- i. Computers and Email. Oregon City will provide access to a computer, an e-mail ID, appropriate software, training and support to all Oregon City law enforcement personnel assigned to the Transit Police. All Oregon City employees will maintain their Oregon City e-mail ID. Oregon City Information Services will provide support for county-issued equipment.
  - ii. Cell Phones. Oregon City will provide its law enforcement personnel assigned to the Transit Police with cell phones.
  - iii. Radios. Oregon City shall provide 800 MHz radios to all of its law enforcement personnel assigned to the Transit Police. Law enforcement personnel assigned to the Transit Police will be dispatched and use Oregon City Police Department radio channels.
- e. Body Cameras. If Oregon City authorizes the use of body worn cameras, Oregon City will provide body cameras to law enforcement personnel assigned to the Transit Police. Oregon City will be responsible for all costs related to data storage for body cameras. New and replacement body cameras may be billed to TriMet as provided in this Section. Reimbursement for data storage costs associated with body camera footage retention system will be negotiated in a separate agreement or by amendment to this Agreement.
- f. Equipment Replacement. Expenses associated with routine replacement of uniform and equipment unintentionally damaged by Transit Division personnel or worn-out in normal use shall be billed to TriMet subsequent to pre-approval. Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet. Monthly equipment replacement reserve costs for those items Oregon City manages in that manner shall be billed to TriMet.
- g. Overtime. The following provisions apply to overtime for any personnel assigned to the Division by Oregon City:
- i. Discretionary. If approved in writing by the Chief Safety and Security Officer or the Chief Safety and Security Officer's designee, Oregon City may provide additional law enforcement personnel to perform operational overtime for special events or unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the law enforcement personnel.
  - ii. Disaster or Unusual Occurrence Overtime. If TriMet experiences a disaster or unusual occurrence that is within the TriMet District and officer overtime is requested by TriMet to stabilize the situation, the actual overtime expenditures will be billed to a grant, if available, or to TriMet if no grant funding is available.

- iii. Declared Emergency Overtime. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, TriMet may be responsible for the direct overtime expense of additional deputies performing duties, as negotiated under then-existing mutual aid agreements.
- iv. Tracking Overtime. Oregon City will track the costs of any overtime incurred by the assigned law enforcement personnel that is related to his/her assignment to the Transit Police. TriMet agrees to reimburse Oregon City for the actual cost of any TriMet-related overtime incurred by the assigned law enforcement personnel and approved by the TriMet Chief Safety and Security Officer. TriMet will work with the TriMet Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The Chief Safety and Security Officer will be responsible for approving all non-routine overtime.
- h. Other Expenses. Any reimbursement by TriMet of costs or expenses incurred by Oregon City in the performance of this Agreement not included in this Agreement, shall be subject to the Chief Safety and Security Officer's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms. Oregon City shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Chief Safety and Security Officer in accordance with this Agreement.
- i. Annual Budget: Prior to January 1st of each year of this Agreement beginning in 2026 and every year thereafter, Oregon City shall submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Oregon City under this Agreement. If the parties cannot agree on such compensation by January 1st, any party may elect to terminate this Agreement without penalty.
  - i. Notwithstanding the forgoing, prior to December 1, 2026 the parties shall agree on a budget for the remainder of the fiscal year (January 1, 2027 through June 30, 2027) and the following fiscal year (July 1, 2027 though June 30, 2028).
- j. Increases. If there are changes in Oregon City General Orders or Policies that increase or modify the agreed upon Annual Budget, such costs increases shall be the responsibility of Oregon City.

## 5. AGENCY COOPERATION AND COORDINATION

- a. The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Multnomah County, and Oregon City are coordinated and effective.
- b. The TriMet Chief of Police or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.

- c. Oregon City agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Oregon City agrees to provide to the Division TriMet coded reports, data, and records based on the National Incident-Based Reporting System (NIBRS) or other similar reporting system. TriMet agrees to make available to Oregon City, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- d. The Prime Agreement establishes that Multnomah County and TriMet will develop a strategic plan that will include performance metrics to measure the effectiveness of transit police services with the goal of continuous improvement of services. These performance metrics will be used to prioritize the deployment of services and overall law enforcement strategy for the Division.

## 6. **COLLECTIVE BARGAINING AGREEMENTS**

The parties agree that law enforcement personnel assigned to the Division from Oregon City are subject to and protected by their respective collective bargaining agreements, and by Exhibit 3 to this Agreement, to the extent the terms of Exhibit 3 are not in conflict with the respective collective bargaining agreements. Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3. Exhibit 3 includes all policies as reflected in Exhibits 3(a)-3(c).

## 7. **VEHICLES**

- a. Vehicles assigned to the Transit Police Division shall be purchased by TriMet for the exclusive use of law enforcement personnel. Those vehicles shall be marked with appropriate distinctive insignia to indicate they are Transit Police vehicles. TriMet shall hold title to all vehicles assigned to the Transit Division and be responsible for obtaining and maintaining all vehicle registration and applicable insurance, including self insurance.
- b. TriMet grants the following permit to Oregon City for use of the vehicles described in this Section. Oregon City shall use Vehicles only for the purposes expressly provided for herein, and shall, at its own expense, comply with and obey all laws, rules and regulations in using the Vehicles, including applicable requirements of the Federal Transit Administration. Oregon City represents and warrants that its personnel are adequately trained and licensed to carry out the activities of Oregon City under this Permit, and specifically, to operate the Vehicles. Oregon City shall allow only such trained and licensed personnel to perform the activities authorized by this permit, including operation of the Vehicles.
- c. Notwithstanding any other provision of this Agreement, including Section 10 TERMINATION, either party may immediately terminate this permit of use granted under 6 by providing written notice to the other party as provided in this Agreement for notices.
- d. Oregon City shall not permit any other party other than officers from other Transit Police Division participating jurisdictions to take possession of or use the Vehicles described in this Section 7 while in the custody of Oregon City under this Agreement.

## 8. K-9 UNIT TRAINING FACILITY

- a. TriMet has entered into a ground lease (hereinafter “Lease”) with the Port of Portland effective August 1, 2012 for the use of certain premises (hereinafter “Premises”) to house explosives storage magazines in support of TriMet’s training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration (“TSA”) certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet’s K-9 unit training in accordance with the Lease terms. Oregon City agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.
- b. Based on funding and other needs, the K-9 Program will be approved annually by the General Manager. K-9 Patrol Unit functions may include:
  - i. Conduct Patrol duties with officer;
  - ii. Respond to calls for suspected explosives;
  - iii. Proactively screen deliveries;
  - iv. Perform perimeter checks;
  - v. Evaluate abandoned packages;
  - vi. Support executive protection (with TriMet’s approval only);
  - vii. Support the management of special events; and
  - viii. Public relation events and community outreach;

## 9. PROJECT MANAGERS

- a. Project Managers. All communications or notices under this Agreement shall be provided to the Project Managers designated by this Paragraph. The parties shall promptly notify each other in writing of any change in the designated Project Managers.
  - i. TriMet’s Project Manager is:

Andrew Wilson  
Chief Safety and Security Officer  
Phone (503) 930-7932 Email: WilsonAn@trimet.org  
Address: 101 SW Main St, Portland, OR, 97204
  - ii. Oregon City Project Manager is:

Shaun Davis  
Chief of Police  
Phone: 503-905-3512 Email: sdavis@orccity.org

## 10. TERMINATION

- a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
- b. If TriMet is unable to appropriate sufficient funds to pay Oregon City for their services under this Agreement, TriMet must notify Oregon City and Multnomah County and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
- c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.
- d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.
- e. Upon expiration or termination of this Agreement for any reason, TriMet will receive all equipment, vehicles, and supplies billed to TriMet during the course of this Agreement. Equipment and materials in excess of \$1,000 acquired by Oregon City pursuant to this Agreement will be cataloged and tracked by Oregon City, and transferred to TriMet upon termination. In addition, Oregon City will transfer to TriMet the balance of all equipment reserve accounts to TriMet upon termination for any reason.

## 11. INDEMNIFICATION

- a. Intent. Multnomah County and Oregon City will be responsible for the work of the law enforcement personnel assigned to the TriMet Transit Police Division. It is the intent of the parties that each party be responsible for their own actions or the actions they direct or control. Personnel assigned to the division from Oregon City are not agents of TriMet or Multnomah County. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.
- b. Indemnity to TriMet and Multnomah County. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, Oregon City shall indemnify and hold harmless TriMet and Multnomah County and their respective officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Oregon City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against TriMet or Multnomah County, Oregon City shall defend the same at its sole cost and expense; provided that TriMet and Multnomah County each reserve the right to participate in said suit if any principle of governmental or public law is involved; and if

final judgment in said suit be rendered against TriMet or Multnomah County, and its respective officers, agents, and employees, or any of them, or jointly against TriMet, the County, and Oregon City and their respective officers, agents, and employees, or any of them, Oregon City shall satisfy the same. Oregon City is self-insured and maintains excess coverage for amounts over one million dollars. Oregon City shall maintain excess coverage in an amount of at least one million dollars (\$1,000,000) and name TriMet and Multnomah County as an additional insured.

- c. Indemnity to Oregon City. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, TriMet shall indemnify and hold harmless Oregon City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of TriMet, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against Oregon City, TriMet shall defend the same at its sole cost and expense; provided that Oregon City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Oregon City, and its officers, agents, and employees, or any of them, or jointly against Oregon City and TriMet and their respective officers, agents, and employees, or any of them, the TriMet shall satisfy the same. TriMet is self-insured and maintains excess coverage for amounts over one million dollars.
- d. Liability Related to TriMet Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Oregon City does not assume liability or responsibility for, or in any way release TriMet from any liability or responsibility which arises in whole, or in part, from the validity of TriMet's ordinances, policies, customs, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TriMet adopted ordinance, policy, custom, rule or regulation is at issue, TriMet shall defend the enforceability and/or validity of any such ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against TriMet, Oregon City, or an individual officer due to the enforceability and/or validity of any such TriMet ordinance, policy, custom, rule or regulation, TriMet shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a TriMet policy or ordinance is unconstitutional and/or violates a person's rights, TriMet shall indemnify Oregon City and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. TriMet's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, TriMet shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a TriMet ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of this Section that make each party liable for its own actions.

## 12. **THIRD PARTY BENEFICIARY**

The parties acknowledge and agree that Multnomah County is a third party beneficiary of the indemnity provisions of Section 11 of this Agreement and shall be entitled to enforce its rights under Section 11 of the Agreement as if it were a party hereto.

13. **SEVERABILITY**

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

14. **MEDIATION**

Should any dispute arise between the Parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any Party commencing litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by all Parties.

15. **COMPLIANCE WITH LAWS**

Each party must comply with all federal, state, and local laws, rules and regulations applicable to this Agreement.

16. **DATA RETENTION**

Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law. Records and documents with respect to matters covered in this Agreement shall be retained for three years after the termination of this Agreement.

17. **SURVIVAL**

The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

18. **AMENDMENT**

This Agreement may be modified at any time by written agreement of authorized representatives of TriMet and Oregon City.

19. **INSURANCE**

Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.

20. **FEDERAL FUNDING**

This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit 5.

21. **INTEGRATION**

This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibits 1 through 5 attached hereto which are made a part of this Agreement and constitutes the entire agreement among the parties.

22. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

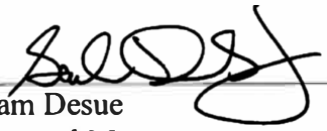
SIGNATURE PAGE FOLLOWS

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The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

**TRIMET**

**OREGON CITY**

  
\_\_\_\_\_  
Sam Desue  
General Manager  
TriMet

6/25/26  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrew Wilson  
TriMet Chief Safety and Security  
Officer

6/22/25  
\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Its

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shaun Davis  
Chief of Police

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
TriMet Legal Department

June 23, 2026  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Oregon City Attorney

\_\_\_\_\_  
Date

**Exhibits:**

- Exhibit 1 – Transit Police Division Deployment Strategy and Priorities
- Exhibit 2 – Transit Police Division Staffing Letter
- Exhibit 3 – Transit Police Division Personnel Operations
- Exhibit 4 – Billing Requirements
- Exhibit 5 – U. S. Department of Homeland Security Grant Requirements



## EXHIBIT 1

### Transit Services Deployment Strategy and Priorities

- GOAL:** To build and maintain public confidence in the security and safety of TriMet's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system.
- OBJECTIVES:** TriMet's objectives for the TriMet Transit Police Division are:
1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.
  2. To build and maintain an appropriate level of cooperation and coordination between the TriMet Transit Police Division, contracted security services provider, and TriMet field personnel, i.e., Operators, Customer Safety Supervisors, and Road and Rail Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.
  3. To build a high level of cooperation and coordination between the TriMet Transit Police Division and other federal, state, and local law enforcement agencies.
  4. To maintain public confidence in use of transit services.
  5. To report related incidents to TriMet.
- STRATEGY:** The deployment of the TriMet Transit Police Division is to be developed in coordination with TriMet and will take into consideration the identified security needs of TriMet. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, TriMet employees, and the general public as they interact with the transit system.
- PRIORITIES:** Deployment priorities for the TriMet Transit Police Division will emphasize:
1. Enforcement: Focusing on TriMet ordinances and State and City laws to help ensure the security of passengers, employees, and TriMet's property by responding timely to transit incidents.
    - a. TriMet has decriminalized fare evasion penalties. The TriMet Code prohibits law enforcement from asking for proof of payment except when authorized by the General Manager. Fare inspection may only be conducted by personnel that are not law enforcement officers unless authorized by TriMet.

2. Problem Orienting Policing: Identifying problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for preventive action; using-whenever possible-community policing strategies. When appropriate, coordinate and assist in providing other services, including services for individuals on transit without stable housing and individuals with behavioral, health, or quality of life concerns, as well as services offered by TriMet such as fare relief programs.
3. Community Involvement: It is a priority of TriMet to have our transit policing integrated with the Oregon City's initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible pro-active presence on and around TriMet's public facilities.
4. Visible Presence: On board buses and light rail (MAX) and at transit center/transfer points.
5. Special Event Support: Develop and execute special operations plans, which includes transit security for planned and unplanned events. Participate in incident command posts established by State and local law enforcement agencies to ensure mass transit needs are represented when law enforcement activity may impact transit operations and coordinate efforts between law enforcement and TriMet's Operations Command Center
6. Reporting: Provides periodic and timely reports concerning the TriMet Transit Police Division's work, analyzes crime, part 1 crime data and trends, and related system security and safety data, and makes recommendations to TriMet with respect to strategy, deployment, and resource allocation.
7. Citizen Complaints: All citizen complaints concerning Transit Police personnel from Oregon City will be referred to the Oregon City Chief of Police with the finding copied to the TriMet Chief of Police. Both parties agree to:
  - a. Maintain a police accountability system as described at subsections (b) through (g) below.
  - b. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about Oregon City personnel working in the Transit Police Division.
  - c. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers or deputies who work in the Transit Police Division.
  - d. Deliver all complaints about an officer or deputy who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.

- e. Absent a conflict with ORS 181A.674(3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- f. To the extent it does not conflict with any applicable labor agreement and agency procedures or directives, the following procedure will be used to handle criminal and non-criminal investigations related to law enforcement personnel assigned to the Transit Police:
  - i. Non-Criminal Investigations. Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.
  - ii. Criminal Investigations. Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.
  - iii. Cooperation. All TPD agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.
  - iv. Notifications. When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the Transit Police Chief and the employing agency as soon as possible. At the completion of each investigation the lead agency will apprise the Transit Police Chief and the employing agency of the findings.
- g. Conduct joint investigations when necessary and appropriate.

**EXHIBIT 2**  
**TRANSIT POLICE DIVISION STAFFING LETTER**

(on TriMet letterhead)

\_\_\_\_\_  
(date of letter)

Shaun Davis  
Chief of Police  
Oregon City  
1234 Linn Ave.  
Oregon City, OR 97045

RE: Oregon City Police Staffing to TriMet Transit Police Division

Dear \_\_\_\_\_:

This letter is issued pursuant to the March 2021 Agreement between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and Oregon City, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the Oregon City to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), , To-Date

- from (effective date of agreement), 2015 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s))  
etc.
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of personnel assigned from the Oregon City to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Andrew Wilson  
Chief Safety and Security Officer, Safety and Security  
TriMet

Agreed to by the Oregon City:

Agreed to by Multnomah County:

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
date

\_\_\_\_\_  
Transit Police Chief

\_\_\_\_\_  
date

## **EXHIBIT 3**

### **TRANSIT POLICE DIVISION PERSONNEL OPERATIONS**

Exhibit 3 consists of the following SOPs:

- Exhibit 3(a) SOP A-11 Overtime;
- Exhibit 3(b) SOP A-17 Shift Bid; and
- Exhibit 3(c) SOP A-34 Vacation Bid

## EXHIBIT 4 BILLING REQUIREMENTS

Microsoft Excel Spreadsheet will be provided that is substantially similar to the following:

|    | A                     | B                                      | C              | D                                          | E                      | F        | G         | H                    | I                      | J                 | K              | L      | M         | N       | O                      | P                 | Q                       | R                       | S                            | T        | U        | V                          | W     | X    | Y      | Z                            | AA                           | AB                                | AC                     | AD    | AE | AF | AG | AH |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
|----|-----------------------|----------------------------------------|----------------|--------------------------------------------|------------------------|----------|-----------|----------------------|------------------------|-------------------|----------------|--------|-----------|---------|------------------------|-------------------|-------------------------|-------------------------|------------------------------|----------|----------|----------------------------|-------|------|--------|------------------------------|------------------------------|-----------------------------------|------------------------|-------|----|----|----|----|-------|--|-------|--|-------|--|-------|--|-------|--|-------|--|--|--|
| 1  | TriMet Transit Police |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 2  | Month:                | Month and year of billing - by payroll |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 3  | Pay dates:            | begin date - end date                  |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 4  | Pay periods:          | begin date - end date                  |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 5  |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 6  |                       |                                        |                |                                            | Regular wages (Actual) |          |           |                      |                        |                   |                |        |           |         | Premium wages (Actual) |                   |                         |                         |                              |          |          |                            |       |      | 0.00%  |                              |                              |                                   |                        |       |    |    |    |    | 0.00% |  | 0.00% |  | 0.00% |  | 0.00% |  | 0.00% |  | 0.00% |  |  |  |
| 7  | Pay date              | Employee Name                          | Position       | Total hours in pay period                  | Reg hours              | OT hours | Longevity | Hourly rate (actual) | Overtime rate (actual) | Total regular pay | 90 Hazard Rate | Patrol | Education | On Call | Drug Handler           | Total premium pay | Pension - PERC Employee | Pension - PERC Employer | Insurance (Dental & Medical) | Life/STD | Cleaning | Social Security & Medicare | SD/UC | SUTA | TriMet | Swann OPSPP for 11.5% of pay | Swann OPSPP for 11.5% of pay | Swann Disability for 11.5% of pay | Total Taxes & Benefits | TOTAL |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 8  |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 9  |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 10 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 11 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 12 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 13 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 14 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 15 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 16 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 17 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 18 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 19 |                       |                                        |                | -                                          | -                      | -        | -         | -                    | -                      | -                 | -              | -      | -         | -       | -                      | -                 | -                       | -                       | -                            | -        | -        | -                          | -     | -    | -      | -                            | -                            | -                                 | -                      | -     | -  | -  | -  | -  |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 20 | Employee name         | Overtime date                          | Overtime hours | Overtime paid (actual, including benefits) | Overtime description   |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 21 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 22 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 23 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 24 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 25 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 26 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 27 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 28 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |
| 29 |                       |                                        |                |                                            |                        |          |           |                      |                        |                   |                |        |           |         |                        |                   |                         |                         |                              |          |          |                            |       |      |        |                              |                              |                                   |                        |       |    |    |    |    |       |  |       |  |       |  |       |  |       |  |       |  |  |  |

EXHIBIT 5 – TRANSIT SECURITY GRANT PROGRAM (TSGP)  
FEDERAL REQUIREMENTS CONTRACT LANGUAGE

1. No Government Obligation To Third Parties

TriMet and Multnomah County (Contractor) acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “ 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above paragraph in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Right to Inventions (04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Equal Employment and Civil Rights (01/18)

Contractor agrees to comply with the following provisions and include in all subcontracts.

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d and Federal transit law, TriMet is a recipient of Federal funds, and as such, prohibits discrimination of any kind. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability .
- B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contracts” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- C. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements DHS may issue.
- D. Age - In accordance with the Age Discrimination in Employment Act of 1974, as amended, 42 U.S.C Sections 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, the Age Discrimination in Employment Act, 29 U.S.C. Sections 621 et seq., and Equal Employment Opportunity Commission implementing regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E. Disabilities - In accordance with section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Sections 12101 et seq., and Titles I, II, III, IV, and V of the ADA, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- F. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Incorporation of Department of Homeland Security Requirements

The preceding provisions include, in part, certain standard terms and conditions required by DHS, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DHS, are hereby incorporated by reference. The Contractor shall comply with the applicable DHS Special Conditions set forth in

Appendix A.

7. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by TriMet. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TriMet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

8. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Procurement of Recovered Materials (04/16)

TriMet and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

11. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following: (1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within

one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

**B. Prohibition**

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal

aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

12. Dispute Resolution and Remedies (08/16)

12.1 Disputes

**SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES CONCERNING THIS AGREEMENT THAT IS NOT RESOLVED BY MUTUAL AGREEMENT, IT IS AGREED THAT IT WILL BE SUBMITTED TO MEDIATED NEGOTIATION PRIOR TO ANY PARTY COMMENCING LITIGATION. IN SUCH AN EVENT, THE PARTIES TO THIS AGREEMENT AGREE TO PARTICIPATE IN GOOD FAITH IN A NON-BINDING MEDIATION PROCESS. THE MEDIATION SHALL TAKE PLACE IN PORTLAND, OREGON. THE MEDIATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES, BUT IN THE ABSENCE OF SUCH AGREEMENT EACH PARTY SHALL SELECT A TEMPORARY MEDIATOR AND THOSE MEDIATORS SHALL JOINTLY SELECT THE PERMANENT MEDIATOR. THE MEDIATOR'S FEES AND COSTS SHALL BE BORNE EQUALLY BY THE PARTIES.**

12.2 Performance During Dispute

Unless otherwise directed by TriMet, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

12.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which TriMet is located.

12.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that TriMet or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

13. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to DHS and to the USEPA Assistant Administrator for Enforcement (ENO329).

14. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

15. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.
- (1) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. Cargo Preference

Contractor agrees:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to TriMet (through the contractor in the case of a subcontractor's bill-of-lading) marked with appropriate identification of the Project.
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. Fly America

If this contract involves the international transportation of goods, equipment, or personnel by air, Contractor agrees 1) to use U.S. flag carriers, to the extent service by these carriers is available and 2) to include this requirement in subcontracts at every tier. The Contractor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event provide a certificate of compliance with Fly America Requirements. 41 CFR Part 301-10.

END OF EXHIBIT 5 – FEDERAL REQUIREMENTS

## *APPENDIX A - DEPARTMENT OF HOMELAND SECURITY SPECIAL CONDITIONS*

The U.S. Department of Homeland Security (DHS) requires that a DHS grant recipient require that any contractor employed in completion of a DHS grant project comply with the following standard financial requirements. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with these requirements.

### Administrative Requirements:

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110)

### Cost Principles:

- 2 CFR Part 225, Cost Principles for State, Local, and Indian tribal Governments (formerly OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

### Audit Requirements:

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

## CERTIFICATION

### REGARDING LOBBYING

#### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
Authorized Official  
TITLE

TRANSIT POLICE DIVISION  
STANDARD OPERATING PROCEDURES



**SOP:** A-11  
**EFFECTIVE:** January 1, 2025  
**REVIEW:** January 1, 2027

**SUBJECT:** Overtime

**PURPOSE:** The purpose of this policy is to provide guidelines for authorization and submission for Overtime.

**POLICY:** It is the policy of the Transit Police Division to recognize that the TriMet Transit Police Division is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, and that overtime needs to be assigned in a fair and equitable manner.

**DEFINITIONS:**

**Planned Overtime** - Overtime anticipated for and posted no less than twenty-four (24) hours or more prior to the time the vacancy occurs.

**Unplanned Overtime** - Overtime not anticipated for or that becomes available with less than twenty-four (24) hours notice prior to the time it is due for staffing.

**Supervisor** - Any Law Enforcement Command Staff member or Sergeant of the Transit Police Division.

**Member** – A sworn law enforcement employee of the Transit Police Division.

**Overtime** - Compensation in “Comp” time or pay at a rate of 1.50 times each hour actually worked.

**Minimum Staffing** - A mandatory minimum level of staffing for certain positions in the Transit Police Division. Any staffing below those numbers would require the use of overtime or other means to ensure the minimums are achieved

**Shift** - A specific group of individuals assigned to a precinct (i.e. Days Central, Afternoon Central, Afternoon East, Afternoon South and Afternoon West).

## PROCEDURE:

### Planned Overtime Shifts:

1. As part of regular scheduling, supervisors of units requiring minimum staffing and supervisors administering special details filled by the use of overtime will ensure that they maintain their schedules up-to date and forecast whenever possible at least 45 days in advance any vacancies so that vacancies can be addressed well ahead of time.
  - a. Any supervisor canceling a planned overtime shift or event shall update the roster and notify the affected member as soon as possible to the cancellation.
2. Planned Overtime shall be divided into separate sign up rosters, consisting of one roster for each precinct.
3. For the first 96 hours after an overtime vacancy is posted the members of that precinct may sign up for one shift per person. Shift preference will apply and members may only sign up for vacancies within their precinct.
  - a. Sergeants in charge of an overtime roster, with command level approval, may authorize two shifts per person. Such authorization will be posted with the roster, and the time frame for when such authorization is in effect.
4. After the vacancy has been posted for more than 96 hours, members of other precincts may sign up for one shift per person per roster.
5. If an unfilled vacancy is within 24 hours of the starting time, all members within the Transit Police Division may sign up for the vacancy, regardless of the number of upcoming vacancies they already are signed up for. Overtime distribution will remain fair and equitable.
6. If an unfilled vacancy is within 18 hours of the starting time, all sergeants within the Transit Police Division may sign up for the vacancy, regardless of the number of upcoming vacancies they are already signed up for. Overtime distribution will remain fair and equitable.

7. Special Detail overtime will not be subject to the 96 hour and 24 hour rules regarding signups. Members shall only sign up for one Special Detail per roster.
  - a. Sergeants in charge of a Special Detail overtime roster, with command level approval, may authorize two shifts per person. Such authorization will be posted with the roster, and the time frame for when such authorization is in effect.
  - b. If within 18 hours of the starting time, all sergeants within the Transit Police Division may sign up for the Special Detail vacancy.
8. Once the member has arrived for an overtime vacancy, the vacancy is considered fulfilled, and the member may sign up for an upcoming vacancy as allowed per policy.
9. Any supervisor finding a member in violation of these signup rules will contact the member and cancel the extra signups as needed to bring the member and affected signup list into compliance.
  - a. Members will not be removed from any signup position for reasons of policy violations, or unit preference, except by a sergeant or command member.
  - b. Any member bumped will be notified immediately by the same member requesting the action.
10. Members signed up for voluntary overtime who wish to rescind their signup with more than ninety six (96) hours prior to the overtime vacancy is required to be filled may cancel by crossing their name out and notifying the on-duty sergeant.
11. Members signed up for voluntary overtime may not rescind their sign up with less than ninety six (96) hours prior to the time the overtime vacancy is required to be filled unless:
  - a. The member personally notifies the on-duty Patrol Supervisor, and
  - b. The member provides for their own volunteer replacement in a manner that complies with current overtime sign up policies and procedures.
12. Members without bona fide and compelling reasons that make them unable to comply with the requirements of the short notice

cancellation directive are otherwise required to fulfill their obligation of their original voluntary overtime sign up. Failure to do so may result in the member being considered Absent Without Permission and subject to disciplinary action.

#### **Unplanned Overtime Shifts:**

1. Generally, unplanned overtime encompasses any leave, special detail, or other instance where a minimum staffing shortfall occurs with less than twenty-four (24) hours notice. The sergeant receiving the information that there is a staffing short fall will immediately follow these steps in the order listed until the position is filled:
  - a. Advertise the vacancy to all qualified and eligible members currently on duty.
  - b. Contact all off-duty Transit Police members via email and/or text. The first member to respond will be assigned the overtime.
  - c. Send a follow up email and/or text to all off-duty Transit Police members the overtime has been filled.
2. Sergeants are authorized to hold staff over while attempted to locate a member to fill the vacancy.



