

## Oregon Parks and Recreation Commission

February 24, 2016

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Agenda Item: 3b

Information

Topic: State Scenic Waterways Program Update

Presented by: Trevor Taylor, Stewardship Manager

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Governor Kate Brown signed an Executive Order establishing portions of the Chetco and Molalla Rivers as State Scenic Waterways on January 25. Her order followed the Oregon State Parks and Recreation Commission recommendations, and subsequent Water Resources Commission concurrence, in their entirety. The Executive Order is attached.

The Oregon legislature has an opportunity to pass a joint resolution to reverse the governor's designation during their 2016 session. If they adjourn in early March without altering her action, Oregon will have its first new scenic waterways since 1988.

Our next step would be to bring you a request to go to rulemaking and adopt management plans for the two designated reaches. Drafting management plans normally takes a significant amount of time, but staff and volunteer advisory committees paved the way by writing nonbinding draft plans for both rivers in 2015, and rulemaking—while it will still be fully public and open to edits—will have well vetted draft language as a starting point.

In rulemaking, the rivers will be categorized to set the basic level of protection (see attachment “Scenic Waterway Process and Classifications”), with tweaks to the standard rules based on the nonbinding draft management plans the Commission received in November 2015. River-specific rules guide staff review of notifications from landowners within a quarter mile of the waterway who wish to complete projects, typically construction or removal of vegetation.

If a project is potentially within sight of the waterway, staff works with landowners to apply scenic waterway rules to protect scenery, recreation and other values. They are usually successful in coming to an agreement on the best way to proceed. Staff then notifies the landowner of an agreement in writing by issuing an approval letter with attached conditions. In those rare cases where an agreement cannot be reached, staff asks the Commission to deny a request. If the proposal is denied, a landowner may still continue with their project after waiting a year, assuming other local requirements don't stand in the way.

OPRD's stewardship section coordinates the scenic waterway program, and will work with the communications and research division to continue outreach to landowners and other interested parties along each waterway during rulemaking. Study of new scenic waterway candidates will resume during the 2017-19 biennium, guided by the State Trails Plan, after a thorough review in 2015-17 of the process used to study the pilot waterways.

**Prior Action by Commission:** Scenic Waterway recommendations, Item 10a, Nov. 2014, as amended by Item 11b, Apr. 2015. Receive draft management reports, Item 9a, Nov. 2015.

**Action Requested:** None

**Attachments:** Classifications and Executive Order

**Prepared by:** Chris Havel



**EXECUTIVE ORDER NO. 16-04**

**DESIGNATING SEGMENTS OF THE CHETCO RIVER (CURRY COUNTY) AND MOLALLA RIVER (CLACKAMAS COUNTY) AS STATE SCENIC WATERWAYS AND DIRECTING SCENIC WATERWAY STUDIES TO USE A COLLABORATIVE PROCESS**

Oregon is blessed with a diversity of river systems that richly contribute to our quality of life. Oregonians feel connected to our rivers and value their importance to our economies, communities, and ecosystems.

In 1970, the people of Oregon voted to establish the Oregon Scenic Waterways Act. This law protects the free-flowing character of designated rivers for fish, wildlife and recreation; protects and enhances scenic, cultural and natural values along scenic waterways; and establishes a process and criteria for adding new rivers to the scenic waterway system. The state Scenic Waterways system now includes approximately 1,150 miles on 19 rivers and Waldo Lake. No new Scenic Waterway has been designated since 1988.

Stewardship of our rivers is ever more important as the population along our rivers increases and a changing climate results in low snowpack levels, high temperatures, and significantly low streamflows. These changes impact recreation, fish and wildlife, and community and economic health.

Pursuant to the provisions of ORS 390.805 to 390.025, the Oregon Parks and Recreation Department (OPRD) undertook studies of the Chetco, Molalla and Grande Ronde rivers. OPRD consulted with the Oregon Water Resources Department and other state agencies, requested input from local governments, landowners and other interested parties, and conducted hearings in the counties in which those rivers are located.

At the conclusion of its process, OPRD identified segments of the Chetco and Molalla Rivers as meeting Scenic Waterways Act criteria and described those segments in the OPRD Scenic Waterway Qualification Reports (Scenic Waterway Reports) which were approved by the Parks and Recreation Commission in April 2015. OPRD received concurrence in its identifications from the Water Resources Commission in November 2015, and these identifications were submitted to me on December 28, 2015.

I wish to ensure that the outstanding scenic, fish, wildlife, geological, botanical, cultural, and outdoor recreational values of special Oregon rivers are conserved for Oregonians today and in the future through a collaborative process that includes tribal governments, local governments, state and federal agencies, landowners, conservation organizations, recreation organizations, agriculture interests, forestry interests, and businesses.



**EXECUTIVE ORDER NO. 16-04  
PAGE TWO**

**NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:**

1. Consistent with the recommendations of the Oregon Parks and Recreation Commission, and with the concurrence of the Oregon Water Resources Commission, I hereby designate the segments of the Chetco River and Molalla River and related adjacent land described in the Scenic Waterway Reports as Oregon State Scenic Waterways subject to the provisions of ORS 390.805 to 390.925.
2. In undertaking future scenic waterway qualification studies including scenic waterway flows, OPRD and the Oregon Water Resources Department will utilize a collaborative process that includes tribal governments, local governments, landowners, and conservation, recreation, river use, agriculture, forestry, and business organizations, in addition to the statutorily required consultation with state agencies under ORS 390.855.

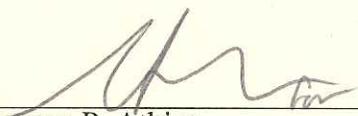
This Executive Order shall remain in effect until it is otherwise modified, amended or terminated.

Done at Salem, Oregon, this 25 day of January, 2016.



  
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Kate Brown  
GOVERNOR

ATTEST:

  
\_\_\_\_\_  
Jeanne P. Atkins  
SECRETARY OF STATE

## **Oregon State Scenic Waterways Process and Classifications**

The people of Oregon established the Oregon Scenic Waterways Program in 1970, recognizing that wise individual and public use of these special rivers and adjacent lands is necessary. It strives to achieve a balance between protecting the rivers' natural resources and the equally valuable lives and plans of the people who live along them.

The Oregon Parks and Recreation Department must be notified of certain activities proposed within ¼ mile of the bank of Oregon's designated scenic waterways. Such activities include cutting of trees, mining, construction of roads, railroads, utilities, buildings, or other structures. The proposed uses or activities may not be started until the written notification is approved, or until one year after the notice is accepted.

### **Process Overview**

Written notification to the Oregon Parks and Recreation Department (OPRD) is required for certain activities proposed within Oregon scenic waterways. Such activities include cutting of trees, mining, construction of roads, railroads, utilities, buildings, or other structures. Commencement of the proposed uses or activities occurs upon OPRD approval, or one year after the notice is accepted.

