



City of Oregon City

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

Meeting Agenda City Commission

Dan Holladay, Mayor
Brian Shaw, Commission President
Nancy Ide, Frank O'Donnell, Renate Mengelberg

Wednesday, July 19, 2017

7:00 PM

Commission Chambers

6:30 p.m. - EXECUTIVE SESSION OF THE CITY COMMISSION

Executive Session will be held in the Clackamas River Conference room at City Hall.

Pursuant to ORS 192.660(2)(a): To consider the employment of a public officer, employee, staff member or individual agent.

7:00 p.m. - REGULAR MEETING OF THE CITY COMMISSION

1. Convene Regular Meeting and Roll Call

2. Flag Salute

3. Ceremonies, Proclamations

3a. [17-414](#) Homeless Liaison Program

Sponsors: Police Chief and Public Safety Director James Band

Attachments: [Staff Report](#)

[PowerPoint Presentation](#)

3b. [17-420](#) 2018 Regional Transportation Plan

Sponsors: Public Works Director John Lewis

4. Citizen Comments

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments, but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. Adoption of the Agenda

6. Public Hearings

7. General Business

7a. [PC 17-079](#) Second Reading of Ordinance No. 17-1008, Annexation of 0.92 Acres at

19763 S. Parrish Road (Planning File AN-16-0002)

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[Ordinance No. 17-1008](#)

[Exhibit A. Legal Description and Map](#)

[Exhibit B. Proposed Findings, Reasons for Decision and Conclusions](#)

- 7b. [17-416](#) Contract with Tyler Technologies, Inc. for Enterprise Resource Planning (ERP) Software and Implementation

Sponsors: Finance Director Wyatt Parno

Attachments: [Staff Report](#)

[Contract](#)

[Ranking of Proposals](#)

[Grading Sheet](#)

[Request for Proposals](#)

[Presentation](#)

8. Consent Agenda

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

- 8a. [17-393](#) Resolution No. 17-20, Revocable Right-of-Way (ROW) Obstruction at 719 Molalla Avenue

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Resolution No. 17-20](#)

[ROW Permit RW-17-0064 \(Pending\)](#)

[Area Site Map](#)

[Site Plan](#)

[Release And Indemnity](#)

- 8b. [17-415](#) Personal Services Agreement with Cogan Owens Green for Consulting Services for Equitable Housing

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[Personal Services Agreement](#)

[Exhibit A. Statement of Work](#)

[Exhibit B. Standard Conditions](#)

- 8c. [17-408](#) First Amendment to Agreement with Clackamas County for the Community Development Block Grant Program

Sponsors: City Recorder Kattie Riggs

Attachments: [Staff Report](#)

[Amendment #1](#)

[Original IGA of 1993](#)

- 8d. [17-395](#) Emergency Towing Service Agreement with Bud's Towing Inc.

Sponsors: Police Chief and Public Safety Director James Band

Attachments: [Staff Report](#)

[Agreement](#)

[City's Specifications and Policy for Emergency Towing](#)

[Public Notice Provided](#)

[Bud's Towing Bid Proposal](#)

- 8e. [PUB 17-009](#) Restrictive Covenant Non-Remonstrance Agreement for the 2-Lot Partition at 13834 Lazy Creek Lane

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Non Remonstrance Agreement](#)

[Area Map](#)

- 8f. [PUB 17-010](#) Restrictive Covenant Non-Remonstrance Agreement for the 5-Lot Subdivision at 13918 Lazy Creek Lane

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Non Remonstrance Agreement](#)

[Area Map](#)

- 8g. [17-404](#) OLCC: Liquor License Application- On-Premises Sales, Change in Ownership, Applying as a Limited Liability Company, SecondGen LLC (DAB Jimmy O's), 1678 Beaver Creek Road, Suite R, Oregon City, OR 97045

Sponsors: Police Chief and Public Safety Director James Band

Attachments: [Staff Report](#)

[Liquor License Application](#)

- 8h. [17-417](#) Minutes of the January 20-21, 2017 Commission Retreat

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 01/20/2017 - 01/21/2017](#)

9. Communications

a. City Manager

b. Commission

c. Mayor

10. Adjournment

Citizen Comments: The following guidelines are given for citizens presenting information or raising issues relevant to the City but not listed on the agenda.

**Complete a Comment Card prior to the meeting and submit it to the City Recorder.*

**When the Mayor calls your name, proceed to the speaker table and state your name and city of residence into the microphone.*

**Each speaker is given 3 minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.*

**As a general practice, the City Commission does not engage in discussion with those making comments.*

**Electronic presentations are permitted, but shall be delivered to the City Recorder 48 hours in advance of the meeting.*

Agenda Posted at City Hall, Pioneer Community Center, Library, City Web site.

Video Streaming & Broadcasts: The meeting is streamed live on Internet on the Oregon City's Web site at www.orcity.org and available on demand following the meeting. The meeting can be viewed live on Willamette Falls Television on channels 23 and 28 for Oregon City area residents. The meetings are also rebroadcast on WFMC. Please contact WFMC at 503-650-0275 for a programming schedule.

City Hall is wheelchair accessible with entry ramps and handicapped parking located on the east side of the building. Hearing devices may be requested from the City Recorder prior to the meeting. Disabled 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.



City of Oregon City

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

Staff Report

File Number: 17-414

Agenda Date: 7/19/2017

Status: Agenda Ready

To: City Commission

Agenda #: 3a.

From: Police Chief and Public Safety Director James Band

File Type: Presentation

SUBJECT:

Homeless Liaison Program

RECOMMENDED ACTION (Motion):

This is just a presentation.

BACKGROUND:

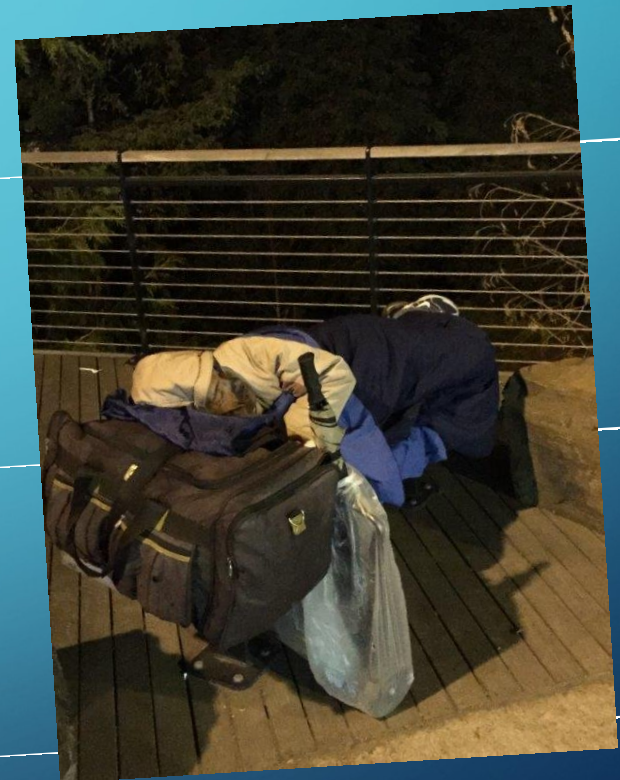
Homelessness is a critical issue impacting multiple sectors of our community. The City Commission approved a new police officer position to serve as a full-time Homeless Liaison Officer (HLO). The HLO is designed to be the initial point of contact with both chronic homeless and chronic inebriates living on the streets. The ultimate goal is to improve the livability of everyone in the Oregon City Community. The HLO seeks out and engages chronically homeless persons and, for those who are willing, attempts to provide them with resources and to help find them housing linked with appropriate services. Officer Michael Day, the City's first HLO will give the Commission a short presentation on homelessness and his plans for the future of the position.



OREGON CITY POLICE DEPARTMENT'S HOMELESS LIAISON OFFICER

OFFICER MIKE DAY

HLO - HISTORY



HLO - HISTORY

- Homelessness is a critical issue impacting multiple sectors of our community.
- The Police Department, Code Enforcement, and the Parks Department were receiving a large number of complaints from citizens and business owners regarding homeless individuals committing crimes – specifically crimes against public order
- Because of this, the Oregon City Police Department assigned a sworn officer as a Homeless Liaison Officer (HLO). Officer Mike Day was selected as our department's first HLO and started on July 1, 2017.



HLO - MISSION



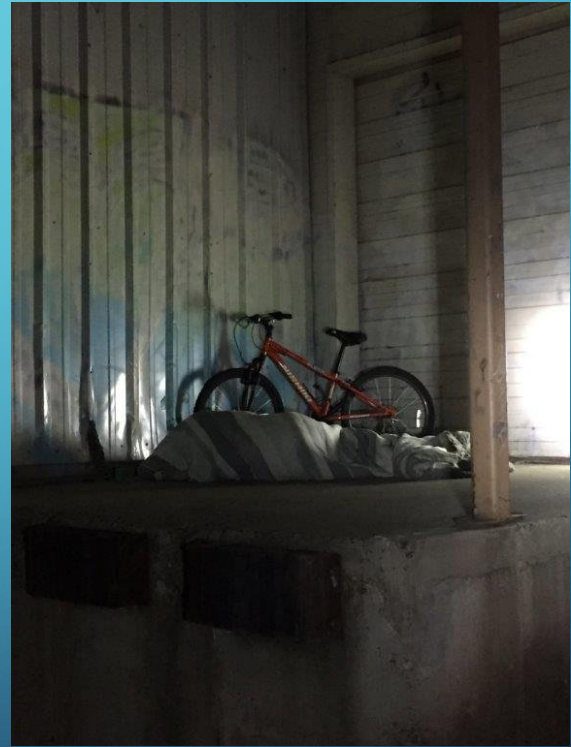
HLO - MISSION

The mission of the HLO is to engage stakeholders in a community-based process that works to:

- End homelessness for all individuals and families throughout Oregon City
- Address the underlying causes of homelessness
- Lessen the negative impact of homelessness on individuals, families and the community

o

HLO - STAKEHOLDERS



o

HLO - STAKEHOLDERS

- The HLO will work with Oregon City residents, homeowners, and business owners to help address livability issues.
- The HLO will work with the community using community resources and partners to provide outreach with homeless individuals and homeless families throughout Oregon City.



HLO - APPROACH



HLO - APPROACH

- The HLO is designed to be the initial point of contact with chronic homeless individuals living on the streets and members of our community. The HLO seeks out and engages chronically homeless persons and, for those who are willing, attempts to provide them with resources and to help find them housing linked with appropriate services
- The HLO will work to assess the homeless person's problems, and identify how to help them from a range of solutions. Whether their homelessness has been caused by loss of income, psychological problems, substance abuse, lack of job training, or other problems, multiple options can be available to assist each person. This approach not only provides short-term answers but also develops permanent solutions.



HLO - OUTREACH



o

HLO – FUTURE/INNOVATION



o

HLO

- Questions?
- <https://www.orcity.org/police/homeless-liaison-officer>
- Contact: Officer Mike Day mday@orcitey.org



City of Oregon City

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

Staff Report

File Number: 17-420

Agenda Date: 7/19/2017

Status: Agenda Ready

To: City Commission

Agenda #: 3b.