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**Captain Matt Jordan**  
Chief of Police  
Transit Police Division

Distribution: Chief of Police  
Lieutenants  
Sergeants  
Display Board  
Division SOP Manuals

SOP A-11

TRANSIT POLICE DIVISION  
STANDARD OPERATING PROCEDURES



**SOP:** A-17  
**EFFECTIVE:** January 1, 2025  
**REVIEW:** January 1, 2027

**SUBJECT:** Shift Bid

**PURPOSE:** The purpose of this policy is to provide guidelines for an annual shift bid within the Transit Police Division.

**POLICY:** The Transit Police Division shall establish a shift schedule with prescribed days off for each precinct as determined by the unit commander. Preference in days off shall be by seniority on each shift. Whenever two (2) members within the same classification assignment are assigned to the same work schedule, the employee with the most seniority shall have preference in selecting days off.

There shall be one (1) shift change per year beginning the first Sunday of the month of January. The Chief of Police shall determine the work schedules, the number of persons to work a given shift and the days off allowed per shift.

Current and future members assigned to the Transit Police Division will use their home agency seniority as the means to select shifts and days off.

**DEFINITIONS:** **Seniority** - Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position the officer formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

**Special Emergency Situation** - Is defined as those situations reasonably determined by the Chief of Police or by his/her designee(s) to represent an

actual or potential risk of extreme property damage or personal injury to the community.

**Member** – A sworn law enforcement employee of the Transit Police Division.

**Westside Parties** – City of Hillsboro, City of Beaverton, City of Tualatin and the Washington County Sheriff's Office.

## **PROCEDURE:**

### **1. Shift Bidding Process**

- a. Prior to bidding, the unit commander will provide the schedule including shift minimums for bidding by October 15<sup>th</sup>.
- b. The bidding process for shifts will begin no later than November 1<sup>st</sup> of each year at which time the list of available shifts/days off (shift slots) for each shift will be circulated.
- c. The shift/days off (shift slots) will be bid in order of seniority beginning with the most senior employee through the least senior employee until all shift slots are filled. The bidding process will be completed no later than December 1<sup>st</sup> of each year. The upcoming twelve (12)-month schedule will be posted no later than December 15<sup>th</sup> of each year.
- d. Members of the Westside parties and the Clackamas County Sheriff's Office must bid all vacant positions within their respective precincts.
  - i. Officers assigned by the Westside parties to the Westside Precinct are prohibited from transfer and cannot be bumped from the Westside Precinct without prior authorization by the Westside parties.
  - ii. Sergeants from the Hillsboro Police Department and the Beaverton Police Department are assigned to the Westside Precinct and prohibited from transfer and cannot be bumped from the Westside Precinct without prior authorization by the Westside parties.
  - iii. Officers assigned by the Clackamas County Sheriffs' Office to the South Precinct are prohibited from transfer and cannot be bumped from the South Precinct without prior authorization by the Clackamas County Sheriff's Office.

### **2. Work Schedule Changes**

- a. Between regular shift rotations, the Chief of Police or their designee may, for good cause and based upon a good faith analysis of operational and/or personnel needs of the Transit

Police Division, reassign employees to a different shift.  
Employees involved shall receive the appropriate notice in accordance with their home agencies collective bargaining agreement, unless precluded by a Special Emergency Situation.

- b. Voluntary Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding.

### **3. Special Emergency Situation**

- a. When a special emergency situation is declared by the Chief of Police or by his/her designee(s), unit members may be called to duty by the appropriate section commander or his/her designee on adjusted shifts without the normal collective bargaining agreement notification.
- b. An employee called to duty in such manner will be notified at the earliest possible time:
  - i. That he/she is being called in on a special emergency.
  - ii. That his/her shift is being adjusted.
  - iii. What the starting (and, if possible, ending) hours for his/her shift will be.
  - iv. That he will be compensated at the regular overtime rate for hours worked in excess of his regular number of work day or work week hours.



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**Captain Matt Jordan**  
Chief of Police  
Transit Police Division

Distribution: Chief of Police  
Lieutenants  
Sergeants  
Display Board  
Division SOP Manuals

SOP A-17

# TRANSIT POLICE DIVISION STANDARD OPERATING PROCEDURES



**SOP:** A-34  
**EFFECTIVE:** January 1, 2025  
**REVIEW:** January 1, 2027

**SUBJECT:** Bi-Annual Vacation Signup

**PURPOSE:** Establish a procedure for a vacation signup that provides an appropriate level of police services to TriMet, community members and visitors of the Tri-County area.

**POLICY:** Vacation signup shall be annual and based on the seniority of the officer/deputy assigned to a shift. Vacation signups are precinct-specific.

**DEFINITIONS:** **Seniority** - Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position the officer formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

**Member** – A sworn law enforcement employee of the Transit Police Division.

## **PROCEDURE:**

### **1. MINIMUM STAFFING LEVELS:**

- a. Minimum staffing levels, SOP A-31, shall be published prior to each annual vacation signup.
- b. During vacation signup, members shall not sign up for dates that would put the shift or precinct below designated minimum staffing.

## 2. VACATION SIGNUP:

- a. Within each precinct and shift there shall be a annual vacation signup and every employee shall have the right to express their preference for vacation time, but vacation time shall be determined on the basis of seniority, within job classification.
- b. Vacation signup shall follow the shift signup process for each shift.
- c. Vacation signup will be allocated in work week (40 hour) blocks during the first seniority preference signup, with a maximum usage equal to the members annual vacation accrual. (e.g., if a member accrues four (4) weeks of vacation per year, their bi-annual will be two (2) weeks and therefore they are able to select up to two (2) weeks in the seniority signup phase).
- d. This process will continue until each shift member has had an opportunity to sign up for their annual allocated vacation accrual.
- e. The process will continue for a second round where each employee, based on seniority, will be permitted to exercise their right of seniority to include vacation time unallocated in the first round and other personal time off as established by your home agency, i.e., comp time, personal holidays and paid time off.



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**Captain Matt Jordan**  
Chief of Police  
Transit Police Division

Distribution: Capitan  
Lieutenant  
Sergeants  
Display Board  
Division SOP Manuals

SOP – A-34



## CITY OF OREGON CITY

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

### Staff Report

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|              |                                                                                    |                     |               |
|--------------|------------------------------------------------------------------------------------|---------------------|---------------|
| <b>To:</b>   | City Commission                                                                    | <b>Agenda Date:</b> | July 15, 2026 |
| <b>From:</b> | Dayna Webb, Public Works Director<br>Vance Walker, Assistant Public Works Director |                     |               |

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#### **SUBJECT:**

Item 7.d. - Grant Funding from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund for the Public Works Center Street Property (PS 26-002)

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission authorize the City Manager to approve and execute the contract from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund for the Public Works Center Street Property (PS 26-002).

#### **EXECUTIVE SUMMARY:**

In early 2026, the City was awarded a 50/50 matching grant of up to \$33,000.00 from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund, to support the environmental review of Center Street property. Public Works subsequently contracted Maul Foster & Alongi, Inc. (MFA) to complete a Phase I Environmental Site Assessment (ESA) for \$16,000.00. Completed in Spring 2026, the assessment identified several recognized environmental conditions (RECs), indicating potential soil contamination and a possible risk of vapor intrusion in on-site structures.

To further evaluate these concerns, the City Commission approved Amendment No. 1 on July 1, 2026, authorizing MFA to proceed with a \$44,000.00 Phase II ESA. This assessment will examine soil and soil vapor conditions at 116 and 122 South Center Street and Clackamas County tax lots 22E31CA0220 and 22E31CA06201, providing data to better characterize environmental conditions and inform future site decisions.

The State of Oregon, acting through its Oregon Brownfields Redevelopment Fund, has awarded the City a grant of up to \$33,000.00 to reimburse 50 percent of eligible assessment costs and support necessary environmental review activities.

#### **BACKGROUND:**

The Public Works Center Street property consists of four tax lots, all zoned Institutional, which were acquired over time to support the Department's evolving operational needs. Public Works provided a summary of the Center Street property, including an overview of each of the four tax lots and the existing and adjacent zoning to the City Commission in December 2025. This information was intended to guide staff on the preferred course of action among several presented options. Direction was requested on the preferred zoning

designation and the level of pre-sale preparation, ranging from selling the property as-is to undertaking selective mitigation or pursuing full site clearance to inform the next steps in the disposition process.

Following the City Commission's direction in December 2025, Public Works subsequently contracted Maul Foster & Alongi, Inc. (MFA) to complete a Phase I Environmental Site Assessment (ESA) for \$16,000.00. The survey was completed in Spring 2026, and the assessment identified several recognized environmental conditions (RECs), indicating potential soil contamination and a possible risk of vapor intrusion in on-site structures.

To further evaluate these concerns, the City Commission approved Amendment No. 1 on July 1, 2026, authorizing MFA to proceed with a \$44,000.00 Phase II ESA. This assessment will examine soil and soil vapor conditions at 116 and 122 South Center Street and Clackamas County tax lots 22E31CA0220 and 22E31CA06201, providing data to better characterize environmental conditions and inform future site decisions.

The State of Oregon, acting through its Oregon Brownfields Redevelopment Fund, has awarded the City a grant of up to \$33,000.00 to reimburse 50 percent of eligible assessment costs and support necessary environmental review activities.

**OPTIONS:**

1. Approve Grant Funding from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund for the Public Works Center Street Property (PS 26-002).
2. Approve Grant Funding from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund for the Public Works Center Street Property (PS 26-002) with Amendments.
3. Deny Grant Funding from the State of Oregon, acting through its Oregon Business Development Department, Brownfields Redevelopment Fund for the Public Works Center Street Property (PS 26-002) and provide further direction.

**BUDGET IMPACT:**

|                              |                                        |
|------------------------------|----------------------------------------|
| Amount                       | \$33,000.00 Revenue                    |
| Fiscal Year(s):              | 2025-26, 2026-27                       |
| Funding Source(s):           | Public Works Community Facilities Fund |
| Included in Approved Budget: | No                                     |

OREGON BUSINESS DEVELOPMENT DEPARTMENT  
BROWNFIELDS REDEVELOPMENT FUND  
GRANT CONTRACT

Project Name: City of Oregon City, Former Public Works Facilities Site Assessments

Project Number: N26009

This Grant Contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and City of Oregon City (“Recipient”) for financing of the project referred to above and described in Exhibit A (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

|           |                     |
|-----------|---------------------|
| Exhibit A | Project Description |
| Exhibit B | Project Budget      |

|                              |
|------------------------------|
| <b>SECTION 1 - KEY TERMS</b> |
|------------------------------|

The following capitalized terms have the meanings assigned below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 13 February 2026.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) eligible or permitted uses of the Grant (as defined in Section 2) under applicable state and federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Estimated Project Cost” means \$66,000 .

“Grant Amount” means \$33,000.

“ORS” means the Oregon Revised Statutes.

“Project Closeout Deadline” means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

“Project Completion Date” means the date on which Recipient completes the Project.

|                                |
|--------------------------------|
| <b>SECTION 2 - GRANT AWARD</b> |
|--------------------------------|

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project in the form of a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

### SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on a reimbursement basis for Costs of the Project incurred by Recipient. Recipient must submit each disbursement request for Grant funds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). The final disbursement to Recipient shall not be made until OBDD has received and approved Recipient’s final project completion report, as referenced in Section 7.F.(2).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Match Requirement. Recipient will provide evidence satisfactory to OBDD that it has secured and committed match funds, as required by OAR 123-135-0087, in an amount equal to 100% of the total Grant Amount. Municipal and qualifying non-profit organization applicants that are potentially liable because the applicant’s conduct lead to or contributed to the release of contamination at the site receiving the environmental action are subject to a one-to-one (1:1) or 100% of award match requirement. Match must be in cash. Recipient will demonstrate 1:1 proportional cash contributions for each and a combined aggregate of all reimbursements applied for through OBDD, to OBDD’s satisfaction.
- D. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due to them in connection with the Project, instead of reimbursing Recipient for those sums.

### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all of the following conditions are met:
- (1) There is no Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Brownfields Redevelopment Fund (“Fund”) for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) OBDD (a) has received a completed Disbursement Request, (b) has received written evidence of materials and labor furnished, or work performed, in connection with the Project, itemized receipts or invoices for payment, releases, satisfactions, or other signed statements or forms, as OBDD may require, (c) is satisfied that all items and costs listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, (d) has received evidence that the match requirement specified in Section 3.C. has been met, and (e) has determined that the disbursement is only for

costs that constitute eligible costs under this Contract, the Act and any applicable administrative rules and policies.

- (5) Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
- (6) Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures included in the Disbursement Request meet all programmatic eligibility requirements, including, but not limited to, documentation concerning the nature of the activity, when the activity took place, and costs incurred.
- (7) Any conditions to disbursement specified elsewhere in this Contract or in the other financing documents are met.

#### **SECTION 5 - USE OF FINANCIAL ASSISTANCE**

- A. Use of Proceeds. Recipient shall use the Grant only for the activities described in Exhibit A and according to the budget in Exhibit B. Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant funds to retire any debt.
- B. Costs of the Project. Recipient shall apply the Grant to the Costs of the Project in accordance with this Contract, the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, and any interest earned by Recipient on the Grant funds, that are not used according to this Contract, or that remain unexpended after the Project Completion Deadline, the date the Project is completed, or the date that this Contract is terminated shall be immediately returned to OBDD.

#### **SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
  - (1) Recipient is a municipality (as defined in OAR 123-135-0020(14)) validly organized and existing under the laws of the State of Oregon.
  - (2) Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
  - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements made from being misleading. The information contained in this Contract is true and accurate in all respects.

- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Defaults.
- (1) No Defaults or Events of Default exist or will occur upon authorization, execution or delivery of this Contract.
  - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project, or the property on which the Project is located (the "Property") may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project, the Property, or any of the property or assets of Recipient may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or Recipient's properties or operations.
- G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and for the financing and the undertaking and completion of the Project.

## SECTION 7 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
  - (2) Prevailing Wage Requirements.
    - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.

- (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
  - (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.
  - (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
  - (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.
  - (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works project for which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- C. All service providers retained by Recipient, or by Recipient's contractors or subcontractors, for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. Regulatory Oversight. Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
- E. Notifications. Recipient shall acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. Recipient shall:
- (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
  - (2) \Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. Financial Records. Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the Property and the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, Recipient's records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require.

- I. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract, or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved and for a period of two years thereafter.
- J. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses— veteran-owned businesses, and emerging small businesses...” OBDD encourages Recipient in any contracting activity to use good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- L. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. (1) Contributory Liability and Contractor Indemnification—Tort Claims.
- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.
- If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Contractor Tort Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 7M(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, , including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by , and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

**SECTION 8 - DEFAULTS**

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Contract or the Project.
- B. Recipient fails to perform any obligation required under this Contract, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient has instituted and is diligently pursuing corrective action.

## SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under this Contract.
  - (2) Barring Recipient from receiving future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract..
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
  - (5) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. If OBDD is in default under this Contract, Recipient's sole remedy will be, within the limits set forth in this Contract, disbursement of funds for Costs of the Project incurred during the term of the Contract, less any claims OBDD has against Recipient.

## SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is

not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract by OBDD.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same by registered or certified mail, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective on the date indicated in the confirmation of delivery. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the receiving party's email system or by any other technological means that the notice has been received by the receiving party's email system or 2) the receiving party's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director  
Oregon Business Development Department  
775 Summer Street NE Suite 310  
Salem, OR 97301-1280

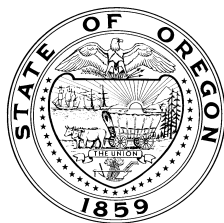
If to Recipient: Public Works Director  
City of Oregon City  
13895 Fir Street  
Oregon City, OR 97045

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. Subject to any limitations provided under the Oregon Constitution or the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys fees and costs at trial and on appeal. Reasonable attorneys fees cannot exceed the rate charged to OBDD by its attorneys in connection with the applicable dispute.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES TO FOLLOW

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department



**CITY OF OREGON CITY**

By: \_\_\_\_\_  
Edward Tabor, Infrastructure &  
Program Services Director

By: \_\_\_\_\_  
Tony Konkol, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Not Required per OAR 137-045-0030

**EXHIBIT A - PROJECT DESCRIPTION**

Recipient will contract with qualified Oregon licensed professionals to perform environmental site assessments and site characterization consistent with technical standards accepted by DEQ. The assessments will be completed for the properties commonly identified as 116 S. Center Street, 122 S. Center Street, and the undeveloped parcels of 2-2E-31CA-02200 (paved parking lot) and 2-2E-31CA-06201 (gravel parking lot). Recipient will submit site assessment reports and findings to OBDD and Oregon Department of Environmental Quality (DEQ) for review and comment.

**EXHIBIT B - PROJECT BUDGET**

| Line Item Activity             | OBDD Funds      | Other      | 1:1 Cash Match  |
|--------------------------------|-----------------|------------|-----------------|
| Environmental Site Assessments | \$33,000        | \$0        | \$33,000        |
| <b>Total</b>                   | <b>\$33,000</b> | <b>\$0</b> | <b>\$33,000</b> |

## SUMMARY OF AWARD

Project Number: N26009 Date of Award: February 13, 2026

Recipient: City of Oregon City

Project Name: Former Public Works Facilities Site Assessments

| Source of Funding (Grant/Loan/Forgivable Loan)                    | Award Amount |
|-------------------------------------------------------------------|--------------|
| Oregon Brownfields Redevelopment Fund – Grant, Public, Tax Exempt | \$33,000     |
|                                                                   |              |
| Total                                                             | \$33,000     |

| General Description of Loan |     |
|-----------------------------|-----|
| Interest Rate               | N/A |
| Maximum Term                | N/A |

| Approved Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The recipient will contract with qualified Oregon licensed professionals to perform environmental site assessments and site characterization consistent with ASTM standards. The assessments will be completed for the properties commonly identified as 116 S. Center Street, 122 S. Center Street, and the undeveloped parcels of 2-2E-31CA-02200 (paved parking lot) and 2-2E-31CA-06201 (gravel parking lot). The recipient will submit all reports and findings to OBDD and DEQ for review and comment. |

**Note:** The full terms and conditions will be contained in the contract; in addition to the standard contract terms and conditions, the following special or additional conditions have been placed on the award:

Based upon the following analysis, the award recommended above should be subject to the following conditions:

- a. Pre-Award Costs: Not applicable
- b. Recipient must submit site assessment reports and findings, to OBDD and DEQ for review and comment.



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 15, 2026  
**From:** Michael Dobaj, IT Director

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**SUBJECT:**

Item 7.e. - VC3 Datto Backup Solution

**STAFF RECOMMENDATION:**

It is staff's recommendation to approve this agreement.

**EXECUTIVE SUMMARY:**

This is a new 3-year agreement with our current vendor VC3, formally Thinkgard, to continue using their services for immutable backups for on-premises virtual servers as well as Office 365.

This is the same vendor we had during our event in 2023, which allowed the city to recover all servers without any data loss and was viewed as a testament to a proper backup solution by multiple other municipalities.

This contract will also replace our backup appliance that is currently out of warranty with a new appliance that is smaller due to the fact we have moved some of our servers to a hosted environment.

Because we have less data to protect, we have been able to cut the annual cost from \$66,771.60 to \$41,688.12. A savings of \$25,083.48 annually.

The total contract costs for 3 years will be:

| <u>Description</u>                    | <u>Monthly</u> | <u>Annual</u>         | <u>3-Year</u>       |
|---------------------------------------|----------------|-----------------------|---------------------|
| Service and Support                   | \$3,474.01     | \$41,688.12           | \$125,064.36        |
| Onetime Appliance & Migration Support |                |                       | \$2,309.99          |
|                                       |                | <b>Contract Total</b> | <b>\$127,374.35</b> |

**BACKGROUND:**

Prior to 2023, the current IT Manager, David Knoll and the city Manager, Tony Konkol, agreed that a proper backup solution was needed to protect the city.

David was able to put in place an immutable, unchangeable, backup solution called Datto, with help from a company called Thinkgard.

That solution continually backed up our servers and data with proper scheduling and retention automatically as well as copied the backups to their cloud solution for a proper onsite and off-site solution.

It was this decision that enabled the city to completely recover from an attack in 2023 and

is the same solution that the city is currently using to protect our data both on-premise and in Office 365.

This solution allows IT to properly maintain a managed and secure backup solution with minimal overhead, and allows IT to recover single files as needed.

This contract is to continue that relationship and keep the city's servers and data recoverable in case another incident occurs.

**OPTIONS:**

1. Approve VC3 Backup Solution.
2. Approve VC3 Backup Solution with Amendments.
3. Deny VC3 Backup Solution and provide further direction.

**BUDGET IMPACT:**

|        |              |
|--------|--------------|
| Amount | \$127,374.35 |
|--------|--------------|

|                 |            |
|-----------------|------------|
| Fiscal Year(s): | 27, 28, 29 |
|-----------------|------------|

|                    |         |
|--------------------|---------|
| Funding Source(s): | General |
|--------------------|---------|

|                              |     |
|------------------------------|-----|
| Included in Approved Budget: | Yes |
|------------------------------|-----|



# City of Oregon City, OR - Replacing Current Appliance with S6-24 Order

**City of Oregon City, OR**  
625 Center Street  
Oregon City, Oregon 97045  
United States

**Tony Konkol**  
tkonkol@orcitey.org  
5039053520

Quote expires: July 31, 2026

**VC3**  
1301 Gervais St.  
Suite 1800  
Columbia, SC 29201  
United States

**Prepared by: Frank Falco**  
  
frank.falco@thinkgard.com  
+16782105908

## Products & Services

| PRODUCTS & SERVICES                        | QUANTITY | UNIT PRICE            | PRICE                                      |
|--------------------------------------------|----------|-----------------------|--------------------------------------------|
| Co-Manage BCDR 24TB S6 Device 384GB<br>RAM | 1        | \$11,264.30           | \$1,809.99<br>after \$9,454.31<br>discount |
| Co-Manage BCDR 24TB S6 1Yr TBR             | 1        | \$3,474.01<br>/ month | \$3,474.01 / month<br>for 3 years          |

| PRODUCTS & SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | QUANTITY | UNIT PRICE | PRICE                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|----------------------------------------------------|
| <p>Migration Services – Enterprise</p> <p>The one-time fee includes:</p> <ul style="list-style-type: none"> <li>• Preconfigure appliance(s) networking to match client environment so that legacy appliance can connect to new appliance</li> <li>• Setup of migration to run on a Friday evening (recommended) through the week-end</li> <li>- Daily monitoring of the migration process to ensure it runs successfully</li> <li>• When the migration is complete, verify that all data has been migrated and confirm the data on the new appliance against the legacy appliance.</li> <li>• Once migrated data has been verified, begin the process of re-enabling local backups</li> <li>• Re-enable offsite replication on new appliance once offsite cloud data is associated to the new appliance</li> <li>• Removal of all backup jobs from legacy appliance(s) to ensure that there is no data on the local appliance(s) or in the cloud for the legacy appliance</li> <li>• Decommission legacy appliance(s)</li> <li>• Shipping Cost of appliance(s) to client</li> </ul> | 1        | \$750.00   | <p>\$500.00</p> <p>after \$250.00 discount</p>     |
| <b>SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |            |                                                    |
| Monthly subtotal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |            | \$3,474.01                                         |
| One-time subtotal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |            | <p>\$2,309.99</p> <p>after \$9,704.31 discount</p> |

## Comments

This agreement is for the **renewal and replacement** of the existing **Appliance** currently deployed for the **City of Oregon City, OR**. The current device is covered under a **5-year warranty**, which is set to **expire on June 30th, 2026**.

(TG1 Serial: B42E99FF5EBE)

This Order is entered into as of July 8, 2026 between VC3 Inc., a Delaware corporation ("Company") and City of Oregon City, OR ("Client")

## Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available [here](#) and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to [betterit@vc3.com](mailto:betterit@vc3.com) identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

## Deliverables & Services

### Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement and rates displayed within Addendum A. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

### Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

### Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.
3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

### Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

## Addendum A - Hourly Rates

| Service Area                        | 2026 Rate | Description of Service Area                                                                                                                                                                                         |
|-------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Consulting & Project Management     | \$ 245.00 | Consulting (Design, Architecture, Planning); Technology Assessments; Project Management. CIO Consulting Services including without limitation product evaluations and application/infrastructure planning services. |
| Security Consulting & Management    | \$ 359.00 | vCISO Services, Security Assessments and Audits. Security team response to incidents outside of terms within applicable Orders.                                                                                     |
| Application Development             | \$ 245.00 | Application Software development, design, testing, and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.                                                            |
| Web Design Services                 | \$ 213.00 | Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.                                                                                                                 |
| Infrastructure Deployment Services  | \$ 218.00 | Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains, and Desktop Deployments.                                                           |
| Infrastructure Maintenance Services | \$ 207.00 | Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server, and Desktop support.                                                              |
| Travel Time                         | \$ 131.00 | Travel time to and from the Client. This rate includes the mileage expense at the current IRS approved mileage rate.                                                                                                |
| After Hours Support Services        | \$ 271.00 | All reactive support services provided to Client outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays                                                            |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

**Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.**

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Tony Konkol**

tkonkol@orcity.org

[ sig/req/signer1 ]

**Corey Kaufman**

corey.kaufman@vc3.com

[ sig/req/signer2 ]



## **CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING DRAFT MEETING MINUTES**

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

### **REGULAR MEETING OF THE CITY COMMISSION**

#### **1. CONVENE MEETING AND ROLL CALL**

*Mayor McGriff convened the meeting at 7:11 P.M.*

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

**EXCUSED: 1** Commissioner Adam Marl

**STAFFERS: 7 -** City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Parks and Recreation Director Scott Archer, Deputy Parks and Recreation Director Tom Kissinger, Economic Development Manager James Graham

#### **2. FLAG SALUTE**

#### **3. CEREMONIES AND PROCLAMATIONS**

#### **4. PUBLIC COMMENTS**

*Shaun Davis, Police Chief, gave a statement about immigration enforcement concerns.*

*Tara Wanstall, business owner on Main Street, spoke about the impact of event-related closures on Main Street and the gaps in the current permitting process that left local businesses vulnerable. Event applications were largely approved automatically with no vetting process to make sure the event was aligned with the City's mission or economic goals. Many events did not communicate with businesses and brought in external vendors who directly competed with local storefronts. She suggested creating clear evaluation criteria for event related closures which included business impact and required involvement with the businesses with a verifiable notification process.*

*William Gifford, resident of Oregon City, discussed a redesign of the City's flag and how NAVA, North American Vexillological Association, would be happy to help organize the design process for free. NAVA had similarly helped other cities across the country and world in the same way.*

*Amy Mitchell, resident of Oregon City, spoke about Oregon City Indivisible and their stand on constitutional rights. She thought police officers needed to protect citizens and document violence and illegal acts by ICE. They needed to use their professional equipment and voice to match and overpower the intimidating energy of ICE and be on the side of the people they served.*

*Mike Stencil, resident of Tualatin but grew up in Oregon City, read a statement about ICE and how they were arresting people with no warrants, identification, or probable cause. He did not think their actions should be allowed. They needed to stand up for the people who were being abducted without due process.*

*Jen Mess, resident of Oregon City, discussed how her neighbors had organized a volunteer escort system for those who were fearful of ICE actions. This was not what a safe and inclusive community looked like. She asked the Commission to pass a resolution that clearly stated Oregon City would uphold their sanctuary laws.*

## **5. PRESENTATIONS**

### **a. Oregon Department of Forestry Presentation on Emerald Ash Borer**

*Tom Kissinger, Parks and Recreation Deputy Director, introduced the topic.*

*Kat Bethea and Matt Mills, Emerald Ash Borer Specialists with Oregon Department of Forestry, gave a presentation on managing Emerald Ash Borer in Oregon 2025 updates. They explained what the Borer was, US detections and rate of spread by year, five infested counties in Oregon, the infestation timeline, impact on the urban forest, dangers of dying Ash, financial implications, policy proposals, quarantine on potentially infected materials, highlights for communication with the public, and available state resources.*

*There was discussion regarding species that could kill the Borer, where the Ash population was in Oregon City, taking Ash off the approved street tree list, and effective treatments.*

### **b. Updates from Seth Henderson, Level Development NW, on the Redevelopment of the Courthouse Property on Main Street**

*Seth Henderson, Level Development NW, gave an update on the Oregon City five story mixed-use building and Liberty Plaza project. He explained the proposed program and concept, schematic concept, highlights of where they were currently in the process, and steps to begin construction in 2027.*

*There was discussion regarding retail on the first floor, height restrictions downtown, the future of Liberty Plaza, and scheduling future updates.*

## **6. ADOPTION OF THE AGENDA**

*The agenda was adopted as presented.*

## **7. CONSENT AGENDA**

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

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

- a. Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission**
- b. DMMO's Coordination and Marketing Plans**
- c. Investment Policy Annual Reapproval**
- d. Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park**
- e. Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services**
- f. Minutes of the September 10, 2024 City Commission Work Session**
- g. Minutes of the February 19, 2025 City Commission Regular Meeting**
- h. Minutes of the March 04, 2025 City Commission Special Interview Meeting**
- i. Minutes of the March 05, 2025 City Commission Regular Meeting**

## **8. PUBLIC HEARINGS**

## **9. GENERAL BUSINESS**

### **a. Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street**

*James Graham, Economic Development Manager, said the applicant was seeking assistance for the project at 703 Main Street. The Commission deemed this a project of interest but wanted more information about the façade which the applicant presented at the last meeting. The Commission requested a revision of the façade renderings, and it was being brought back to tonight's meeting.*

*Derek Metson, representing the applicant, reviewed the project location, existing street view, historic photos of the original façade, proposed street façade with the adjusted rendering, proposed view looking south, proposed view looking north, proposed alley view, and project vision.*

*There was discussion about the adaptive reuse criteria and making sure frosted glass was not used across the whole storefront.*

**Motion by Commissioner Mitchell, seconded by Mayor McGriff, to authorize staff to move forward with the next step in the grant process. The motion carried by the following vote:**

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

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

*Shaun Davis, Police Chief, said at the September 09, 2025, Work Session the Commission discussed civil exclusions in the downtown core area. The Commission directed staff to bring back an ordinance amending the municipal code and a draft map of the boundaries in the downtown core area. He reviewed the history of park exclusions in the City and the proposed changes. This would be similar to what was done for park exclusions and had enforcement and an appeals process.*

*There was discussion regarding staff training, how there were separate exclusions for the library and parks, how repeat offenses would be handled, allowing the Chief to authorize law enforcement personnel not employed by the city to issue exclusions, how a person who had been excluded could still obtain services at the Caring Place, and staff bringing back a report on how the program was going*

*Commissioner Mitchell wanted to ensure that the Chief would only be allowed to authorize outside law enforcement to issue exclusions in times of emergency. There was discussion about how best to define what would qualify as an emergency. This change should not be taken as a requirement that the Commission or City Manager would need to issue an emergency declaration. Commissioner Mitchell only wanted to ensure that the Chief would not be able to use this on a routine basis.*

*The Commission agreed that the last sentence of Section 9.36.040 should be amended to read "In emergency situations, the Chief of Police shall have the ability to authorize law enforcement personnel other than that employed by the City to enforce the terms of this chapter."*

**Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the first reading of Ordinance 25-1016, an ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties, as amended above. The motion carried by the following vote:**

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

## **10. COMMUNICATIONS**

**City Manager** – None

**Commissioners**

*Commissioner Mitchell suggested a discussion of downtown street closures and special events impacts on businesses as a future Work Session topic.*

**Mayor**

*Mayor McGriff said the police stuffy dogs were back. The Giving Tree was up at the Pioneer Community Center.*

**11. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at 9:04 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

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|              |                                                                      |                     |               |
|--------------|----------------------------------------------------------------------|---------------------|---------------|
| <b>To:</b>   | City Commission                                                      | <b>Agenda Date:</b> | July 15, 2026 |
| <b>From:</b> | Kurt Krueger, City Engineer<br>Josh Wheeler, Assistant City Engineer |                     |               |

---

#### **SUBJECT:**

Item 8.a. - Appeal of System Development Charges (SDCs) for 20282 Chanticleer Drive

#### **STAFF RECOMMENDATION:**

Staff recommends denial of the appeal of System Development Charges for 20282 Chanticleer Place.