### **Review Process**

The following materials are online at <http://bit.ly/scenicwaterways> for your review and use:

- Scenic Waterways Act, Oregon Revised Statutes 390.805 to 390.940 (See "Oregon Administrative Rules and Oregon Revised Statutes");
- Scenic Waterways Rules, Oregon Administrative Rules, Chapter 736, Division 40 (See "Oregon Administrative Rules and Oregon Revised Statutes");
- Notification of Intent Form (See "Guidelines, Procedures & Forms");
- Timber Harvest Form (See "Guidelines, Procedures & Forms"); and,
- Staff Contact Information (See "Key Staff").

The Notification of Intent form is for the landowner to make written notification to OPRD. Acceptance of this form is dependent upon completion with the required information and attachments including landowner signature, location, activity, map drawing, etc. We ask that all drawings be no larger than 11"x17".

Upon acceptance of a complete notification by OPRD, the review process begins. Copies of the notification and all associated materials are provided to affected agencies and interested parties for their review and comment. Upon closure of the comment period, OPRD conducts a site visit to review the proposal. OPRD staff, the property owner or representative, and interested agencies typically attend the site visit. During the site visit, staff will consider whether the proposal meets the scenic waterway requirements, or whether modifications are necessary. After the site visit, OPRD determines whether the project will comply with the scenic waterway regulations. If the proposal is in compliance, OPRD will issue a written approval for the project. As required in the statute and rule, this process concludes within one year of receipt of a complete notification; however, OPRD works to finalize reviews within four to six weeks of accepting a complete notification.

If you have any questions, please do not hesitate to contact the staff person listed for your area.

# THE OREGON SCENIC WATERWAYS ACT

## History of the Act

Oregon is blessed with a diversity of river systems that richly contribute to our quality of life. Wise stewardship of the state's natural resources becomes increasingly important as the population along our rivers increases and development quickly follows.

Landowners along an Oregon Scenic Waterway likely feel a special "ownership" of the river. These people, along with many other Oregonians, seek to conserve and protect these rivers for their enjoyment today, and for their children's tomorrow. By a 2:1 margin, the people of Oregon voted to establish the Oregon Scenic Waterways Program in 1970, recognizing that taking responsibility for these "special" rivers and adjacent lands was necessary if they were to remain unspoiled.

Passage of the Scenic Waterways Act, in 1970, immediately set into motion a state protection program for certain rivers in Oregon. The program promotes cooperative protection and wise use of these rivers by federal, state and local agencies, individual property owners and recreation users. This Act is Oregonians' response to protecting the state's beautiful rivers. It tries to achieve a balance between protecting natural resources and granting the wishes of riverbank property owners.

## What the Act Does

A major function of the Scenic Waterways Program is to protect the natural and scenic diversity of waterways by encouraging new development to blend in with what is already there. No attempt is made to restore scenic waterways to a pristine condition, and no claim is made to their beauty being present only in a natural, unaltered state. This program applies to all new developments. The ability to fit in and be concealed determines whether or not new development is acceptable.

Under the Act, OPRD must be notified of certain changes that landowners may want to make to their property, and those changes may be subject to review (for details, see pages 10-11).

The Scenic Waterway Program's goals are:

- To protect the free-flowing character of designated rivers for fish, wildlife and recreation. No dams, reservoirs, or impoundments are allowed on scenic waterways.
- To protect and enhance scenic, aesthetic and natural values, recreation, scientific research, and fish and wildlife qualities along scenic waterways. New development or changes of existing uses within a scenic waterway are reviewed before they may take place.
- To protect private property rights. The Act discourages unsightly structures or inappropriate developments that could be a nuisance to neighboring landowners or even depreciate property values. It prohibits pollution and the disturbance of adjacent surface lands by placer mining. It also prohibits the public use of private property without explicit consent of the landowner.
- To promote expansion of the scenic waterways system. The Act sets up a process and establishes criteria for adding new rivers to the system.
- To encourage other state agencies to act consistently with the goals of scenic waterways management. OPRD reviews plans and decisions made by other state agencies for possible impact on the scenic waterways system.

## The Act Does Not:

- Restrict the use of existing water rights along scenic waterways. Once a river is designated, developments may remain and are protected.
- Allow public use of private property without consent of the landowner.
- Require the removal of existing development or private property uses.

OPRD administers the Oregon Scenic Waterways Act. Other state agencies, such as the Division of State Lands, and the Oregon Water Resources Department, also have special responsibilities. For a complete list of other agencies involved in the Act, see page 15.

# THE PROGRAM

## Scenic Waterways Designation

A river or river segment can be designated as an Oregon Scenic Waterway by one of three ways:

- **By the governor.** After studies by OPRD and favorable recommendations from OPRD and the Water Resources Commission, the governor may designate a scenic waterway. The new designation becomes effective if the Legislature has no objections.
- **Direct legislative action.** The Clackamas River was added to the system by the Legislature in 1975. In

fact, parts of new rivers (and one lake) were added this way in 1983, 1985 and 1987. The governor can veto this legislation at any point.

- **Public initiative.** The voters of Oregon, following a successful initiative campaign, established the program in 1970 by a vote of 2 to 1. In 1988 the system doubled as a result of Ballot Measure 7. The governor or the Legislature cannot veto public initiative.

## Scenic Waterways Boundary

A scenic waterway includes the river and its shoreline, and all land and tributaries within one quarter mile (1320 feet) of its banks. Land outside of this isn't in the jurisdiction of the Scenic Waterways Program and isn't affected by the Oregon Scenic Waterways Act.