From: Public Works Director John Lewis

File Type: Presentation

SUBJECT:

2018 Regional Transportation Plan



City of Oregon City

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

Staff Report

File Number: PC 17-079

Agenda Date: 7/19/2017

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Community Development Director Laura Terway

File Type: Planning Item

SUBJECT:

Second Reading of Ordinance No. 17-1008, Annexation of 0.92 Acres at 19763 S. Parrish Road (Planning File AN-16-0002)

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission approve the second reading of Ordinance No. 17-1008 (Planning File AN-16-0002).

BACKGROUND:

The City Commission approved the first reading of Ordinance No. 17-1008 on July 5, 2017 (approving Planning File AN-16-0002).

The City received a request for annexation of a 0.92 acre property into the city limits of Oregon City in order to receive city services. The property is required to annex as a result of a septic system failure and has already connected to the city sewer system. No re-zoning of the property is proposed at this time.

Pursuant to the city's Comprehensive Plan policy 14.4.4 to expedite the annexation process for properties that are required to annex as a condition of connecting to city sewer, this application does not require a recommendation from the Planning Commission.

The staff report details compliance of the proposal with the City's annexation code and policies.

ORDINANCE NO. 17-1008

AN ORDINANCE OF THE CITY OF OREGON CITY APPROVING ANNEXATION PROPOSAL NO. AN-16-0002 AND APPROVING THE ANNEXATION OF CERTAIN PROPERTY LOCATED AT 19763 SOUTH PARRISH ROAD TO THE CITY OF OREGON CITY

WHEREAS, the owner of certain real property adjacent to the City of Oregon City, Betty Savage, proposed in Annexation Proposal No. AN-16-0002 that their 0.92 acre property located at 19768 S. Parrish Road, Clackamas County map 3S-1E-12DC tax lot 5600, more fully identified in Exhibit 'A' to this Ordinance, be annexed to the City; and

WHEREAS, the City finds that the proposal complies with all applicable legal requirements, as detailed in the findings attached hereto and made a part of this ordinance as Exhibit 'B'; and

WHEREAS, Senate Bill 1573, adopted in 2016, requires annexation of territory without a vote by the people, notwithstanding city charter and regulations to the contrary, and the City finds that the annexed area is within the urban growth boundary, will be subject to an acknowledged comprehensive plan, is contiguous to the city limits and conforms with all other city requirements; and

WHEREAS, the City finds that applicant's proposal does not include rezoning the property at this time, and that any such proposal shall be reviewed through a separate application consistent with OCMC 17.06.030 Zoning of Annexed Areas, the Oregon City Transportation System Plan, and the Statewide Transportation Planning Rule to support such rezoning; and

WHEREAS, the identified property is currently in Clackamas Fire District # 1 (CFD#1); and CFD#1 will continue to provide fire protection service to the identified property when annexed; and

WHEREAS, the identified property is currently within the Clackamas County Service District for Enhanced Law Enforcement; and the Oregon City Police Department will be responsible for police services to the identified property when annexed; and

WHEREAS, the identified property is currently within Clackamas River Water (CRW) District service area; and will remain within CRW upon annexation of the property; and

WHEREAS, the identified property is not currently within the Tri-City Service District and must petition for annexation into said District with the concurrence of the City; and

WHEREAS, the City Commission concurs that the Tri-City Service District can annex the identified properties into their sewer district.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. That the area further identified in the legal description attached hereto as Exhibit "A", is hereby annexed to and made a part of the City of Oregon City.

Section 2. That the territory identified in Exhibit "A" shall hereby remain within Clackamas County Fire District # 1.

Section 3. That the territory identified in Exhibit "A" is hereby withdrawn from Clackamas County Service District for Enhanced Law Enforcement, and henceforth, the Oregon City Police Department will be responsible for police services to the identified property.

Section 4. That the territory identified in Exhibit "A" will remain within Clackamas River Water District.

Section 5. The City hereby concurs with and approves the annexing of the territory identified in Exhibit "A" into the Tri-City Service District by the Clackamas County Board of Commissioners, to the extent allowed by law.

Section 7. That the effective date for this annexation is the date this ordinance is submitted to the Secretary of State, as provided in ORS 222.180.

Read for the first time at a regular meeting of the City Commission held on the 5th day of July, 2017, and the City Commission finally enacted the foregoing ordinance this 19th day of July, 2017.

DAN HOLLADAY, Mayor

Attested to this 19th day of July 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

ATTACHMENTS:

Exhibit A – Map and Legal Description of Proposed Annexation

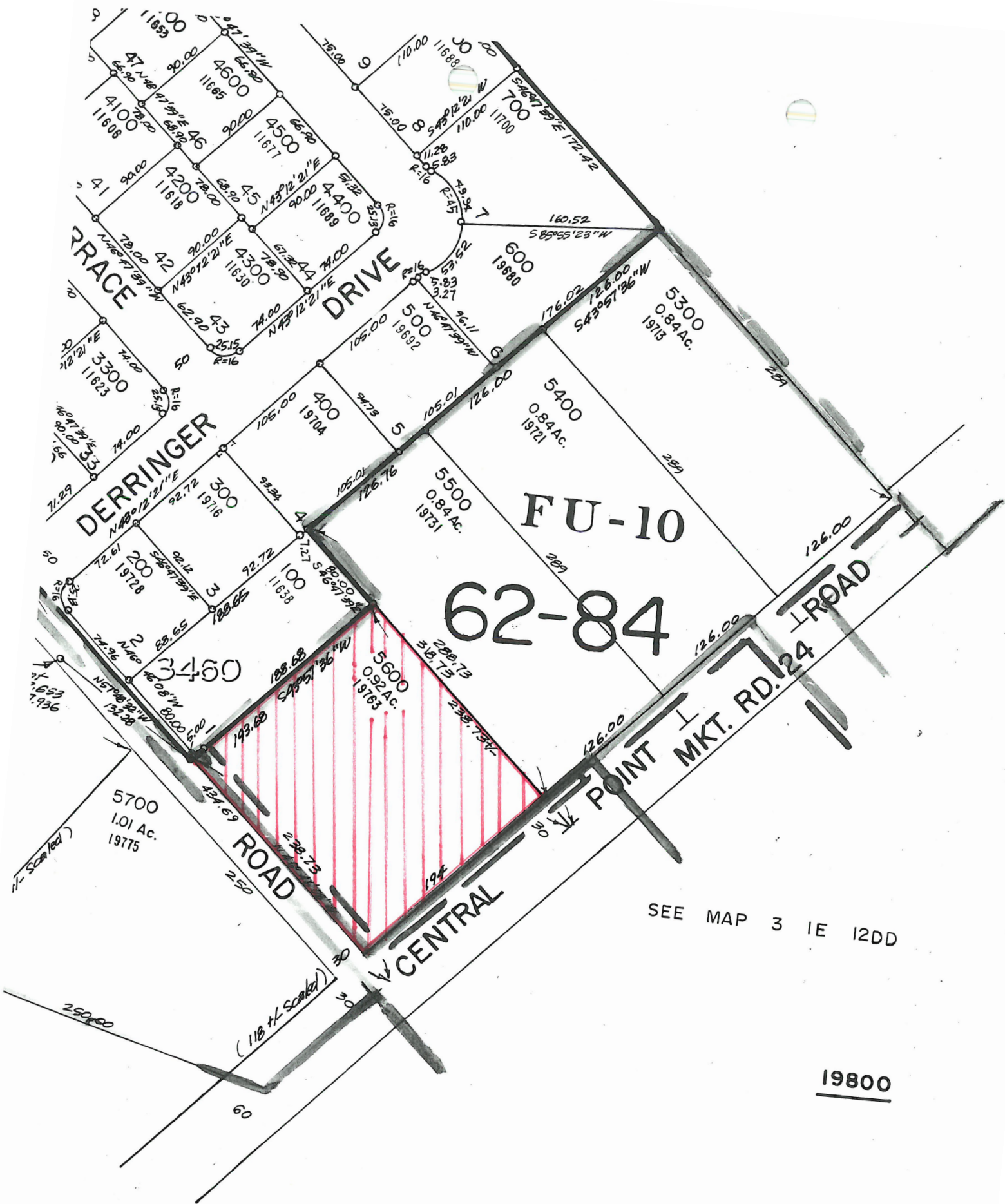
Exhibit B – Proposed Findings, Reasons for Decision and Conclusions

CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I hereby certify that the description of the property included within the attached petition (located on Assessor's Map 3S 1E 12DC 5600) has been checked by me and it is a true and exact description of the property under consideration, and the description corresponds to the attached map indicating the property under consideration.



NAME Mary Neigel
TITLE Cartographer II
DEPARTMENT Assessment + Tax
COUNTY OF Clackamas
DATE 06.09.16



3 IE 12DC
BOOK 27



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

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

Exhibit "A"
Document No. 2008-054323
Legal Description

A Tract of land being a portion of that Tract of land described in Deed Document No. 2008-054323, Deed records of Clackamas County, surveyed as shown in Survey No. 28159, Survey records of Clackamas County, located in the Southeast one-quarter of Section 12, Township 3 South, Range 1 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the most Northerly corner of Deed Document No. 2008-054323, Deed records of Clackamas County, marked by a 5/8 inch iron rod with a yellow plastic cap scribed "Love PLS 747"; thence along the Northeasterly line thereof, S48°15'28"E, 208.86 feet to a 5/8 inch iron rod with a yellow plastic cap scribed "Love PLS 747", said iron being set on the Northwesterly right of way line of Central Point Road, being 30.00 feet Northwesterly of centerline when measured at right angles; thence Northwesterly of, parallel with, and 30.00 feet distant from said centerline, S42°30'00"W, 193.87 feet to a 5/8 inch iron rod with a yellow plastic cap scribed "Love PLS 747", said iron set on the Northeasterly right of way line of S. Parrish Road, being 15.00 feet Northeasterly of centerline when measured at right angles; thence Northeasterly of, parallel with, and 15.00 feet distant from said centerline, N48°13'32"W, 208.99 feet to a 5/8 inch iron rod with a yellow plastic cap scribed "Love PLS 747", said iron set at the most Westerly corner of said Document No. 2008-054323; thence along the North line of said Document No. 2008-054323, N43°32'19"E, 193.76 feet to the **POINT OF BEGINNING**.

Contains 49,489 Square feet.

SIGNED ON: 3-18-2016

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

VALID THROUGH DECEMBER 31, 2017

POINT OF
BEGINNING
MOST NORTHERLY
CORNER OF DOCUMENT
NO. 2008-054323

LEGEND:

○ FOUND 5/8" IRON ROD W/ YELLOW PLASTIC
CAP MARKED "LOVE PLS 747"
FROM SURVEY AS NOTED

SN = SURVEY NO.