#### **EXECUTIVE SUMMARY:**

Pursuant to OCMC 13.20.070, an applicant may appeal the director's decision as to the amount of an SDC or the amount of an SDC reduction or reimbursement to the City Commission by filing with the city recorder a notice of appeal within fourteen days of the date of the director's decision and it was timely filed.

The Appellant proposed residential treatment home is a business use that will demand staffing support that will place a greater demand on City streets and sanitary sewer systems. The assessments are calculated using the City-adopted methodology along with a survey of customary approaches in related jurisdictions. Based on this information, staff recommends that this appeal be denied and the Director's decision upheld.

#### **BACKGROUND:**

The applicant has been assessed System Development Charges for a residential care home. The applicant wishes to appeal the charges. Pursuant to OCMC 13.20.070, an applicant may appeal the director's decision as to the amount of an SDC or the amount of an SDC reduction or reimbursement to the City Commission by filing with the city recorder a notice of appeal within fourteen days of the date of the director's decision. The original assessment was made on May 11, 2026. The director's decision was made on June 11, 2026. The request for appeal was received by the city recorder on June 25, 2026 which is within 14 days of the director's decision; therefore, this is a valid appeal.

The subject property was improved with a single-family structure around 2011 through a building permit that included the payment of SDCs. It has existed in single family residential use until the applicant filed an application for a building permit to convert the structure to a

five-bedroom residential care home. Because system development charges were paid with the house development, the applicant received a reduction in the SDC fees that are now due as follows:

|                                                                                                                                                                                                          |                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Transportation:</b> <ul style="list-style-type: none"> <li>Assessed: \$17,998.10</li> <li>Credited (reduced): \$13,972.00</li> <li>Due: \$4,026.10</li> </ul>                                         | <b>Water:</b> <ul style="list-style-type: none"> <li>Assessed: \$15,136.00</li> <li>Credited (reduced): \$15,136.00</li> <li>Due: \$0.00</li> </ul> |
| <b>Sanitary:</b> <ul style="list-style-type: none"> <li>Assessed: \$30,887.50</li> <li>Credited (reduced): \$12,355.00</li> <li>Due: \$18,532.50</li> </ul> <p>(\$14,062.50 is attributable to WES*)</p> | <b>Parks:</b> <ul style="list-style-type: none"> <li>Assessed: \$4,699.33</li> <li>Credited (reduced): \$11,806.00</li> <li>Due: \$0.00</li> </ul>  |
| <b>Stormwater:</b> <ul style="list-style-type: none"> <li>Assessed: \$1,189.00</li> <li>Credited (reduced): \$1,189.00</li> <li>Due: \$0.00</li> </ul>                                                   | <p>Total including all credits: \$22,558.60</p> <p>(City portion not WES): \$8,496.10</p>                                                           |

\*Sanitary Sewer SDCs consist of an Oregon City fee (\$4,470) and a Water Environment Services fee (\$14,062.50). The City does not have any ability to waive or change the Water Environment Services portion of the fee.

System Development Charges (SDCs) are assessed by the City of Oregon City as allowed by state law based on adopted methodologies for Transportation, Sanitary Sewer, Stormwater, Water, and Parks. ORS 223.304 describes the scope of SDC methodologies in detail including the cost of existing facilities, available utility capacity and the demand placed on facilities resulting from new development. These methodologies are different depending on the service at issue. For example, the transportation methodology is based on use categories set forth in the Institute of Transportation Engineers (ITE) Manual.

In this appeal, the Appellant raises two issues: (1) an assertion that the Director erred by assessing SDCs based on an “Assisted Living Facility (ALF) occupancy classification” rather than as a “Residential Treatment Home (RTH),” which the Appellant claims is an R-3 residential use and (2) that the assessment does not accurately reflect the “nature, scale, and residential character of the proposed use.” Appellant believes that the Director assumed a use that requires full-time on-site medical staff, commercial kitchens and high-frequency visitor and employee traffic, when the proposal is “fundamentally different in scale, infrastructure demand, and character.” The ways in which these two uses would differ

has not been detailed but presumably, the level of required support will be less. What is known is that the Appellant will be required to obtain a license from the state to operate this home and that as part of this licensing, the state will require the availability of on-site staffing, whether that occurs in the form of medical or behavioral support or assistance with daily living tasks.[\[1\]](#)

From this record, it is difficult to determine what relevance the “occupancy classification” has for evaluating this appeal. If the reference is to the building code, staff did treat this as an R-3 use for purposes of the building code (and for zoning, for that matter) but building code classifications do not control SDC assessments. Rather, it is the SDC methodology-adopted assessment tables that control.

The Transportation SDC methodology states SDCs are to be assessed based on peak trip generation for vehicles, bicycles, and pedestrians as listed in the Institute of Transportation Engineers (ITE) Manual. Residential Treatment Home is not listed in the ITE Manual. In such cases, staff relies on the most similar use to establish the assessment. The most relatable use comparative to a residential care home identified by staff is Assisted Living. Assisted Living is ITE code 254 which has peak hour trips of 0.22 vehicle trips per bed. This means the new use was assessed as 1.1 peak hour vehicle trips compared to the single family house which was assessed as 1.0 peak vehicle hour trips. Bicycle/Pedestrian trips also assess per bed for an assisted living use. In other words, using the assisted living category has a fairly insignificant increase in the overall trip assessment of .1 vehicle trips.

According to an April 7, 2026 memo produced by FCS group recounting data from the US Census Bureau American Housing Survey concluded that the average number of occupants in a single-family home has a maximum of 2.5 occupants even when the size of the house increases. Residential care homes have 5 adult occupants with either unrelated transportation needs whether generated by the occupant or through other transportation, and at least one employee, totaling 6 occupants which is more than the average number of occupants of a single-family home. It is from this understanding that a residential treatment home will generate transportation demands that are greater than that anticipated by a single-family residential use, the Director determined that no further reduction, beyond that credited to offset the 2011 SDC, was due.

The Sanitary Sewer SDC methodology states SDCs are based on “use” of a property. “Use” is defined as an “equivalent residential unit (ERU).” The use applied to this application is called convalescent or rest home which is assessed as 1 ERU per every 2 beds. The original single-family house is assessed as 1 ERU and the new use, a 5-unit residential care home, is assessed as 2.5 ERUs. A residential care home functions differently than a single-family home. The occupants and/or supportive staff generally remain in unit 24 hours per day, placing greater demand on the sanitary system.

Several residential care home conversions elsewhere in the City have occurred over the past year and each one was assessed in this way. Upon discussions with the applicant prior to the appeal, staff verified the Director’s assessment approach by discussing the assessment with the city’s SDC consultant, FCS Group, Oregon Health Authority (OHA) representatives, Water Environment Services (WES) representatives, and the Department of Human Services

staff.

OHA stated they do not get involved in how SDCs are assessed, but did say that the residential care home requests have significantly increased over the past year. This last year, OHA had over 100 applications to process statewide and most were in the Portland Metro area. In previous years, the most they ever had was 10 per year. OHA views a Residential Treatment Home as a business use occurring within a residential structure.

WES stated they have processed SDCs outside the Oregon City area within their district and assess residential care homes as a business in a residential structure and consider the use an assisted living use. The City of Oregon City assesses WES SDCs within city limits. The City has no ability to alter the WES assessment as part of this appeal request.

For these reasons, the Director applied the adopted SDC methodology in assessing the proposed residential treatment home use. Because the Director concluded that the utility / facility demand from a staffed residential treatment home use will be greater than a single-family residential use, the rate methodology was deemed reasonably reflective of the demands imposed by this use. A residential care home is considered a business which operates similar to an assisted living facility in a smaller setting. This definition of the use has been confirmed with consultation with FCS, WES, and OHA; therefore, staff recommends denial of the appeal.

[\[1\]](#) OAR 309-035-0105(81) provides the only specific definition of the term “residential treatment home (RTH) and provides:

“a program that is licensed by the Division and operated *to provide services and supports on a 24-hour basis* for up to five residents as defined in ORS 443.400(12). A RTH does not include the entities set out in ORS 443.405.” (Emphasis added.)

#### **OPTIONS:**

1. Approve Appeal of System Development Charges (SDCs) for 20282 Chanticleer Drive.
2. Approve Appeal of System Development Charges (SDCs) for 20282 Chanticleer Drive with Amendments.
3. Deny Appeal of System Development Charges (SDCs) for 20282 Chanticleer Drive and provide further direction.

#### **BUDGET IMPACT:**

|                              |                                        |
|------------------------------|----------------------------------------|
| Amount                       | \$22,558.60                            |
| Fiscal Year(s):              | 2027                                   |
| Funding Source(s):           | Transportation and Sanitary Sewer SDCs |
| Included in Approved Budget: | N/A                                    |



## Application for Final Calculation of System Development Charges

Please enter or select your answer in the gray box to the right of the prompt.

### Applicant

|                                         |                                                                                                                                                                                                                  |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name                                    | Chaltu Wakijra                                                                                                                                                                                                   |
| Mailing address, line 1                 | 20282 Chanticleer                                                                                                                                                                                                |
| Mailing address, line 2                 | Oregon City, OR 97045                                                                                                                                                                                            |
| Telephone number (numbers only)         | 240-475-0561                                                                                                                                                                                                     |
| E-mail address                          | cwakijra@yahoo.com                                                                                                                                                                                               |
| Building permit number (or leave blank) | BRESI-26-00048/BRESI-25-00401                                                                                                                                                                                    |
| Estimate or final calculation?          | Final Calculation                                                                                                                                                                                                |
| Application type                        | Tenant Improvement                                                                                                                                                                                               |
| Definition of application type          | Construction by a tenant within an existing building                                                                                                                                                             |
| Instructions for remaining sections     | Complete all remaining sections. All entries should refer only to the building area that is being improved. SDCs that have been paid for any existing use will be netted against SDCs owed for the proposed use. |
| Effective date of SDC estimate          | 5/4/2026                                                                                                                                                                                                         |

### Site

|                                        |                       |
|----------------------------------------|-----------------------|
| Site address, line 1                   | 20282 Chanticleer     |
| Site address, line 2                   | Oregon City, OR 97045 |
| Map number from property tax statement | 3-2E-16A-03500        |
| Land area                              | 0.23                  |
| Units used in land area                | Acres                 |

## System Development Charge Types to Be Included

|                       |                                               |
|-----------------------|-----------------------------------------------|
| <b>Transportation</b> | <b>Yes</b>                                    |
|                       | 2,524 sf 5-bed Res Care Home vs. 2,524 sf SFR |
| <b>Sanitary sewer</b> | <b>Yes</b>                                    |
|                       | 2,524 sf 5-bed Res Care Home vs. 2,524 sf SFR |
| <b>Stormwater</b>     | <b>Yes</b>                                    |
|                       | No new impervious area                        |
| <b>Water</b>          | <b>Yes</b>                                    |
|                       | No change in water meter                      |
| <b>Parks</b>          | <b>Yes</b>                                    |
|                       | 2,524 sf 5-bed Res Care Home vs. 2,524 sf SFR |

## Summary of Final Calculation

|                                            |                    |
|--------------------------------------------|--------------------|
| Transportation, Vehicles                   | \$1,105.10         |
| Transportation, Bike/Ped, General          | \$723.00           |
| Transportation, Bike/Ped, Residential      | \$2,198.00         |
| Sanitary Sewer, Oregon City                | \$4,470.00         |
| Sanitary Sewer, Tri-City Sanitary District | \$14,062.50        |
| Stormwater, Oregon City                    | \$0.00             |
| Water, Oregon City                         | \$0.00             |
| Water, South Fork Water Board              | \$0.00             |
| Parks, Oregon City                         | \$0.00             |
| <b>Total System Development Charges</b>    | <b>\$22,558.60</b> |

Josh Wheeler, PE

Prepared by: \_\_\_\_\_

5/11/2026

Date: \_\_\_\_\_



City Engineer or Public Works Director: \_\_\_\_\_

5/11/2026

Date: \_\_\_\_\_

Documents/Division Folders/Development Services/Finance/SDC/Estimates/2026/20282 Chanticleer-Res Care Home

## Josh Wheeler

---

**From:** Evan Lee  
**Sent:** Thursday, June 25, 2026 11:43 AM  
**To:** Josh Wheeler  
**Cc:** City Recorder Team  
**Subject:** FW: Notice of Appeal – SDC Assessment Dated May 11, 2026 | 20282 Chanticleer Dr  
**Attachments:** OC SDC Calc53 - Chanticleer.pdf

Hi Josh,

The appeal you were asking about has been filed.



**Evan Lee**  
**Assistant City Recorder**

[elee@orccity.org](mailto:elee@orccity.org)  
City of Oregon City  
PO Box 3040  
625 Center Street  
Oregon City, Oregon 97045  
Office Hours: Mon – Fri, 8 am – 5 pm  
503-496-1505 Direct phone  
503-657-0891 City phone

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

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**From:** chaltu wakijra <cwakijra@yahoo.com>  
**Sent:** Thursday, June 25, 2026 10:44 AM  
**To:** Jakob Wiley <jwiley@orccity.org>; City Recorder Team <RecorderTeam@orccity.org>  
**Subject:** Notice of Appeal – SDC Assessment Dated May 11, 2026 | 20282 Chanticleer Dr

Some people who received this message don't often get email from [cwakijra@yahoo.com](mailto:cwakijra@yahoo.com). [Learn why this is important](#)

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To: Jakob Wiley, City Recorder  
City of Oregon City  
[jwiley@orccity.org](mailto:jwiley@orccity.org) | [recorderteam@orccity.org](mailto:recorderteam@orccity.org)

Dear Mr. Wiley and Members of the City Recorder's Office,

Please accept this email as a timely Notice of Appeal pursuant to OCMC 13.20.070.A regarding the SDC assessment dated May 11, 2026, for which a final Director's decision was issued on June 11, 2026.

Applicant: Chaltu Wakijra  
Property Address: 20282 Chanticleer Dr, Oregon City, OR  
Assessment Date: May 11, 2026

Director's Decision Date: June 11, 2026

Basis for Appeal:

The applicant is aggrieved by the Director's SDC assessment on the following grounds:

1. Occupancy Classification Dispute – The assessment appears to apply SDC rates based on an Assisted Living Facility (ALF) occupancy classification. The subject property is a Residential Treatment Home (RTH) licensed under Oregon state law and is properly classified as R-3 residential occupancy under applicable building and land use codes. The SDC rates applicable to R-3 residential use are substantially different from those applied in the assessment, and the applicant contends the incorrect rate methodology was used.

2. Rate Methodology – The applicant respectfully asserts that the SDC fees assessed do not accurately reflect the nature, scale, and residential character of the proposed use, and that application of the correct R-3 classification would result in a materially reduced SDC obligation.

The applicant requests a de novo evidentiary hearing before the City Commission at the earliest available date (July 1, 2026 or July 15, 2026) to present additional evidence in support of a reduced SDC assessment.

Please confirm receipt of this appeal and advise as to the scheduled hearing date and any additional submission requirements.

Respectfully submitted,

Chaltu Wakijra

----- Forwarded Message -----

**From:** Josh Wheeler <[jwheeler@orc.org](mailto:jwheeler@orc.org)>

**To:** chaltu wakijra <[cwakijra@yahoo.com](mailto:cwakijra@yahoo.com)>

**Sent:** Thursday, June 11, 2026 at 03:54:11 PM PDT

**Subject:** RE: System Development Charges in Oregon City

Hello Chaltu,

A final Director's decision has been made on 6-11-26. The Director has agreed with the attached assessment. You have 14 days to appeal the SDC assessment dated 5-11-26 which is attached. The appeal period ends on June 25, 2026 at 5:00pm.

If you choose to appeal, City Code OCMC 13.20.070.A states you should file your appeal with the City Recorder. The notice of appeal shall explain how the applicant is aggrieved and shall set forth with particularity the basis for the appeal.

In response to a timely-filed appeal (prior to June 25, 2026 at 5:00pm), the city commission shall hold an evidentiary hearing during which the applicant may substantiate with additional evidence its claim for a different SDC assessment, reduction or reimbursement. The city commission shall make a de novo review of the director's

decision and issue its own decision in writing, which shall be final when signed by the mayor. The city shall withhold the issuance of building and other permits relating to the property for which an appeal has been filed until all such appeals are conclusively resolved.

Please note, staff have allowed the issuance of building permits to go forward; therefore, the last statement in the code is not applicable.

Your notice of appeal may be an email or a letter provided to [jwiley@orccity.org](mailto:jwiley@orccity.org) and [recorderteam@orccity.org](mailto:recorderteam@orccity.org) . Jakob Wiley is the City's City Recorder.

If you do request an appeal, depending on when you make that appeal, the hearing will either be on July 1, 2026 or July 15, 2026 at the meeting which begins at 7:00pm at 1234 Linn Avenue, the Robert Libke Public Safety Building.

Please let me know if you have any questions.



**Josh Wheeler,**  
**PE**  
**Assistant City**  
**Engineer**  
[jwheeler@orccity.org](mailto:jwheeler@orccity.org)  
City of Oregon City  
PO Box 3040  
13895 Fir Street  
Oregon City, Oregon  
97045  
971-204-4634 Direct  
or phone & text  
971-322-9745 Mobile  
971-204-4601 Public  
Works General  
[www.orccity.org](http://www.orccity.org)

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**From:** chaltu wakijra <[cwakijra@yahoo.com](mailto:cwakijra@yahoo.com)>  
**Sent:** Tuesday, May 26, 2026 10:59 AM  
**To:** Josh Wheeler <[jwheeler@orccity.org](mailto:jwheeler@orccity.org)>  
**Subject:** Re: System Development Charges in Oregon City

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

Good morning Josh

Thank you for sending me the SDC, i really appritiate your support  
i wou;d like to appeal the fee. What is the process to do so?

thank you  
Chaltu

On Monday, May 11, 2026 at 02:48:18 PM PDT, Josh Wheeler <[jwheeler@orccity.org](mailto:jwheeler@orccity.org)> wrote:

Hello,

Please see attached SDC calculation. It has been added to permit BCOMM-26-00048.

Please see responses below **in red**.



**Josh Wheeler,**  
**PE**  
**Assistant City**  
**Engineer**  
[jwheeler@orccity.org](mailto:jwheeler@orccity.org)  
City of Oregon City  
PO Box 3040  
13895 Fir Street  
Oregon City, Oregon  
97045  
971-204-4634 Direct  
or phone & text  
971-322-9745 Mobile  
971-204-4601 Public  
Works General  
[www.orccity.org](http://www.orccity.org)

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State Retention Schedule and may be made available to the public.*

---

**From:** chaltu wakijra <[cwakijra@yahoo.com](mailto:cwakijra@yahoo.com)>  
**Sent:** Thursday, May 7, 2026 4:12 PM  
**To:** Josh Wheeler <[jwheeler@orccity.org](mailto:jwheeler@orccity.org)>  
**Subject:** Re: System Development Charges in Oregon City

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Hi Josh,

Thank you for taking the time to meet with me today — I genuinely appreciated the conversation and your transparency.

I wanted to follow up in writing to confirm a few key points from our discussion and pose one additional question.

### 1. METHODOLOGY – ASSISTED LIVING APPLIED TO AN RESIDENTIAL CARE HOME

As you noted in our meeting, Oregon City does not have a specific SDC methodology for a Residential Care Home. The closest category being applied is Assisted Living Facility. I want to respectfully flag that this is a significant concern.

An Assisted Living Facility is a licensed, staffed, multi-unit care facility — often with dozens of residents, on-site medical staff, commercial kitchens, and high-frequency visitor and employee traffic. A residential care home serving up to five residents in a single-family home is fundamentally different in scale, infrastructure demand, and character. Applying the Assisted Living methodology to my property without adjustment or justification risks overstating the infrastructure impact in a way that is inconsistent with ORS 223.304, which requires that SDC rates reflect actual or projected demand on city systems.

I would ask that this concern be documented in the SDC review record, and that any estimate provided include a breakdown of how the Assisted Living rate was applied and what demand metrics were used for each infrastructure category (water, sewer, stormwater, transportation, and parks).

This information will be shared with the City Attorney and Public Works Director.

### 2. APPEAL REFUND – CONFIRMED

Thank you for confirming that if I pay the assessed SDC and subsequently prevail on appeal, I will receive a full refund minus interest paid. I wanted to confirm this in writing so we are aligned.

Yes, if you pay or defer your SDCs, and you choose to appeal and get a different decision from the City Commission, you may get reimbursement of SDCs paid or reimbursement of deferred SDCs paid (minus any interest)

### 3. ADDITIONAL QUESTION – REFUND IF LICENSE IS NOT OBTAINED

This leads to a related question I would like answered before the assessment is finalized: if I pay the SDC based on a residential care home use, but I am ultimately unable to obtain the required

State of Oregon license — meaning the property will not be used as a residential care home and will revert to single-family residential use — will the SDC be refunded?

Yes, same answer as #2.

The SDC would have been assessed based entirely on a specific intended use that never materialized. It would seem inequitable and potentially inconsistent with the purpose of Oregon's SDC statutes to retain a fee for infrastructure capacity that was never actually demanded. I would appreciate a written response to this question.

Thank you again, Josh. I look forward to hear back from you.

Sincerely,  
Chaltu

On Thursday, May 7, 2026 at 12:11:17 PM PDT, Josh Wheeler <[jwheeler@orcity.org](mailto:jwheeler@orcity.org)> wrote:

3:00 today or afternoon Friday is my availability this week

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---

**From:** chaltu wakijra <[cwakijra@yahoo.com](mailto:cwakijra@yahoo.com)>  
**Sent:** Thursday, May 7, 2026 11:52:17 AM  
**To:** Josh Wheeler <[jwheeler@orcity.org](mailto:jwheeler@orcity.org)>  
**Subject:** Re: System Development Charges in Oregon City

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

Hi Josh,  
Rather than going back and forth over email, I'd love to come in and have a quick conversation with you in person. Would you have any availability this afternoon?  
Thank you,  
Chaltu

On Thursday, May 7, 2026 at 10:19:04 AM PDT, Josh Wheeler <[jwheeler@orcity.org](mailto:jwheeler@orcity.org)> wrote:

Hello,

I will be assessing your System Development Charges. I do not have those assessed yet, but wanted to address your email.

It is correct that occupancy remains as a single family home from a Building Code perspective. This is allowed by State Code.

However, System Development Charges in Oregon City are based on Use. Our methodologies, as verified by our SDC consultants, require assessment of a residential care home differently from a single family home. Our SDC methodologies consider these two different types of uses.

A Building Permit is being issued for change of occupancy. This is now under SDC review and therefore, SDCs will be assessed at time of building permit. Once assessed, you have an appeal period.

I will send our SDC estimate once it is complete and we can discuss further then.



**Josh Wheeler,  
PE  
Assistant City  
Engineer**

[jwheeler@orccity.org](mailto:jwheeler@orccity.org)

City of Oregon City  
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## CITY OF OREGON CITY

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

### Staff Report

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|              |                                              |                     |               |
|--------------|----------------------------------------------|---------------------|---------------|
| <b>To:</b>   | City Commission                              | <b>Agenda Date:</b> | July 15, 2026 |
| <b>From:</b> | Christina Robertson-Gardiner, Senior Planner |                     |               |

---

#### **SUBJECT:**

Item 9.a. - Goal 5 Cultural Areas Rule Tech Implementation

#### **STAFF RECOMMENDATION:**

This is an informational update to the City Commission; no direction is being requested at this time.

#### **EXECUTIVE SUMMARY:**

On December 4, 2025, the Land Conservation and Development Commission adopted the cultural areas rule (OAR 660-023-0210) to ensure that Oregon's land use system meaningfully incorporates tribal knowledge and protects cultural resources. The rule establishes required procedures for providing notice to [federally recognized tribes in Oregon](#), for processing applications from Oregon-based governments to determine that a cultural landscape feature is locally significant, and for integrating these requirements into local land use review and supporting meaningful stewardship of cultural resources while planning for growth.

The rule takes effect January 1, 2027, and applies directly whether or not a local government amends its comprehensive plan or development code. The cultural areas rule is intended to strengthen communication between tribes and local governments by requiring notice for development applications involving ground disturbance, urban growth boundary (UGB) amendments, and certain rural applications.

#### **Tribal notice for land use applications involving ground disturbance**

Oregon City development code currently provides tribal notice as a completeness review requirement. This tribal notice is issued soon after a pre-application conference for a proposal to ensure that all parties have sufficient time to respond to the proposed development. The newly adopted state direction and model code provide a set of requirements at the time of the land use notice. Oregon City will prepare a code amendment package this fall to implement the model code and will reach out to our existing tribal contacts to see whether they would also like to continue staff notice at the pre-application conference stage as a courtesy. Information created for the notice at the pre-application conference will be reused for the land use notice.