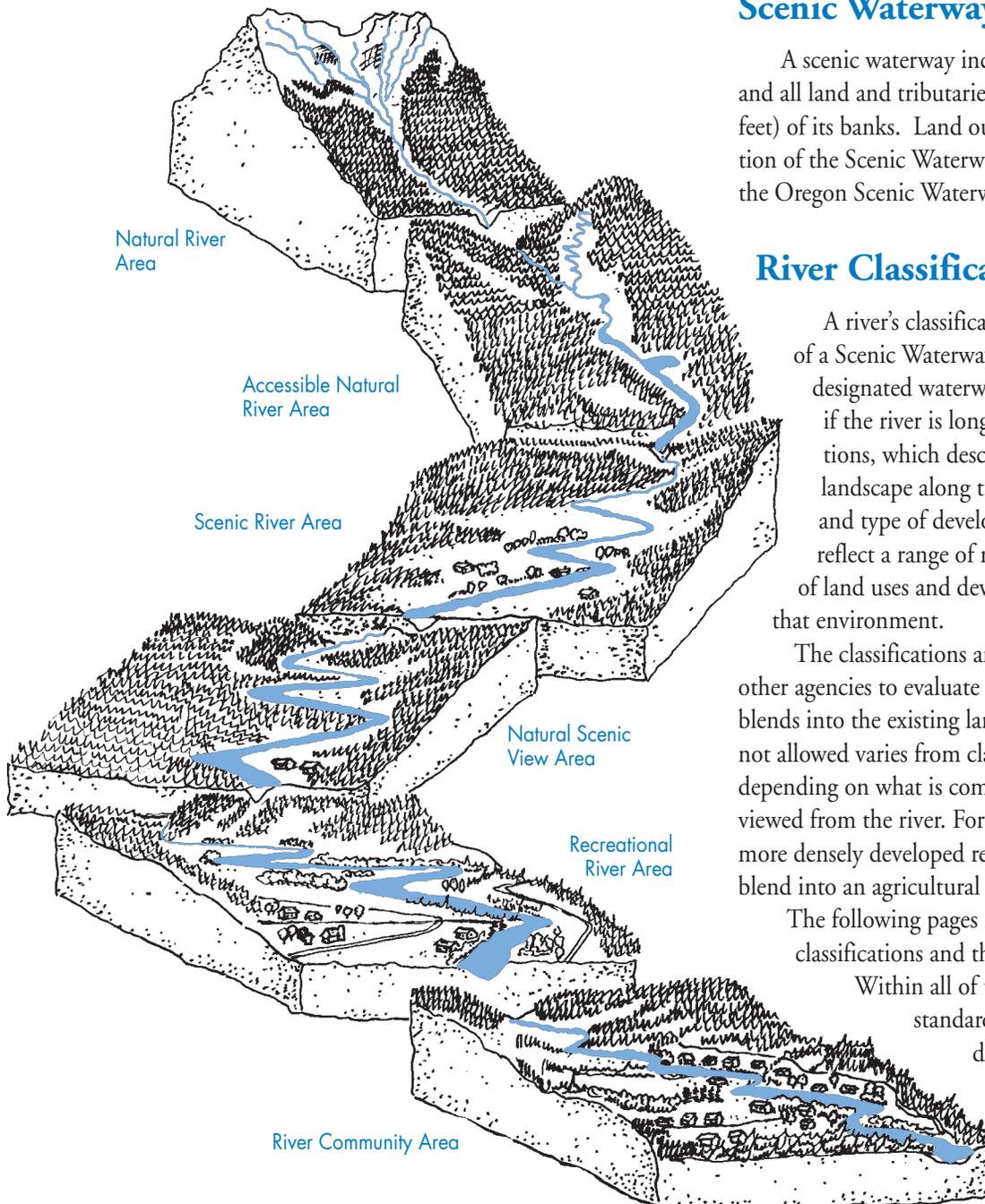
## River Classification

A river's classification is an important component of a Scenic Waterway Management Plan. Each designated waterway is given one (or possibly more, if the river is long or complex) of six classifications, which describe the general appearance of the landscape along the river as well as the amount and type of development. These classifications reflect a range of river environments and a variety of land uses and development densities for that environment.

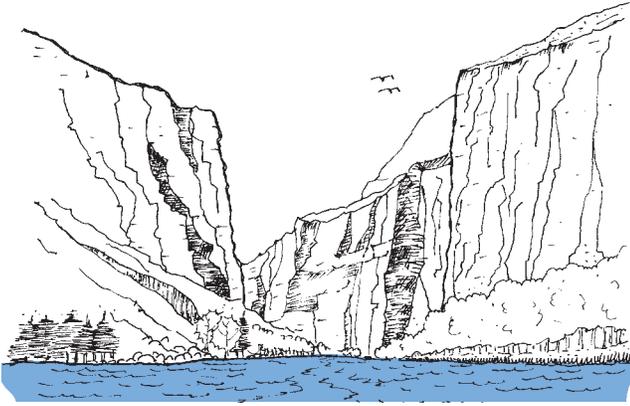
The classifications are also guidelines for OPRD and other agencies to evaluate how well new development blends into the existing landscape. What is allowed and not allowed varies from classification to classification, depending on what is compatible with the existing scene as viewed from the river. For example, uses that fit into a more densely developed residential area will not necessarily blend into an agricultural or forested setting.

The following pages illustrate examples of the classifications and their standards of development.

Within all of these classifications, development standards vary depending on existing development and the appearance of the landscape.



## Natural River Area



A Natural River Area is undeveloped, and pristine or near pristine. It is accessible only by trail, boat or airplane. While the landscape of a Natural River Area can vary from steep-walled canyons to forested foothills, its character is consistent: primitive, very scenic, and conveying a sense of solitude. Evidence of human use in a Natural River Area is usually limited and any structures or indication of settlement are rare or scattered.

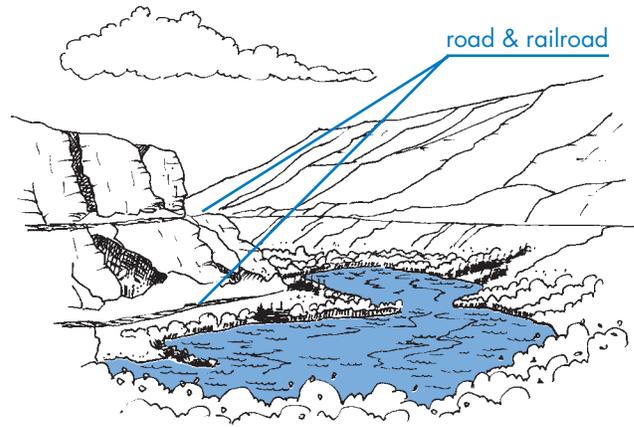
Because a Natural River Area is undeveloped, any change has great potential to affect its natural beauty. A Natural River Area is designed to preserve and protect its primitive natural condition. Stringent standards for concealing all developments from the river are applied. River recreation activities compatible with a primitive setting and with very low visual impact are allowed.

### Conditions for Use

A Natural River Area's dominant feature is its natural, primitive character. To assure adequate protection within the corridor:

- All new structures and developments must be completely hidden (screened) from the river, usually by topography (landform).
- Public recreation facilities and natural resource protection measures (*e.g.*, stream bank protection) may be visible from the river only if absolutely necessary. Their appearance must blend into the natural landscape and in no way dominate the view from the river.

## Accessible Natural River Area



An Accessible Natural River Area is similar to a Natural River Area in character and lack of development, but an Accessible Natural River Area can be usually reached by road. Typically, the access road is unpaved and passable only during warm, dry seasons.

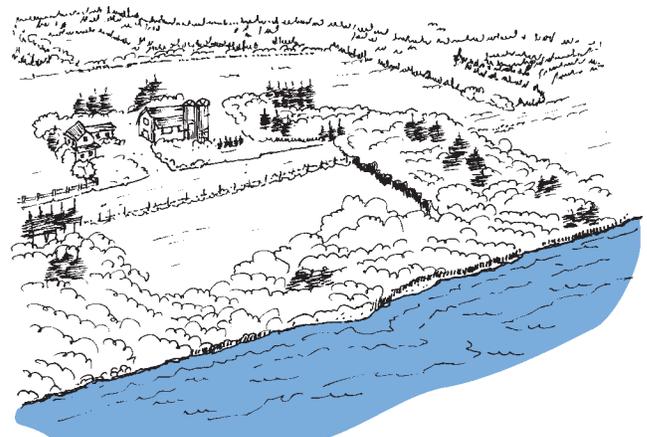
An Accessible Natural River Area is managed like a Natural River Area. The undeveloped, pristine character of the area is protected and preserved, with stringent standards for screening new development that can be seen from the river.

### Conditions for Use

To protect and preserve the natural character of the view from the river:

- All new developments must be completely screened from the river, usually by topography.
- Existing roads cannot be extended or improved.
- Public recreation facilities compatible with the undeveloped, primitive condition of the landscape are allowed.