DOCUMENT NO.
2002-118024

BOOK 683
PAGE 235

DOCUMENT NO.
2008-054323

SN 27442

SN 28159

SN 28159

SIGNED ON: 3-18-2016

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

RENEWES: DECEMBER 31, 2017

CLIENT: **BLAZER**
ORIG. DATE: **3/16/2016**
DRAWN BY: **MPW**
SHEET No. **1 OF 1**

EXHIBIT "B"
19763 S. PARRISH ROAD
CLACKAMAS COUNTY/OREGON
SCALE: 1"=50'


CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189



PROPOSED FINDINGS, REASONS FOR DECISION AND CONCLUSIONS

FILE NO: AN-16-0002

APPLICATION TYPE: Annexation (Sewer Connection)

CITY COMMISSION

HEARING DATE: July 5, 2017, 7:00 p.m., City Hall
615 Center Street
Oregon City, OR 97045

REPRESENTATIVE: Rick Lesniak
518 4th St, Lake Oswego, OR 97034

OWNER: Betty Savage
P.O. Box 425, Wilsonville, OR 97070

REQUEST: The applicant is requesting approval of an emergency annexation of one 0.92 acre property due to a certified failing septic system. The property will retain its existing FU-10 zoning.

LOCATION: The subject site is located at 19763 S. Parrish Rd and identified as Clackamas County Map 3-1E-12DC, Tax Lot 5600.

REVIEWER: Pete Walter, AICP, Associate Planner
Development Services Division

RECOMMENDATION: Evaluate Annexation against Factors, and Adopt the Staff Report and Proposed Findings, Reasons for Decision, and Recommendations.

PROCESS: Pursuant to OCMC Chapter 14.04. *City Boundary Changes and Extension of Services*, the procedure for review of annexations is governed by State Law and Oregon City Code Chapter 14.04. The procedure for a zone change is set forth in Oregon City Code Chapter 17.50.

The public hearing process is governed by OCMC 14.04 and 17.50.

The applicant and all documents submitted by or on behalf of the applicant are available for inspection at no cost at the Oregon City Planning Division, 221 Molalla Avenue, Oregon City, Oregon 97045, from 8:30am to 3:30pm Monday thru Friday. The staff report, with all the applicable approval criteria, will also be available for inspection 7 days prior to the hearing. Copies of these materials may be obtained for a reasonable cost in advance. The



annexation was initiated as a result of a public health hazard and as a result, City policy is to forward these annexations directly to the City Commission without a Planning Commission recommendation. Therefore, the City Commission will open the record and consider testimony to determine whether the application has or has not complied with the factors set forth in section 14.04.060 and 17.68.020 of the Oregon City Municipal Code. The City Commission decision is appealable to LUBA within 21 days of issuance of the Notice of Decision.

PROPOSAL NO. AN-16-0002 - CITY OF OREGON CITY - Annexation

Property Owners / Voters: Betty Savage

Applicant(s): Same as Owner

Proposal No. AN-16-0002 is a single tax lot annexation initiated by consent petition of 100% of the property owners and registered voters. Due to the nature of the emergency septic failure, this annexation proposal bypassed the Planning Commission as in the past emergency sewer connection requests. The petition meets the requirement for initiation set forth in ORS 222.170 and Metro Code 3.09.040(a).

The City's policy is to expedite the processing of such annexations by forwarding a recommendation directly to the City Commission without a Planning Commission recommendation. This is consistent with Comprehensive Plan Policy 14.4.4:

14.4.4

Expedite the annexation of property as provided by state law in order to provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system.

REASON FOR ANNEXATION

In order to address the emergency, the property has already connected to the City sewer system, on the condition that the owner subsequently petition for annexation to the City.

In this situation the septic system failure was due to a collapsed septic tank and the lack of space for an updated drain (leach) field. City water and sewer services were available close to the property and the owner desired to make the needed connections.

The territory to be annexed is located at the southern edge of City at the corner of Parrish Road and Central Point Road as shown in Exhibit 1. The territory in Proposal No. AN-16-0002 contains approximately 0.92 acres, has one single-family residence with a population of 2, and an assessed value of \$208,244.

The property has an Oregon City Comprehensive Plan designation of LR – Low Density Residential. The property is part of the 1979 Urban Growth Boundary and is not within a concept plan area. The applicant wishes to retain the current FU-10 zoning, requiring 10 acre minimum lots, which will serve to preclude any further development or land divisions on the subject property in advance of seeking a zone change. Any request for rezoning in the future must comply with the applicable provisions of OCMC Chapter 17.68 - Zoning Changes and Amendments. Though the Oregon City Municipal Code requires application of a City zoning designation upon annexation, a zone change may only be initiated with a zone change application which is accompanied by a transportation analysis to demonstrate

compliance with applicable regulations, such as the Transportation Planning Rule (TPR). As the applicant is required to initiate annexation due to a failed septic system, staff finds it appropriate in this case to retain the existing Clackamas County zoning designation if the development onsite is limited.

The owner would be able to receive city services, specifically, sanitary sewer, and water connections as well as the full range of administrative and municipal services provided upon annexation to the City. The property is within 300 feet of a city sanitary sewer system and by Oregon Revised Statute, it must be connected to the city sewer service and annexed.

SB 1573

If the City Commission determines that the proposed annexation should be approved, the City Commission is required by the Charter to submit the annexation to the electors of the City. However, the passage of SB 1573 requires that the City annex the territory without submitting the proposal to the electors of the city if:

(a) The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015;

(b) The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city;

(c) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right of way or a body of water; and

(d) The proposal conforms to all other requirements of the city's ordinances.

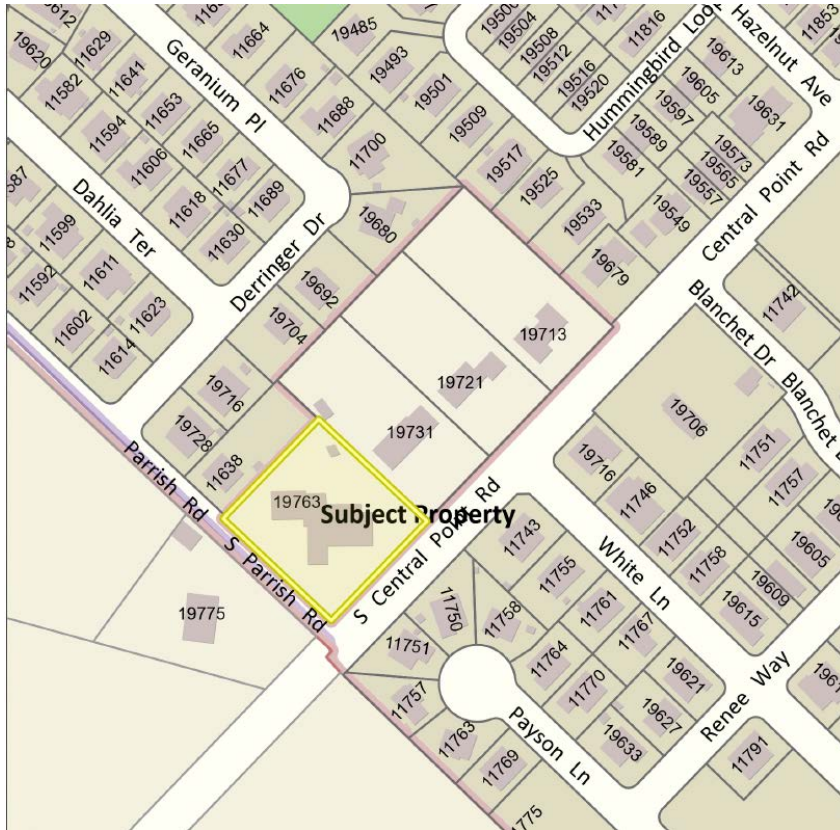
The territory is included within the City's UGB adopted by the City and Metro. The territory has a Comprehensive Plan Designation of Low Density Residential pursuant to the acknowledged Oregon City Comprehensive Plan. The territory is contiguous to the City Limits. As demonstrated within this report, the proposal can meet the City's applicable ordinances.

Thus, the proposal meets items (a) through (d), with the conditions of approval and the City may annex the territory without submitting the proposal to the electors of the city.

LAND USE PLANNING

SITE CHARACTERISTICS

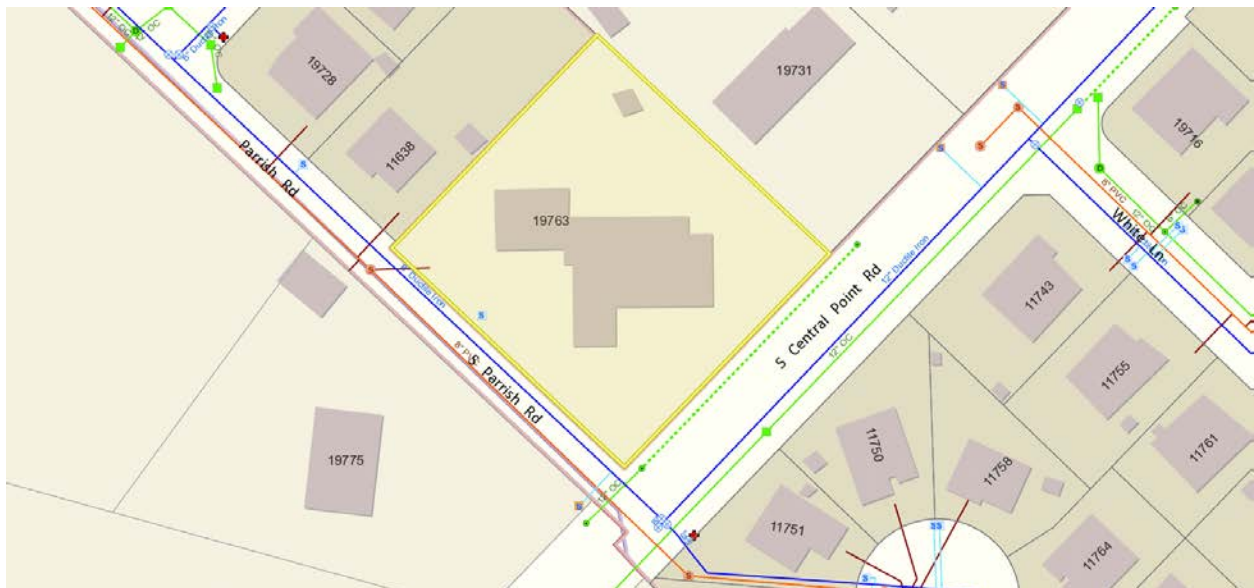
The property is generally level, draining gently to the south. The applicant has connected to the city sewer main system running in S. Parrish Road that passes along the southwest edge of the property with a service line. The site is a residential parcel with a few scattered trees around the existing house and outbuilding. The property is in the South End Drainage Basin.



The property is one of four tax lots on Central Point Road that form an existing county island. Annexation of the property would therefore reduce the size of the unincorporated island. The abutting right-of-way of Central Point Road and Parrish Road are already within the city, and the property is contiguous to the City Limit for 189 feet along its northwestern boundary.

The property was recently improved with a large new home constructed in the middle of the site with building permits issued by Clackamas County. Due to the newness of the

construction and the location of the home, additional land division of the property is not anticipated.



The figure above indicates the location of Oregon City sewer, water and storm water utilities adjacent to the property.