#### **Processing cultural landscape feature applications**

The revised Goal 5 also provides direction for how a local government evaluates the significance of a cultural landscape feature and determines appropriate protection measures for significant sites. The adoption of a cultural landscape feature proposed by a

local or tribal government is intended to be a coordinated process that is not subject to the 120-day land use decision process. Any proposed resource will be reviewed for significance, and any implementing protection measures, such as Comprehensive Plan amendments or development code changes, would be completed concurrently with the designation in concert with all parties. Therefore, staff has no recommended code changes for this portion of the revised Goal 5.

#### **Optional Local Archaeological Survey Overlay Zone**

Below are some additional protections the city could choose to pursue in the future based on government-to-government consultation. Any local review would be based on the creation of a memorandum of agreement with the tribal government and would most likely require third-party city archaeological consultants to carry it out. No government-to-government consultation has occurred on this topic. There is no deadline for this work, and the city could choose not to pursue these measures.

- A local government may adopt a local protection program as a plan amendment after January 1, 2026. Any local program that replaces or supplements the baseline protections in OAR 660-023-0210 must be enabled by an MOU with one or more tribes. A local program that replaces protections shall be consistent with the principles for establishing tribal relationships described in guidance from the Legislative Commission on Indian Services.
- A government-to-government consultation program adopted shall be enabled by a memorandum of understanding with one or more tribes.
- A local government may work with interested tribes to identify areas with a high likelihood of containing archaeological sites and require preconstruction surveys within such areas.

#### **BACKGROUND:**

#### **OPTIONS:**

#### **BUDGET IMPACT:**



MAY 1, 2026

# IMPLEMENTING OAR 660-023-0210, THE CULTURAL AREAS RULE

## GUIDANCE FOR OREGON LOCAL GOVERNMENTS

**Tribal Notice • Cultural Landscape Features • Integration with Local Land Use Procedures**

*This document provides optional guidance to assist Oregon cities and counties in understanding and applying OAR 660-023-0210. The rule applies directly whether or not a local government amends its comprehensive plan or development code. The optional model procedures, ordinance language, fee tools, and worksheets included in the appendices are provided for jurisdictions that wish to incorporate Cultural Areas Rule processes into their local land use framework. Local governments may adapt these materials or rely on existing Goal 5 procedures as appropriate.*

## EXECUTIVE SUMMARY

On December 4, 2025, the Land Conservation and Development Commission adopted the cultural areas rule (OAR 660-023-0210) to ensure that Oregon's land use system meaningfully incorporates tribal knowledge and protects cultural resources. The rule establishes required procedures for providing notice to federally recognized tribes in Oregon, for processing applications from Oregon-based governments to determine that a cultural landscape feature is locally significant, and for integrating these requirements into local land use review.

The rule takes effect **January 1, 2027**, and applies directly whether or not a local government amends its comprehensive plan or development code. The cultural areas rule is intended to strengthen communication between tribes and local governments by requiring notice for development applications involving ground disturbance, urban growth boundary (UGB) amendments, and certain rural applications. The rule also provides direction for how a local government evaluates significance of a cultural landscape feature and determines appropriate protection measures for significant sites.

Once a cultural site or landscape is disturbed, its history and heritage can be lost forever. Many tribes in Oregon were left out of local comprehensive planning conversation due to being terminated by the 1953 and 1954 Western Oregon Indian and Klamath Tribal Termination Acts of Congress. The rule does not affect established treaty rights and is consistent with the government-to-government consultation responsibilities expected by state agencies. The rule defines required local government procedures for sending notice to tribes and sharing those comments with applicants and decision-makers. It also outlines how tribal responses must be incorporated into the local record while protecting confidential information about archaeological sites. The goal is to support communication between tribes and local governments so that communities can better identify options for preserving cultural resources while planning for growth.

This guidance document provides optional tools-including model notice procedures, model procedures, and optional enhancements, which jurisdictions may adopt, adapt, or use as reference when implementing the rule.

If you have comments on these tools or suggestions for improvement, please contact Kirstin Greene, AICP, Deputy Director and Tribal Liaison at DLCD. Kirstin may be reached at 971-701-1584 or via email at [Kirstin.greene@dlcd.oregon.gov](mailto:Kirstin.greene@dlcd.oregon.gov).

See DLCD's Tribal Relations web page for additional information: [Department of Land Conservation and Development : Tribal Relations : About DLCD : State of Oregon](#)

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# Chapter 1. Introduction and Purpose

## Introduction and Purpose

This guidance document provides optional tools and reference materials to help Oregon cities and counties implement OAR 660-023-0210, the cultural areas rule. The rule establishes required procedures for tribal notice, local significance evaluation for cultural landscape features under the set of rules that implement Goal 5, and the adoption of site-specific protection measures for landscape features that are found to be significant.

The rule applies directly to local land use decisions beginning January 1, 2027, whether or not a jurisdiction amends its comprehensive plan or development code. Local governments may use their current Goal 5 review processes, adopt new procedures tailored to the rule, or combine both approaches.

The purpose of this guidance is to support consistent, respectful, and effective implementation of the cultural areas rule by clarifying required procedures, offering optional local implementation tools, and identifying state resources available to assist jurisdictions.

## Key Terms and Acronyms

The following acronyms and terms are used throughout this document:

- **UGB** — urban growth boundary
- **DLCD** — Oregon Department of Land Conservation and Development
- **LCIS** — Legislative Commission on Indian Services
- **OARRA** — Oregon Archaeological Records Remote Access system
- **CPA** — Comprehensive Plan Amendment
- **ESEE** — economic, social, environmental, and energy analysis
- **MOU** — Memorandum of Understanding
- **CLF** — Cultural Landscape Feature
- **SCLF** — Significant Cultural Landscape Feature (a CLF determined to be significant under Goal 5)

Note: The term *cultural landscape feature application* is spelled out in this guidance to avoid implying significance before evaluation. The acronym “SCLF” is used only when referring to features already determined to be significant.

## What This Guidance Is — and Isn’t

### This guidance is:

- A set of optional tools
- Model procedures and templates
- Best practices for implementation

### This guidance is not:

- A replacement for the rule
- A mandatory code package
- A comprehensive cultural resource program

Local governments may adopt, adapt, or simply reference the materials in this document based on local needs.

## What This Guidance Contains

This document is organized into three main chapters, followed by appendices that include optional templates and model materials:

- **Chapter 1** introduces the purpose of the guidance and identifies state resources available to support implementation.
- **Chapter 2** explains new required procedures for sending tribal notice and handling tribal responses, specific to notice of review for development proposals that will result in ground-disturbance , UGB amendments, review of development proposals outside UGBs, and cultural landscape feature applications. It also describes confidentiality requirements and optional local cultural resource program components.
- **Chapter 3** provides detailed guidance for processing a cultural landscape feature application, including significance evaluation, integration into Goal 5 inventories, ESEE analysis, adoption of protection measures, and development review.
- **Chapter 4** explains the optional model ordinance package and the optional Model Fee Resolution Package. It describes the structure and purpose of each package, summarizes key provisions, and highlights options for local adoption.

**Appendices** provide optional tools and reference materials, including:

- A summary of how the model ordinance implements the rule
- Guidance for integrating rule requirements into existing local procedures
- A sample checklist for information cultural landscape feature application
- The full model ordinance package
- A model fee resolution package

---

## How Local Governments Can Use This Guidance

Local governments may use this document to:

- Understand required notice procedures
- Prepare for receiving and processing cultural landscape feature applications
- Integrate required notice steps into existing land use procedures
- Adopt or adapt the optional model ordinance exhibits
- Initiate a local cultural resource program in partnership with tribes

Use of the model materials is not required. They are provided to support consistent, respectful, and effective implementation of the cultural areas rule.

---

## Summary of Rule Requirements and Effective Dates

Beginning **January 1, 2027**, all Oregon local governments must comply with the following requirements:

- Tribal notice for land use applications involving ground disturbance
- Tribal notice for UGB amendments
- Tribal notice for certain applications outside UGBs
- Processing cultural landscape feature applications

Local governments may prepare or adopt optional procedures at any time.

---

## State Resources and Assistance

Local governments implementing the cultural areas rule may rely on several state resources for support and technical assistance.

### Department of Land Conservation and Development (DLCD)

DLCD Regional Representatives and the Natural Resource Specialist are available to help cities and counties understand and implement this rule. They can assist with required tribal notice procedures, preparation for receiving cultural landscape feature applications, and associated Goal 5 processes.

### Legislative Commission on Indian Services (LCIS)

LCIS will maintain a list for each city, county, and Metro of contacts for tribes that wish to receive notice in particular areas based on their ancestral connection. Local governments satisfy the rule's notice requirements by sending notices to the tribes listed by LCIS for their jurisdiction. LCIS will provide information for local governments regarding tribes that wish to receive notice. *LCIS will post this information on its website so local governments can easily identify which tribes have asked to receive notice for particular areas. **This guidance will be updated with a direct link once the LCIS webpage is available.***

### Oregon State Historic Preservation Office (SHPO)

SHPO implements state laws and permit requirements that pertain to archaeological sites. [ORS 97.740, ORS 358.905-358.961, ORS 390.235, OAR 736-051-0090] SHPO can assist local governments in understanding confidentiality practices, archaeological permitting, and compliance with state statutes as needed.

## Chapter 2. Notice And Response Guidance

This chapter provides guidance on the required tribal notice established in OAR 660-023-0210 and procedures following a tribe's response to a notice. These requirements apply to several categories of local land use actions, including treatment of applications involving ground disturbance, applications for development outside urban growth boundaries, urban growth boundary amendments, and review of cultural landscape feature applications. This chapter also describes optional local cultural resource program that jurisdictions may choose to develop.

---

### Required Statement on Application Forms

*OAR 660-023-0210(5)(b)*

#### Applicability

All local application forms for land use authorizations that involve ground disturbance.

#### Requirement

Local governments must include a statement on their applicable application forms informing the applicant:

- That it is unlawful to disturb an archaeological site without first obtaining a permit required by OAR chapter 736, division 51; and
- Of the steps required by state law, which a landowner or developer must follow, in the event of unintentional discovery of an archaeological object or site.

Sample language is provided in **Supplement 1**.

---

### Notice to Tribes and Tribal Response Procedures

The cultural areas rule requires local governments to notify tribes of certain land use applications and to incorporate tribal responses into the record while protecting confidential and sensitive information. Local governments meet the various notice requirements in the rule by sending the notice to the tribes on the list provided to them by LCIS. The following sections describe these requirements for each category of land use action.

#### Land Use Applications Involving Ground Disturbance

*OAR 660-023-0210 (5)(b)-(h)*

#### Applicability

The intention of this notice is to provide tribes with an opportunity to flag potential impacts to archaeology sites. Cities and counties must notify tribes of applications seeking local authorization for development that will

result in ground disturbance. Tribal notice is required only for applications that both (A) will result in ground disturbance and (B) are one of the following categories for which public notice is required by statute:

1. Land use permits as defined in ORS 215.402(4) or ORS 227.160(2);
2. Limited land use decisions for which public notice is required under ORS 197.195 or ORS 197.797;
3. Land use actions subject to Oregon Laws 2025, chapter 330, section 3.

**Not required for:**

- Ministerial permits;
- Limited land use decisions processed ministerially under ORS 197.195(6);
- Applications for which public notice is not required by statute.

## Notice Requirements

For applications that meet the two-part applicability test local governments must send notice to tribes no later than five days after the application is deemed complete. The purpose of the notice is to request information about the potential for negative impacts to known or suspected archaeological site.

**Table 1: Required Tribal Notice for Ground-Disturbing Applications**

| STEP | REQUIREMENT                                                                                                                                             | NOTES                                                     |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 1    | Confirm the application will result in ground disturbance <b>and</b> requires statutory public notice                                                   | ORS 215.402(4), ORS 227.160(2), ORS 197.195, ORS 197.797  |
| 2    | Identify tribes and tribal contacts listed by LCIS for the city/county                                                                                  | Use most current LCIS list                                |
| 3    | Send tribal notice by email or other means within <b>5 days</b> of deeming the application complete                                                     | Include description, map, tax lots/address, staff contact |
| 4    | Add responding tribes to the public notice list                                                                                                         | Required for hearings or comment periods                  |
| 5    | Include tribal responses in the record using best practices for managing sensitive information and preserving confidentiality consistent with state law | ORS 192.345(11)                                           |
| 6    | Inform applicant of tribal recommendations                                                                                                              | Not considered public disclosure                          |
| 7    | If SHPO confirms a known site with established boundaries, condition approval on the applicant applying for an archaeological permit                    | ORS 390.235; OAR 736-051                                  |

## Examples of Ground Disturbance

- Grading
- Foundation installation
- Installation of underground utilities
- Mining of aggregate or minerals

Notice must include:

- A description of the proposed development
- A map showing the vicinity of the proposed development
- Tax lots and the street address or other easily understood geographical reference
- Contact information for the jurisdiction's planning official

This tribal notice is separate from the notice of public comment period or hearings provided under ORS 197.195, ORS 197.791 or Oregon Laws 2025, chapter 330, section 3. A sample tribal notification sheet is provided in **Supplement 2**.

## Response and Treatment of Sensitive and Confidential Information

When a tribe responds to a notice, the local government must add the tribal contact to the list of interested parties receiving notice of public comment period or hearings provided under ORS 197.195, ORS 197.797 or Oregon Laws 2025, chapter 330, section 3.

Information from a tribe received prior to the first evidentiary hearing - or by the close of the comment period if no public hearing is held - shall be included as part of the record for the application in a manner that balances the interest of preserving confidentiality of information on the location of a known or suspected archaeological site with that of informing development practices that avoid impact to a sit. Information concerning the location of archaeological sites or objects is exempt from public records law under ORS 192.345(11).

Best practices for treating confidential and sensitive information include:

- Acquire and publish aggregated data in a spatial format to indicate relative likelihood of inadvertent discovery within all or a portion of a local jurisdiction.
- Acquire and publish data on a known archaeological site if the location of the site is approximated so that the precise location of the site is obscured.
- Acquire and keep confidential information on a specific site that is used to inform permit conditions or other strategies for avoiding impacts to a site or support compliance with state statutes and rules governing excavation of an archaeological site.

Local governments must inform the applicant when a tribe responds and transmit to the applicant a tribe's recommendation for avoiding or mitigating impacts. Communication of such information to an applicant is not considered public disclosure.

While local governments must consider information in a tribe's response pertinent to the local review, the local government is not required to alter its review standards. Findings must address tribal feedback and explain how the information was considered including any recommendations for avoiding or minimizing impacts.

## Additional Requirement

If SHPO confirms that the proposed development is within the established boundaries of a known archaeological site, the city or county must condition the land use decision on the applicant applying to SHPO for an Oregon Archaeological Permit according to state archaeological laws.

# Urban Growth Boundary (UGB) Amendments

OAR 660-023-0210(7)(a)-(c)

## Applicability

Local governments must send notice to tribes when a UGB amendment is proposed for adoption. .

## Notice Requirements

- **Cities** must send notice at least 35 days prior to the first evidentiary hearing.
- **Metro** must send notice at least 45 days prior to the first evidentiary hearing.

**Table 2: Required Tribal Notice for UGB Amendments**

| STEP | REQUIREMENT                                                                                                                                             |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Identify tribes and tribal contacts listed by LCIS for the city/Metro                                                                                   |
| 2    | Send notice 35 days before the first evidentiary hearing (cities) or 45 days before the hearing (Metro)                                                 |
| 3    | Include tribal responses in the record using best practices for managing sensitive information and preserving confidentiality consistent with state law |
| 4    | Metro must forward tribal responses to the affected city or county                                                                                      |
| 5    | If information on a cultural landscape feature is included in the record, apply Goal 5 per OAR 660-023-0250(3)(c) following adoption of the amendment   |

## Response and Treatment of Sensitive and Confidential Information

Directives for handling confidential and sensitive information are the same as those described in Section 1 in this chapter in the *Response and Treatment of Sensitive and Confidential Information* section for Ground Disturbing Activities. Tribal responses received prior to the first evidentiary hearing shall be included in the record or referenced in a manner that avoids public disclosure of confidential and sensitive information.

Metro must convey tribal responses to the city or county responsible for comprehensive planning of the UGB expansion area.

## Additional Requirement

If factual information in the record demonstrates that a cultural landscape feature or its impact area is present in the UGB expansion area, the city or county responsible for comprehensive planning of the UGB expansion area must apply Goal 5 consistent with OAR 660-023-0250(3)(c).

# Applications Outside Urban Growth Boundaries

OAR 660-023-0210(8)(a)-(d)

## Applicability

The intention of this notice is to provide tribes with an opportunity to flag potential impacts to important cultural landscape features. Counties must identify permit applications on lands outside an urban growth boundary that require a comment period under ORS 215.402(4) and provide notice to tribes. This requirement will overlap with OAR 660-023-0210(5) for protection of archaeological sites and may be satisfied with the same tribal notice when both provisions apply.

Notice Requirements

Counties must send tribal notice no later than five days after an application is deemed complete to request information about the potential for negative impacts to a cultural landscape feature.

As for notices required under section (5), notice must include:

- A description of the proposed development
- A map showing the vicinity of the proposed development
- Tax lots and the street address or other easily understood geographical reference to the subject property
- Contact information for the jurisdiction’s planning official

A sample tribal notification sheet is included as **Supplement 2**.

For more information on laws and best practices that apply to archaeological sites on private land see **Supplement 1**.

Notification and consultation with tribes required and carried out as part of a federal action satisfy the requirements of this section.

Table 3: Required Tribal Notice for Rural Applications

| STEP | REQUIREMENT                                                                                                                                             |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Identify applications requiring a comment period under ORS 215.402(4)                                                                                   |
| 2    | Identify tribes and tribal contacts listed by LCIS for the county                                                                                       |
| 3    | Send tribal notice within 5 days of deeming the application complete                                                                                    |
| 4    | Include description, map, tax lots/address, and staff contact                                                                                           |
| 5    | Include tribal responses in the record using best practices for managing sensitive information and preserving confidentiality consistent with state law |
| 6    | Include voluntary or required federal measures in the record unless confidentiality is requested                                                        |

Response and Confidentiality

All responses received from a tribe must be treated as part of the official record. When a tribe responds, the local government must add the tribal contact to the list of interested parties receiving notice of public comment period or public hearing on the application provided under ORS 197.195, ORS 197.797 or Oregon Laws 2025, chapter 330, section 3.

If a tribe indicates the potential for a negative impact, the local government must offer to arrange a meeting with the tribe(s) and the applicant within the required review timeline to discuss potential impacts and voluntary measures to avoid or minimize them.

Directives for managing confidential and sensitive information are the same as those described under *Response and Treatment of Sensitive and Confidential Information* for applications involving ground disturbance.

Local governments must include voluntary measures or required federal measures in the record unless the tribe requests confidentiality.

## Cultural Landscape Feature Applications

OAR 660-023-0210(4)(c)

### Applicability

Local governments must provide notice for all applications received from an Oregon-based government to add a cultural landscape feature to the local inventory of Goal 5 significant sites.

### Notice Requirements

Local governments must notify property owners whose land contains any portion of the feature or its impact area. They must also notify tribes listed by LCIS within seven days of receiving the application.

Detailed guidance on significance evaluation, ESEE analysis, and adoption of protection measures is provided in Chapter 3.

---

## Optional Local Cultural Resource Program Components

OAR 660-023-0210(9)

### Optional Local Archaeological Survey Overlay Zone

OAR 660-023-0210(9)(c)

A local government may adopt a local protection program as a plan amendment after January 1, 2026. Any local program that replaces or supplements the baseline protections in OAR 660-023-0210 must be enabled by an MOU with one or more tribes.

- A local program that replaces protections shall be consistent with the principles for establishing tribal relationships described in guidance from the Legislative Commission on Indian Services.
- A government-to-government consultation program adopted shall be enabled by a memorandum of understanding with one or more tribes.
- Notification to a local government by a tribe of withdrawal from a memorandum of understanding, upon which the government-to-government consultation program relies, will cause the local government to resume compliance with the baseline protections for archaeological sites and potentially significant cultural landscape features process steps.

- A local program adopted prior to January 1, 2026, to protect archaeological and cultural resources is consistent with these rules if the local government provides required noticing.
- As an alternative to OAR 660-023-0030, a local government may identify areas with a high likelihood of containing archaeological sites and require preconstruction surveys within such areas.
- Local governments must notify tribes when initiating a local program identifying areas with a high likelihood of containing archaeological sites and require preconstruction surveys within such areas.
- Local governments may limit development to protect an archaeological site identified through a preconstruction survey, provided the local government follows the Goal 5 analysis decision process and adopts a program to achieve protection.

Local governments must provide notice to tribes if they choose to pursue creation and adoption of a requirement for preconstruction archaeological surveys in select areas.

### **Alternate Notice Procedures (MOU-Based)**

As provided for in Section 9 of the rule (Optional and additional local protection strategies), subsection (a), a local government may adopt alternative tribal notice procedures to substitute for the notice requirements in OAR 660-023-0210(5) and (8). Optional, alternative notice procedures must be adopted as a plan amendment and be enabled by a memorandum of understanding with one or more tribes as provided in OAR 660-023-0210(9)(a)(B).

### **Optional Preconstruction Archaeological Survey Requirement**

As provided for in Section 9 of the rule (Optional and additional local protection strategies), subsection (c), a local government may work with interested tribes to identify areas with a high likelihood of containing archaeological sites and require preconstruction surveys within such areas. A local government may limit development to protect an archaeological site identified through a preconstruction survey. However, limits on development must be supported by findings from an ESEE analysis, as described in OAR 660-023-0040, and incorporated into a development code, consistent with OAR 660-023-0050.

---

## Supplement 1 — Archaeological Law Statement

*Model language for inclusion on local applications for land use permits*

All archaeological sites contribute to the physical record of the history of Oregon from the earliest inhabitants to the recent past. Under Oregon law, it is illegal to excavate or alter an archaeological site without a permit, remove an archaeological object on public or private lands without a permit, or injure or destroy any Native American cairn, burial, human remains, funerary object, sacred object or object of cultural patrimony. People have lived in Oregon since time immemorial, at least 20,000 years. Evidence of past human occupation exists, in part, within archaeological sites.

If a suspected archaeological object or site is discovered during construction, stop all work and contact the State Historic Preservation Office (SHPO) by calling: (503) 986-0690. If the discovery includes potential human remains, also call Oregon State Police Dispatch at 503-731-3030. Do not resume work until the proper contacts have been made and you have permission from SHPO or OSP to continue.

For more information on laws and best practices that apply to archaeological sites on private land see: [Archaeology Bulletin 1 - Archaeological Sites on Private Lands](#) and [Oregon Archaeology Bulletin Number 3 - Archaeological Sites on Public Lands](#).

---

## Supplement 2 — Tribal Notification Sheet Template

Included below is a sample template language for a tribal notification sheet that could be included with application materials and completed by applicants. DLCD is coordinating with Tribal representatives on a potential update. DLCD would aim to provide this later this year. The language could be placed on a singular sheet or form which would be easily separated from the remainder of a land use application and sent to tribes.

When transmitting the information below, contact information for the local planning official shall also be included with information being sent to tribes.

1. Provide the address or other easily understood geographical reference to the subject property:

2. Provide the map and tax lot number(s) (example 3S-2E-30DD Tax Lot 1200) for the proposed development:

3. Provide a description of the proposed development including information whether there will be ground disturbance including but not limited to:

- Grading,
- Foundation installation,
- Installation of underground utilities, and
- Mining of aggregate or minerals

4. Provide a map showing the vicinity of the proposed development:

# Chapter 3. Cultural Landscape Feature Applications

## Purpose of This Chapter

This chapter explains how local governments must process cultural landscape feature applications submitted by Oregon-based governments under OAR 660-023-0210(4). It describes the required steps for accepting applications, providing notice, evaluating significance, completing an economic, social, environmental, and energy (ESEE) analysis when a site is found to be significant, adopting site-specific protection measures as informed by the ESEE, and integrating those protections into local land use review.

## Relationship to Other Chapters

**Chapter 2** describes the tribal notice requirements that apply when a cultural landscape feature application is submitted. **Chapter 4** provides optional model ordinance language that jurisdictions may adopt or adapt to implement the procedures described in this chapter.

## Cultural Landscape Feature Review Process

Table 4: Cultural Landscape Feature Application Review Steps

| STEP | REQUIREMENT                                                            |
|------|------------------------------------------------------------------------|
| 1    | Accept application from an Oregon-based government                     |
| 2    | Determine completeness based on local review needs                     |
| 3    | Identify tribes and tribal contacts listed by LCIS for the city/county |
| 4    | Notify tribes within <b>7 days</b> of receiving the application        |
| 5    | Notify property owners within the feature and its impact area          |
| 6    | Conduct Goal 5 significance evaluation                                 |
| 7    | If significant, complete an ESEE analysis                              |
| 9    | Add the feature and impact area to the Goal 5 inventory                |
| 9    | Adopt protection measures concurrently                                 |
| 10   | Apply protection measures in all subsequent land use reviews           |

## Accepting Cultural Landscape Feature Applications

Local governments must accept cultural landscape feature applications submitted by an Oregon-based government, as defined in OAR 660-023-0210(1). These applications must be processed as Goal 5 actions. Local governments may not decline to process an application.

Upon receiving an application, the local government must determine whether it is complete based on criteria in OAR 660-023-0030 for evaluating significance of a Goal 5 resource. The local government must follow the notice and review procedures described in this chapter.

**Required Tribal Notice**

Within seven days of receiving a cultural landscape feature application, the local government must notify tribes with ancestral connections to land within the jurisdiction. The Legislative Commission on Indian Services (LCIS) maintains the list for each city and county of tribes that wish to receive notice. Local governments must also notify property owners whose land contains any portion of the cultural landscape feature or its impact area.

**Evaluating Significance**

Local governments must evaluate whether the cultural landscape feature is significant under Goal 5. The significance evaluation must follow OAR 660-023-0030, which requires local governments to determine whether the resource meets the applicable significance criteria.

Tribal governments are authoritative sources of knowledge regarding cultural landscape features. Local governments must consider tribal information submitted during the review and must incorporate that information into the record while protecting confidential and sensitive information.

**Conducting the ESEE Analysis**

If the cultural landscape feature is determined to be significant, the local government must conduct an economic, social, environmental, and energy (ESEE) analysis consistent with OAR 660-023-0040. The ESEE analysis must identify conflicting uses, evaluate the consequences of allowing, limiting or prohibiting those conflicts. An ESEE in consideration of a culturally significant landscape feature must include evaluation of protection strategies listed in OAR 660-023-0210(6)(b).

These strategies include clustering and open space preservation, time-window access restrictions, height limits, and the use of non-reflective surfaces. The ESEE analysis must be sufficient to enable reviewers to gain a clear understanding of the conflicts and the consequences to be expected and inform the chosen protection policy decision.

**Table 5: Examples of Protection Strategies for Significant Cultural Landscape Features**

| STRATEGY TYPE        | EXAMPLES                                                   |
|----------------------|------------------------------------------------------------|
| SITE DESIGN          | Clustering, open space preservation, setbacks              |
| ACCESS MANAGEMENT    | Time-window access restrictions, controlled entry          |
| VISUAL PROTECTIONS   | Height limits, non-reflective materials, screening         |
| USE RESTRICTIONS     | Limits on certain uses or intensities                      |
| ADMINISTRATIVE TOOLS | Overlay zones, conditional use criteria, permit conditions |

## Adopting Protections Concurrently

Local governments must adopt site-specific protection measures concurrently with the of a plan amendment that recognizes significant cultural landscape feature. The protection measures must be consistent with OAR 660-023-0050.

Protection measures may include development standards, conditions of approval, overlay zones, or other regulatory tools. The adopted measures must be included in the local government’s comprehensive plan or development code and must be enforceable through subsequent land use review.

## Updating the Goal 5 Inventory

Once a local government has determined a cultural landscape feature to be locally significant and protection measures are adopted, the local government must add the feature and its impact area to the Goal 5 inventory. The inventory entry must describe the feature, identify its location, and reference the adopted protection measures.

## Integrating Protections Into Development Review

After adoption, the protection measures become approval criteria for all land use applications affecting the significant cultural landscape feature or its impact area. Local governments must ensure that development review procedures incorporate these criteria and that staff and decision-makers apply them consistently.