## Scenic River Area



A Scenic River Area may have nearby development, but for the most part is undeveloped and natural appearing. The dominant human influences in a Scenic River Area are

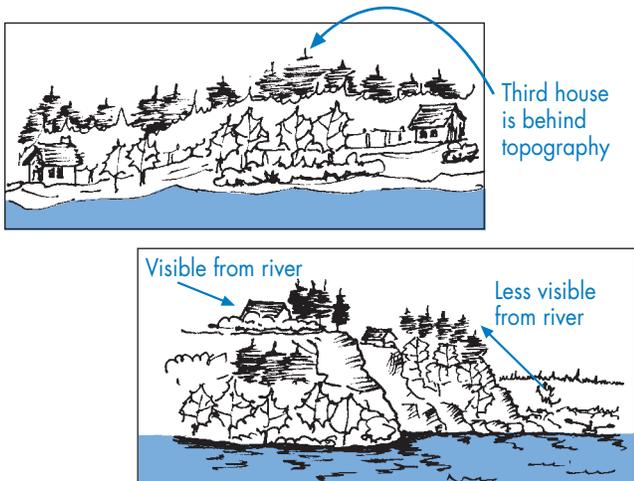
agriculture and grazing. Roads may be nearby, but are lightly traveled and not easily seen from the waterway. Power lines may be visible.

A Scenic River Area is managed to protect the scenic quality created by the combination of agricultural and natural features. Agriculture and recreation activities compatible with existing land uses are allowed.

### Conditions for Use

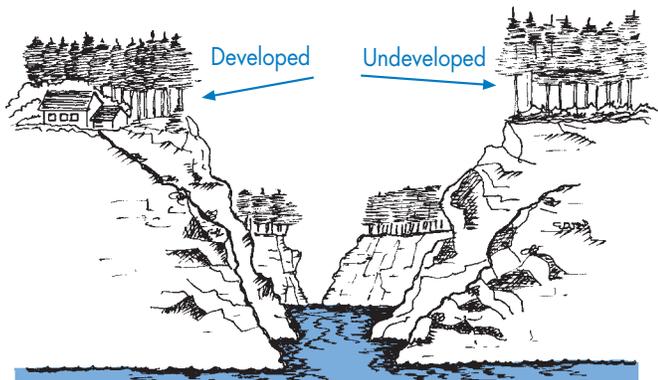
In general, certain structures and improvements can be visible from the river, but they must:

- Be related to agricultural, residential or recreation activities already visible.
- Meet the general design standards for building (height, color and materials).
- Meet local zoning requirements or density standards\* established by the waterways program.



\* An example of a density standard exists along the Rogue River. Only two residences per mile may be visible along each bank of its Scenic River Area. If the density standard is already met, new structures must be screened from view by topography. If only one house is visible, the new house may be seen, but must meet the uniform standards for color, wall and roof materials, and height.

### Natural Scenic View Area



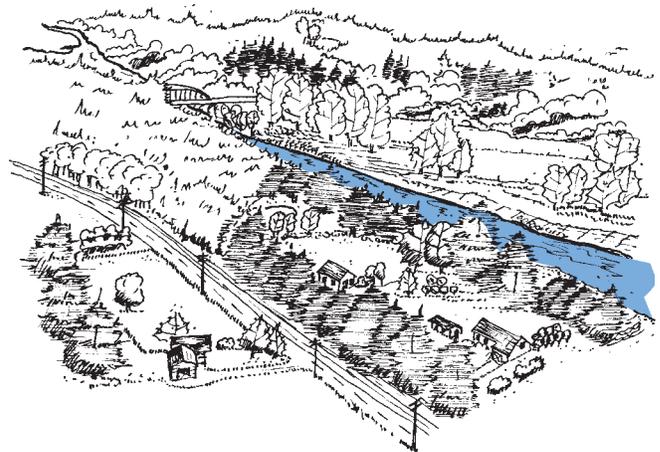
A Natural Scenic View Area contains one undeveloped and largely pristine riverbank while the opposite bank is more developed.

### Conditions for Use

Standards for development within a Natural Scenic View Area are similar to those for a Natural River Area or Accessible Natural River Area:

- New development along the waterway must be completely screened from view from the river, usually by topography. Vegetative screening of new development may be allowed in a forested area.
- Existing roads within a Natural Scenic View Area usually cannot be improved or extended.
- Public recreation facilities and resource protection measures can be visible, if their appearance blends in with the natural character of the surroundings.

### Recreational River Area



A Recreational River Area contains mixed agricultural, residential and commercial development along the shore and adjacent lands. A Recreational River Area is often rural or pastoral in character and easily accessible from local roads.

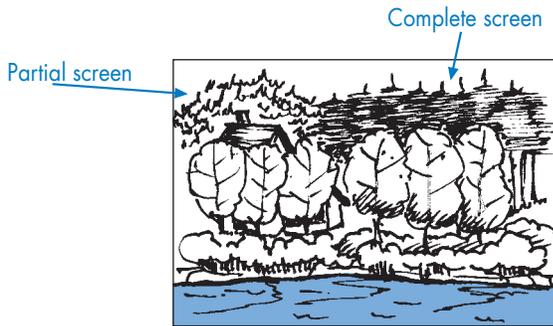
A Recreational River Area is managed to protect the view from the river, allow development consistent with existing land uses and provide for a wide range of recreational activities within the scenic waterway.

### Conditions for Use

In general:

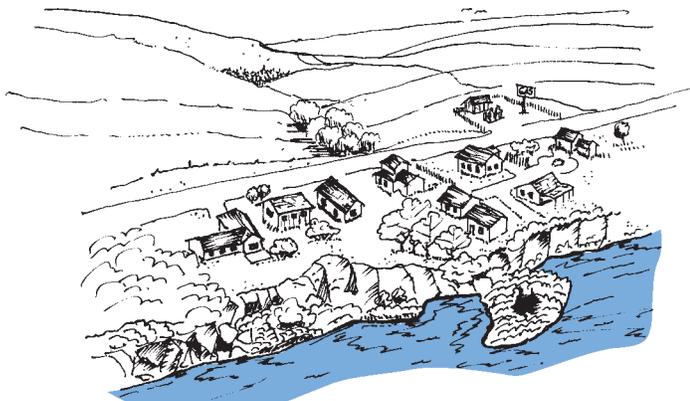
- Development is allowed if it does not interfere with the natural scene from the river. On scenic waterways where the natural landscape is dominant, such as the Deschutes River, this means that development other

than that needed for agricultural, recreational or resource protection uses is not allowed to be visible and requires complete screening. On other rivers where development is visible and dominant, development may be visible if it meets certain requirements for screening, density or use. For example, on the Rogue River, agricultural, commercial or residential structures can be visible from the river but are limited to four per mile per bank, and must meet the uniform standards for color, material and height.



Existing uses, public recreation facilities and natural resources protection projects can be seen from the river. They must blend into the natural scene as much as possible.