REGIONAL PLANNING

General Information

This territory is inside Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

Metro Boundary Change Criteria

The Legislature has directed Metro to establish criteria that must be used by all cities within the Metro boundary. The Metro Code states that a final decision shall be based on substantial evidence in the record of the hearing and that the written decision must include findings of fact and conclusions from those findings. The Code requires these findings and conclusions to address the following minimum criteria:

1. Consistency with directly applicable provisions in ORS 195 agreements or ORS 195 annexation plans.
2. Consistency with directly applicable provisions of urban planning area agreements between the annexing entity and a necessary party.
3. Consistency with directly applicable standards for boundary changes contained in Comprehensive land use plans and public facility plans.
4. Consistency with directly applicable standards for boundary changes contained in the Regional framework or any functional plans.
5. Whether the proposed boundary change will promote or not interfere with the timely, orderly and economic provision of public facilities and services.
6. Consistency with other applicable criteria for the boundary change in question under state and local law.

Consistency with the County and urban service provider planning agreements along with the timely, orderly and economic provision of public services as required by the Metro Code are discussed in greater detail below.

The Metro Code also contains a second set of 10 factors that are to be considered where: 1) no ORS 195 agreements have been adopted, and 2) a necessary party is contesting the boundary change. Those 10 factors are not applicable at this time to this annexation because no necessary party has contested the proposed annexation.

Metro Regional Framework Plan

The law that requires Metro to adopt criteria for boundary changes and specifically states that those criteria shall include "... compliance with adopted regional urban growth goals and objectives, functional plans ... and the regional framework plan of the district [Metro]." Metro's Growth Management Functional Plan was reviewed and found not to contain any

criteria directly applicable to boundary changes. The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

CLACKAMAS COUNTY PLANNING

The Metro Code states that the Commission's decision on this boundary change should be "... consistent with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans, public facility plans, ..."

The Clackamas County Comprehensive Plan is the currently applicable plan for this area. The plan designation for this site is Low Density Residential (LR) on the County's Oregon City Area Land Use Plan (Map IV-5). The County Zoning on the property is FU-10, Future Urban, and 10-acre minimum lot size. This is a holding zone to prevent the creation of small parcels in areas within the UGB to preserve the capacity of land to fully develop once a full range of urban services is available. Lands located outside areas having sanitary sewer service available were designated Future Urbanizable.

Clackamas County Zoning and Development Ordinance (ZDO) section 314.02 provides that the Future Urban 10-Acre District is applied to those areas designated as Future Urban by Chapter 4 of the Clackamas County Comprehensive Plan.

The *Land Use* section of the Plan, Chapter 4, identifies the territory proposed for annexation as *future urban*, which are defined as:

"Future urban areas are lands within urban growth boundaries but outside immediate urban areas. Future urban areas are planned to be provided with public facilities, but currently lack providers of those facilities. Future urban areas are substantially underdeveloped and will be retained in their current use to ensure future availability for urban needs. Future urban areas are planned for urban uses but zoned for large-lot, limited development."

Urban Growth Management Agreement

The City and the County have an Urban Growth Management Agreement (UGMA), which is a part of their Comprehensive Plans. The territory to be annexed falls within the Urban Growth Management Boundary (UGMB) identified for Oregon City and is subject to the agreement. The County agreed to adopt the City's Comprehensive Plan designations for this area that is Low Density Residential. Consequently, when property is annexed to Oregon City, it may receive a City planning designation by default, which is R-10 single-family dwelling district, provided adequate public facilities can be demonstrated.

Regarding transportation impacts, rezoning must demonstrate compliance with, or be exempted from, the mobility standards of [OCMC 12.04.205 – Mobility Standards](#). The applicant has not applied to rezone the property and does not intend to redevelop the site at higher density. A transportation analysis is not required. Staff recommends that the property maintain its existing County FU-10 zoning, which will serve to preclude any further development or land divisions on the subject property in advance of a zone change.

The UGMA presumes that all the urban lands within the Urban Growth Boundary will ultimately annex to the City. It specifies that the city is responsible for the public facilities plan required by Oregon Administrative Rule Chapter 660, division 11. The Agreement goes on to say:

4. City and County Notice and Coordination

* * *

D. *The CITY shall provide notification to the COUNTY, and an opportunity to participate, review and comment, at least 20 days prior to the first public hearing on all proposed annexations . . .*

* * *

5. City Annexations

A. *CITY may undertake annexations in the manner provided for by law within the UGMB. CITY annexation proposals shall include adjacent road right-of-way to properties proposed for annexation. COUNTY shall not oppose such annexations.*

B. *Upon annexation, CITY shall assume jurisdiction of COUNTY roads and local access roads that are within the area annexed. As a condition of jurisdiction transfer for roads not built to CITY street standards on the date of the final decision on the annexation, COUNTY agrees to pay to CITY a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the then-existing pavement; however, if the width of pavement is less than 20 feet, the sum shall be calculated for an overlay 20 feet wide. The cost of asphaltic concrete overlay to be used in the calculation shall be the average of the most current asphaltic concrete overlay projects performed by each of CITY and COUNTY. Arterial roads will be considered for transfer on a case- by-case basis. Terms of transfer for arterial roads will be negotiated and agreed to by both jurisdictions.*

C. *Public sewer and water shall be provided to lands within the UGMB in the manner provided in the public facility plan . . .*

* * *

The required notice was provided to the County at least 20 days before the City Commission hearing. The agreement requires that adjacent road rights-of-way be included within annexations. The rights-of-way of Parrish Road and Central Point Road are already within the city limits.

The property is currently within the Clackamas River Water District (CRW). The property is hooked up to City water. The City is currently working with CRW on a plan to clarify the City / CRW service boundaries, and will include this property with a large scale withdrawal of multiple properties from CRW. The property will be removed from the Clackamas River Water District at the time that this plan is finalized.

The City provided sewer service to the property in accordance with state requirements to hook up to city sewer and in accordance with the Oregon City Sanitary Sewer Master Plan (SSMP). The property also is currently receiving water service from the City.

OREGON CITY COMPREHENSIVE PLAN

This territory is designated by the Oregon City acknowledged Comprehensive Plan as LR – Low Density Residential. Portions of the City’s Comprehensive Plan have some applicability and these are covered here.

Section 2 of the Oregon City Comprehensive Plan is entitled *Land Use*. Several Goals and Policies in this section are pertinent to proposed annexations.

The *Public Facilities* Section of the Comprehensive Plan contains the following pertinent Goals and Policies.

Goal 11.1: Provision of Public Facilities

Serve the health, safety, education, welfare, and recreational needs of all Oregon City residents through the planning and provision of adequate public facilities.

Policies

Policy 11.1.1 Ensure adequate public funding for the following urban facilities and services, if feasible:

- a. Streets and other roads and paths*
- b. Wastewater collection*
- c. Storm water management services*
- d. Police protection*
- e. Fire protection*
- f. Parks and recreation*
- g. Water distribution*
- h. Planning, zoning and subdivision regulation*

Streets and other roads and paths

Parrish Road and Central Point Road are city-owned and maintained. There are currently no plans to alter or improve the roads abutting the property. The policies that govern city streets and roads are the adopted 2014 Transportation System Plan and Municipal Code Chapter 12.04 - Streets, Sidewalks and Public Places. The City charges a pavement maintenance utility fee (PMUF) for upkeep of road surfaces which will be applied to the property upon annexation.

Wastewater collection

Upon annexation, this one home will start paying the current stormwater utility fee. Therefore, no additional public funds will need to be spent.

Police and Fire Protection

This annexation will immediately add one home to the city's police and fire protection coverage and withdraw the property from Clackamas County Sheriff's Enhanced Law Enforcement District. The Oregon City Police Department indicated the address is serviced by Clackamas County Sheriff's Office. Currently any calls to Clackamas County 9-1-1 (CCOM) are dispatched to a Clackamas County Sheriff's Deputy. However, if it is a priority call and Oregon City officers are available they would respond as they would be able to arrive much quicker than a Clackamas County Sheriff's Deputy. Once annexed, the property will be serviced by Oregon City Police Department (OCPD). OCPD has no conflicts with this annexation.

The property is already within the Clackamas Fire District #1 and will remain in CFD#1 upon annexation.

Water

The property is currently within the Clackamas River Water District (CRW). The property is hooked up to City water. The City is currently working with CRW on a plan to clarify the City / CRW service boundaries, and will include this property with a large scale withdrawal of multiple properties from CRW. The property will be removed from the Clackamas River Water District at the time that this plan is finalized.

Policy 11.1.1 defines what is encompassed within the term "urban facilities and services" as it pertains to annexation. The City's plan is more inclusive in its definition of what services are considered an "urban service" than is the Metro Code. The City's Plan adds fire protection and planning, zoning and subdivision regulation to the list of urban services that are to be considered by the Metro Code. The adequacy of these facilities and services to serve the subject property, containing a single home, is discussed in greater detail below. The Metro Code also includes mass transit in addition to streets and roads.

Policy 11.1.3 Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land use planning goals and regulations. Facilities that serve the general public will be centrally located and accessible, preferably by multiple modes of transportation.

Policy 11.1.4 Support development on underdeveloped or vacant buildable land within the City where urban facilities and services are available or can be provided and where land use compatibility can be found relative to the environment, zoning, and comprehensive plan goals.

Policy 11.1.5 Design the extension or improvement of any major urban facility and service to an area to complement other urban facilities and services at uniform levels.

Policies 11.1.3 and 11.1.4 encourage development on sites within the City where urban facilities and services are either already available or can be provided. This policy implies that lands that cannot be provided urban services should not be annexed. The City has capacity to provide urban services to this existing home.

Policy 11.1.5 requires that the installation of a major urban facility or service should be coordinated with the provision of other urban facilities or services. No major urban facility or service is required here; rather, it requires normal extension of sanitary sewer from the existing sewer main abutting the site in S. Parrish Road.

The owner has not proposed to further divide the existing parcel at this time.

Read together, these policies suggest that when annexing lands, the City should consider whether a full range of urban facilities or services are available or can be made available to serve the territory to be annexed. Oregon City has implemented these policies with its Code provisions on processing annexations, which requires the City to consider adequacy of access and adequacy and availability of public facilities and services. Overall, it appears that the city can provide urban service capacity to this one home.

Goal 11.2: Wastewater

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's wastewater collection system while protecting the environment and meeting state and federal standards for sanitary sewer systems.

Policies

Policy 11.2.2 Plan, operate and maintain the wastewater collection system for all current and anticipated city residents within the existing urban growth boundary. Strategically plan for future expansion areas.

Since all new development on annexed land is required to connect to the sanitary sewer system, this policy suggests that a measure of the adequacy of the sanitary system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The city's sanitary sewer is available to this property.

Policy 11.2.3 Work with Tri-City Service District to provide enough capacity in its collection system to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage to surface waters.

The Tri-City Service District was provided notice of this annexation. The District responded that it has adequate capacity to serve the annexation. The District provides sewer collection to the Cities of West Linn, Oregon City and Gladstone. The property owner must initiate the Tri-City Service District annexation after annexation to the City and has included an acknowledgement of this requirement in their petition. The City Commission should concur with Tri-City Service District's annexation of the subject property in the enacting ordinance upon voter approval of the annexation.

Goal 11.3: Water Distribution

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's water distribution system while protecting the environment and meeting state and federal standards for potable water systems.

Policies

Policy 11.3.1 Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing urban growth boundary and strategically plan for future expansion areas.

Since new development on annexed lands may connect to the city water distribution system, this policy suggests that a measure of the adequacy of the water distribution system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The subject property is zoned FU-10, imposing a 10 acre minimum lot size, which will serve to preclude any further land divisions until the land is rezoned to a City zoning designation.