Table 6: Applying Protection Measures in Development Review

| REQUIREMENT              | DESCRIPTION                                                                |
|--------------------------|----------------------------------------------------------------------------|
| APPLY ADOPTED CRITERIA   | Use protection measures as approval criteria for all affected applications |
| MAINTAIN CONFIDENTIALITY | Summarize sensitive information without disclosing site locations          |
| COORDINATE WITH TRIBES   | Notify tribes when required and consider their input in findings           |
| DOCUMENT DECISIONS       | Include findings showing how protection measures were applied              |

## Implementation Guidance: The Application Review Process

### Best Practices for Administering the Application Review Process

Local governments should maintain clear intake procedures, use standardized notice templates, and document all communications with tribes and applicants.

Local governments should also coordinate early with DLCD and SHPO when questions arise regarding consideration of potential archaeological impacts, confidentiality, or Goal 5 procedures.

## **Recordkeeping and Handling of Confidential and Sensitive Information**

Local governments must protect the confidentiality of sensitive information throughout the review process. Records containing sensitive information must be stored securely and must not be disclosed to the public. Information that informs a decision, but is not disclosed to the public, may be summarize in a way that protects the specific location and nature of the site.

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## **Coordination with State and Tribal Partners**

Local governments are encouraged to coordinate with tribes, DLCD, SHPO, and LCIS when developing or implementing local cultural resource programs. Early coordination helps ensure that local procedures align with state requirements and reflect tribal knowledge and priorities.

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## **Conclusion**

The cultural landscape feature review process provides a structured pathway for recognizing and protecting culturally significant landscapes in partnership with tribes and Oregon-based governments. By following the procedures in this chapter and integrating the required protections into local land use review, jurisdictions can support meaningful stewardship of cultural resources while planning for growth.

## Chapter 4. Overview of the Model Ordinance and Fee Resolution Packages

### Purpose of This Chapter

This chapter explains how local governments can use the optional Model Ordinance Package and the optional Model Fee Resolution Package to implement the cultural areas rule. It describes the structure and purpose of each package and highlights key choices for local adoption. The chapter provides summaries and excerpts of the model language; full, copy-ready versions of all materials are included in **Appendix D. Model Ordinance Package** and **Appendix E. Model Fee Resolution Package**.

Both packages are optional and not required by OAR 660-023-0210. Local governments may adopt the model language as written, adapt it to fit local procedures, or use as a reference when updating existing code or fee schedules. The purpose of the packages is to help integrate the rule's requirements into local land use systems in a clear, predictable, and consistent manner.

### Implementation Note

The chapter includes summaries and excerpts of the model notice procedures, Cultural Landscape Feature application procedures, and comprehensive plan policies. Full, copy ready versions of all model language are provided in **Appendix E**.

### How the Model Ordinance Package is Organized

The Model Ordinance Package consists of three exhibits:

- **Ordinance Exhibit A — Development Code Amendments- Tribal Notice Procedures**
- **Ordinance Exhibit B — Development Code Amendments: Cultural Landscape Features**
- **Ordinance Exhibit C — Comprehensive Plan Amendments**

Each exhibit addresses a specific component of the cultural areas rule and can be adopted individually or as a complete package. The exhibits are designed to work together but do not depend on one another; jurisdictions may choose the components that best fit their existing land use framework.

### How the Fee Resolution Package is Organized

**Appendix E - Model Fee Resolution Package** includes:

- A resolution adopting the cultural landscape feature application fee schedule
- A fee schedule exhibit
- A fee calculation methodology exhibit
- A supporting staff report

Because fees are typically adopted by resolution, the package is separate from the ordinance package. This also allows local governments to update fees later without reopening the development code or comprehensive plan.

## Ordinance Exhibit A - Notice Procedures (Summary and Key Options)

### Purpose of Ordinance Exhibit A

**Ordinance Exhibit A** provides a clear and predictable local process for issuing tribal notice for land use applications involving ground disturbance, UGB amendments, certain rural applications, and cultural landscape feature (CLF) applications. It mirrors the requirements of OAR 660-023-0210(5), (7), and (8) and aligns local procedures and confidentiality requirements with state law.

### Best Practices for Implementing Ordinance Exhibit A

Local governments should ensure that staff understand when tribal notice is required and how to apply the rule's two-part test for ground-disturbing applications. Access the current version of the LCIS tribal contact list and use standardized notice templates to ensure consistency. Staff should document notice, track responses, and protect confidential information, coordinating with SHPO when archaeological questions arise.

### Optional Model Code Enhancements for Exhibit A

Local governments may strengthen **Ordinance Exhibit A** by adopting optional provisions that improve clarity and transparency:

#### General Approval Criterion

This option provides a clear legal hook tying local decisions to state law.

*All land use decisions shall comply with applicable state law, including OAR 660-023-0210 and ORS 358.905–358.961.*

#### Voluntary Applicant Revisions

This option encourages collaboration between applicants and tribes.

*An applicant may submit voluntary revisions in response to tribal comments at any time prior to the close of the record.*

#### Staff Report Summary Requirement

This option improves transparency and ensures that tribal comments are consistently addressed.

*Staff reports for applications requiring notice under this section shall summarize tribal comments received and describe how the comments were considered in the decision.*

These enhancements may be adopted individually or together

## **Ordinance Exhibit B — Cultural Landscape Feature Application Procedures (Summary and Key Options)**

### **Purpose of Ordinance Exhibit B**

**Ordinance Exhibit B** provides a complete process for receiving, evaluating, and acting on CLF applications submitted by Oregon-based governments. It incorporates the rule’s requirements for significance evaluation, ESEE analysis, adoption of protection measures, and integration into development review. Staff should follow the steps in Exhibit B, document notice and responses, and coordinate early with legal counsel and decision-makers to ensure the process aligns with local legislative procedures.

### **Best Practices for Implementing Ordinance Exhibit B**

#### **Use of a Submittal Checklist**

A checklist helps applicants understand expectations and reduces delays. It may include a map of the feature and impact area, a narrative describing the feature, documentation of significance, identification of conflicting uses, and available GIS data

#### **Completeness Review**

For legislative CLF applications, staff may use a minimal completeness standard. Additional information may be requested at any time before the close of the record. This flexibility allows staff to gather the information needed to evaluate significance and conflicting uses without delaying the start of the process.

#### **Evaluating Significance**

Tribal knowledge and documentation should be treated as authoritative sources. Evaluations should describe the feature and impact area and explain how the feature meets the significance criteria in OAR 660-023-0210. Consultants or state partners (DLCD, SHPO, and LCIS) may assist when needed.

#### **Conducting the ESEE Analysis**

The analysis should identify conflicting uses, evaluate protection strategies, and explain the selected approach. Protections should be map based, enforceable, and tied to specific areas. Including protections in a dedicated code section—such as a significant cultural landscape feature overlay—improves clarity.

#### **Integrating Protections into Development Review**

The development review chapter should cross-reference the significant cultural landscape feature protection so they function as approval criteria. This cross-reference supplements, but does not replace, mapped protections.

## Optional Model Code Enhancements for Exhibit B

Local governments may adopt optional provisions to improve clarity and administrative efficiency.

### Application Checklist Authority

This option allows staff to maintain and update a cultural landscape feature application checklist without requiring a code amendment. It is useful for local governments that expect to refine their process over time or want flexibility to request specific types of information.

*The Planning Director may establish and update a cultural landscape feature application checklist to implement this section. The checklist may specify the form and content of application materials, consistent with this code.*

### Minimal Completeness Standard

This option clarifies that cultural landscape feature applications are complete with basic information and that staff may request additional information later in the process, helping avoid unnecessary delays at intake.

*An application under this section is complete when it includes, at a minimum, a map and written description of the potentially significant cultural landscape feature. The Planning Director may request additional information at any time prior to the close of the record.*

### Significance Findings Requirement

This option reinforces the requirement to adopt findings describing the feature and explaining how it meets the significance criteria. It is helpful for local governments that want to ensure a clear and consistent record for future reference or potential appeals.

*In adding a cultural landscape feature to the Goal 5 inventory, the [City/County] shall adopt findings identifying the cultural landscape feature, describing its significance, and explaining how it meets the criteria in OAR 660-023-0210.*

### Economic, Social, Environmental, and Energy Analysis Requirement

This option clarifies the relationship between the cultural landscape feature significance determination and the Goal 5 economic, social, environmental, and energy process. It is useful for local governments that want to ensure that the economic, social, environmental, and energy analysis is consistently documented and tied to the protections adopted.

*When determining a cultural landscape feature is significant, the [City/County] shall conduct an economic, social, environmental, and energy analysis consistent with OAR 660-023-0040 and adopt a program to achieve protection consistent with OAR 660-023-0050.*

### Mapping Requirement

This option ensures that the significant cultural landscape feature and its impact area are clearly shown on the Goal 5 inventory map. It is useful for local governments that want to maintain a complete and accurate inventory, for property owners, and developers.

*The [City/County] shall amend the Goal 5 inventory map to show the significant cultural landscape feature and its impact area.*

## Location of Protection Standards

This option ensures that protections adopted for each significant cultural landscape feature are placed in a consistent location within the development code and incorporated into the Goal 5 inventory. It helps staff and applicants easily locate the applicable standards.

*Each significant cultural landscape feature shall be accompanied by a list of applicable protections, which shall be codified in Section [ ] and incorporated by reference into the Goal 5 inventory.*

## Cross-Reference Requirement

This option ensures that the development review chapter clearly references the significant cultural landscape feature protections so that they function as approval criteria during application review. It works in conjunction with mapped protections and helps avoid confusion during application processing.

*The development review procedures in Chapter [ ] shall reference the significant cultural landscape feature protections in Section [ ] and require findings of compliance where applicable. This cross-reference supplements, and does not replace, mapped protections such as an overlay zone.*

These enhancements provide local governments with additional tools to tailor the cultural landscape feature process to their administrative needs while maintaining consistency with state requirements. They also help ensure that the protections adopted for each significant cultural landscape feature are clear, enforceable, and easy to apply during development review.

# Ordinance Exhibit C — Comprehensive Plan Amendments (Summary and Key Options)

## Purpose of Ordinance Exhibit C

**Ordinance Exhibit C** provides optional comprehensive plan policies that acknowledge the cultural areas rule and describe the jurisdiction's approach to cultural resource stewardship, tribal engagement, and implementation of Goal 5 protections. These policies help ensure consistency between the comprehensive plan and the development code and provide a clear basis for future decisions.

## Best Practices for Implementing Ordinance Exhibit C

Local governments can strengthen the usefulness of these policies by adopting internal practices that support consistency over time, such as:

- Keeping the Goal 5 inventory current when significant cultural landscape features are added
- Clearly showing newly added features and their mapped areas in plan maps or background documents
- Maintaining confidentiality protocols for archaeological and culturally sensitive information

- Integrating cultural resources awareness into broader planning efforts such as transportation plans, housing analyses, and other long-range initiatives.

## Optional Model Plan Policies

In addition to adopting **Ordinance Exhibit C**, local governments may adopt additional policies to reinforce their cultural resource program. These policies are entirely optional and may be used individually or as a set.

### Policy: Recognition of Cultural Landscape Features

This policy highlights the community's interest in acknowledging and caring for cultural landscape features.

*The [City/County] recognizes significant cultural landscape features as important elements of the community's cultural heritage and will protect these resources through its land use planning program.*

### Policy: Coordination with Tribes

This policy expresses the community's interest in maintaining strong working relationships with tribes.

*The [City/County] will coordinate with federally recognized tribes in Oregon when considering land use actions that may affect cultural landscape features or archaeological resources and will support respectful, ongoing government-to-government relationships.*

### Policy: Maintenance of the Goal 5 Inventory

This policy supports ongoing updates to the inventory, so it remains a useful planning tool.

*The [City/County] will maintain its Goal 5 inventory by updating it when new significant cultural landscape features are added and when related information becomes available through established review processes.*

### Policy: Integration with Long-Range Planning

This policy encourages-but does not require- the integration of cultural resource considerations into broader planning efforts.

*When preparing or updating long-range planning documents, the [City/County] will consider significant cultural landscape features and may also consider information voluntarily provided by tribes about areas of cultural value. This policy does not require new surveys or proactive identification of cultural resources.*

## Optional Implementation Measures

Local governments may adopt implementation measures to support long term administration, such as:

- Maintaining cultural landscape feature application procedures in a staff manual
- Maintaining confidentiality protocols for archaeological information
- Updating maps and inventories as new information becomes available

These measures are not required but can improve consistency over time. Fee Resolution Framework (Summary and Key Options)

## Model Fee Resolution Package (Summary and Key Options)

**Appendix E. Model Fee Resolution Package** provides optional language for establishing fees for processing cultural landscape feature applications. It provides the financial structure that helps local governments cover the staff work involved in reviewing these applications.

### How the Fee Schedule Works

The fee schedule is designed to be simple to use. It lists the fee for processing an application for cultural landscape feature application and, where relevant, the hourly rates or pass-through charges that may apply if additional staff time or consultant services are needed. The fee calculation exhibit provides transparency by showing how the fee was developed and how it relates to the work involved.

### How the Fee Resolution Supports Implementation

The fee resolution works in tandem with the model ordinance to support local implementation of the cultural areas rule, including:

- Reviewing applications
- Preparing and sending tribal notice
- Coordinating with tribes and applicants
- Evaluating significance
- Reviewing or preparing the economic, social, environmental, and energy analysis
- Drafting findings and protections
- Updating the Goal 5 inventory
- Preparing hearing materials

The fee schedule helps local governments recover the costs of this work in a clear and predictable way.

### Best Practices for Administering Fees

Local governments can support clear and consistent fee administration by:

- Documenting staff time
- Providing applicants with a written explanation of the fee structure
- Reviewing the fee schedule periodically to ensure it reflects actual processing costs

Because CLF applications may be infrequent and vary in complexity, regular review helps keep the fee aligned with experience. Staff should also understand how the fee schedule relates to the CLF application review so they can explain the purpose of changes to applicants.

Local governments may choose to reduce or waive cultural landscape feature application fees for federally recognized tribes. Because tribes are likely to submit applications to protect culturally important places, and because these applications serve a public purpose, a fee-reduction or fee-waiver policy can support strong government-to-government relationships and improve access to the application review. This policy can be adopted administratively or included in the fee resolution.

## Optional Model Fee Schedule Language

In addition to adopting **Appendix E**, local governments may adopt additional fee schedule language to clarify how cultural landscape feature related fees are applied. The following options may be added to the resolution package if desired.

### Base Cultural Landscape Feature Application Fee

This fee covers the standard staff work required to process a cultural landscape feature application.

*Cultural Landscape Feature Application Fee: \$[amount], covering staff review, notice preparation, significance evaluation, economic, social, environmental, and energy analysis, preparation of findings, and Goal 5 inventory updates.*

### Hourly Staff Time Charge

This option allows the local government to recover additional costs when an application requires more staff time than anticipated.

*Additional staff time beyond the scope of the base fee shall be billed at an hourly rate of \$[amount] per hour.*

### Consultant Pass Through Charges

This option allows the local government to recover the cost of hiring consultants when specialized expertise is needed.

*If consultant services are required to evaluate a cultural landscape feature application, the applicant shall be responsible for the full cost of such services, billed at cost.*

### Fee Reduction or Waiver for Tribes

This optional policy supports government-to-government relationships and equitable access.

*The [City/County] may reduce or waive cultural landscape feature application fees for federally recognized tribes submitting a cultural landscape feature application.*

## Appendices

The appendices offer optional supporting materials that local governments can use when implementing the cultural areas rule. They provide practical tools that can improve consistency, clarity, and efficiency in day-to-day administration. Communities may adapt these materials to fit their internal processes as needed.

The appendices include:

*Appendix A. How the Model Ordinance Implements OAR 660-023-0210*

*Appendix B. Quick Reference: Requirements and Options*

*Appendix C. Sample Cultural Landscape Feature Application Checklist*

*Appendix D. Model Ordinance Package*

*Ordinance Exhibit A — Development Code Amendments- Tribal Notice Procedures*

*Ordinance Exhibit B — Development Code Amendments: Cultural Landscape Features*

*Ordinance Exhibit C — Comprehensive Plan Amendments*

*Appendix E. Model Fee Resolution Package*

*Resolution Exhibit A — Fee Schedule Amendment*

Each appendix is designed to be flexible and easy to use. Local governments may incorporate these materials into staff manuals, application packets, or internal workflows to support smooth implementation.

## Appendix A. How the Model Ordinance Implements OAR 660-023-0210

### Purpose of Appendix A

This appendix explains how the optional model ordinance package corresponds to the requirements of the cultural areas rule (OAR 660-023-0210). It identifies which parts of the rule are implemented directly by state law and which parts may be incorporated into local procedures through adoption of the model ordinance exhibits.

### Alignment of Model Ordinance Exhibits with Rule Requirements

| ORDINANCE EXHIBIT                                | WHAT IT DOES (PLAIN LANGUAGE)                                                                                                           | RULE REQUIREMENT                   | WHERE TO FIND GUIDANCE |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------|
| EXHIBIT A: TRIBAL NOTICE PROCEDURES              | Establishes local triggers, timelines, notice content, confidentiality protections, and how to handle tribal responses                  | OAR 660-023-0210(5), (7), (8), (9) | Chapter 2; Chapter 4   |
| EXHIBIT B: CULTURAL LANDSCAPE FEATURE PROCEDURES | Provides intake steps, significance evaluation, ESEE analysis, adoption of protection measures, and integration into development review | OAR 660-023-0210(4), (6)           | Chapter 3; Chapter 4   |
| EXHIBIT C: COMPREHENSIVE PLAN AMENDMENTS         | Adds plan-level authority and policy support for implementing the rule                                                                  | Goal 5; OAR 660-023-0210           | Chapter 3; Chapter 4   |

### Key Clarification

*The model ordinance package is **optional**. Local governments may comply with the cultural areas rule without adopting any of the model exhibits.*

*However, the rule applies **directly** beginning **January 1, 2027**. Jurisdictions must complete all required notice, response, significance evaluation, ESEE analysis, and protection steps whether or not they update their plans or codes.*

*The model ordinance package simply provides a structured, ready-to-use framework for jurisdictions that want to integrate the rule into their local procedures.*

## Appendix B. Quick Reference: Requirements and Options

This appendix provides a quick-reference guide to the major processes in the cultural areas rule. Each row identifies the overall requirement, the core steps, and any optional approaches a local government may choose to use. Detailed procedures appear in the chapters noted in the final column.

*This appendix is intended as a navigation tool. It does not add new requirements.*

| TOPIC / PROCESS                               | REQUIREMENT                                                                                    | CORE STEPS                                                                                                                                          | OPTIONAL                                                                                          | DETAILS   |
|-----------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------|
| GROUND DISTURBING LAND USE APPLICATIONS       | Notify tribes when an application will disturb the ground and requires statutory public notice | Determine applicability; send notice within 5 days; include tribal responses in the record; protect confidentiality                                 | Local pre-application meetings; enhanced notice templates; local inadvertent discovery procedures | Chapter 2 |
| UGB AMENDMENTS                                | Notify tribes before the first evidentiary hearing on a proposed UGB amendment                 | Send notice 35 days before hearing (cities) or 45 days (Metro); include responses in the record; forward responses when required                    | Early coordination with tribes; supplemental outreach materials                                   | Chapter 2 |
| RURAL APPLICATIONS OUTSIDE UGBS               | Notify tribes of applications requiring a comment period under ORS 215.402(4)                  | Send notice within 5 days; include responses in the record; offer meeting if impacts identified                                                     | Combining notices when both rural and ground-disturbing requirements apply                        | Chapter 2 |
| CULTURAL LANDSCAPE FEATURE APPLICATION REVIEW | Process CLF applications submitted by Oregon-based governments using Goal 5 procedures         | Accept application; send tribal and property owner notice; evaluate significance; complete ESEE if significant; adopt protections; update inventory | Local intake checklists; pre-application meetings; mapping conventions for impact areas           | Chapter 3 |
| PROTECTION MEASURES FOR SIGNIFICANT CULTURAL  | Adopt site-specific protections concurrently with addition to Goal 5 inventory                 | Identify conflicts; evaluate protection strategies; adopt enforceable measures;                                                                     | Additional local protections through MOU-based programs; overlay                                  | Chapter 3 |

| TOPIC / PROCESS                                       | REQUIREMENT                                                             | CORE STEPS                                                                                | OPTIONAL                                                                    | DETAILS   |
|-------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------|
| LANDSCAPE FEATURES                                    |                                                                         | integrate into development review                                                         | zones; preconstruction survey requirements                                  |           |
| DEVELOPMENT REVIEW AFTER ADDITION TO GOAL 5 INVENTORY | Apply adopted protection measures to all affected land use applications | Use protection measures as approval criteria; maintain confidentiality; document findings | Local staff guidance; internal review checklists                            | Chapter 3 |
| MODEL ORDINANCE PACKAGE                               | Optional tools to implement the rule                                    | None required; jurisdictions may adopt, adapt, or reference the exhibits                  | Tailored code language; additional plan policies; local enhancements        | Chapter 4 |
| FEE SCHEDULE                                          | Optional tool to recover costs of processing CLF applications           | Add schedule to fee table; apply fees consistently; track staff time                      | Hourly charges or pass-through costs if authorized; local refund procedures | Chapter 4 |

# Appendix C. Sample Cultural Landscape Feature Application Checklist

This appendix provides an optional sample checklist that local governments may use or adapt when they receive a cultural landscape feature application. The checklist is intended to help local governments organize information needed to evaluate significance and complete the Goal 5 process. It is not required by OAR 660-023-0210, and local governments may modify, expand, or omit any portion of it based on local procedures.

The checklist distinguishes between:

- **Information that is typically needed to evaluate significance and complete the Goal 5 process**, and
- **Optional or recommended items** that may improve clarity or efficiency if a local government chooses to request them.

Local governments may also adopt optional model code language (see **Chapter 4**) if they want to formalize any of the recommended practices.

Local governments may choose to reduce or waive CLF application fees for federally recognized tribes. Because CLF applications are typically legislative, infrequent, and often submitted by tribal governments acting in the public interest, a fee-reduction or fee-waiver policy can support government-to-government relationships and improve access to the Goal 5 process.

## Information Typically Needed for Goal 5 Review

The following items are not required by rule, but they are generally necessary for a local government to evaluate significance, identify conflicting uses, and conduct the economic, social, environmental, and energy (ESEE) analysis under OAR 660-023-0210(4)–(6). Jurisdictions may request this information through local procedures.

| LOCAL REVIEW NEED                                     | DESCRIPTION                                                                                                                                                                                 |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MAP OF THE CULTURAL LANDSCAPE FEATURE AND IMPACT AREA | A map showing the geographic extent of the feature and the proposed impact area. May be submitted as a PDF or in GIS-ready format.                                                          |
| WRITTEN DESCRIPTION OF THE CULTURAL LANDSCAPE FEATURE | A narrative describing the feature, its characteristics, and its cultural importance.                                                                                                       |
| DOCUMENTATION SUPPORTING SIGNIFICANCE                 | Materials explaining how the feature meets the significance criteria in OAR 660-023-0030..                                                                                                  |
| TRIBAL INFORMATION ABOUT SIGNIFICANCE (IF PROVIDED)   | Any information shared by a tribe regarding the feature’s significance. Local governments must treat tribes as authoritative sources of knowledge about features significant to that tribe. |
| IDENTIFICATION OF CONFLICTING USES                    | A description of existing or potential uses that may conflict with protecting the feature, consistent with OAR 660-023-0210(6).                                                             |

|                                           |                                                                                                                                       |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| MATERIALS NECESSARY FOR THE ESEE ANALYSIS | Information needed to evaluate economic, social, environmental, and energy considerations related to potential protection strategies. |
| FILING FEE                                | The adopted cultural landscape feature application fee, as listed in the local government's fee schedule resolution.                  |

### Additional Recommended Submittal Items

These items are not required by rule. Local governments may request the through administrative practice or optional model code if they believe the items will improve clarity, efficiency, or the overall quality of review.

| RECOMMENDED PRACTICE                        | DESCRIPTION                                                                                                                                                       |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GIS READY SPATIAL DATA                      | Shapefiles or georeferenced PDFs that allow staff to integrate the cultural landscape feature and impact area into local GIS systems.                             |
| AUTHORSHIP AND SOURCE DOCUMENTATION         | Identification of the author(s) of technical materials, including qualifications and sources used in preparing significance documentation.                        |
| PARCEL SCALE MAPPING OF CONFLICTING USES    | A spatial depiction of conflicting uses at the parcel level to support a more precise ESEE analysis.                                                              |
| NARRATIVE OF FEASIBLE PROTECTION STRATEGIES | A written description of potential protection strategies the applicant believes may be appropriate for the cultural landscape feature.                            |
| PRE-APPLICATION MEETING SUMMARY             | A summary of any pre-application coordination with staff or tribes.                                                                                               |
| SUMMARY OF TRIBAL COORDINATION EFFORTS      | A description of any tribal information shared during early coordination and how the applicant incorporated the information.                                      |
| SUPPORTING TECHNICAL STUDIES                | Additional studies—such as viewshed analyses, environmental reports, or cultural landscape assessments—that help staff evaluate significance or conflicting uses. |

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## Appendix D. Model Ordinance Package

The materials in this appendix are optional tools that cities and counties may use or adapt when incorporating cultural areas rule procedures into their local land use framework. OAR 660-023-0210 applies directly, and local governments are not required to adopt development code or comprehensive plan amendments to carry out the rule.

This model ordinance package—including a sample staff report, adopting ordinance, development code amendments, and a comprehensive plan amendment—is provided for communities that want to place tribal notice procedures, cultural landscape feature process steps, and related Goal 5 processes into their own code and plan structure. Doing so can improve clarity, consistency, and ease of administration.

Local governments may modify, expand, or choose not to use these materials based on their existing procedures and local context.

# MODEL STAFF REPORT

**To:** [Planning Commission / Governing Body]

**From:** [Planning Director / Community Development Department]

**Date:** [Hearing Date]

**Subject:** Comprehensive Plan and Development Code Amendments Related to Tribal Notice and Cultural Landscape Features

## I. INTRODUCTION

This staff report presents proposed amendments to the [City/County] comprehensive plan and development code to incorporate local procedures related to OAR 660-023-0210, also known as the cultural areas rule. The rule applies directly and establishes required outcomes, and these local amendments provide a clear, predictable administrative structure for implementing those outcomes. The amendments include:

- **Exhibit A:** Development code amendments establishing Tribal Notice Procedures
- **Exhibit B:** Development code amendments establishing procedures for cultural landscape feature applications
- **Exhibit C:** Comprehensive plan amendments providing policy support for cultural landscape feature review and protection

These amendments are optional tools that the [City/County] has chosen to adopt to provide clarity, predictability, and a clear administrative structure for cultural areas rule procedures. The rule applies directly, but local amendments can help integrate its requirements into existing workflows.

## II. BACKGROUND

### A. Overview of OAR 660-023-0210

OAR 660-023-0210 requires Oregon cities and counties to notify federally recognized tribes for certain land use applications, to process CLF applications from Oregon-based governments to evaluate and, if warranted, add significant cultural landscape features to the Goal 5 inventory. The rule requires Goal 5 significance evaluations and ESEE analyses where needed, adoption of protections when the feature is added to the inventory, and application of those protections to future land-use decisions. Tribal notice is specifically required for ground-disturbing applications, rural applications outside urban growth boundaries, and urban growth boundary amendments. Certain provisions of the rule apply directly regardless of whether a jurisdiction adopts local amendments.

The rule also requires tribal notice for:

- Land use applications involving ground disturbing activity
- Rural land use applications outside the urban growth boundary
- Urban growth boundary amendments

Some provisions of the rule apply directly, regardless of whether a city or county adopts local amendments (OAR 660-023-0210(10)(b)).

## **B. Purpose of Local Amendments**

Although the rule does not require local amendments, many local governments choose to adopt local code and plan language to:

- Provide staff with clear, repeatable procedures
- Integrate cultural areas rule requirements into existing workflows
- Support consistent handling of confidential information
- Establish a local application type for adding significant cultural landscape features to the Goal 5 inventory
- Provide a clear home for Goal 5 significance and economic, social, environmental, and energy analyses
- Ensure that adopted SCLF protections are enforceable through development review

The proposed amendments are intended to support these goals and provide a coherent local implementation framework.

## **III. SUMMARY OF PROPOSED AMENDMENTS**

### **A. Exhibit A — Tribal Notice Procedures (Development Code)**

Exhibit A establishes a local procedural framework for issuing tribal notice under OAR 660-023-0210. The exhibit:

- Identifies the types of applications that require tribal notice
- Establishes timing and content requirements
- Directs staff to use the LCIS tribal list
- Provides procedures for handling tribal feedback and confidential information
- Adds the required advisory statement to ground disturbing applications
- Clarifies when archaeological permit conditions apply

These procedures provide a clear workflow for staff and applicants.