## River Community Area



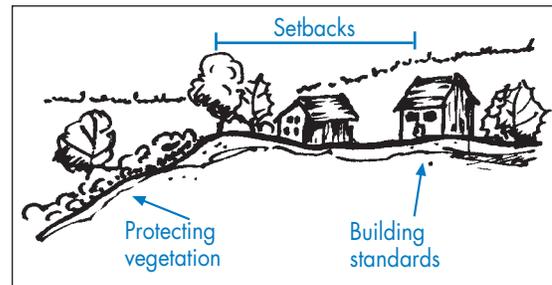
A River Community Area is a densely developed area, such as a residential tract or platted subdivision.

A River Community Area is managed to allow development compatible with local zoning, and must blend into the natural character of the surrounding landscape. This also means protecting existing riparian vegetation, and encouraging activities that protect the resources or improve the landscape.

### Conditions for Use

In general:

- Development compatible with existing local zoning is allowed.
- New improvements may be visible from the river if they meet the design standards (height, color, materials). A density standard may exist for the number of structures visible from the river.
- OPRD encourages landowners to protect riverbank vegetation.



# Oregon Parks and Recreation Commission

February 24, 2016

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Agenda Item: 3c

Information

Topic: Willamette Falls

Presented by: MG Devereux, Deputy Director

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## **Background**

In June 2014, the Oregon Parks and Recreation Commission received an update on the Willamette Falls Legacy Project (WFLP). The partnership between Oregon City, METRO, Clackamas County, and Oregon Parks and Recreation Department (OPRD) formed to help develop public access to the Willamette Falls and surrounding former paper mill site. OPRD has \$5 Million dollars in pass through bond money in the 2013-15 budget to help facilitate early development of the project site. In the 2015 session an additional \$7.5 Million of lottery bond money was pledged to the project. In September of 2014 the OPRC approved OPRD participation in moving the WFLP forward through an MOU with the project partners.

## **Current Status**

The WFLP has been working the new site owner, a private developer to create a plan for site development that includes a mix of business and traded sector jobs with a public river walk to highlight the historic and scenic resources of the Willamette Falls. The partnership has secured nearly \$20 million dollars for the design, permitting, and construction of the first phase of public space and economic development areas. This is a complex undertaking that involves money and participation from four public partners. In order to ensure that the partnership is well defined and remains focused on the project goals the partners group has created an Intergovernmental Agreement (IGA) to organize roles and responsibilities. OPRD's role in this IGA is limited to coordination with tribal interests in the project and coordination with the partners on pass through of State issued bonds.

**Prior Action by Commission:** Approval of Willamette Falls Legacy Project MOU Sept 2014

**Action Requested:** None

**Attachments:** Draft IGA

**Prepared by:** MG Devereux

## INTERGOVERNMENTAL AGREEMENT

### Willamette Falls Legacy Project

This Intergovernmental Agreement (“Agreement”) is made and entered into by and among the State of Oregon, through the Oregon Parks and Recreation Department (the “State”), Clackamas County (the “County”), the City of Oregon City (the “City”) and Metro (“Metro”) (each a “party” and collectively, the “parties”), effective as of the last date of signature below (the “Effective Date”).

### RECITALS

A. In February 2011, the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the “Property”) entered Chapter 7 bankruptcy, resulting in the loss of skilled jobs and leaving the mill property vacant, under the control of a bankruptcy trustee.

B. The parties began investigating the Property due to its proximity to Willamette Falls, a natural, cultural and historic wonder, and conducted environmental, structural, and historical analyses to better understand the Property, including the potential for public access to Willamette Falls and future redevelopment.

C. With the cooperation and contributions of the bankruptcy trustee, the parties commenced a land use master plan and rezoning effort, guided by four core values endorsed by the parties: public access, historic and cultural interpretation, economic redevelopment, and healthy habitat (the “Four Core Values”).

D. On July 29, 2013, the governor signed Senate Bill 5506 (“SB 5506”), and on August 14, 2013, signed Senate Bill 5533, together authorizing the sale of lottery-backed bonds to provide \$5 million for a public access project to Willamette Falls, so long as certain conditions set forth in SB 5506 were met (the “\$5M of State Funds”).

E. In May 2014, Falls Legacy, LLC, a Washington limited liability company (the “Owner”) purchased the Property from the bankruptcy trustee, and submitted the land use master plan and rezone application developed by the parties to the City, which was adopted in September 2014 as Master Plan CP 14-02, Zone Change and Text Amendment ZC 14-03, and Comprehensive Plan Amendment PZ 14-01.

F. On September 26, 2014, the parties entered into a Memorandum of Understanding (the “MOU”) regarding the former Blue Heron Paper Company property, documenting the parties’ shared commitment to the Four Core Values and to design and construction of public open space(s) and parkway on the Property with unobstructed views of the Willamette River and Willamette Falls (the “Riverwalk”).

G. On December 11, 2014, Portland General Electric Company (“PGE”) donated an option to Metro allowing Metro to acquire an easement over PGE property adjacent to

Willamette Falls (the “PGE Option”), which PGE Option and future easement will allow design and construction of the Riverwalk, which may include a viewpoint of Willamette Falls on property owned by PGE.

H. On December 15, 2014, the Owner donated an easement to Metro, recorded in the Clackamas County Official Records as Document No. 2014-064826, to facilitate the design and construction of the Riverwalk on the Property (the “Easement”).

I. On December 29, 2014, the governor determined that the conditions of SB 5506 had been met, and the State provided the \$5M of State Funds to Metro in accordance with an Intergovernmental Agreement between Metro and the State (Agreement No. 7554), dated June 1, 2015 (the “\$5M IGA”).

J. On May 29, 2015, Metro issued a Notice of Intent to Award for RFP 2903 selecting the design team of Mayer/Reed, Snøhetta, and Dialogue for design of the Willamette Falls Riverwalk.

K. On August 12, 2015, the governor signed House Bill 5030 and Senate Bill 5507 approving an additional \$7.5 million of State funding for the Riverwalk.

L. On September 24, 2015, in recognition that the design of the Riverwalk must relate to the remainder of the Property to be successful, the Metro Council awarded the City and the County a Community Planning and Development Grant (the “CPDG”) in the amount of \$550,000, which was matched with \$450,000 in funds from the Owner and \$25,000 from each of the City and County, for the grant recipients to conduct development opportunity studies and create a refined master plan of the Property, including the Riverwalk.

M. With the award of the CPDG, the parties’ efforts now include more than the Riverwalk, working to address, among other things, potential future open space and connections to the Property and infrastructure and economic development needs for the Property (the “Willamette Falls Legacy Project”).

N. On December 22, 2015, the State accepted Metro’s first progress report under the \$5M IGA, which included an updated finance plan and budget for the Riverwalk that is in accordance with the Legacy Project Budget attached to this IGA.

O. For a project of this magnitude, the parties recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties.

P. The parties acknowledge the great opportunity but also the risks of the Legacy Project, including the fact that design and construction of the Riverwalk is not fully funded, no

future owner of the public Riverwalk has been identified, and future public and elected officials may have perspectives on the Legacy Project not accounted for in this Agreement.