The property is currently within the Clackamas River Water District (CRW). The property is hooked up to City water. The City is currently working with CRW on a plan to clarify the City / CRW service boundaries, and will include this property with a large scale withdrawal of multiple properties from CRW. The property will be removed from the Clackamas River Water District at the time that this plan is finalized.

Goal 11.4: Stormwater Management

Seek the most efficient and economical means available for constructing, operating, and maintaining the City's stormwater management system while protecting the environment and meeting regional, state, and federal standards for protection and restoration of water resources and fish and wildlife habitat.

Policies

Policy 11.4.1 Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing urban growth boundary and strategically plan for future expansion areas.

Policy 11.4.4 Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.

Since new development on annexed lands may connect to the city stormwater management system, this policy suggests that a measure of the adequacy of the stormwater management system should be whether the city (or the county stormwater management system in the event that drainage goes to the county) could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. New development may also have opportunities to provide further protection to preserve water quality. This annexation will not result in any changes to the stormwater drainage. No future development would be allowed under the existing FU-10 zoning designation. Improvement

of the existing storm water connections leading to would be in conformance with city stormwater design standards.

Goal 11.9: Fire Protection

Maintain a high level of fire suppression and emergency medical services capacity.

Policies

Policy 11.9.1 Ensure that all areas, including newly annexed areas, receive fire protection and emergency medical services.

The property is already within Clackamas County Fire District #1. Fire protection and emergency services will be unaffected by this proposal. The annexation was transmitted to Clackamas County Sheriff's Department and Oregon City Police Department for comment. OCPD already responds to priority County emergency calls for the unincorporated area in this location. Clackamas County Sheriff's Department was contacted and had no conflicts with the annexation. Upon annexation the area would be removed from the Clackamas County Sheriff's Enhanced Law Enforcement District. OCPD does not anticipate any police service problems due to the annexation of this one home.

The final section of this staff report addresses each urban service to determine whether the services are currently available or can be made available at an adequate level to serve the potential development of the property under the current planning designation and zoning that implements it.

Section 14 of the Plan is entitled *Urbanization*. Several policies in this section are pertinent to proposed annexations. The following excerpts expand on the City's annexation philosophy and requirements.

The City is required to refer all proposed annexations to the voters. Rather than having voter approval of individual property owners' requests to annex, the City should prepare and implement an annexation plan and program. The City could then annex large blocks of properties (with voter approval) at one time, rather than in a piecemeal fashion. Annexation would be tied more directly to the City's ability to provide services efficiently, maintain regular city boundaries, and help the city meet Metro targets for housing and employment. The zoning of the property should be decided at the time the Planning Commission and City Commission review and approve the annexation request.

Applications for annexation, whether initiated by the City or by individuals, are based on specific criteria contained in the City's municipal code. Metro and state regulations promote the timely and orderly provision of urban services, with which inappropriate annexations can conflict. Therefore, an annexation plan that identifies where and when areas might be considered for annexation can control the expansion of the city limits and services to help avoid those conflicts and provide predictability for residents and developers. Other considerations are consistency with the provisions of this comprehensive plan and the City's public facility plans, with any plans and agreements of urban service providers, and with regional annexation criteria.

The City has not completed an annexation plan and program for this area. This annexation is still sufficiently tied directly to the City's ability to provide services efficiently with the logical extension of physical utility lines as it is adjacent to several city subdivisions, that have utilities and street improvements. The proposal does not include a zone change and as such, conditions will be placed on the annexation limiting development until a zone change to a City designation occurs.

The following Plan annexation policies are approval criteria for annexations under Criteria 3 of the Metro Code.

Goal 14.4: Annexation of Lands to the City

Annex lands to the city through a process that considers the effects on public services and the benefits to the city as a whole and ensures that development within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter.

The city annexation process is set out in Chapter 14 of the Municipal Code. By requiring compliance with that code, the Metro code, and the statewide planning rules, the city is identifying the effects the full build-out of these annexed properties will have on public services and any benefits to the city as a whole.

Policy 14.4.1 *In order to promote compact urban form to support efficient delivery of public services, lands to be annexed must be within the City's Urban Growth Boundary, and must be contiguous to the existing City limits. Long linear extensions, such as cherry stems and flag lots, shall not be considered contiguous to City limits.*

The proposed property is contiguous to the city limits along the side and rear property line for approximately 340 feet. No long linear extensions are proposed. The annexation would not create any islands.

Policy 14.4.2 *Concept Plans and Sub-area Master Plans for unincorporated areas within the Urban Growth Boundary shall include an assessment of the fiscal impacts of providing public services to the area upon annexation, including the costs and benefits to the city as a whole.*

This property is part of the 1979 Urban Growth Boundary and was previously part of the city's existing Comprehensive Plan with a Low Density Residential land use designation. There is no concept plan requirement. The property has been included in all of the City's adopted public facilities master plans for sewer, water, stormwater and transportation.

Policy 14.4.3 *When an annexation is requested, the Commission may require that parcels adjacent to the proposed annexation be included to:*

- a) avoid creating unincorporated islands within the city;*
- b) enable public services to be efficiently and cost-effectively extended to the entire area;*
- or*
- c) implement a Concept Plan or Sub-area Master Plan that has been approved by the Commission.*

This proposed annexation does not create an unincorporated island within the city. The annexation would reduce the size of an existing island. There is no development proposed at this time, and future development is limited as the property has proposed to retain the exiting Clackamas County zoning designation. No additional parcels are anticipated to be annexed to enable more efficient public services at this time.

Policy 14.4.4 The City may, as provided by state law, provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system; the Commission may expedite the annexation of the subject property into the city, subject to any voter approvals of annexations.

A public health hazard existed by nature of the failing septic system. The property owner has already connected the property to the City sewer system and obtained the proper city and county permits to complete the extension of the sewer line to the property.

LAND USE

Section 2, of the City's Comprehensive Plan identifies land use types. This application has one residential land use type:

1. *Low Density Residential [LR]: Areas in the LR category are primarily for single-family detached homes.*

The City/County urban growth management agreement specifies that the County's acknowledged Comprehensive Plan and implementing regulations shall apply until annexation and the City adopts subsequent plan amendments. The Oregon City Code requires the City Planning Department to review the final zoning designation within sixty days of annexation, utilizing the chart below and some guidelines laid out in Section 17.06.030.

CITY LAND USE CLASSIFICATION

<u>Residential Type</u>	<u>City Zone</u>
Low-density residential	R-10, R-8, R-6
Medium-density residential	R-3.5, R-5
High-density residential	R-2

That section goes on to say:

"In cases where only a single city zoning designation corresponds to the comprehensive plan designation . . . Section 17.68.025 shall control."

Section 17.68.025, Zoning changes for land annexed into the city, says:

"Notwithstanding any other section of this chapter, when property is annexed into the city from the city/county dual interest area with any of the following comprehensive plan

designations, the property shall be zoned upon annexation to the corresponding city zoning designations as follows:"

<u>Plan Designation</u>	<u>Zone</u>
Low-density residential	R-10
Medium-density residential	R-3.5
High-density residential	R-2

Although the subject property is designated Low-density residential on the City's Comprehensive Plan, this proposal does not include a request to rezone the land to R-10. As noted above, no further development or land division may occur until the land is rezoned to a City zoning designation.

The City's Code contains provisions on annexation processing. Section 6 of Chapter 14 requires the City Commission "to consider the following factors, as relevant":

1. Adequacy of access to the site;

Finding: The site access is discussed below in the Facilities and Services section. The site has direct access onto S. Parrish Road and the existing access is adequate.

2. Conformity of the proposal with the City's Comprehensive Plan;

Finding: As demonstrated in this section of the staff report, the City's Comprehensive Plan is satisfied.

3. Adequacy and availability of public facilities and services to service potential development;

Finding: The Facilities and Services discussion of this report demonstrates that public facilities and services are available and are adequate to serve any potential development that could occur under the existing low density plan designation, though none is proposed.

4. Compliance with applicable sections of Oregon Revised Statutes Chapter 222, and Metro Code 3.09;

Finding: The only applicable criterion in ORS 222 is that annexed lands be contiguous to the City. The site is contiguous at its border with city property for about 340 feet along the property boundary. The Metro Code criteria are set out on page 2 of this report. This report considers each factor and the Conclusions and Reasons in the Findings and Reasons demonstrate that these criteria are satisfied.

5. Natural hazards identified by the City, such as wetlands, floodplains, and steep slopes;

Finding: No natural hazards are identified on the property.

6. Any significant adverse effects on specially designated open space, scenic historic or natural resource areas by urbanization of the subject property at the time of annexation;

Finding: No adverse effects on the identified resources are apparent. There are no overlay districts which affect the property. The property is in the South End drainage basin according to the Drainage Master Plan.

7. *Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of annexation.*

Finding: No significant adverse effects have been identified by any necessary party.

The Commission interprets the “community” as including the City of Oregon City and the lands within its urban service area. The City will obtain a small increase in property tax revenues from adding additional assessed value to its tax roll as a result of annexing the territory. The City will also obtain land use jurisdiction over the territory. Finally it will have service responsibilities including fire, police, and general administration. The City already occasionally delivers police service to the unincorporated area in the course of patrolling to deliver service to the incorporated area. The increases in service responsibilities to the area that result from the annexation are insignificant.

If annexed, the property owner could apply to the City for land use permits after the zone is changed. Any impacts on the community that result from approval of development permits are a direct consequence of the permit approval, not of the annexation. Before any urban development can occur, the territory must also be annexed to the Tri-City Service District. The City Commission must concur with Tri-City Service District’s annexation of the subject property in the enacting ordinance upon voter approval of the city annexation.

Section 8 of the Ordinance states that:

“The City Commission shall only set for an election annexations consistent with a positive balance of the factors set forth in Section 6 of this ordinance. The City Commission shall make findings in support of its decision to schedule an annexation for an election.”

FACILITIES AND SERVICES

ORS 195 Agreements. ORS 195 requires agreements among providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit.

Sanitary Sewers. The City of Oregon City provides sanitary sewer service from the 8” PVC sewer line in S. Parrish Rd. Sanitary sewer to service this site comes from an existing 4 inch PVC sanitary sewer lateral stubbed to the subject property from the sewer manhole in Parrish Road. The existing manhole is approximately 18.5 feet deep therefore the stubbed 4 inch lateral should be deep enough to allow the subject property to flow by gravity to the sanitary sewer system.

The Tri-City Service District provides sewage transmission and treatment services to the cities of Oregon City, West Linn and Gladstone. Each city owns and maintains its own local sewage collection system. The District owns and maintains the sewage treatment plant and interceptor system. The three cities are in the District and as provided in the intergovernmental agreement between the District and the City, the District does not serve territories outside Oregon City, with one exception.

Before January 1, 1999, state statute (ORS 199) provided that when territory was annexed to a city that was wholly within a district, the territory was automatically annexed to the district as well. That statute no longer applies in this area. Therefore, each annexation to Oregon City needs to be followed by a separate annexation of the territory to the Tri-City Service District. The City Commission must concur with Tri-City Service District's annexation of the subject property in the enacting ordinance upon voter approval of the city annexation.