### **B. Exhibit B — Cultural Landscape Feature Application Procedures (Development Code)**

Exhibit B provides one clear local pathway for receiving, evaluating, and acting on cultural landscape feature applications submitted by Oregon-based governments. It:

- Creates a cultural landscape feature application type
- Establishes intake and notice procedures
- Outlines the significance evaluation process
- Recognizes tribal governments as authoritative sources of knowledge
- Requires an economic, social, environmental, and energy /conflicting use analysis when significance is found
- Provides a mechanism for adopting site specific protection measures
- Adds significant cultural landscape features to the Goal 5 inventory
- Makes adopted protections enforceable through development review

This exhibit provides a complete, ready to use process for cultural landscape feature applications.

### C. Exhibit C — Comprehensive Plan Amendments

Exhibit C adds or updates comprehensive plan policies to reflect the [City/County]’s role in implementing the cultural areas rule. It:

- Establishes a Goal 5 policy acknowledging the cultural areas rule.
- States that the [City/County] will apply key rule provisions including tribal notice requirements, confidentiality protections for archaeological information, and the requirement to adopt protections at the time a feature is added to the Goal 5 inventory.
- Links cultural landscape feature, tribal notice, significance evaluation, and economic, social, environmental, and energy analysis to the comprehensive plan’s resource protection and historic/cultural elements.
- Adds a policy on government-to-government communication with tribes to clarify expectations for early, respectful, and ongoing engagement.
- Provides a policy foundation for the development code procedures in Exhibits A and B

These comprehensive plan amendments are optional and are intended to help the plan and code operate as a coherent system.

## IV. FINDINGS

The following findings demonstrate that the proposed amendments are consistent with applicable statewide planning goals, Oregon Administrative Rules, and the [City/County] Comprehensive Plan.

### A. Statewide Planning Goals

#### Goal 1: Citizen Involvement

The amendments were reviewed through the [City/County]’s acknowledged procedures, including public notice and hearings before the Planning Commission and [Governing Body]. The public process provided opportunities for comment and participation consistent with Goal 1.

**Finding:** Consistent with Goal 1.

#### Goal 2: Land Use Planning

The amendments maintain a coordinated land use planning process by:

- Integrating cultural areas rule procedures into the local framework
- Providing clear administrative homes for required processes
- Ensuring consistency between the comprehensive plan and development code

**Finding:** Consistent with Goal 2.

### Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

The amendments support Goal 5 by:

- Providing a complete process for evaluating cultural landscape features for local significance
- Ensuring significance evaluation, economic, social, environmental, and energy analysis, and adoption of protection measures occur concurrently
- Adding significant cultural landscape features to the Goal 5 inventory
- Ensuring protections are applied to future land use decisions

**Finding:** Consistent with Goal 5.

### Goal 14: UGB and Urbanizable Land

The amendments establish procedural tools, notice requirements, and policy direction to implement OAR 660-023-0210. These amendments do not adopt site-specific protections, do not change land uses, and do not apply to land inside the urban growth boundary or to land reasonably likely to be included in a future UGB expansion. Therefore, the amendments do not affect the jurisdiction's ability to meet its 20-year urban land needs and are consistent with Statewide Planning Goal 14.

**Finding:** Consistent with Goal 14.

## **B. Oregon Administrative Rules**

### OAR 660-023-0210 (Cultural Areas Rule)

The amendments support implementation of the cultural areas rule by:

- Establishing tribal notice procedures (Exhibit A)
- Establishing cultural landscape feature application and review procedures (Exhibit B)
- Providing comprehensive plan policy support (Exhibit C)

**Finding:** Consistent with OAR 660-023-0210.

### OAR 660-023-0250 (Goal 5 and UGB Amendments)

Exhibit B provides the Goal 5 process necessary to evaluate and protect significant cultural landscape features when present in a proposed urban growth boundary expansion area, as required by OAR 660-023-0250. Where factual information demonstrates a landscape feature or its impact area is present in a UGB expansion area, the [City/County] will apply Goal 5 consistent with OAR 660-023-0250(3)(c).

**Finding:** Consistent with OAR 660-023-0250.

## **C. [City/County] Comprehensive Plan**

The amendments:

- Provide a clear policy basis for cultural areas rule implementation.
- Maintain consistency between comprehensive plan policies and development code procedures.
- Support long term cultural resource protection while preserving the plan's overall land use framework.

**Finding:** Consistent with the [City/County] Comprehensive Plan.

## V. STAFF RECOMMENDATION

Staff recommends that the [Planning Commission / Governing Body] approve the proposed comprehensive plan and development code amendments and adopt Ordinance No. \_\_\_\_, including:

- **Exhibit A:** Development Code Amendments — Tribal Notice Procedures
- **Exhibit B:** Development Code Amendments — Cultural Landscape Feature Procedures
- **Exhibit C:** Comprehensive Plan Amendments

These amendments create a clear, consistent local framework for implementing OAR 660-023-0210 and support the [City/County's] ability to administer tribal notice requirements, process cultural landscape feature applications, conduct Goal 5 significance and economic, social, environmental, and energy analyses, and adopt site specific protection measures when required.

Staff further recommends that the [Planning Commission / Governing Body] adopt the findings contained in this staff report as support for the decision.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND DEVELOPMENT CODE TO IMPLEMENT OAR 660-023-0210 TRIBAL NOTICE PROCEDURES AND ADDITION OF SIGNIFICANT CULTURAL LANDSCAPE FEATURES TO THE GOAL 5 INVENTORY**

WHEREAS, the State of Oregon has adopted OAR 660-023-0210, which sets out requirements for notifying federally recognized tribes and processing applications from Oregon-based governments to evaluate, and where appropriate, add significant cultural landscape features to the Goal 5 inventory; and

WHEREAS, OAR 660-023-0210 sets out requirements for issuing tribal notice, evaluating the significance of cultural landscape features, conducting an economic, social, environmental, and energy / conflicting use analysis, adopting site-specific protection measures at the time a feature is added to the Goal 5 inventory, and applying those protections to future land use decisions; and

WHEREAS, OAR 660-023-0210 requires tribal notice for certain land use applications involving ground-disturbing activity, rural applications outside the urban growth boundary, and urban growth boundary amendments; and

WHEREAS, OAR 660-023-0210(10)(b) provides that certain provisions of the rule—including subsections (4)(c), (5), (6), and (8)—apply directly to local land use decisions whether or not a city or county adopts local code amendments; and

WHEREAS, OAR 660-023-0250 requires the application of Goal 5 when a significant cultural landscape feature or its impact area is present within a proposed urban growth boundary expansion area; and

WHEREAS, the [City/County] of \_\_\_\_\_ chooses to amend its comprehensive plan and development code to incorporate these procedures into its local land use framework and to support consistent implementation of OAR 660-023-0210; and

WHEREAS, the Planning Commission held a duly noticed public hearing on \_\_\_\_\_, 2026, and recommended approval of the proposed amendments; and

WHEREAS, the [Governing Body] held a duly noticed public hearing on \_\_\_\_\_, 2026, and found that the proposed amendments are consistent with the comprehensive plan, applicable statewide planning goals, and OAR 660-023-0210;

**NOW, THEREFORE, THE [CITY/COUNTY] OF \_\_\_\_\_ ORDAINS AS FOLLOWS:**

Section 1. The development code is amended to add Tribal Notice Procedures as shown in Exhibit A, incorporated herein by reference.

Section 2. The development code is amended to add Cultural Landscape Feature Application Procedures as shown in Exhibit B, incorporated herein by reference.

Section 3. The comprehensive plan is amended as shown in Exhibit C, incorporated herein by reference.

Section 4. This ordinance takes effect on \_\_\_\_\_ [a date on or before January 1, 2027, to be consistent with OAR 660-023-0210(10)(g)].

PASSED AND ADOPTED by the [GOVERNING BODY] of the [CITY/COUNTY] of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2026.

Signature blocks and attestation lines for the [GOVERNING BODY] and the [RECORDER/CLERK].

## **EXHIBITS**

Exhibit A — Development Code Amendments- Tribal Notice Procedures

Exhibit B — Development Code Amendments- Cultural Landscape Feature Procedures

Exhibit C — Comprehensive Plan Amendments

## Ordinance Exhibit A — Development Code Amendments- Tribal Notice Procedures

### What This Exhibit Is

Exhibit A provides a local procedural framework for issuing tribal notice under OAR 660-023-0210. Although the rule applies directly, placing these steps in the development code gives staff a clear, consistent workflow for identifying when notice is required, who receives it, and how confidential information is managed.

### What This Exhibit Does

- Identifies the types of applications that trigger tribal notice
- Establishes timing and content requirements
- Directs staff to use the Legislative Commission on Indian Services tribal list
- Provides a consistent method for handling tribal feedback
- Ensures confidentiality protections are followed
- Adds the required advisory statement to ground disturbing applications
- Clarifies when archaeological permit conditions apply

### Why a City or County Might Adopt It

Local governments often incorporate state required outcomes into their development code to ensure:

- Staff have a clear, repeatable process
- Applicants receive consistent information
- Tribal notice is issued on time
- Confidential information is managed correctly
- Local procedures align with existing land use workflows

This exhibit provides a single, accessible location for all tribal notice requirements and supports consistent implementation of directly applicable rule provisions.

## Section Y. Tribal Notice Procedures

### Section Y.010 Definitions

For purposes of this Section:

- A. Tribe: Has the meaning given in OAR 660-023-0210(1)(h).
- B. Ground Disturbing Activity: Includes activities described in OAR 660-023-0210(5)(e).
- C. LCIS Tribal List: The list of tribes with ancestral connection to the jurisdiction, as maintained by the Legislative Commission on Indian Services.

### Section Y.020 Applicability

This section applies to actions for which OAR 660-023-0210 requires tribal notice, including:

- A. Cultural landscape feature applications under OAR 660-023-0210(4)(c)
- B. Land use applications requiring public notice that involve ground disturbance under OAR 660-023-0210(5)(c)
- C. Land use applications outside the UGB requiring public notice under OAR 660-023-0210(8)(a)

- D. UGB amendments requiring notice under OAR 660-023-0210(7)(a)

### **Section Y.030 Tribal Notice Recipients**

The [City/County] shall send notice to all tribes listed on the LCIS Tribal List for the jurisdiction, consistent with OAR 660-023-0210(10)(c).

### **Section Y.040 Timing of Notice**

The [City/County] shall provide notice within the timelines specified in OAR 660-023-0210, including:

- A. Within 7 days of receiving a cultural landscape feature application (0210(4)(c)).
- B. Within 5 days after completeness for ground disturbing applications (0210(5)(c)).
- C. [For counties] Within 5 days after completeness for rural applications outside the UGB (0210(8)(a)).
- D. [For cities outside Metro] At least 35 days before the first evidentiary hearing for UGB amendments (0210(7)(a)).

### **Section Y.050 Content of Notice**

Notice shall include the information required by:

- A. OAR 660-023-0210(5)(e) for ground disturbing applications; and
- B. [For counties] OAR 660-023-0210(8)(a)(C) for rural applications outside the urban growth boundary.

### **Section Y.060 Handling of Tribal Feedback**

- A. Tribal comments shall be included in the record in a manner that preserves confidentiality.
- B. For applications subject to OAR 660-023-0210(5), tribal comments shall be shared with the applicant.
- C. [For counties] For applications subject to OAR 660-023-0210(8), the [City/County] shall offer to arrange a meeting between the tribe and the applicant.
- D. Tribal comments may be considered as part of the record, but any conditions of approval or decisions must relate to applicable approval criteria.
- E. Tribal comments do not create new approval criteria or modify existing criteria.
- F. Confidential information shall be protected consistent with state and federal law and OAR 660-023-0210(3)(d).

### **Section Y.070 Required Advisory Statement**

All application forms for actions involving ground disturbing activity shall include the advisory statement required by OAR 660-023-0210(5)(b).

### **Section Y.080 Known Archaeological Sites**

Where the record indicates the presence of a known archaeological site, approval shall be conditioned on obtaining an Oregon Archaeological Permit under ORS 390.235 and OAR chapter 736, division 51.

## Ordinance Exhibit B — Development Code Amendments: Cultural Landscape Features

### What This Exhibit Is

Exhibit B provides one clear, predictable local pathway for receiving, evaluating, and acting on cultural landscape feature applications submitted by Oregon based governments. While the cultural areas rule allows local governments to rely on existing Goal 5 procedures, they have the option of adopting a dedicated section to ensure the process is clear, predictable, and aligned with the specific requirements of OAR 660-023-0210.

### What This Exhibit Does

- Creates a cultural landscape feature application type
- Establishes intake and notice procedures
- Sets out the significance evaluation process
- Recognizes tribal governments as authoritative sources of knowledge
- Requires an economic, social, environmental, and energy / conflicting use analysis when significance is found
- Provides a mechanism for adopting site specific protection measures
- Adds significant cultural landscape features to the Goal 5 inventory
- Makes adopted protections enforceable through development review

### Why a City or County Might Adopt It

A dedicated cultural landscape feature section helps local governments:

- Integrate cultural landscape feature review into their existing Goal 5 framework
- Ensure the record contains all elements required for
- Provide clarity to applicants, staff, and decision makers
- Avoid procedural gaps when a cultural landscape feature application is filed
- Ensure protections are adopted concurrently and applied consistently

This exhibit gives a complete, ready-to-use process for cultural landscape feature applications.

## Section X. Cultural Landscape Features

### X.010 Definitions

For purposes of this Section:

1. Oregon-based government: As defined in OAR 660-023-0210(1)(f).
2. Potentially significant cultural landscape feature: As defined in OAR 660-023-0210(1)(d).
3. Archaeological site: As defined in OAR 660-023-0210(1)(a).

### X.020 Applicability

This section applies to cultural landscape feature applications submitted under OAR 660-023-0210(4)(c).

### **X.030 Application Intake**

4. The [City/County] shall accept cultural landscape feature applications submitted under OAR 660-023-0210(4)(c).
5. Applications shall be processed as comprehensive plan amendments.
6. The [City/County] shall provide tribal notice consistent with Section Y. Property owner and public notice shall be provided as required for comprehensive plan amendments. Staff shall record proof of service and the LCIS list used in the administrative record.
7. A cultural landscape feature application must include: a map of the feature and proposed impact area; a written description of the feature and its cultural importance; documentation supporting significance (historical, ethnographic, or tribal information); tribal coordination summary; materials necessary for the ESEE/conflicting use analysis; GIS-ready spatial data; authorship and source documentation; and the applicable filing fee or fee waiver request.

### **X.040 Goal 5 Review Procedures**

1. The [City/County] shall evaluate significance consistent with OAR 660-023-0210(4) and OAR 660-023-0030. Tribal governments are authoritative sources of knowledge regarding cultural landscape features.
2. If the feature is determined to be significant, the [City/County] shall conduct an economic, social, environmental, and energy analysis consistent with OAR 60-023-0210 (6) and OAR 660-023-0040. The economic, social, environmental, and energy shall consider the protection strategies listed in OAR 660-023-0210(6)(b), including:
  1. Clustering and open space preservation
  2. Time window access restrictions
  3. Height limits
  4. Non-reflective surfaces
3. The [City/County] shall adopt site specific protection measures concurrently with consistent with OAR 660-023-0050.

### **X.050 Development Review**

1. Protection measures adopted when a feature is added to the Goal 5 inventory shall be incorporated into the development code - either as an overlay or by reference - and applied as approval criteria for all subsequent land use applications affecting the feature or its mapped impact area.
2. The [Director] may add triggers that require surveys, monitoring, or mitigation for any application affecting the mapped impact area.

## Ordinance Exhibit C — Comprehensive Plan Amendments

### What This Exhibit Is

Exhibit C adds or updates comprehensive plan policies to reflect the city or county's role in implementing the cultural areas rule. While the rule does not require a plan amendment, many local governments choose to adopt a policy so that their plan, code, and procedures operate as a coherent system.

### What This Exhibit Does

- Establishes Goal 5 policies acknowledging the cultural areas rule
- Acknowledges that the city or county will apply key rule provisions directly, consistent with ORS 197.646
- Links significant cultural landscape feature, tribal notice, local significance evaluation, and economic, social, environmental, and energy analysis to the comprehensive plan

Provides policy support for the development code procedures in Exhibits A and B, helping the plan and code operate as a coherent system

### Why a City or County Might Adopt It

Comprehensive plan policies help:

- Clarify the local government's approach to cultural resource protection
- Provide a clear basis for related development code provisions
- Ensure consistency between the plan and code
- Support findings for future cultural landscape features or UGB amendments

## Goal 5 Policies: Cultural Areas

### Policy 1 — Stewardship of Cultural and Historic Resources

The [City/County] values the protection and celebration of cultural and historic resources, including archaeological sites, traditional cultural places, and cultural landscapes. The [City/County] will use its land use program to recognize and protect such resources when they are brought forward for consideration through Goal 5 processes.

### Policy 2 — Tribal Partnership and Engagement

The [City/County] affirms the sovereign status of tribal governments and commits to early, ongoing, and respectful government-to-government engagement in planning and land use matters that may affect cultural resources. The [City/County] will honor tribal knowledge, support meaningful participation, and seek collaborative stewardship opportunities, regardless of whether a formal request has been made.

### Policy 3 — Implementation, Confidentiality, and Public Understanding

The [City/County] will implement protective measures for significant cultural landscape features through its plans and development regulations, safeguard confidential cultural and archaeological information, and promote public understanding of the community's diverse cultural heritage. The [City/County] will work with tribes, state agencies, and local partners to support education, awareness, and responsible management of cultural resources.

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## Appendix E. Model Fee Resolution Package

This appendix provides an optional model fee resolution local governments may use when adopting plan or code amendments related to the cultural areas rule. The resolution is discretionary and intended as a convenient template to document fees, fee waivers, and administrative choices that support Exhibits A–C.

### When to use a fee resolution

- To set or update application fees for cultural landscape feature (CLF) applications.
- To adopt tribal fee waivers or reductions for government-to-government applicants.
- To document administrative fees for staff time, consultant review, or ESEE analysis deposits.
- To record implementation choices (e.g., which department collects fees, refund rules, and fee effective dates) without amending the development code.
- To provide a clear public record of costs associated with the new procedures while keeping fee mechanics separate from the code.

# MODEL STAFF REPORT

**To:** [Planning Commission / Governing Body]

**From:** [Planning Director / Community Development Department]

**Date:** [Hearing Date]

**Subject:** Adoption of Consolidated Fee for Cultural Landscape Feature Applications

## I. SUMMARY

This item proposes adoption of a fee to recover a portion of the [City/County]’s costs for processing cultural landscape feature applications under OAR 660-023-0210. Although the rule does not require local governments to amend their fee schedules, it assigns several responsibilities to local governments when a cultural landscape feature application is submitted. The proposed fee reflects estimated staff time and reasonable cost recovery for those tasks and is intended to provide predictability for applicants while avoiding shifting administrative costs to the general fund.

## II. BACKGROUND

In December 2025, the Land Conservation and Development Commission adopted OAR 660-023-0210, establishing a process for the and protection of cultural landscape features. When an application is submitted, the rule requires the [City/County] to:

- accept and review the application and determine completeness consistent with rule submittal requirements;
- issue tribal notice within the rule’s timelines and document tribal coordination;
- evaluate significance under Goal 5 and, if significance is found, conduct an economic, social, environmental, and energy (ESEE) / conflicting-use analysis;
- prepare staff reports and findings, hold public hearings, and adopt site-specific protections concurrently with ; and
- incorporate adopted protections into development review and the Goal 5 inventory as required. These tasks require staff time from planning, administration, and legal review.

The [City/County]’s current fee schedule does not include a fee category for cultural landscape feature applications. The rule does not require local governments to adopt fees for cultural landscape feature applications; establishing a fee is a local choice to recover administrative costs.

## III. PURPOSE OF THE FEE

The proposed fee is intended to:

- Recover a portion of administrative costs associated with processing CLF applications (intake, tribal notice, ESEE analysis coordination, hearings, and findings).
- Provide clarity and predictability for applicants about the expected cost of processing.

- Align CLF application fees with the [City/County]’s existing approach to cost recovery for other comprehensive plan amendment or special processes.
- Avoid shifting costs for specialized technical review and consultant expenses to the general fund.

The fee is administrative and cost-recovery in nature; it does not create new approval criteria or alter substantive land use standards.

## IV. FEE CALCULATION

Staff prepared a time and materials estimate based on the procedural steps required by OAR 660-023-0210, including:

- application intake and completeness review;
- preparation and issuance of tribal notice;
- coordination with tribes;
- preparation of staff reports and findings;
- significance evaluation and economic, social, environmental, and energy analysis;
- public hearing preparation and attendance;
- adoption of site-specific protection measures.

The fee estimate was developed using the Cultural Landscape Feature Fee Calculation Worksheet included in the Resolution Package. The resulting estimate supports a fee of \$\_\_\_\_\_, which reflects the average staff time required for a typical cultural landscape feature application.

## V. PUBLIC NOTICE AND COMMENTS

Public notice was provided consistent with the [City/County]’s requirements for fee schedule amendments. [Insert summary of comments, if any.]

## VI. PROPOSED ACTION AND RECOMMENDATION

**Proposed action:** Adopt the attached resolution amending the [City/County] fee schedule to add a consolidated fee for cultural landscape feature applications and authorize the Director to implement deposit, billing, and waiver procedures consistent with the resolution.

**Staff recommendation:** Staff recommends that the [Planning Commission / Governing Body] adopt the resolution establishing the cultural landscape feature application fee of \$\_\_\_\_\_, adopt the findings in this report as support for the decision, and direct staff to publish the fee schedule, deposit procedures, and waiver application form on the [City/County] website.

### Attachments

Attachment A: Proposed Resolution — Fee Schedule Amendment

Attachment B: Cultural Landscape Feature Fee Calculation Worksheet

Attachment C: Draft administrative procedures for deposits, invoicing, and fee waivers

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE [CITY/COUNTY] FEE SCHEDULE TO ESTABLISH A FEE FOR PROCESSING CULTURAL LANDSCAPE FEATURE APPLICATIONS**

**WHEREAS**, the Land Conservation and Development Commission adopted OAR 660-023-0210 and related division 23 rules in December 2025, establishing a process for the and protection of cultural landscape features; and

**WHEREAS**, when a cultural landscape feature application is submitted, the rule assigns responsibilities to local governments including application intake, issuing tribal notice, evaluating significance, conducting economic, social, environmental, and energy analysis, and adopting site specific protection measures; and

**WHEREAS**, the [City/County]’s existing fee schedule does not include fees for cultural landscape feature applications; and

**WHEREAS**, establishing fees will allow the [City/County] to recover a portion of the staff and consultant time required to administer the cultural landscape feature review process; and

**WHEREAS**, the proposed fees are based on estimated staff time and pass-through costs associated with division 23 review;

**NOW, THEREFORE, BE IT RESOLVED** by the [City/County] Council/Board of \_\_\_\_\_ that the fee schedule is amended to include the cultural landscape feature application fee shown in Exhibit A.

**BE IT FURTHER RESOLVED** that this resolution is effective on \_\_\_\_\_.

[Signature blocks]

## Resolution Exhibit A — Fee Schedule Amendment

### Planning Division Fees

The following fees apply to applications for a cultural landscape feature under OAR 660-023-0210 and division 23.

#### A. Consolidated Filing Fee (Nonrefundable)

**Amount:** \$\_\_\_\_\_ (insert the total baseline cost from Workbook Section 2.)

#### B. Review Deposit (Refundable)

**Amount:** \$\_\_\_\_\_ (insert the total division 23 deposit from Workbook Section 5.)

The review deposit will be billed against actual staff and consultant time required to complete division 23 review, including:

- Inventory and significance determination
- economic, social, environmental, and energy / conflicting use analysis
- Development of protection measures
- Preparation of staff reports, findings, and ordinances
- Hearing preparation and attendance
- Tribal coordination
- Confidential records handling
- Consultant review, if applicable

#### C. Hourly Billing Rates

**Staff hourly rate for billing:** \$\_\_\_\_\_ (insert the blended fully burdened rate calculated in Workbook Section 6.)

**Consultant billing rate:** Actual cost + \_\_\_\_\_% administrative charge (insert the admin % used in Workbook Section 5.)

**Pass-through costs:** Actual cost (e.g., mailing, publication, secure storage)

#### D. Deposit Replenishment

When the deposit balance falls below 25% of the original deposit, the applicant must replenish the deposit to the full amount within 14 days of invoice. Work may be suspended until replenishment occurs.

#### E. Refunds

Unused deposit balances will be refunded within 30 days of final billing.

#### F. Annual Adjustment

Fee amounts may be adjusted annually based on the CPI-U (Western Region).

**CULTURAL LANDSCAPE FEATURE APPLICATION FEE CALCULATION WORKSHEET****Template for Oregon Cities and Counties****SECTION 1 — STAFF HOURLY RATES**

| Position / Classification | Rate (\$/hr.) |
|---------------------------|---------------|
|                           |               |
|                           |               |
|                           |               |
|                           |               |
|                           |               |
|                           |               |

Notes:

1. List fully burdened hourly rates for staff who will work on cultural landscape feature applications.
2. Fully burdened rates should include salary, benefits, payroll taxes, paid leave allocation, and overhead.

**SECTION 2 — BASELINE TASKS (FLAT FILING FEE)**

| Task                            | Staff Position | Hours | Rate | Cost        |
|---------------------------------|----------------|-------|------|-------------|
| Intake & completeness review    |                |       |      | \$ -        |
| Tribal notice preparation       |                |       |      | \$ -        |
| Owner/public notice             |                |       |      | \$ -        |
| DLCD notice                     |                |       |      | \$ -        |
| Initial staff review            |                |       |      | \$ -        |
| Administrative processing       |                |       |      | \$ -        |
| <b>Subtotal (Baseline Cost)</b> |                |       |      | <b>\$ -</b> |

**Recommended Flat Filing Fee:** \$ - (Rounded to nearest \$50 or \$100)

Notes:

1. Estimate the time required for predictable, non-variable tasks, including intake and completeness review.

**SECTION 3 — DIVISION 23 WORKLOAD (REVIEW DEPOSIT)****Step 1 — Inventory & Significance Determination (OAR 660-023-0030)**

| Task                            | Staff Position | Hours | Rate | Cost        |
|---------------------------------|----------------|-------|------|-------------|
| Review archaeological materials |                |       |      | \$ -        |
| Evaluate significance criteria  |                |       |      | \$ -        |
| Prepare findings                |                |       |      | \$ -        |
| GIS                             |                |       |      | \$ -        |
| Tribal coordination follow up   |                |       |      | \$ -        |
| <b>Subtotal Step 1:</b>         |                |       |      | <b>\$ -</b> |

**Step 2 — Conflicting Use / economic, social, environmental, and energy Analysis (OAR 660-023-0040)**

| Task                         | Staff Position | Hours | Rate | Cost        |
|------------------------------|----------------|-------|------|-------------|
| Identify conflicting uses    |                |       |      | \$ -        |
| Evaluate consequences        |                |       |      | \$ -        |
| Draft ESEE findings          |                |       |      | \$ -        |
| Legal review (if applicable) |                |       |      | \$ -        |
| <b>Subtotal Step 2</b>       |                |       |      | <b>\$ -</b> |

**Step 3 — Program Adoption (Protection Measures) (OAR 660-023-0050)**

| Task                             | Staff Position | Hours | Rate | Cost        |
|----------------------------------|----------------|-------|------|-------------|
| Draft protection measures        |                |       |      | \$ -        |
| Draft code amendments / CAPP     |                |       |      | \$ -        |
| Prepare staff report & ordinance |                |       |      | \$ -        |
| Hearing preparation & attendance |                |       |      | \$ -        |
| Post hearing revisions           |                |       |      | \$ -        |
| <b>Subtotal Step 3</b>           |                |       |      | <b>\$ -</b> |

Notes:

1. Estimate the time required for each division 23 step.

**SECTION 4 — CONSULTANT CONTINGENCY**

| Consultant Type                      | Estimated Cost | Admin % | Total       |
|--------------------------------------|----------------|---------|-------------|
| Archaeologist                        |                |         |             |
| Goal 5 / ESEE consultant             |                |         |             |
| Other (specify):                     |                |         |             |
| <b>Consultant Contingency Total:</b> |                |         | <b>\$ -</b> |

Notes:

1. Local governments may need outside assistance for archaeological peer review, technical economic, social, environmental, and energy analysis, cultural landscape significance evaluation, etc.