Q. Under the authority of ORS 190.010 and ORS 190.110, the parties desire to enter into this Agreement to provide the governance structure needed for the Legacy Project during the next phase of work, or over approximately the next eighteen (18) months, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

## **AGREEMENTS**

**1. Term.** The term of this Agreement shall commence on the Effective Date and expire on June 30, 2017, unless amended and extended by written agreement of the parties.

**2. Definitions.** In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

2.1. Economic Development Working Group. One of the Legacy Project's Working Groups, led by the Economic Development Project Manager, as further defined and described in Section 9, below.

2.2. Infrastructure Working Group. One of the Legacy Project's Working Groups, led by the Infrastructure Project Manager, as further defined and described in Section 8, below.

2.3. Legacy Project. The Willamette Falls Legacy Project, which as of the date of this Agreement, includes three sub-components or sub-projects: the Riverwalk, economic development, and infrastructure.

2.4. Legacy Project Budget. The budget for the Legacy Project compiled by the Legacy Project Manager and approved by the Partners Group showing sources and uses of all Legacy Project funds, to be updated from time to time. The Legacy Project Budget approved and authorized by the parties as of the date of this Agreement is attached as Exhibit A.

2.5. Legacy Project Milestones. Key decision points for the Legacy Project, as determined by the TAC, including design milestones for the Riverwalk.

2.6. Legacy Project Manager. Staff person employed by Metro to be the project manager for the Legacy Project.

2.7. Partners Group. The advisory governing body for the Legacy Project, comprised of two (2) elected officials and the chief administrator from each of Metro, the County and the City, and two (2) elected officials and high-level staff from the State, as set forth on the attached Exhibit B.

2.8. Rediscover the Falls. A nonprofit “friends” group that supports the work of the Legacy Project with a focus on the Riverwalk by engaging and educating the public, collaborating with partners, and building sponsorship and enduring commitment to the public interest in the Riverwalk.

2.9. Riverwalk Working Group. One of the Legacy Project’s Working Groups, led by the Riverwalk Project Manager, as further described in Section 7, below.

2.10. TAC. The Technical Advisory Committee for the Legacy Project, comprised of non-elected staff from each of the parties and that reports to the Partners Group, as described further in Section 4.3, below.

2.11. Working Groups. Groups focused on the sub-components or sub-projects of the Legacy Project and which report to the TAC, including the Economic Development Working Group, the Riverwalk Working Group, and the Infrastructure Working Group.

2.12. Working Group Project Managers. The project managers of each the Working Groups.

### **3. Authority**

3.1. ***Reservation of Regulatory and Legislative Authority***. Each party expressly reserves its regulatory and legislative authority with respect to the Legacy Project and the Property, including, for example, the City’s regulatory authority over land use approvals, the State’s authority over submerged lands, and each party’s legislative authority to appropriate funds.

3.2. ***Legacy Project Budget; Appropriation of Funds***. As of the date of this Agreement, each party represents that it has appropriated the funds set forth on the Legacy Project Budget for such party, for the fiscal year(s) covered by such party’s appropriation. Each party represents that it has authorized use during such fiscal year(s) of the appropriated funds in accordance with the Legacy Project Budget and this Agreement. The Legacy Project Budget may be revised from time to time by the Partners Group, within the amounts appropriated by the parties in their individual capacities. Spending in future fiscal years is subject to appropriation by each party’s governing body, in such body’s sole legislative discretion, and all spending under this Agreement is subject to audit.

3.3. ***Delegation of Administrative Authority***. The work of the Legacy Project and its participants is advisory, structured such that the Partners Group can make unified recommendations to each of the governing bodies of the parties. In addition, upon approval of this Agreement by a party, each party’s staff and elected representatives that participate in the Legacy Project, including the Partners Group, the TAC, or on a Working Group, shall have the authority to fully participate in the Legacy Project and to make non-legislative or administrative decisions on behalf of such party in accordance with this Agreement.

3.4. ***Staff Participation***. The parties intend that staff participating in the Legacy Project and the various project groups will work on behalf of the best interests of the

Legacy Project, representing not only the best interests of their employer but also of the Legacy Project itself. In that manner, staff will freely communicate and share information with other agency staff and generally support each other with respect to the Legacy Project. Notwithstanding the foregoing, finance and legal staff participating in the Legacy Project and in the various project groups represent solely their employers, as they owe a professional duty of loyalty and a fiduciary duty solely to their respective agencies.

**4. Decision-Making and Governance.** The Legacy Project’s decision-making structure and general workflow is set forth in the organizational chart attached as Exhibit C (the “Org. Chart”).

**4.1. *Role of Working Groups.***

4.1.1. The Working Groups shall review Legacy Project information in detail and provide advice and recommendations to the TAC on those matters that are within the subject matter of a particular Working Group. From time to time, the TAC shall revisit and determine the subject matter and work scope for each Working Group.

4.1.2. Within each Working Group’s subject area, the Working Group is charged with reviewing the following matters and recommending any necessary or desirable action to the TAC: individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, and responses to significant external opportunities or threats.

4.1.3. *De minimus* changes to scopes of work, as determined by the Legacy Project Manager, or spending within the Legacy Project Budget (including contingencies), may be made at the Working Group level, without the need for further consideration at the TAC or by the Partners Group; provided that the Legacy Project Manager shall keep the TAC apprised if multiple *de minimus* changes may have a cumulative impact on the Legacy Project.

4.1.4. The Working Groups shall coordinate and collaborate with PGE, the Owner, and other third parties, as applicable to each Working Group’s subject area and its deliverables.

**4.2. *Role of the Working Group Project Managers.***

4.2.1. Each Working Group Project Manager shall develop his or her Working Group’s work plan scope, schedule and budget, in collaboration with the Legacy Project Manager and for approval by the TAC. The Working Group Project Manager shall be responsible for deliverables, schedule, and budget of his or her Working Group. The Working Group Project Manager shall also create milestones in the Working Group’s scope of work and schedule in order to report back to the TAC and the Partners, as applicable, for review and approval. Other participants in the Working Group will accept the leadership of the Working Group Project Manager and coordinate any related activity with the overall direction and knowledge of the Working Group Project Manager.

4.2.2. Each Working Group Project Manager shall work with the Legacy Project Manager to ensure that Legacy Project decisions described in Section 4.1.2, above, are considered at the TAC and that any matters for which there is no consensus at the Working Group level are also considered by the TAC.

4.2.3. Each Working Group Project Manager shall compile and report expenditures for its Working Group to the Legacy Project Manager to ensure expenditures match the Legacy Project Budget approved by the Partners. Each party shall report all Legacy Project expenditures made by such party to the appropriate Working Group Project Manager.

4.2.4. Each Working Group Project Manager shall be responsible for understanding and considering the Owner and PGE's interests in the outcomes of the work of his or her Working Group, and shall promptly communicate with the Legacy Project Manager issues and opportunities as they arise.

#### 4.3. *Role of the TAC.*

4.3.1. The TAC meets weekly, or as otherwise agreed upon by the TAC, and shall keep minutes documenting its consideration and approval of any items. Items requiring TAC approval shall be emailed to the TAC at least two (2) business days in advance of the TAC meeting so that any party can be sure to send a representative or call into the meeting when that party desires to weigh in on a Legacy Project decision.