The Tri-City Service District plant is along Interstate 205 in Oregon City just east of the junction of the Willamette and the Clackamas Rivers. The plant has an average flow capacity of 11 million gallons per day (mgd) and a design peak flow capacity of 50 mgd. The available average capacity is 4.4 mgd. The plant was designed to serve a population of 66,500 in the year 2001; however, the facility was recently expanded to increase the available average dry weather capacity to 11.9 mgd.

Due to the public health concern caused by a failed septic system, the City has approved access to the City sewer system and the site has been connected. The city issued permits for the connection in August, 2016.

Water. The property is currently within the Clackamas River Water District (CRW). The property is hooked up to City water. The City is currently working with CRW on a plan to clarify the City / CRW service boundaries, and will include this property with a large scale withdrawal of multiple properties from CRW. The property will be removed from the Clackamas River Water District at the time that this plan is finalized.

Stormwater. No additional development has been proposed. On-site stormwater drainage or discharge to a city or county facility will be required upon future development. Any future development would have to convey site stormwater runoff to the appropriate stormwater system in the area.

Fire Protection. This territory is currently within Clackamas Fire District #1 which serves portions of Clackamas County as well as Oregon City. Oregon Revised Statute 222.120 (5) allows the City to specify that the territory be automatically withdrawn from the District upon approval of the annexation. Staff recommends that the territory not be withdrawn from CCFD#1.

Police Protection. The Clackamas County Sheriff's Department currently serves the territory. The proposed annexation was forwarded for comment to the Sheriff's Department as well as Oregon City Police Department. Neither entity indicated that there is inadequate capacity to serve the property.

The area to be annexed lies within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. Due to the location being surrounded by Oregon City, Oregon City Police Department already responds to County emergency calls for the unincorporated area. The impact to police services upon

annexation will be negligible. Clackamas County Sheriff's Department was contacted and had no conflicts with the annexation.

According to ORS 222.120 (5) the City may provide in its approval ordinance for the automatic withdrawal of the territory from the District upon annexation to the City. If the territory were withdrawn from the District, the District's levy would no longer apply to the property.

Upon annexation the Oregon City Police Department will officially serve the property.

Parks, Open Space and Recreation. The nearest developed City park is Filbert Run Park about 600 feet from the property.

Transportation. Access is provided from Central Point Road and Parrish Road, streets which are under Oregon City jurisdiction. Though the Oregon City Municipal Code requires application of a City zoning designation upon annexation, a zone change may only be initiated with a zone change application which is accompanied by a required transportation analysis to demonstrate compliance with applicable regulations, such as the Transportation Planning Rule (TPR). As the applicant is required to initiate annexation due to a failed septic system, it is appropriate to retain the existing Clackamas County zoning designation if the development onsite is limited. Staff recommends that the property maintain its existing County FU-10 zoning, which will serve to preclude any further development or land divisions on the subject property in advance of a zone change.

Other Services. Planning, building inspection, permits, and other municipal services will be available to the territory from the City upon annexation.

STAFF RECOMMENDATION

Based on the study and the Proposed Findings and Reasons for Decision for this annexation, staff recommends that the City Commission approve Planning File AN 16-0002, and adopt as its own this Staff Report and Exhibits.

PROPOSED FINDINGS, CONDITIONS AND REASONS FOR DECISION

Based on the staff report and findings, the Commission determines:

1. The Metro Code calls for consistency of the annexation with the Regional Framework Plan or any functional plan. The Commission concludes the annexation is not inconsistent with this criterion because there were no directly applicable criteria for boundary changes found in the Regional Framework Plan, the Urban Growth Management Function Plan, or the Regional Transportation Plan.
2. Metro Code 3.09.050(d)(1) requires the Commission's findings to address consistency with applicable provisions of urban service agreements or annexation plans adopted pursuant to ORS 195. As noted in the Findings, there are no such plans or agreements in place. Therefore the Commission finds that there are no inconsistencies between these plans/agreements and this annexation.
3. The Metro Code, at 3.09.050(d)(3), requires the City's decision to be consistent with any "directly applicable standards or criteria for boundary changes contained in comprehensive land use plans and public facilities plans." The County Plan also identifies the property as *Immediate Urban* lands, which should ensure the "orderly, economic provision of public facilities and services." The property owner has demonstrated that the City can provide all necessary urban services. Nothing in the County Plan speaks directly to criteria for annexation. Therefore the Commission finds this proposal is consistent with the applicable plan as required Metro Code 3.09.050 (d)(3).
4. The Commission concludes that the annexation is consistent with the City Comprehensive Plan that calls for a full range of urban services to be available to accommodate new development as noted in the Findings above. The City operates and provides a full range of urban services. Specifically with regard to water and sewer service, the City has both of these services available to serve the area from existing improvements abutting the property.
5. With regard to storm drainage to the South End Basin, the city has the service available in the form of regulations to protect and control stormwater management.
6. The Commission notes that the Metro Code also calls for consistency of the annexation with urban planning area agreements. As stated in the Findings, the Oregon City-Clackamas County Urban Growth Management Agreement specifically provides for annexations by the City.
7. Metro Code 3.09.050(d)(5) states that another criterion to be addressed is "Whether the proposed change will promote or not interfere with the timely, orderly, and economic provision of public facilities and services." Based on the evidence in the Findings, the Commission concludes that the annexation will not interfere with the timely, orderly, and economic provision of services.

8. The Oregon City Code contains provisions on annexation processing. Section 6 of the ordinance requires that the City Commission consider seven factors if they are relevant. These factors are covered in the Findings and on balance the Commission believes they are adequately addressed to justify approval of this annexation.
9. The City Commission concurs with Tri-City Service District's annexation of the subject property in the enacting City ordinance upon voter approval of the city annexation.
10. The Commission determines that the property should be withdrawn from the Clackamas County Service District for Enhanced Law Enforcement as allowed by statute since the City will provide police services upon annexation.
11. The Commission determines that the property should not be withdrawn from the Clackamas County Fire District #1.
12. The Commission acknowledges that the property is currently within the Clackamas River Water District. The City is currently working with Clackamas River Water on a plan to clarify the City / Clackamas River Water service boundaries, and will include this property with a large scale withdrawal of multiple properties from Clackamas River Water in the future. The property will be removed from the Clackamas River Water District at the time that this plan is finalized.
13. Prior to annexation, the property owner or assigns will record a covenant, to be approved by the City Attorney, which limits development of the site until such time that a zone change to a City zoning designation has been approved. The covenant shall acknowledge that development is reviewed for compliance with the Oregon City Municipal Code and Clackamas County Zoning and Development Ordinance. Further, until a zone change is approved the site use shall not change or intensify, or receive approval of a land division or development of the site including, but not limited to: new structures or additions to existing structures. In addition the property shall be subject to the City's fence regulations in OCMC 17.54.100 as well as the City's nuisance and animal regulations.

Exhibits:

1. Proposed Ordinance 17-1008
2. Exhibit A to Ordinance 17-1008: Map and Legal Description of Annexation Area
3. Annexation Application
4. Vicinity Map
5. Public Notices
6. Clackamas River Water District Comments
7. Water Environment Services (WES) / Tri-City Service District (TCSD) Comments
8. Oregon City Police Dept. comments
9. Oregon City School District comments



City of Oregon City

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

Staff Report

File Number: 17-416

Agenda Date: 7/19/2017

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Finance Director Wyatt Parno

File Type: Contract

SUBJECT:

Contract with Tyler Technologies, Inc. for Enterprise Resource Planning (ERP) Software and Implementation

RECOMMENDED ACTION (Motion):

Award the bid and authorize the City Manager to execute a contract with Tyler Technologies, Inc. in the amount of \$382,560 for the purchase of ERP software and related implementation costs, and \$102,309 for annual maintenance and support.

BACKGROUND:

The City's current ERP system, Eden, is utilized by multiple City departments including Finance, Payroll/Human Resources, Utility Customer Service, Planning, Building, Engineering and GIS, and has been in use by the City since the 1980s. Initially installed on a DOS platform, the system was upgraded to Windows in 2002. The system has been running on its current platform since then.

In early 2015, the Planning, Building and Engineering Departments initiated a project to replace the Eden permitting module. These departments began an investigation into replacements and, based on informal requests for quotes, included funding in the 2015-2017 biennial budget to purchase a new permitting system.

During the 2015-2017 biennial budget cycle, the remaining users of Eden recognized the opportunity to replace the entire Eden system. The City decided to forgo replacement of the Eden permitting module in 2015-2017 and instead issued a Request for Proposals (RFP) to determine affordability of a full system replacement. Based on responses from vendors, it was determined that a full replacement would be affordable and the City Commission established the upgrade as a formal goal in early 2017.

The City's RFP (attached) included requests for a Municipal Government Enterprise Resource Planning (ERP) System including software, training and implementation services. In addition to publishing the RFP, the City provided it directly to known vendors in the industry including vendors whose products are installed at neighboring cities and vendors who have attended trade shows and conferences such as those hosted by the Government Finances Officers Association (GFOA) and the Oregon Government Finances Officers Association (OGFOA). The City also contacted the United States Conference of Mayors for their recommendations.

A total of three vendors replied to the RFP (Accela, Tyler and SunGard). The City responded to two of those vendors with requests for alternate solutions and better pricing. The third vendor submitted an incomplete proposal that was cost prohibitive. Additionally, the City evaluated two other low cost solutions (Vision, and the State of Oregon for a permitting specific solution).

A panel consisting of seven key stakeholders, including representatives from across the City, evaluated the proposals using fifteen selection criteria as described in the RFP. Additionally, stakeholders and primary users evaluated the proposed systems by attending site visits to neighboring cities and participating in vendor demonstrations at the City. Based on the scoring assigned by the evaluators (attached), the proposed system that ranked the highest was Tyler's Incode/Energov solution.

As detailed in the RFP, the City expects to realize several benefits as a result of replacing the Eden system including:

- Automation of various functions that are currently reliant on manual processing, which include the budgeting, project accounting, fixed asset capitalization, and purchasing functions
- Mobile applications for completion of inspections in the field
- A citizen portal for management of accounts and payments
- An employee self-service portal for timekeeping and benefit tracking
- Integration between the cash receipting function and the various billing functions of the City (integration does not currently exist)
- Integrated GIS functionality
- Paperless processing across several functions

BUDGET IMPACT:

Amount: \$382,560 for software, training and implementation services. \$102,309 for annual maintenance (a reduction of \$17,600 compared to current system). The budget includes an additional \$129,000 for implementation support and employee back-fill, if necessary, to ensure a successful implementation.