2. Admin % represents the local government's adopted administrative overhead rate applied to consultant invoices. Typical Oregon practice ranges from 5–15%.

**SECTION 5 — TOTAL REVIEW DEPOSIT**

| Cost Category                                   | Subtotal    |
|-------------------------------------------------|-------------|
| Step 1 — Inventory & Significance Determination | \$ -        |
| Step 2 — Conflicting Use / ESEE Analysis        | \$ -        |
| Step 3 — Program Adoption (Protection Measures) | \$ -        |
| Consultant contingency                          | \$ -        |
| <b>Subtotal (Steps and Contingency)</b>         | <b>\$ -</b> |

**Recommended Review Deposit:**      \$ -      (Rounded to nearest \$50 or \$100)

## SECTION 6 — FINAL FEE SUMMARY (FOR RESOLUTION EXHIBIT A)

| Fee Component                                        | Amount |
|------------------------------------------------------|--------|
| Flat Filing Fee (nonrefundable)                      | \$ -   |
| Review Deposit (refundable)                          | \$ -   |
| Staff hourly rate for billing                        |        |
| Consultant billing rate (Actual cost + _____% admin) | \$ -   |

## SECTION 7 — OPTIONAL NOTES FOR LOCAL USE

1. *Deposit replenishment threshold: 25% of original deposit*
2. *Refund timeline: 30 days after final billing*
3. *Annual adjustment: CPI-U (Western Region)*
4. *Confidential records handling: actual cost*

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## Goal 5 Cultural Areas Rule Implementation – FAQs

The Land Conservation and Development Commission (LCDC) amended implementing rules for Statewide Planning Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces at the December 2025 LCDC meeting. The amendment created a new rule within Goal 5 to define cultural areas. Oregon Administrative Rule 660-023-0210 now provides definitions and describes requirements and options for local governments' consideration of cultural areas. These rules will go into effect January 1, 2027.

### Local Implementation

#### **Will I need to update my code or comprehensive plan to comply with the new rule?**

No. The rule does not require local governments to update comprehensive plans or to conduct a jurisdiction-wide inventory to comply with the new rule. A comprehensive plan amendment is required only if a city or county adds a significant cultural landscape feature to a list of Goal 5 significant resource sites or adopt protections that change allowed uses.

However, the rule does impose procedural requirements that local governments must implement (for example, sending required tribal notices within the rule's timelines, and offering meetings in the limited circumstances set out in section 8). Local governments may need to amend procedural codes to ensure that required notices are sent and to provide for the receipt and processing of an application to recognize a cultural landscape feature as a significant Goal 5 resource site. Local governments may also choose to amend their comprehensive plan or development code to reflect the parts of the rule that apply directly.

### Notice Requirements

#### **How will local planning staff know which tribes must receive notice and to whom they must send notice?**

The Legislative Commission on Indian Services (LCIS) will develop a list for each city and county. These lists will include federally recognized tribes in Oregon that have stated an interest in the area covered by the city or county, and one or more contact persons for these tribes. LCIS will update these lists periodically.

#### **For which types of land use actions must notice be sent to tribes?**

Notice must be sent for applications involving ground disturbance that will be reviewed through a public process. This includes: a permit as defined in ORS 215.402(4) or ORS 227.160(2); a limited land use decision for which public notice is required under ORS 197.195 or ORS 197.797; or a land use action subject to the procedures established in ORS 197A.146.

#### **Do I need to mail or email the notices to the tribes?**

Email is sufficient. However, if you have follow-up questions, you are free to reach out to each specific tribe once you obtain contact information from LCIS or DLCD.



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**Do the notice requirements apply to public works projects?**

Yes, if land use approval is required for the public works project.

**Is a meeting with tribes required before processing a land use application?**

Only in the specific situation described in Section (8) of the rule, which requires notice to be sent informing tribes of development permit applications on land outside of an urban growth boundary. The rule requires a county to offer to arrange a meeting with the applicant and one or more tribes, within the required review timeline, when they receive a response to a notice required under section (8). A meeting is required only if the applicant and a tribe accept the offer. Section (8) speaks to communication regarding possible impacts to a potentially significant landscape feature.

In other situations, meetings are not required but may be offered as a best practice for tribal engagement.

**How long do tribes have to respond to a notification?**

The rule does not set deadlines for tribes. The rule requires local governments to take specific actions if a response is received before the first evidentiary hearing or within the public comment period for reviews without a hearing. Communication and coordination with tribes is encouraged even if responses are received after the review window.

**An application might be complete upon submission, but found to be complete only after internal review, which can take up to 30 days. Does the rule account for this delay?**

Yes. Notice to tribes must be sent within 5 days of when the application is determined to be complete (deemed complete) by the local government.

**Is there a threshold for the amount of ground disturbance that triggers the notice requirement in section (5)(c) of the rule?**

No. In recognition of the fact that small amounts of disturbance could impact an archaeological site, the rule does not set a threshold. Also, applications might not contain information about the footprint or volume of ground disturbance. Local governments should adopt an internal protocol to determine when to send notice to tribes based on the application type and available information.

## Potential Influence on Development

**Could a tribe's concern over potential impacts from a land use decision disrupt the decision-making process? What if all areas are significant to a tribe?**

No. The rule does not change local approval criteria or the decision-making process. Tribal comments inform the record and may lead to recommended avoidance or mitigation measures, but they do not automatically alter local review standards.

If a city or county were to recognize a cultural landscape feature as significant through a comprehensive plan amendment and apply local protections, new review criteria could be added and would be integrated into the local review process.



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**Do recommended measures to avoid impacts to an archaeological site (section 5) or an important cultural landscape feature (section 8) need to be clear and objective?**

No. Recommended avoidance or mitigation measures provided in response to a notice are advisory and do not have to meet clear and objective standards. They are communicated to the applicant for consideration.

**Could protections for a SCLF conflict with clear and objective housing standards?**

No. When a local government identifies a significant cultural landscape feature and protects the resource by limiting or prohibiting uses, the criteria in their code must include a clear and objective review pathway. This is true for all Goal 5 significant resource sites to which the standard Goal 5 process, including OAR 660-023-0050, is applied

## Culturally Significant Landscape Features

**Who prepares an ESEE analysis when one is required?**

When an Oregon-based government applies to have a cultural landscape feature recognized as a locally significant Goal 5 resource site, the ESEE may be prepared by applicant or by the local government, depending on local practice and agreement. If a local government initiates an inventory and related Goal 5 program development, the local government is responsible for the ESEE.

**Could a city or county be required to inventory the whole jurisdiction?**

No. A jurisdiction may choose to conduct a jurisdiction-wide inventory, but the rule does not require it.

**Is owner consent required to process an application to have a landscape feature recognized significant?**

No. Cities and counties must accept and process applications from Oregon-based governments. The local government must notify property owners whose land contains all or a portion of the subject landscape feature or impact area, but owner consent is not a prerequisite to processing the application.

**Does the Measure 56 notice requirement apply if protections reduce allowed uses?**

Yes. If protections adopted for a SCLF limit or reduce the uses allowed in the underlying zone, Measure 56 may apply. Local governments should consult legal counsel when protections change allowed uses.

**Do protections adopted for a SCLF apply to development on or adjacent to the SCLF?**

Yes. Protections adopted when a site is recognized as a SCLF apply to development within the SCLF and its impact area. Those protections may be implemented through a map-linked review criterion, an overlay zone, or other development code provisions.

**Should we adopt a development code review criterion to apply SCLF protections during permit review?**

Yes. Adopting a clear, map-linked development code provision review criterion is a best practice. It gives staff and decision-makers a straightforward legal basis to apply protections to the SCLF. Code amendments implementing the protection decision must include findings that document how tribal



input and the ESEE analysis were considered and should address confidentiality. There are two common, effective approaches:

- A review criterion that requires compliance with the protection measures adopted when a site is recognized as a SCLF. This is flexible and ties protections directly to the plan amendment record.
- An overlay zone that codifies protections for parcels inside the SCLF and its impact area. This is more prescriptive and makes protections visible on zoning maps and parcel records.

The code provision should (1) reference the SCLF map/impact area, (2) require compliance with adopted protection measures, (3) address how sensitive information will be handled, and (4) state which activities require review under the criterion.

### **When do SCLF protections take effect and how are they enforced?**

Protections must be adopted when a SCLF is recognized through a comprehensive plan amendment and become part of the acknowledged plan/program. Once adopted, those protections are implemented through the development code and enforced through enforcement remedies available to local governments.

## **Optional and Alternative Local Cultural Area Programs**

### **How can a formal agreement between a local jurisdiction and a tribal government change the local permit process?**

A written agreement (often an MOU) under Section (9) can replace the notice procedures in sections (5) and (8). Such an agreement could say that notice need only be sent regarding proposed development in specified areas within the local jurisdiction or say that communication will occur through a different strategy than notices for each individual permit application.

The local jurisdiction has the option of seeking additional information from an applicant when needed to execute an agreement with a tribe. This may influence the application completeness review.

### **Can a local government make an agreement with a tribe that shortens or changes the completeness review?**

Yes. A jurisdiction may require additional applicant information to allow staff to implement an agreement (for example, mapping or disturbance details). That additional information can be folded into the local completeness checklist so staff can determine whether an application is complete and to initiate the agreed communication process.

### **Does the rule speak to city or county engagement with tribes that are not federally recognized in Oregon?**

No. The requirements in the rule for communication and coordination between local governments and tribes pertain only to federally recognized tribes in Oregon.



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## Handling confidential and sensitive information

### **How should staff summarize tribal input while preserving the confidentiality of sensitive information?**

While state law exempts archaeological site information from disclosure, it does not prohibit a local government from sharing information in a manner that protects the confidentiality of site locations.

Section (3)(d)(B) of the rule provides some options for sharing information in a way that minimizes the risk of disclosing the location of sensitive areas. In addition, a tribe may provide direction for how information is shared in the context of a local action.

## Other

### **If a property owner has an archaeological site on their property, does that mean they can't develop the property?**

No. Property owners may still pursue development, but any activity that excavates, injures, destroys, alters, or removes an archaeological site or object must be authorized by archaeological permit issued by SHPO under ORS 358.920 and ORS 390.235. [Click here](#) for a helpful guide about archaeological sites on private land.

### **Section (5) of the rule mentions state statutes and permit requirements that pertain to archaeological sites. Where can I find more information on archaeological laws that apply to private property or city/county owned land?**

Oregon State Parks' Heritage team administers Oregon's Archaeological permit program and provides information on permits and related state laws. These web pages provide additional information:

[\*Oregon State Historic Preservation Office Project Review Process\*](#)

[\*Oregon Archaeology Bulletin #1- Private lands\*](#)

[\*Oregon Archaeology Bulletin #3 – Non-federal public lands in Oregon\*](#)

### **Who sends notices for Metro UGB expansions?**

Metro is responsible for sending the tribal notice for UGB expansion processes; Metro will forward tribal responses to the affected local governments. Local staff should coordinate with Metro when UGB work is underway.

### **How does the rule help to protect archaeology that is not associated with Oregon tribes?**

The rule requires that applicants receive information about state laws and permit requirements that apply to archaeological sites, including inadvertent discovery of archaeological sites. That information applies to all archaeological resources of all origins and must be provided to all people filing a development permit application.

For more information, please contact Amanda Punton, Natural Resources Specialist at 971-718-3245 or via email at [Amanda.punton@dlcd.oregon.gov](mailto:Amanda.punton@dlcd.oregon.gov)



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## PERMANENT ADMINISTRATIVE ORDER

### LCDD 4-2026

CHAPTER 660

### LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

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**FILED: 04/22/2026 8:35 AM**

ARCHIVES DIVISION SECRETARY OF STATE & LEGISLATIVE COUNSEL

FILING CAPTION: Describing how local governments comply with Goal 5 for cultural areas.

EFFECTIVE DATE: 01/01/2027

AGENCY APPROVED DATE: 12/04/2025

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ADOPT: 660-023-0210

NOTICE FILED DATE: 08/27/2025

RULE SUMMARY: This rule defines how local governments comply with Statewide Land Use Planning Goal for cultural areas including archaeological sites and significant landscape features.

CHANGES TO RULE:

660-023-0210

Cultural Areas

(1) For purposes of this rule, the following definitions apply:¶

(a) "Archaeological Site" means a geographic locality in Oregon, including but not limited to submerged and submersible lands but not the bed of the sea within the state's jurisdiction, that contains archaeological objects as defined in ORS 358.905(1)(a) and the contextual associations of the objects with:¶

(A) Each other; or¶

(B) Biotic or geological remains or deposits. Examples of archaeological sites include but are not limited to shipwrecks, lithic quarries, house pit villages, camps, burials, lithic scatters, homesteads and townsites.¶

(b) "Cultural areas" means archaeological sites or landscape features of cultural interest. Also referred to as "cultural resource site."¶

(c) "Cultural Areas Protection Plan" means an element of a local government's comprehensive plan addressing Goal 5 for cultural areas and associated development code provisions.¶

(d) "Potentially Significant Cultural Landscape Feature" means a landscape feature that is: integral to a tribe's history, legends, traditions, and stories; traditionally used for wayfinding; traditionally used for gathering first foods and materials; integral to ongoing tribal cultural practices; traditional trails; and sites that support traditions of a culturally identified group. Also referred to as "landscape feature of cultural interest."¶

(e) "Oregon qualified archaeologist" means an archaeologist that satisfies the qualifications listed in ORS 390.235(6)(b) and as provided in OAR 736-051-0070.¶

(f) "Oregon-based government" means a local, state, or tribal government in Oregon.¶

(g) "Professional archaeologist" as defined in ORS 97.740, means a person who has extensive formal training and experience in systematic, scientific archaeology and to whom the State Historic Preservation Office (SHPO) has granted access to the Oregon Archaeological Records Remote Access (OARRA) database.¶

(h) "Tribe" as defined in ORS 182.162(2), means a federally recognized Indian tribe in Oregon.¶

(2) Relationship of Cultural Areas Protection to the Standard Goal 5 Process and Other Rules in this Division.¶

(a) The requirements of the standard Goal 5 process in OAR 660-023-0030 through 660-023-0050, in conjunction with the requirements of this rule, apply when a local government adopts or amends a cultural areas protection plan.¶

(b) Except as provided in subsection (9)(d), a local governments is not required to assess archaeological sites for significance under OAR 660-023-0030 or complete an analysis of the economic, social, environmental, and energy (ESEE) consequences of a decision to allow, limit, or prohibit uses that conflict with a significant resource site pursuant to OAR 660-023-0040 in order to inform a local program to protect cultural resource sites that are also protected under ORS 358.905 to 358.961 and subject to permit requirements in OAR chapter 736, division 51.¶

(c) Local protections for a cultural area significant for reasons other than archaeology that intersect with a significant riparian area, wetland, or wildlife habitat will be in addition to local Goal 5 protection measures adopted for these resource sites. ¶

(d) A cultural area significant for its culturally significant vista, which is identified as a significant scenic resource in a local comprehensive plan shall be subject to protection measures in the local code for that site and is not subject to this rule.¶

(e) Protections for a landscape feature of cultural significance shall not have the effect of limiting mining within the boundaries of a significant aggregate site in which mining is authorized by a local government.¶

(3) Archaeological Sites.¶

(a) Distinguishing between significant and non-significant resource sites, as described in OAR 660-023-0030, is not required for the application of this rule to archaeological sites.¶

(b) The OARRA database is maintained by SHPO. OARRA includes information on documented archaeological resources and archaeological survey reports. The OARRA database is one source of information on the presence or likely presence of an archaeological site. Other sources of information include inventories maintained by tribes.¶

(c) A local government is not required to follow the process provided in OAR 660-023-0030 through 660-023-0050 for an archaeological site. Instead, a local government must support protection of an archaeological site, as directed in section (5), regardless of whether the resource is listed as a significant Goal 5 resource in the local plan.¶

(d) When provided information on a recorded or suspected archaeological site, a local government will use the information to inform land use decisions, recommendations to applicants, and permit conditions in a manner that preserves confidentiality and is consistent with state law. ORS 192.345(11) exempts most information concerning the location of archaeological sites and objects from public records disclosure, except when information on an Indian tribe's cultural or religious activities is requested by the governing body of a tribe. Requirements in this rule are intended to be consistent with ORS 192.345(11).¶

(A) A professional archaeologist representing either a local government or an applicant may access data relevant to a proposed land use action or permit application, consistent with privileges assigned by state statute and administrative rule.¶

(B) In the acquisition and publishing of data exempt from disclosure, local governments may:¶

(i) Acquire and publish aggregated data in a spatial format to indicate relative likelihood of inadvertent discovery within all or a portion of a local jurisdiction.¶

(ii) Acquire and publish data on a known archaeological site if the location of the site is approximated so that the precise location of the site is obscured.¶

(iii) Acquire and keep confidential information on a specific site that is used to inform permit conditions or other strategies for avoiding impacts to a site or support compliance with state statutes and rules governing excavation of an archaeological site.¶

(4) Local Inventory of Significant Cultural Landscape Features.¶

(a) A landscape feature of cultural interest is significant if a local government has determined it to be significant through application of the OAR 660-023-0030 assessment process. When assessing significance of a site, a local government shall recognize the use of a site for ceremonial gatherings or harvest of traditional foods and materials

as an indication of the quality, when assessing the importance of the site compared to other known examples of the same resource. A local government shall consider a Tribal Government an authoritative source of knowledge on landscape features that are significant to that tribe's culture.¶

(b) A local government may inventory significant cultural landscape features across a portion or the entirety of its jurisdiction following the procedures and standards in subsection (a).¶

(c) A city or county shall accept an application from an Oregon-based government to determine if a cultural landscape feature is significant and complete the Goal 5 process for a significant cultural landscape feature. The city or county shall process the application as an amendment to a comprehensive plan to place a significant cultural landscape feature on a local inventory following the procedures and standards in subsection (a). After receiving the application, the city or county shall notify owners of property that contains all or a portion of the subject landscape feature or its impact area, as described by the applicant. A city or county shall not require property owner consent to process such an application.¶

(d) Within seven days of receiving an application under subsection (c) a city or county shall send notice to the tribes with an ancestral connection to land within its jurisdiction, as described in subsection (10)(c).¶

(e) A local government shall adopt protection measures for a landscape feature found to be culturally significant concurrently with the creation or amendment of a local inventory, consistent with subsection (6)(a) and OAR 660-023-0050.¶

(5) Protection of archaeological sites.¶

(a) Protection for archaeological sites is achieved through application of state statutes and permit requirements governing treatment of all archaeological sites and any associated human remains, and objects. Local governments shall support awareness and compliance with these state statutes and rules. Measures that arise from application of this section for characterizing and avoiding alteration of a suspected archaeological site or a known site for which boundaries have not been established in OARRA will be advisory to an applicant.¶

(b) All local application forms for authorizations that involve ground disturbance must include a statement informing the applicant that it is unlawful to disturb an archaeological site without first obtaining a permit required by OAR chapter 736, division 51 and of steps to take in the event of unintentional discovery of an archaeological site.¶

(c) A local government shall provide notice to tribes with an ancestral connection to land within its jurisdiction, as described in subsection (10)(c), for any application that involves ground disturbance and that is: ¶

(A) A permit as defined in ORS 215.402(4) or ORS 227.160(2);¶

(B) A limited land use decision for which public notice is required under ORS 197.195 or ORS 197.797; or ¶

(C) A land use action subject to the procedures established in ORS 197A.146.¶

(D) This requirement does not apply to ministerial permits or to limited land use decisions processed ministerially under ORS 197.195(6), or to any other applications for which public notice is not required by statute.¶

(d) When providing notice under subsection (c), a local government shall:¶

(A) Notify tribes no later than 5 days after the local government determines that the application is complete, to request information about the potential for negative impacts to a known or suspected archaeological site; and¶

(B) Include tribes in the notification of public comment period or public hearing on the application provided under ORS 197.195, ORS 197.797 or ORS 197A.146.¶

(e) Notice to tribes required under subsection (c) shall include the following information, as provided by the applicant:¶

(A) A description of the proposed development;¶

(B) A map showing the vicinity of the proposed development; and¶

(C) Tax lots and the street address or other easily understood geographical reference to the subject property.¶

(f) Examples of ground disturbance for which notice is required include:¶

(A) Grading.¶

(B) Foundation installation.¶

(C) Installation of underground utilities, and¶

(D) Mining of aggregate or minerals.¶

(g) The local government shall inform the applicant when a tribe responds to a notice provided under subsection (c) and transmit to the applicant a tribe's recommendation for avoiding or mitigating impacts. Information from a tribe received by a local government prior to the first evidentiary hearing, or by the close of the comment period if the local government does not schedule a public hearing, shall be included as part of the record for the application in a manner that preserves confidentiality, as provided in subsection (3)(d).¶

(h) When information is entered into the record for review of an application documenting that the proposed development is within the established boundaries of an archaeological site recorded in OARRA, a local government shall condition an approval on the applicant applying for an Oregon Archaeological Permit.¶

(6) Protection for landscape features of cultural significance.¶

(a) For a cultural landscape feature found to be significant under section (4), a local government shall complete the

Goal 5 process and adopt a program to achieve the goal as provided in OAR 660-023-0040, as modified by subsection (b), and OAR 660-023-0050.

(b) An ESEE analysis shall include consideration of applying the following limits, consistent with the rights of private property owners, to conflicting uses as part of a program to protect a landscape feature of cultural significance.

(A) For sites that are significant due to use of the immediate area (e.g. gathering first foods, traditional location of ceremonies, trails):

(i) Avoidance through clustering and other means to preserve the area as open space and the preservation of existing public access; and

(ii) Establishment of time windows when access is restricted to members of the tribe or cultural group engaging in the activity from which the basis of the site's significance is derived.

(B) For sites that are significant due to a culturally significant vista (e.g. landform features used for wayfinding, landform features integral to a tribe's legends/traditions/stories):

(i) Limits on structure heights to preserve the vista; and

(ii) Specifications on the use of non-reflective surfaces.

(c) For projects with a federal nexus and for which a review has been completed under the requirements of 54 USC section 306108 of the National Historic Preservation Act, a local government shall defer to measures for mitigating impacts to a landscape feature of cultural significance applied by the federal decision.

(d) When designation of a significant cultural landscape feature includes the adoption of local protections for that feature, and the finding of significance is based in part on the feature's significant historic quality, a local government shall comply with the owner consent provisions of ORS 197.772.

(7) Urban Growth Boundary (UGB) amendments.

(a) A local government shall send notice to tribes with an ancestral connection to land within their jurisdiction, as provided in subsection (10)(c), of a proposed UGB amendment and request information on potential conflicts between future urbanization of a UGB expansion area and a cultural area. The local government shall provide this notice:

(A) At least 35 days prior to the first evidentiary hearing by cities, for amendments to a city's UGB.

(B) At least 45 days prior to the first evidentiary hearing by Metro, for amendments to Metro's UGB.

(b) When a city or Metro receives information describing a potential conflict with an archaeological site, it shall manage the information on recorded or suspected sites consistent with paragraph (3)(d)(B). Metro shall convey the responses they receive from a tribe to the city or county responsible for comprehensive planning of the UGB expansion area.

(c) If factual information is entered in the record of a UGB amendment demonstrating that a landscape feature or its impact area is present in the UGB expansion area, the city or county responsible for comprehensive planning of the UGB expansion area shall apply Goal 5, consistent with OAR 660-023-0250(3)(c).

(8) Consideration of potentially significant cultural landscape features.

(a) For applications requiring permits as defined in ORS 215.402(4) on lands outside an urban growth boundary, in addition to the notice requirements in subsection (5)(c), a local government shall notify tribes with an ancestral connection to land within their jurisdiction, as provided in subsection (10)(c), and request information on the potential of the proposal to negatively impact a landscape feature of cultural value to one or more tribes. A local government shall:

(A) Notify tribes, no later than 5 days after the local government determines that the application is complete, to request information about the potential for negative impacts to a cultural landscape feature; and

(B) Include tribes in the notification of public comment period or public hearing on the application provided under ORS 197.195, ORS 197.797 or ORS 197A.146.

(C) Notification shall include the following information, as provided by the applicant:

(i) A description of the proposed development;

(ii) A map showing the vicinity of the proposed development; and

(iii) Tax lots and the street address or other easily understood geographical reference to the subject property.

(b) Prior to the first evidentiary hearing for a permit application, described under subsection (a), for which one or more tribes have indicated the potential for a negative impact, the local government shall offer to arrange a meeting with the tribe(s) and the applicant within the required review timeline. The purpose of the meeting is to discuss potential impacts to landscape features of cultural value to the tribe or tribes and voluntary measures on the part of the property owner for avoiding or minimizing impacts.

(c) Notification and consultation with tribes required and carried out as part of a federal action satisfy the requirements of this section.

(d) A local government will make any voluntary measures on the part of the property owner to avoid or mitigate impacts and required measures stemming from a federal action a part of the record of approval, unless the tribe has requested in writing that this information be kept confidential.

(9) Optional and additional local protection strategies.

(a) As an alternative to notice requirements in sections (5) and (8), a local government may adopt a local protection program as a plan amendment after January 1, 2026 enabled by a memorandum of understanding with one or more tribes as provided in paragraph (B).¶

(A) A local program that replaces protections described in sections (5) and (8) shall be consistent with the principles for establishing tribal relationships described in guidance from the Legislative Commission on Indian Services.¶

(B) A government-to-government consultation program adopted pursuant to this subsection shall be enabled by a memorandum of understanding with one or more tribes. A government-to-government consultation program supersedes the requirements of sections (5) and (8) only as it pertains to the cultural areas of the tribe or tribes party to the memorandum of understanding. The standards and review requirements of the local program that diverge from the baseline protections in section (5) and process steps in section (8) shall be described in the adoption materials.¶

(C) Notification to a local government by a tribe of withdrawal from a memorandum of understanding, upon which the government-to-government consultation program relies, will cause the local government to resume compliance with the baseline protection in sections (5) and process steps in section (8).¶

(b) A local program adopted prior to January 1, 2026, to protect archaeological and cultural resources is consistent with these rules if the local government provides notice consistent with sections (5) and (8). ¶

(c) In addition to baseline protections in section (5) and as an alternative to OAR 660-023-0030, a local government may identify areas with a high likelihood of containing archaeological sites and require preconstruction surveys within such areas.¶

(d) A local program described in subsection (c) may limit development to protect an archaeological site identified through a preconstruction survey, provided the local government follows the ESEE decision process in OAR 660-023-0040 and the local government adopts a program to achieve protection that is consistent with the directives in OAR 660-023-0050.¶

(e) Local governments shall notify tribes as provided in subsection (10)(c) when initiating a program under subsection (c).¶

(10) Application of the rule.¶

(a) Local governments are not required to amend acknowledged plans or land use regulations to provide new or amended inventories, resource lists, or programs regarding cultural areas except as a result of applying OAR 660-023-0030 through 660-023-0050 to significant cultural landscape features identified in an application for an amendment to a comprehensive plan as provided in subsection (4)(c) or in response to a UGB amendment as provided under section (7). A local government may adopt procedures for consulting with tribes on the decisions described in subsection (5)(c) and subsection (8)(a) that could impact cultural areas that are of value to one or more tribes.¶

(b) A local government shall apply the standards and protection measures described in subsection (4)(c) and sections (5), (6), and (8) directly except as provided by subsection (d).¶

(c) A local government satisfies the requirements for sending notice to tribes in this rule by sending notice to tribes with an ancestral connection to land within the jurisdiction of the local government. Each city and county and Metro shall obtain a list from the Legislative Commission on Indian Services of tribes that have such a connection.¶

(d) When a local government develops a program under subsection (9)(a), review and protection elements of that program may replace some or all of the requirements of sections (5) and (8), as these sections pertain to the tribe with which a local government has entered into a consultation agreement or a memorandum of understanding.¶

(e) Notwithstanding OAR 660-023-0080, Metro's obligations under this rule are limited to section (7).¶

(f) Within the boundaries of the Columbia River Gorge National Scenic Area, local governments shall implement the provisions of the Columbia River Gorge National Scenic Area Act and the Columbia River Gorge National Scenic Area Management Plan instead of the provisions in this rule.