4.3.2. A party may send as many representatives to attend TAC meetings as such party deems necessary or desirable, provided that any members of the Partners Group shall attend TAC meetings only in unusual circumstances at the request of the Legacy Project Manager. It is expected that each party will send at least one (1) representative to each TAC meeting, or participate by telephone.

4.3.3. The TAC shall consider for approval all matters considered at the Working Group level (as set forth in Section 4.1.2, above), as well as decisions whether to recommend future intergovernmental agreements among the parties and decisions to pursue grant or funding opportunities.

4.3.4. Decisions of the TAC will be noted in the minutes for the TAC meeting. Should a TAC member disagree with a TAC decision, he or she may express such disagreement at the TAC meeting. If the TAC is unable to resolve the issue, the TAC member may elect to put it on the agenda for consideration at the next Partners Group meeting (as further described in Section 4.7, below).

4.3.5. The TAC shall prepare the agenda of the Partners Group.

4.3.6. Members of the TAC shall have the responsibility to communicate with their representatives on the Partners Group in between Partners Group meetings and with regard to agendas of the TAC and the Partners Group, to ensure each party is internally apprised of Legacy Project direction.

4.3.7. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.

4.3.8. The TAC shall determine the subject matter and scope of work for each Working Group.

4.4. ***Role of Partners Group.***

4.4.1. The Partners Group meets quarterly, or as otherwise agreed upon by the Partners Group or the TAC, and shall keep minutes. Without objection from any member of the Partners Group at a Partners Group meeting, matters considered by the Partners Group will be deemed approved and so noted in the minutes. The Partners Group is considered a public body in accordance with Oregon Public Meeting Law, providing recommendations and advice to each of the parties' governing bodies.

4.4.2. The Partners Group sets policy direction for the Legacy Project, approves Legacy Project Milestones and the Legacy Project Budget on a quarterly basis, sets direction in response to significant threats or opportunities (as determined by the TAC), recommends future intergovernmental agreements among the parties (to be approved by each party's governing body, if required), and makes recommendations that involve any material trade-offs among the Four Core Values. In addition, the Partners Group shall consider decisions that lack consensus at the TAC if added to the Partners Group agenda by a member of the TAC (as described in Section 4.3.4, above).

4.4.3. Members of the Partners Group shall communicate with their respective agency or government to ensure each party is apprised of Legacy Project direction and to ensure any decisions of the Legacy Project that require approval of such party's governing body are brought to the party's governing body.

4.5. ***Role of the Legacy Project Manager.*** The Legacy Project Manager will manage the Legacy Project by, among other things, coordinating the work of the TAC, the Working Groups, and the other entities on the Org. Chart. The Legacy Project Manager has day-to-day management authority of the Legacy Project in order to lead the Legacy Project forward consistent with the approvals provided by the Partners Group and the TAC, and consistent with the Legacy Project Budget. The Legacy Project Manager shall track the Legacy Project Budget and provide reporting on the Legacy Project Budget to the TAC and the Partners Group.

4.6. ***Consensus.*** Decision-making for the Legacy Project and at each level of the Org. Chart shall be by consensus. Consensus is defined as the point where all parties agree on an option with which they are willing to move forward, and includes the opportunity for a party to express reservations or dissent while nevertheless agreeing to allow the Legacy Project to move forward. Each party, by signing onto this Agreement, commits its confidences to the Legacy Project's decision-making structure, recognizing this project structure and the collaboration it represents among the parties as the Legacy Project's best chance for success.

#### **4.7. *Protocols for Disagreement.***

4.7.1. If there is no consensus at the Working Group level, the decision will be considered at the next TAC meeting.

4.7.2. If there is no consensus at the TAC level, a member of the TAC can elect within three (3) days of the TAC meeting, to place the decision on the next Partners Group meeting agenda. This will ensure that decisions made at the TAC level can be relied upon to move the Legacy Project forward.

4.7.3. If there is no consensus at the Partners Group, the Partners Group will provide direction and recommendations to the TAC for further discussion and consideration.

4.7.4. If disagreement remains after further consideration by the TAC, the decision will be considered again at the next Partners Group meeting where the members of the Partners Group shall strive to make a decision to keep the Legacy Project moving forward. At this stage of disagreement, on matters that are critical to long-term operations and maintenance of the Riverwalk, any parties that are identified as a future owner in accordance with Section 5.6, below, shall be given deference. Any resolution or conclusion in this circumstance that lacks consensus at the Partners Group will not bind the dissenting party.

4.7.5. If the need for a decision is urgent, the Legacy Project Manager may set emergency meetings of both the TAC and the Partners Group. The parties shall use best efforts to attend any emergency meetings.

### **5. General Obligations the Parties Regarding the Legacy Project Work.**

5.1. ***Reporting Expenditures.*** Parties shall report all expenditures to the Working Group Project Managers, including copies of invoices and any reasonable supporting documentation. The Legacy Project Manager shall provide a quarterly report on the Legacy Project Budget and expenditures to the Working Group Project Managers and solicit feedback to ensure that the Project is remaining coordinated and on budget as required by Section 5.7.

5.2. ***Contracts.*** Parties shall notify the Legacy Project Manager of all draft contracts that such party is considering entering into with third parties and that are related to the Legacy Project. If requested by the Legacy Project Manager, a party shall provide copies of the draft contract and scope of work to the applicable Working Group Project Manager and to the Legacy Project Manager, with reasonable opportunity for comment and review. If requested by the Legacy Project Manager, prior to executing a contract related to the Legacy Project, a party shall have obtained approval from the applicable Working Group and the TAC of the contract's scope, schedule, budget, workplan, and deliverables.

5.3. ***Participation.*** The parties shall participate meaningfully in all Legacy Project groups, and respect the roles and responsibilities assigned to each Partner in such participation.

5.4. ***Staff Contributions; Tracking of Staff Time.*** The parties shall provide key contributions of staff to lead and/or participate in the work of the TAC and the Working

Groups, as set forth in the attached Exhibit D. Each party shall track staff time for match, and report staff time spent on the Legacy Project to the Legacy Project Manager, as requested by the Legacy Project Manager; provided, however, that it is understood and agreed that, unless otherwise specifically agreed to by the Partners Group, that staff resources, time and contributions shall be deemed “in-kind” contributions to the Project, and no municipality shall charge time or seek to recover expenses from the Project.

5.5. **Staff Leads.** At the request of the Legacy Project Manager or a Working Group Project Manager, a party may agree to lead a portion of the work of the TAC or a portion of the work of a Working Group. Parties that agree to lead any portion of the work of the TAC or a Working Group will report back to the Legacy Project Manager or Working Group Project Manager, as applicable, on the status of the work and seek support of material decisions.