FY(s): 2017-18

Funding Source: Costs shared by Finance, Utility Customer Service, Human Resources, Building, Planning, Engineering & Utility Funds, and Information Technology.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Oregon City, Oregon.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Named Users”** means the number of named users that are authorized to use “Energov” labeled modules. The Defined Named Users for Energov labeled modules under this Agreement are set forth in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as

Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. With respect to the “Energov” labeled modules, such use shall be limited to the number of Defined Named Users, as defined herein. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Exhibit D.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we

will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the

warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable

assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in

the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. License Rights Terminate Upon Migration. When Tyler makes the Tyler Software in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: Migration Modules
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Web Services – Hosted Application Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Oregon City, OR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Oregon City
625 Center Street
Oregon City, OR 97045
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Prepared for:

City of Oregon City
625 Center Street
Oregon City, OR 97045
(503) 651-0891

Contract ID: 2017-0211
Issue Date: 07/03/17
Sales Rep: Robin Reeves

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Incode Financial Management Suite						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))		\$43,995	124	\$15,500	\$59,495	\$10,999
Purchasing		\$16,071	40	\$5,000	\$21,071	\$4,018
Fixed Assets		\$7,500	24	\$3,000	\$10,500	\$1,875
Project Accounting		\$9,643	24	\$3,000	\$12,643	\$2,411
Incode Personnel Management Suite						
Personnel Management (Includes Position Budgeting)		\$23,995	144	\$18,000	\$41,995	\$5,999
Employee Self Service (ESS) (Employee Portal)			40	\$5,000	\$5,000	
ESS Time & Attendance (# of FTE Employees)	#		40	\$5,000	\$5,000	\$6,600
Incode Customer Relationship Management Suite						
Utility CIS System (Collections, Tax Lien Process & Import, Utility Payment Import, Qty 1 Utility Handheld Meter-Reader Interface)		\$28,995	192	\$24,000	\$52,995	\$7,249
Third Party Bill Print Extract		\$3,000	4	\$500	\$3,500	\$750
Mobile Service Orders		\$2,000		Included	\$2,000	\$500
Incode Address Verification with Presort			4	\$500		\$1,500
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant, Cash Collection Interface, Cashiering Receipt Import)		\$10,500	48	\$6,000	\$16,500	\$2,625
Miscellaneous Accounts Receivable		\$11,000	16	\$2,000	\$13,000	\$2,750

CONFIDENTIAL

Energov Product Suite

<i>Permitting & Land Management</i>						
Permitting & Land Management Suite (24)	\$50,400	232	\$36,976	\$87,376	\$10,080	
Energov Implementation Days		160	\$25,501	\$25,501		
E-Reviews	\$21,000	64	\$10,200	\$31,200	\$4,200	
<i>License & Regulatory Management</i>						
Licensing & Regulatory Management Suite	\$10,500	144	\$22,951	\$33,451	\$2,100	
<i>System Extensions</i>						
<i>Customer Portal</i>						
Citizen Self Service - LRM	\$11,200	16	\$2,550	\$13,750	\$2,240	
Citizen Self Service - PLM	\$11,200	16	\$2,550	\$13,750	\$2,240	
Advanced Server Extensions Bundle	\$11,200	24	\$3,825	\$15,025	\$2,240	
Energov GIS (29)	\$14,500	8	\$1,275	\$15,775	\$3,625	
Energov IVR	\$17,500	24	\$3,825	\$21,325	\$4,375	
iG Workforce iPad Apps (each)	5	\$3,500	16	\$2,550	\$6,050	\$700
Energov Intelligent Object Automation			\$1,275			\$0
Energov LRM Forms Library (6 Forms)			\$5,100			\$0
Energov PLM Forms Library (5 Forms)			\$5,100			\$0
Project Planning Services	\$15,000					\$0
Install Fee - New Server Install			\$6,000	\$6,000		\$0
<i>Content Management Suite</i>						
<i>Printing & Reporting Solutions</i>						
Custom Form Service (pricing per form)	1	\$250		Included	\$250	\$63
Enhanced Utility Bill Form Service (8.5"X11", up to 2 graphs)	1	\$550		Included	\$550	\$138
<i>Content Management</i>						
Tyler Content Manager Standard Edition (TCM SE)	\$23,903	56	\$7,000	\$30,903	\$5,976	
Subtotal						
	\$358,877	1,460	\$212,704	\$544,606	\$85,251	

Conversion Services

Description	Fee	Hours	Services	Investment	
Financial Applications	\$5,000	16	\$2,000	\$7,000	
Personnel Management/Payroll	\$2,250	4	\$500	\$2,750	
Utility Billing	\$6,000	12	\$1,500	\$7,500	
Permitting & Licensing	\$25,850	-	\$0	\$25,850	
Subtotal					
	\$39,100	32	\$4,000	\$43,100	
Less Preferred Customer Discount (50%)				(\$21,550)	
Estimated Conversion Total				\$21,550	

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$20,000	\$20,000
Subtotal			\$20,000	\$20,000

Tyler Hosted Applications

Description	Services	Investment	Annual
Online Applications			
Utility Billing Online # of Accounts 14,000	\$800	\$800	\$6,720
Notifications			
Incode Notifications for Utility Billing			
Continuing Education			
Tyler U		\$8,525	\$8,525
Subtotal	\$800		\$15,245

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Basic Network Services					\$1,500
Hardware					
Cashiering Hardware	\$1,750		\$150	\$1,900	\$313
Subtotal	\$1,750		\$150	\$1,900	\$1,813

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$358,877	\$77,151
Recurring Solution Fee		\$23,345
Total Tyler Network Services/HW/Third Party	\$1,750	\$1,813
Total Tyler Services	\$255,204	
Preferred Customer Software Discount	(\$233,270)	
Summary Total	\$382,560	\$102,309
Contract Total	\$484,869	

Estimated Travel Expense:

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

City of Oregon City

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		\$5,000		\$2,000	\$7,000
General Ledger	2,500		8	1,000	
- Chart of Accounts - Additional Fee for Historical Views					
Accounts Payable	2,500		8	1,000	
- Vendor Master Only - Additional Fee for Historical Views					
Personnel/Payroll Applications		\$2,250		\$500	\$2,750
Personnel Management/Payroll		\$2,250	4	\$500	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Utility Billing		\$6,000		\$1,500	\$7,500
Utility - CIS - Additional Fee for Historical Views		\$6,000	12	\$1,500	
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Permitting & Licensing		\$25,850			\$25,850
Permits & Inspections		\$16,450			
- Permit Master (includes contacts & properties)					
Contractors					
Inspections					
Transactions					
Licensing		\$9,400			
- License Master (includes contacts & properties)					
Transactions (2 years + current)					
Transaction history (per year)					
Subtotal					\$43,100
Less Preferred Customer Discount					(\$21,550)
Estimated Conversion Total					\$21,550



Prepared for:

City of Oregon City

Tyler Hosted Applications

Description		QTY	Services	Investment	Annual
Citizens Portal					
Incode Utility Billing Online Component	(# of Accounts)	14,000	\$800	\$7,520	\$6,720
- Display of:		- Address information including			
• Current status (late, cut off etc)		• Legal description*			
• Action needed to avoid penalty		• Precinct*			
• Current Balance		• School district*			
• Deposits on file (optional)		• Services at address			
• Last payment date		* - Subject to data availability			
• Last payment amount		- Consumption history by service,			
• Payment arrangements on file		including graphs			
• Last bill amount		- Request for service (optional)			
• Last bill date		- Information change request (optional)			
• Bill due date		- Security - SSL (Secure Socket Layer)			
• Contracts on file and status					
• Transaction history					
- Online Payments					
• Payment packet is created to be imported to Utility System					
NOTE: Customer pays \$1.25 fee per transaction for payment on-line.					
Subtotal			\$800	\$7,520	\$6,720

CONFIDENTIAL



Prepared for:

City of Oregon City

Tyler Notifications

Description

Incode Notification for Utility Billing (\$0.10 per call)

Active Accounts: 10,000-14,000

-Customer Notification by Phone

- Call Late Notices

- Call Late Notices

- General Notifications

- Call Lists automatically generated

- Account updated after call

- Custom message for each call type

- Call Message can be English or Spanish

- Generate reports based on call results

Note: The Utility will be billed at the rate specified above for all calls made.

The Utility will be billed quarterly by Tyler Technologies for calls conducted.

CONFIDENTIAL



Prepared for:

City of Oregon City

Hardware and System Software

Hardware and System Software	QTY	Price	Annual	Source
Description				
Cashiering/Cash Collection				
All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	1,050	203	Tyler - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW (INCODE)	1	200	40	Tyler - 12 mos warranty
Locking Till for Media Plus Cash Drawer	1	65		
***ALL MEDIA PLUS CASH DRAWERS ARE: 5" high, 16" deep, 17" wide				
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	350	70	Tyler - 12 mos warranty
Mag Stripe Reader - V8,V9,PS,V,X	1	85		
	One Time Fees		Recurring Fees	
Hardware & System Software		1,750	313	
Hardware Installation Services		150		
Hardware & System Software Subtotal		1,900	\$313	

CONFIDENTIAL



Prepared for:

City of Oregon City

Tyler Universtiy

Description	Annual
Tyler U	
- E-learning courses available for all employees during the subscription period	
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications	
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards	
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention	
- Available 24/7	
- New courses created continually	
<p>Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org</p>	

CONFIDENTIAL



Exhibit A
Schedule 1
Migration Modules

Licensing Support Web
Administration Support
Accounts Receivable Support
Cash Register Interface Support
Forms Support
Fixed Assets Support
GL/AP Support
Handhelds Support
Human Resources Support
Licensing Support
Menu Support
Payroll Support
Parcels w/ Permits Support
Position Budgeting Support
Site License Support
Special Assessment Support
Utility Billing Support
Tyler Output Processing Support
"Tyler Payments - Hosting Fee"



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").
- 1.2 *Subscription Fees:* Your initial subscription fees for Utility Billing Online and Tyler U are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.
- 1.3 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for the one (1) year period commencing on the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. On the first such anniversary, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into



Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

- 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
- 2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the

right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using



the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in

accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called

Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE



Use Fees**EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. **Interactive Voice Response ("IVR").** If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) **Network Security.** Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) **Content.** Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) **Lawful Purposes.** Customer shall not use the IVR system for any unlawful purpose.
- (d) **Critical Application.** Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) **No Harmful Code.** Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) **IVR WARRANTY.** Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

STANDARD CONDITIONS TO OREGON CITY PROFESSIONAL SERVICES AGREEMENT

1. Payment of Laborers; Payment of Taxes.

(a) Tyler shall:

(i) Make payment promptly, as due, to all persons supplying to Tyler labor and materials for the performance of the work provided for pursuant to this Agreement. (ORS 279B.220(1)).

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement. (ORS 279B.220(2)).

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished. (ORS 279B.220(3)).

(iv) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. (ORS 279B.220(4)).

(v) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Tyler, of all sums that Tyler agrees to pay for the services and all moneys and sums that Tyler collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. (ORS 279B.230(1)).

(vi) Ensure that all subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state). (ORS 279B.230(2)).

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



































(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals

excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime. (ORS 279B.235).