Statutory/Other Authority: ORS 197.040

Statutes/Other Implemented: ORS 197.225-197.245



Budget:



## CITY OF OREGON CITY

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

### Staff Report

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|              |                                                                             |                     |              |
|--------------|-----------------------------------------------------------------------------|---------------------|--------------|
| <b>To:</b>   | City Commission                                                             | <b>Agenda Date:</b> | July 7, 2026 |
| <b>From:</b> | Carrie Richter, City Attorney<br>Alexandra Troutman, Assistant City Manager |                     |              |

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### **SUBJECT:**

Flavored Nicotine Ban Follow Up

### **STAFF RECOMMENDATION:**

Staff requests that the City Commission provide feedback on the attached documents and direction related to a potential flavored nicotine ban. Specifically, whether the Mayor should communicate with interested cities and Clackamas County to move forward adoption of a flavor ban pursuant to the draft letter attached. Staff also suggests that the Commission have a general discussion about some implementing details, whether they are implemented by the County or the City.

### **EXECUTIVE SUMMARY:**

At the June 9, 2026 City Commission work session, staff provided an overview of the current state of flavor ban regulation throughout the Metro area and a recent Supreme Court case ruling on the same. Staff was instructed to move forward with encouraging Clackamas County to implement a flavor ban and adopting one in Oregon City, assuming that Clackamas County is unwilling to move forward.

### **BACKGROUND:**

At the June 9, 2026 City Commission work session, staff provided an overview of the current state of flavor ban regulation throughout the Metro area and a recent Supreme Court case ruling on the same. Staff was instructed to move forward with encouraging Clackamas County to implement a flavor ban and adopting one in Oregon City, assuming that Clackamas County is unwilling to move forward.

Since that meeting, City staff has met with representatives of the Clackamas County Health, Housing, Human Services Department and a Senior Attorney at the Washington County Counsel's office who was involved in the *Schutz* litigation. From these conversations, staff has put together a draft letter to other cities and Clackamas County urging the adoption of a flavor ban. The cities selected in the memo are not intended to be an exclusive list. Happy Valley and Lake Oswego adopted a resolution in support of a ban last year, similar to

Oregon City. Milwaukie and Gladstone were included on Clackamas staff recommendation.

As this letter points out:

- In 2022, e-cigarette use by 11th graders in Clackamas County was 12.5%, which is significantly higher than in other tri-county area with Multnomah County at 9.1% and Washington County at 5.6%.
- 20.5% of Oregon City 11th graders use tobacco at nearly twice the rate of their peers across Clackamas County and 84% of these 11<sup>th</sup> graders use flavored products such as mint, fruit, coffee, candy or other flavors.
- There are 35 licensed tobacco retailers in Oregon City plus three additional retailers that are considered tobacco vape shops. All three of these vape shops are located on Molalla Avenue less than one mile from the Red Soils campus and Gardiner Middle School.
- There is one tobacco retailer per 1,000 residents in Oregon City. Lake Oswego, a city of similar population has .45 retailers per 1,000 residents.
- Of the 20.5% of Oregon City 11<sup>th</sup> grade vape users, 6.7% said that they got their tobacco from a local retailer where the minimum age to buy is 21 years old. In 2025, 22% of tobacco retailers failed their minor legal sales age inspection in Oregon City. County-wide only 9% of stores failed.

These conversations also provided further insights about how the tobacco retail licensure program is implemented to better understand how a flavor ban could work in Clackamas County or Oregon City. All conversations included the acknowledgment that Clackamas County – as a local health authority – stands in a much stronger legal position to pursue a ban. Clackamas County Board of Commissioners has not been asked to pursue a ban in recent memory. There are no plans for the Oregon legislature to resume the statewide ban for the 2027 session. For these reasons, it makes sense to formally initiate conversations with Clackamas County.

In addition to outlining and executing on a campaign to get this matter in front of the County Board, there are some additional issues that deserve Commission consideration as we move forward:

1. The scope of any prohibition – See attached Washington County ordinance and FAQ document:
  - a. Should this include all “flavored products” not otherwise authorized by the FDA for smoking cessation use? This would also include “synthetic nicotine products” such a tobacco-less, synthetic nicotine pouches such a Zyn which are similarly highly addictive and are marketed to young people as performance enhancers.
  - b. Any other limitations that should be included? Single cigarette sales, coupon discounts, self-serving vending, movable vending?
2. Enforcement: In Washington County, tobacco retail licensing is done entirely at the

state level and as a result, the flavor ban prohibition will be county-implemented through complaint-driven enforcement through their code compliance officers. Citation will be issued to the owner of the business and not the employee or manager. Multnomah County fully implements the Oregon Health Authority retail tobacco licensing program at the local level. As such, inspection and enforcement will be accomplished as part of the license-inspection and enforcement procedures. Right now, Clackamas County is more akin to Washington County with all regulation going through OHA. If Clackamas County were to implement a flavor ban, perhaps the County would opt back into enforcement similar to Multnomah County. Under that scenario, OHA would issue penalties for violations of the state TRL and minimum age sales requirements. Clackamas County or Oregon City (if that is how it was worked out) would issue penalties for the local flavor ban. Violations would count as strikes against the state license. Acting alone, Oregon City cannot implement the retail licensing program so its only option will be local enforcement through code enforcement with the support of the police department.

3. Program funding: Washington County's ban will be funded through a surcharge on tobacco retail licenses that will be collected by the Department of Revenue and passed along to the County. Clackamas County or Oregon City could pursue the same surcharge approach but it is not clear if it would be sufficient to cover all program costs. If the County was willing to adopt a ban, additional funding might come from cities or cities could be responsible for enforcement. Clackamas County Public Health staff shared an example of this shared arrangement that exists between Sonoma County, California and the City of Petaluma, which has a flavor ban that includes inspections and the cities of Sebastopol and Sonoma (City) rely on a complaint model to reduce costs. More research is necessary to determine the degree to which this Sonoma County model would work here.
4. Penalty structure: The OHA penalty structure for repeat offenders is as follows:

| Civil penalties for violations                                                            |                                    |
|-------------------------------------------------------------------------------------------|------------------------------------|
| 1st penalty                                                                               | \$1,000 and review training manual |
| 2nd penalty within review period                                                          | \$2,000                            |
| 3rd penalty within review period                                                          | \$3,500                            |
| 4th penalty within review period                                                          | \$5,000                            |
| *Review period means the 60-month period from the date the first violation is discovered. |                                    |

After an initial compliance inspection, if a remediation plan has been created, violations found during future compliance inspections within the review period will result in a penalty.

In addition to a civil penalty issued by Oregon Health Authority (OHA), a license may be suspended or revoked by Department of Revenue (DOR), as described in OAR 150-323-0520 and retailers may be subject to civil penalties issued by DOR. An appeal can be made for any penalty.

**OPTIONS:**

1. Identify revisions and indicate whether there is consensus for the Mayor to pursue communication with cities and the County requesting a formal hearing on adopting a Countywide flavor ban including authorizing County staff to work with interested cities' staff to come up with a shared funding and program enforcement mechanism.
2. Answer these issues for discussion and instruct staff to move forward with a flavor ban ordinance consistent with Commission findings.
3. Take no further action on this matter.



## Washington County Oregon

... > [Public Health](#) > [Tobacco, Vape & Nicotine](#)

# Flavor Ban Ordinance 878

Answers to frequently asked questions about the ordinance prohibiting the sale or advertisement of flavored tobacco or nicotine product.

### Update: May 8, 2026

We are pleased to learn of the Oregon Supreme Court's unanimous decision in favor of Ordinance 878, which, once implemented, will ban the sale of all flavored tobacco products in Washington County. You can read [Washington County Public Health's full statement](#) online.

## Ordinance 878 Overview

The ordinance, which was approved by Washington County voters, prohibits retailers in Washington County from selling any flavored tobacco or flavored synthetic nicotine product. The ordinance also prohibits price promotions, coupons and discounts for all tobacco and synthetic nicotine products.

If you have questions about the ordinance that are not answered below, please email [TobaccoRetail@washingtonty.gov](mailto:TobaccoRetail@washingtonty.gov).

### How will Ordinance 878 work?

Ordinance 878 as enacted by the Washington County Board of Commissioners will:

- A. Prohibit the sale of any tobacco product, synthetic nicotine product or inhalant delivery system to any person under 21. This restriction will also apply to inhalant delivery systems sold by licensed marijuana retail shops. However, the county has clarified that this restriction would not apply to marijuana cartridges sold at licensed marijuana retail shops, as those products are regulated by state law.
- B. Prohibit the sale of any flavored tobacco or flavored synthetic nicotine product. Read the definition of a flavored product in [Ordinance 878](#).
- C. Prohibit any coupon or price promotion for any tobacco product, synthetic nicotine product or inhalant delivery system.
- D. Prohibit the sale of any package of cigarettes containing fewer than 20 cigarettes.
- E. Prohibit self-serve vending of any cigarette, tobacco product, synthetic nicotine product or inhalant delivery system.

F. Prohibit moveable places of business that sell any tobacco product, synthetic nicotine product or inhalant delivery system, such as a kiosk or motor vehicle.

**Why is Washington County prohibiting the sale of all flavored tobacco products?**

Most young people who start using tobacco products — such as cigarettes, little cigars, or vape — often begin with flavored options. In Washington county, 76% of 8th graders and 75% of 11th graders reported using flavors if they used a tobacco product. Studies show that flavors, particularly menthol, make it harder for users to quit. This law was introduced to limit youth access to flavored tobacco products and support quitting, helping lower the toll of the country's leading cause of death and disease.

The industry aggressively markets to specific communities, and has been successful at getting kids in these communities to start smoking and vaping. There are many short and long-term health consequences of tobacco use, and we believe the ban is a positive step to start addressing this health inequity.

**Why is Washington County prohibiting price promotions and discounts on all tobacco products?**

Youth and young adults are more price-sensitive than older adults. Lower prices encourage youth to initiate tobacco use and, along with coupons and other price discounts, encourage youth to move from experimentation to regular smoking. Research has estimated that smoking rates would drop by 13% if price promotions were prohibited nationwide.

**Will Washington County provide a list of products that are prohibited by the ordinance?**

No. Products change frequently. Retailers should work with their distributors and legal teams to determine which products can and cannot be sold.

**What type of infraction will a violation be under Washington County Ordinance 878?**

A violation under Ordinance 878 would be a civil infraction with a presumptive fine of \$435, and a maximum fine per violation of \$2,000 for individuals and \$4,000 for corporations. Each day in violation would be considered a separate violation under the ordinance.

**Who does the ordinance apply to?**

The ordinance applies to all businesses that sell tobacco, synthetic nicotine and/or vape products in Washington County, Oregon.

**How will the ordinance be enforced?**

Ordinance 878 is a complaint-driven law. That means that enforcement activities only take place as a result of a complaint from a member of the public, including employees of the business.

**Note:** All reports of violations regarding Ordinance 878 are a matter of public record and confidentiality is not guaranteed.

Complaints must indicate a violation of the Ordinance. Vague language that lacks specific detail of potential violations might not be investigated.

**Questions about tobacco retail licensing****What is tobacco retail licensing?**

During the 2021 Legislative Session, Oregon passed statewide tobacco retail licensing. This means that all businesses that sell tobacco, nicotine products and inhalant delivery systems will be required to obtain a license to sell the product to consumers. This is similar to what is already required of businesses that sell alcohol or marijuana.

### How do I get a tobacco retail license?

Retailers can visit the Oregon Department of Revenue [cigarette and tobacco products licensing website](#).

### Have a question not answered here?

Email us at [TobaccoRetail@washingtoncountyor.gov](mailto:TobaccoRetail@washingtoncountyor.gov).

## Related News

### [Washington County Public Health statement on Oregon Supreme Court ruling in favor of flavored tobacco ban ordinance](#)

**May 8, 2026**

Washington County Public Health's statement on the Oregon Supreme Court's unanimous decision in favor of Ordinance 878 on May 7, 2026.

### [Statement on Oregon Court of Appeals Ruling on Ordinance 878](#)

**May 1, 2024**

Although a Washington County Circuit Court ruling in 2022 put the ordinance on hold, today's opinion completely reverses that 2022 ruling. The case is now being sent back to Washington County Circuit Court for further proceedings.

[More public health news & updates](#) >

## Local Public Health Authority Chapter 2

## Chapter 2 - ACCESS TO TOBACCO, SYNTHETIC NICOTINE AND INHALENT DELIVERY SYSTEMS

## 2.10 - Findings.

- A. Despite the efforts of federal, state and local governments, together with various private organizations, tobacco use continues to be a significant issue with negative implications for the health of our community, in addition to impacting the cost of providing both private and public health care services.
- B. It is illegal to sell tobacco products or inhalant delivery systems to a person under 21 years old. In some cases, employers have not adequately trained salesclerks and other employees or otherwise taken responsibility to ensure that the laws prohibiting sales to persons under 21 years of age are complied with rigorously.
- C. Selling tobacco products, flavored tobacco products, synthetically derived nicotine products or inhalant delivery systems to persons under 21 years old is a detriment to the health, safety and welfare of the residents of Washington County. Local governments retain the authority to enact regulations concerning the sale of tobacco if the local regulations are directed at encouraging compliance with existing laws.
- D. Oregon law requires retailers to post a notice informing the public that selling tobacco products and inhalant delivery systems to individuals under 21 is prohibited. Oregon law also prohibits the sale of inhalant delivery systems packaged in a manner attractive to minors.

## 2.20 - Definitions.

- A. **Cigarette.** Any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use and consists or contains:
  - 1. Any roll of tobacco wrapped in paper or in any substance not containing tobacco;
  - 2. Tobacco, in any form, that is functional in the product and that, because of its appearance, the type of tobacco used in the filler or its packaging and labeling, is likely to be offered to or purchased by, consumers as a cigarette; or
  - 3. Any roll of tobacco that is wrapped in any substance containing tobacco and that, because of its appearance, the type of tobacco used in the filler or its packaging and labeling, is likely to be offered to or purchased by, consumers as cigarette described in subsection (a) of this section.
- B. **Flavored Product.** Any synthetic nicotine product or tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, molasses, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a synthetic nicotine product or tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements or claims concerning such products, that a synthetic nicotine

product or tobacco product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a flavored product.

Flavored product does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for any other therapeutic purpose if the product is marketed and sold solely for the approved purpose.

- C. **Inhalant delivery system:** A device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to an individual inhaling from the device, or a component of such a device or a substance in any form sold for the purpose of being vaporized or aerosolized by such a device, whether the component or substance is sold separately or is not sold separately. Inhalant delivery system includes, but is not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

Inhalant delivery system does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for any other therapeutic purpose if the product is marketed and sold solely for the approved purpose.

- D. **Self-service display.** The display of cigarettes or any tobacco products for sale or consumption at a business that allows the public access to the products without the assistance of the owner or an employee of the business. All licensed products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public.
- E. **Synthetic Nicotine product.** Any product designed for human consumption where the nicotine was created and produced in a laboratory and not derived from tobacco.
- F. **Tobacco Product.** (1) Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) Any inhalant delivery system, and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains tobacco or nicotine; or (3) Any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

Tobacco product does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for any other therapeutic purpose, if the product is marketed and sold solely for the approved purpose.

- G. **Vendor-assisted sale.** The sale of cigarettes or any tobacco products to a retail consumer or buyer wherein only the vendor has access to the product until after the completion of the sale.

### 2.30 - Prohibitions.

- A. Prohibited sales to persons under the age of 21. No person or entity shall sell, distribute or offer for sale or distribution any tobacco product, synthetic nicotine product or inhalant delivery system to a person under the age of 21.
- B. Flavored products restricted. No person shall sell, offer for sale, or otherwise distribute any flavored tobacco product or flavored synthetic nicotine product.
- C. Coupon and price promotions prohibited. No person shall accept or redeem any coupon or

other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any tobacco product, synthetic nicotine product or inhalant delivery system to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.

- D. Minimum package size required. No person shall sell or distribute, or offer for sale or distribution, or permit to be sold or distribution, any container of cigarettes containing fewer than 20 cigarettes. Each sale or distribution or offer to sell or distribute shall be a separate violation.
- E. Vendor-assisted sale of tobacco products required. No person or entity shall offer for sale, sell or permit to be sold any cigarettes, tobacco products, synthetic nicotine product or inhalant delivery system by means of a self-service display or any means other than by a vendor-assisted sale. Each day that the self-service display is accessible shall be a separate violation. Each offer for sale or sale other than vendor-assisted shall be a separate violation.
- F. Moveable Place of Business prohibited. Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions of any tobacco product, synthetic nicotine product or inhalant delivery system is prohibited.

#### **2.040 - Non-retaliation.**

It shall be a violation of this ordinance for any employer to discharge, demote, suspend, refuse to hire, or in any manner retaliate against any employee, applicant for employment or customer because such person reports, testifies, assists or participates in any manner in any investigation, proceeding or hearing regarding an alleged violation of this ordinance. To the extent permitted by law, any person claiming to be aggrieved by a violation of this section shall have a cause of action in any court of competent jurisdiction for damage and such other remedies as may be appropriate.

#### **2.050- Conformity with law.**

This chapter shall not, in any way, be a substitute for, nor eliminate in any way, the necessity for conformity with any and all laws or rules of the federal government, the state of Oregon or its agencies, nor any ordinances or rules and regulations of the county.

**2.060 - Enforcement.**

WCC [Chapter 1.12](#) provides the general enforcement mechanism for this chapter, but does not preclude other enforcement options.

**2.070 - Civil infraction.**

A county enforcement officer, as defined in WCC [Chapter 1.12](#), may issue a Class A civil infraction for failure to comply with this chapter and any rules and regulations adopted pursuant thereto. Civil infractions shall conform to the requirements of the Administrative Enforcement Code, [Chapter 1.12](#). Enforcement of civil infractions shall be through [Chapter 1.12](#). Each day a person is in violation of this chapter shall be deemed a separate violation thereof.

**2.080 - Civil infraction—Other enforcement procedures not excluded.**

The provisions of this chapter are in addition to and not in lieu of any other procedures and remedies provided by law, including equitable relief and damages.

Memo:

From: Mayor Denyse McGriff and Oregon City Commission

To: Chair Robers and the Board of Commissioners of Clackamas County  
Mayor Tom Ellis and Happy Valley City Council  
Mayor Joe Buck and Lake Oswego City Council  
Mayor Milch and Gladstone City Council  
Mayor Batey and Milwaukie City Council

Re: Banning Flavored Tobacco and Synthetic Nicotine Sales in Clackamas County

**The adoption of an ordinance banning the sale of all flavored tobacco products in Clackamas County.**

**The Problem:** The use of tobacco products remains the leading cause of preventable death and disease, killing nearly 8,000 Oregonians each year from cancer and cardiovascular and respiratory diseases. 27.5% of cancer deaths in Oregon are attributable to smoking. Studies show that the younger someone is when they start smoking, the harder it is to quit. Nine out of ten adults who smoke report that they started smoking before turning 18. Eight out of ten youth who have ever used a tobacco product initiated with a flavored (vape) product. The popularity of these flavored products has increased four-fold from 5% to 23% from 2013 to 2019, despite a 25-year trend of reduced combustible cigarette sales. Two in three of 11th graders who have ever used tobacco report first using flavored tobacco.

In 2022, e-cigarette use by 11th graders in Clackamas County was 12.5%, which is significantly higher than in other tri-county area with Multnomah County at 9.1% and Washington County at 5.6%. 20.5% of Oregon City 11th graders use tobacco at nearly twice the rate of their peers across Clackamas County and 84% of these 11<sup>th</sup> graders use flavored products such as mint, fruit, coffee, candy or other flavors.

There are 35 licensed tobacco retailers in Oregon City plus three additional retailers that are considered tobacco vape shops. All three of these vape shops are located on Molalla Avenue less than one mile from the Red Soils campus and Gardiner Middle School. There is one tobacco retailer per 1,000 residents in Oregon City. Lake Oswego, a city of similar population has .45 retailers per 1,000 residents.

Washington County, has 0.52 tobacco retailers per 1,000 residents. There are 0.68 tobacco retailers per 1,000 residents in Clackamas County. There are 263 licensed tobacco retailers and of those 30 are considered vape shops. Twenty tobacco retailers are

within 1000 feet of a school and one quarter (5) of these retailers are within 1000 feet of an elementary school.

Of the 20.5% of Oregon City 11<sup>th</sup> grade vape users, 6.7% said that they got their tobacco from a local retailer where the minimum age to buy is 21 years old. In 2025, 22% of tobacco retailers failed their minor legal sales age inspection in Oregon City. County-wide only 9% of stores failed. This is compared to 8% in Washington County and 11% in Multnomah County.

Although legislation was introduced during the 2026 legislative session to ban flavored products statewide, SB 702 did not pass and we understand that no such legislation is proposed for the 2027 session.

**The Solution:** In May, 2026, the Oregon Supreme Court issued a decision upholding a Washington County ordinance banning flavored tobacco<sup>1</sup> against challenge by retailers. *Schwartz v. Washington County*, 375 Or 227 (2026).<sup>2</sup> First adopted and challenged in 2021, the retailers secured an injunction barring the ordinance prohibition from taking effect. Now that the Supreme Court has ruled, Washington County, awaiting some final resolution by the lower court, expects to move forward with implementation in the near future. Enforcement will be complaint-driven through its code enforcement department, funded through a tobacco license surcharge collected by the Oregon Department of Revenue and passed along to the County.

In 2024, Multnomah County adopted a similar a flavor ban ordinance, which was challenged and stayed awaiting resolution of the *Schwartz* case, but now should be free to move forward. Multnomah County implements the Oregon Health Authority tobacco licensing program and has health department personnel who handle regular business inspection as well as enforcement.

Clackamas County should partner with the other two Metro counties and similarly move forward with a flavor ban ordinance akin to what is in place in Washington and Multnomah counties. This will not only significantly contribute to curbing youth and young adult access to flavored nicotine products, it will keep youth from other areas

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<sup>1</sup> These bans would affect only the retail sale and distribution of “flavored products” which are cigarettes, cigarillos, pouches or vape that contains a taste or smell other than tobacco that are subject to state tobacco retail licensing. This would not include FDA-approved tobacco cessation such as nicotine replacement therapy.

<sup>2</sup> The *Schwartz* decision is focused on the statewide tobacco licensing scheme under which the Oregon Health Authority (OHA) and a “local public health authority” i.e. a county government, regulates and tracks compliance with Oregon tobacco laws. As a “local public health authority,” Clackamas County would be similarly situated as Washington and Multnomah counties who benefit from this ruling.

from seeking out these products in the only place that they are available – in Clackamas County.

This effort could be funded through a combination of a tobacco license surcharge, collected by the Oregon Department of Revenue, and/or funding of any gaps by affected cities. If County inspection and enforcement is not available, perhaps inspection and enforcement could happen at the municipal level.

**Request:** The Oregon City Commission requests support from other cities and strongly urges Clackamas County to move forward with a flavor ban ordinance.



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 15, 2026  
**From:** Jarrod Lyman, Communications Manager

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#### **SUBJECT:**

Item 9.c. - Flag Review

#### **STAFF RECOMMENDATION:**

#### **EXECUTIVE SUMMARY:**

The City Commission chose design option 1 out of the three flag options presented during the June 17 meeting, pending some possible variations. Three variations of that design are being presented.

#### **BACKGROUND:**

During the June 17 meeting, the City Commission indicated they preferred flag option 1, which was a stylized depiction of the Municipal Elevator. The Commission asked to see some variations on the design before making a final decision. Three options are before the Commission today, along with a sub version of each with a lighter shade of blue and darker shade of green to further distance the designs from other area municipal flags.

Variant 1 removes the white horizontal line towards the bottom, and makes the green line wider. It also thins the white lines so they are the same thickness as the green.

Variant 2 is the same as option 1 from the June 17 meeting, but with a thicker green stripe and thinner white stripes. The green and white stripes now match in thickness.

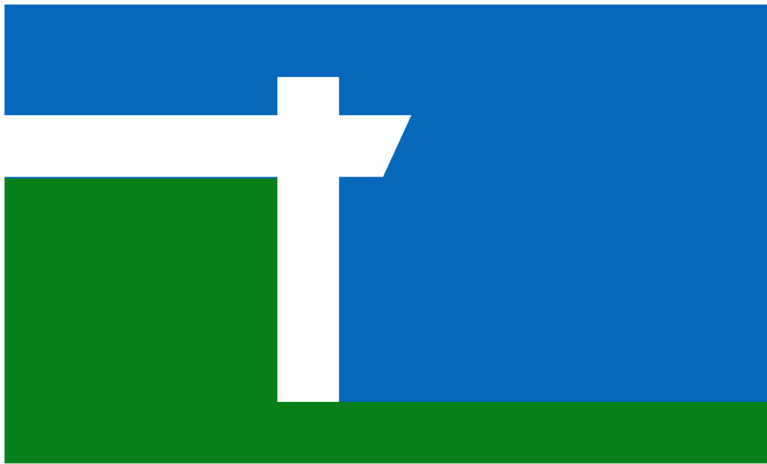
Variant 3 removes both the lower white and the lower green stripe.

#### **OPTIONS:**

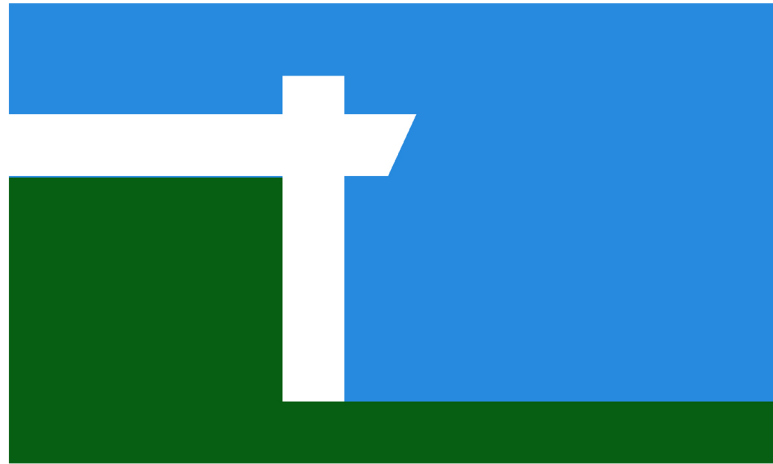
1. Approve one of the variants.
2. Make further requests for Staff to bring back before the Commission at a future meeting.

#### **BUDGET IMPACT:**

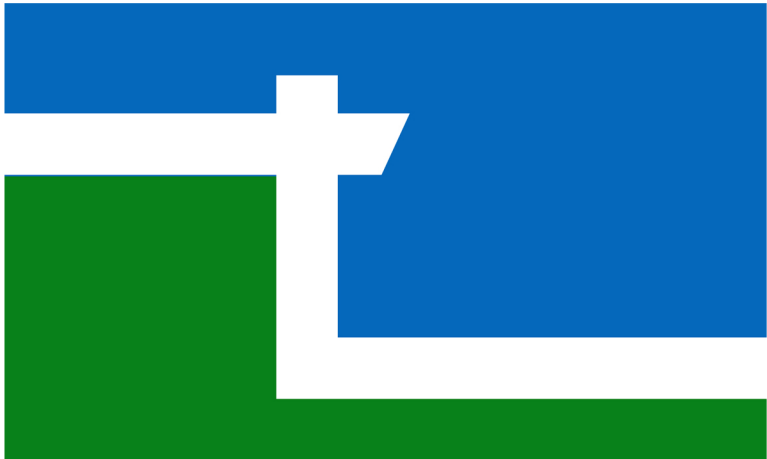
N/A



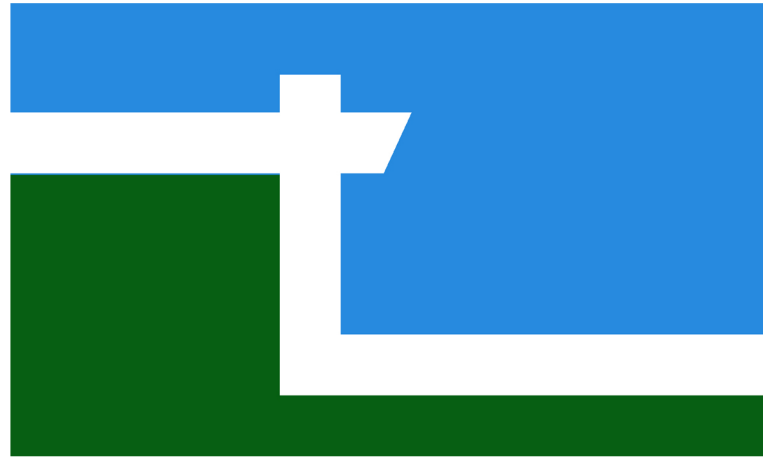
**Variant 1**



**Variant 1**  
(alt colors)



**Variant 2**



**Variant 2**  
(alt colors)



**Variant 3**



**Variant 3**  
(alt colors)