5.6. **Future Riverwalk Owner.** The parties understand and agree that work on the Riverwalk can progress only so far without identification of the entity or entities that will own or operate the Riverwalk. The parties shall strive to identify the owner(s) and operator(s) of the Riverwalk by completion of pre-concept design work (approximately June 2016), such that design decisions that affect future ownership and operation of the Riverwalk are made with the approval of the entity or entities that will own and operate the Riverwalk. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered “identified” when they have committed to the Partners Group to seek to construct the Riverwalk. The prospective operator(s) will be considered “identified” when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. An entity’s commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity’s governing body.

5.7. **Finance Oversight Subcommittee.** The parties shall create a finance oversight subcommittee of the TAC made up of at least one member from each party. The finance oversight subcommittee shall oversee the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager and Working Group Project Managers quarterly to review reports.

## **6. Work of the TAC.**

6.1. **General.** The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the date of this Agreement and may change from time to time upon approval of the TAC.

6.2. **Project Administration.** Metro will lead and manage the overall administration of the TAC and coordination among the Working Groups. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro’s work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures. The Parties will strive to rotate the location of the TAC meetings to encourage broad participation.

6.3. **Strategic Communications.** Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement with the Working Groups, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.

6.4. **Public Engagement.** Metro will lead the public engagement efforts in close coordination with the City. The City shall continue to update the Legacy Project website.

6.5. **Funding Strategy.** Metro will lead a fundraising and finance strategy for the Legacy Project. This work will coordinate opportunities with Rediscover the Falls and the work of the Working Groups. For lobbying, the County will lead federal efforts, and Metro and the State's Regional Solutions office will coordinate State efforts.

6.6. **Private Parties.** In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to real property issues and issues that have the potential to significantly impact all aspects of the Legacy Project. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance, except with respect to tours (see Section 6.9, below). The Working Group Project Managers may engage the Owner, PGE, and other third parties directly on Working Group-level issues, and will report the content of such conversations back to the TAC.

6.7. **Tribal Involvement.** The State of Oregon through State Parks will take the lead to create a process for government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. The State, Metro, the County and the City will coordinate additional tribal involvement, as necessary.

6.8. **Coordination with State Agencies.** The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required permits for the Riverwalk and state funding.

6.9. **Site Access and Tours.** The City will manage all site access and site tours through the Owner and PGE, and will update the TAC regarding tours on a weekly basis.

6.10. **Implementation Strategies.** Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing.

## **7. Work of the Riverwalk Working Group.**

7.1. **General.** The following subsections set forth roles and responsibilities regarding the Riverwalk Working Group, as of the date of the IGA and may change from time to time upon approval of the TAC.

7.2. **Riverwalk Project Manager.** Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The

Riverwalk Project Manager, in coordination with the Infrastructure Project Manager and Economic Development Project Manager, will create a project management plan for all the Riverwalk work.

## **8. Work of the Infrastructure Working Group.**

8.1. *General.* The following subsections set forth roles and responsibilities regarding the Infrastructure Working Group, as of the date of the IGA and may change from time to time upon approval of the TAC.

8.2. *Infrastructure Project Manager.* The City will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Infrastructure Working Group. The Infrastructure Project Manager, in coordination with the Economic Development Project Manager, will create a project management plan for all the infrastructure work.

## **9. Work of the Economic Development Working Group.**

9.1. *General.* The following subsections set forth roles and responsibilities regarding the Economic Development Working Group, as of the date of the IGA and may change from time to time upon approval of the TAC.

9.2. *Economic Development Project Manager.* The County will lead the Economic Development Working Group. Representatives from the Clackamas County Business and Economic Development department and the Clackamas County Tourism and Cultural Affairs organization will convene the Economic Development Working Group to lead discussions about economic development. In addition the Working Group will review the work of the Infrastructure Working Group.

## **10. Communication Protocols.**

10.1. All publicity and strategic communications for the Legacy Project will be coordinated through the TAC so that the parties can deliver unified direction and messages to outside parties.

10.2. Each party commits to working within Legacy Project channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures. The parties shall consult with each other first, prior to outreach to third parties, at emergency TAC or Partners Group meetings, as necessary.

10.3. The parties commit to attendance at emergency meetings.

## **11. Miscellaneous.**

11.1. *Waiver of Liability.* Each party assumes all risks arising out of such party's participation in the Legacy Project, including with respect to the condition of the Property, and no party shall be liable to another for such risks, except to the extent caused by a party's gross negligence or willful misconduct.

11.2. **Indemnity.** Each party shall hold harmless and indemnify the other parties, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying party's work and actions under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

11.3. **Termination.** A party may terminate this Agreement at any time as to such party with thirty (30) days prior written notice to the other parties, if the terminating party believes, or has reason to believe, that funding sufficient to comply with this Agreement will not be made available to the terminating party by the terminating party's governing body. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11.4. **Laws of Oregon; Compliance with Laws.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All activities of a party under this Agreement shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any governmental authority, including all applicable provisions of ORS chapters 279A, 279B, and 279C.

11.5. **Maintenance of Records.** The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy, or litigation arising out of or related to this Agreement, the parties shall retain such documents until the conclusion thereof.

11.6. **Relationship of Parties.** Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

11.7. **Preservation of Privileges; Public Records.** The parties acknowledge and agree that a primary purpose of this Agreement is to encourage frank communication and close collaboration among the parties for the maximum benefit of the Legacy Project, preliminary to any final action by the parties' governing bodies. The parties will disclose and transmit information to one another regarding possible direction for the Legacy Project and possible real estate transaction(s) with the Owner or third parties. The parties intend to preserve all rights under Oregon Public Records law, including, without limitation, exemptions related to internal advisory communications under ORS 192.502(1) and related to sharing of information regarding a potential real property negotiation under ORS 192.502(9)(a), the disclosure of which is restricted under ORS 192.660(2)(e). The parties intend by this section to protect from disclosure all Legacy Project information exchanged between any parties, or between any party and a

consultant hired by a party for the Legacy Project, to the greatest extent permitted by law, regarding less whether the exchange occurred before execution of this Agreement and regardless of whether the writing or the document is marked “Confidential.”

11.8. ***No Third-Party Beneficiary.*** This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11.9. ***Assignment.*** No party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other parties.

11.10. ***Entire Agreement; Prior Agreements.*** This Agreement constitutes the entire agreement among the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. To the extent this Agreement contradicts the MOU, this Agreement governs.

11.11. ***Modification; Waiver.*** No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any party unless in writing and signed by the Parties. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by a party of that or any other provision.

11.12. ***Authority.*** The representatives signing on behalf of the parties certify they are duly authorized by the party for whom they sign to make this Agreement.

11.13. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

*[Remainder of page blank; signatures on next page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

METRO

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CLACKAMAS COUNTY

STATE OF OREGON, through its Parks  
and Recreation Department

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

- Exhibit A: Legacy Project Budget
- Exhibit B: Partners Group
- Exhibit C: Org. Chart
- Exhibit D: Staffing Commitments

Exhibit B

**Partners Group**

State

State Senator  
State Representative  
Regional Solutions  
Oregon State Parks

Metro

Metro Council President  
Metro Councilor  
Metro Chief Operating Officer

Clackamas County

County Commissioner  
County Commissioner  
County Administrator

Oregon City

Mayor  
City Commissioner  
City Manager