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



2017 APPLICATION FOR BUSINESS LICENSE

Business Information				Business Owner and Contact Information				
Business Name				Owner Name				
Business Site Address				Home Address				
City, State, Zip				City, State, Zip				
Business Phone				Phone				
Business Email				Email				
Business Mailing Address				Emergency Contact Name				
City, State, Zip				Emergency Contact Phone				
Federal ID No. (EIN) ____ - ____ - ____				Metro Contractor's License				
4 Digit SIC Code (if known) ____				State License # (if applicable)				
Detailed Description of Business (REQUIRED): What specific activity are you conducting?								
Indicate type of ownership          				Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Non-Profit <input type="checkbox"/>	LLC <input type="checkbox"/>
Is your business located within the City limits of Oregon City? Yes <input type="checkbox"/> No <input type="checkbox"/>			Total number of persons doing business in Oregon City?			Hours of Operation?		
Zoning of property where business is located: (see reverse)						Is the proposed business a permitted use within the zone? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Business Based in Home	Yes <input type="checkbox"/>	No <input type="checkbox"/>	  	If Yes, Home Occupation form required. (see reverse)				
Are you the property owner?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	  	If No, please provide completed Owner's Affidavit form. (see reverse)				
Hazardous Materials	Yes <input type="checkbox"/>	No <input type="checkbox"/>	  	List:				
Marijuana business?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	  	If Yes, please complete the marijuana business questionnaire.				
I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE, CORRECT, AND COMPLETE. ADDITIONALLY, I CERTIFY THAT THIS BUSINESS COMPLIES WITH ALL STATE, FEDERAL, AND LOCAL LAWS. Yes <input type="checkbox"/> No <input type="checkbox"/>            				Applicant's Signature:				
Credit Card Information (if paying with credit card)	Account Number		Exp. Date		3 Digit CSC (back of card)			
			____/____					
	Visa <input type="checkbox"/> M/C <input type="checkbox"/>		Using payment schedule, list amount paid		FEE \$			
PAYMENTS MUST ACCOMPANY APPLICATION. MAKE CHECKS PAYABLE TO: City of Oregon City A business license does not authorize the holder to conduct business in violation of any zoning ordinance or other state, federal, or local law.								
OFFICE USE ONLY								
Amount Paid	Receipt #	<input type="checkbox"/> Cash <input type="checkbox"/> Check	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	SIC Code		Date Paid / By		

WHO NEEDS A BUSINESS LICENSE?

Oregon City Municipal Code Chapter 5.04 requires all businesses conducting business inside the city limits of Oregon City to obtain an Oregon City business license.

HOW DO I APPLY FOR A BUSINESS LICENSE?

Complete the **Application for Business License** form and submit it with the applicable fees:

- in person at 625 Center Street
- by mail to Business Licensing, PO Box 3040, Oregon City, OR 97045
- by fax to (503) 657-3339
- by email to licensing@orcify.org

This form can be found online at <http://www.orcity.org/economicdevelopment/business-licenses>. Applications must be filled out completely. Incomplete applications will expire if not completed within 90 days. In the event a license application expires, the applicant may reapply for the business license.

Before submitting an application for a business license, please contact Community Development at (503) 722-3789 to verify that your business is a permitted use within the zone you are located in. To determine the zoning of the property where the business is located, visit <https://webmaps.orcity.org/galleries/queryZoning/index.html>.

If the applicant does not own the property on which the business is located, the property owner is required to complete and submit the **Owner's Affidavit** form which can be found at <http://www.orcity.org/economicdevelopment/business-licenses>.

Businesses operating in the City must comply with all building, zoning, signage, fire and police requirements. Completion of the application does not imply business license approval. The business may not begin until the business license and all necessary permits, signs and inspections are approved by the City. Home-based businesses located in the City are required to fill out the **Home Occupation Worksheet** annually which can be found at <http://www.orcity.org/economicdevelopment/business-licenses>.

BUSINESS LICENSE FEES

Submittal of a business license application requires payment of a non-refundable application fee of \$50 plus the annual business license fee.

$$\begin{array}{ccccc} \$50 & + & \$ & = & \$ \\ \text{application fee} & & \text{annual business} & & \text{TOTAL FEE} \\ & & \text{license fee} & & \end{array}$$

The cost of the annual business license is dependent on the number of employees and whether the business is operating from a fixed place of business within the city. When figuring the number of employees, include all persons involved in the business including owners, officers, employees and others operating within the City of Oregon City. Please verify the business location as it relates to Oregon City's jurisdictional boundary. New businesses that begin after June 30th of the current year may pay ½ of the annual business license fee listed below.

	<u>NUMBER OF EMPLOYEES</u>	<u>FIXED PLACE OF BUSINESS WITHIN CITY</u>	<u>NO FIXED PLACE OF BUSINESS WITHIN CITY</u>
Home Occupation Business:	---	\$ 80	---
All Other Businesses*:	1 – 25	\$ 158	\$ 198
	26 – 50	\$ 242	\$ 324
	51 – 100	\$ 330	\$ 456
	101 or more	\$ 414	\$ 582

*Amounts include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

WHAT IF THE BUSINESS LICENSE IS DENIED?

If the issuance of a business license is denied, the city shall send to the applicant written notice of the denial or revocation, and of the right to an appeal. The denial or revocation of the license is final unless the applicant/license holder appeals the decision in writing to the city manager within ten business days of receipt of the notification. The city manager shall, within ten business days after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial or revocation. The decision of the City Manager shall be the final decision of the city. (OCMC 5.04.090)

QUESTIONS?

Contact the business license office at 503-657-0891 or visit us at 625 Center Street.

ERP Final Rankings

Financial

Tyler Munis	Tyler Incode	Springbrook
-------------	--------------	-------------

recipients of the RFP responses:

City Engineer
GIS Coordinator
Building Official
Community Development Director
PW Operations Manager
Senior Management Analyst

2	1	3
2	1	3

Land Management

Acella	Tyler Energov
--------	---------------

2	1
2	1
2	1
2	1

attendees of the on-site demonstrations:

Development Project Manager
Inspector / Code Enforcement
Utility Customer Account Coordinator
Sr Accounting Tech / Payroll Specialist
Accountant
PW Operations Office Specialist III

1	2	3
1	1	2
2	1	3
2	1	3

2	1
1	1

5 points per 1st place ranking	10	25	0
3 points per 2nd place ranking	12	3	3
1 point per 3rd place ranking	0	0	5
	22	28	8

5	30
15	0
20	30

Evaluation Sheet - FINANCE / PAYROLL / UTILITY BILLING

Date:

per Vendor's on-site demonstration	
Software's quality and ability to meet the City's needs.	50

20

$$\begin{array}{r} 0 \\ 22 \\ \hline \end{array}$$

$$\begin{array}{r} 0 \\ \hline 40 \end{array}$$

- 1 See "cost" tab
- 2
- 3
- 4
- 5

Software and Implementation Services

Evaluation Sheet - PERMITTING (Building, Planning, PW Engineering)

Evaluator's Name:

Date:

EVALUATION CRITERIA	MAX POINTS
---------------------	------------

per Vendor's response to RFP

Ability to meet the City's desired functional and technical requirements	25
Proposer's qualifications and experience	15
Quality, clarity, and responsiveness of proposal in conformance with instructions	15
Cost of software including life expectancy, implementation services, and proposed payment plans for project	20
Ongoing licensing and maintenance costs	20
Timeliness, professionalism and responsiveness of support	25
Demonstrated performance of proposed system	30
Demonstrated success in converting and integrating historical data from Tyler Eden systems	25
Implementation strategy and timelines	20
Compatibility with current and future technological requirements	25
Capacity, flexibility and ability of proposer to perform contract in timely manner and on budget	20
Adequate staff to allocate to project with applicable backgrounds and experience	20
Proposer's financial stability	20
Training plans	20

per Vendor's on-site demonstration

Software's quality and ability to meet the City's needs.	50
--	----

Accela Land Management	
Score	Notes

0
0
0
20
14
0
0
0
0
0
0
0
0
0
0
0

1
1

34

Tyler Energov	
Score	Notes

0
0
0
7
20
0
0
0
0
0
0
0
0
0
0
0

1
1

27

--

34

0

27

- NOTES
- 1 See "cost" tab
- 2
- 3
- 4
- 5

**Springbrook /
Accela Land
Management**

Munis / Energov

Incode / Energov

Evaluation Criteria

Cost of software including life expectancy, implementation services, and proposed payment plans for project

Finance/Payroll/Utilities	\$	359,158.50	7	\$	197,854.50	13	\$	131,080.00	20
Permits	\$	180,783.50	7	\$	188,555.50	6	\$	59,300.00	20
	\$	539,942.00		\$	386,410.00		\$	190,380.00	

Ongoing licensing and maintenance costs

Finance/Payroll/Utilities	\$	44,663.00	13	\$	67,971.50	9	\$	29,440.20	20
Permits	\$	37,635.00	20	\$	44,353.50	17	\$	55,239.00	14
	\$	82,298.00		\$	112,325.00		\$	84,679.20	

Request for Proposals (RFP)

Software, Training and Implementation Services

for Municipal Government Enterprise Resource Planning (ERP)
System for the City of Oregon City, Oregon



Date Issued:	July 13, 2016
Issued By:	Oregon City Finance Department 625 Center Street Oregon City, OR 97045 503-657-0891
Closing Date:	August 29, 2016

Requests for Proposals

The City of Oregon City, Oregon is soliciting proposals from qualified firms for a comprehensive municipal financial application to include software, implementation services, training, and ongoing technical support. The general scope of this project includes financial management, human resources, payroll, revenue (cashiering and fees), permitting and inspections, engineering, code enforcement, business licenses, work orders, fleet, and utility billing. While the City would prefer the software be a fully integrated suite of applications provided by a single vendor, it is acceptable if some bidders partner with other bidders to provide software applications that integrate well and meet the intent of this request for proposals.

Proposals will be received until **August 29, 2016 4:30 PM**, local time, at City Hall, located at 625 Center Street, Oregon City, OR 97045.

Solicitation documents may be obtained from the City's online plan center free of charge at <http://bids.oregcity.org/>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering. Solicitation documents are also available for review at City Hall between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

TABLE OF CONTENTS

I - General Information	1
1.01 Submission of Proposals.....	1
1.02 Notice to Proposers.....	1
1.03 Cancellation, Delay, Suspension and Irregularities	1
1.04 Official Contact	1
1.05 Addenda	1
1.06 Withdrawals	2
1.07 Ownership of Documents	2
1.08 Incurred Costs.....	2
1.09 Pricing	2
1.10 Confidentiality	2
1.11 Public Records	2
1.12 Protests.....	2
1.13 Local, State and Federal Compliance Requirements.....	3
1.14 Equal Opportunity	3
1.15 Non-Exclusive Contract.....	3
1.16 Prime Contract Responsibilities and Third Party Relations	3
1.17 Insurance and Indemnification.....	4
II – Background and Scope	5
2.01 City of Oregon City.....	5
2.02 Major Business Drivers	5
2.03 Project Scope.....	6
2.04 Minimum Qualification Criteria	7
2.05 Compatibility	7
2.06 Conversion	7
2.07 Proposed Timeline	8
III – Proposal Format and Instructions	9
3.01 Proposal Instructions	9
3.02 Revisions.....	9
3.03 Submittals.....	9
3.04 Proposal Format and Content.....	9
IV – Evaluation	18
4.01 Evaluation Method	18
4.02 Evaluation Criteria	18

4.03	Evaluation Structure	18
V –	Contract Terms and Conditions	20
5.01	Standard Terms and Conditions.....	20
5.02	Applicability.....	20
5.03	Payment	20
5.04	Software License.....	21
5.05	Software Maintenance Fees	21
5.06	Additional Users and Modules.....	21
5.07	Key Deliverables and Liquidated Damages	21
5.08	Documentation and Copyright	22
5.09	Intellectual Property Rights	22
5.10	Contractual Guarantees	22
5.11	Warranty	22
5.12	Changes	23
5.13	Compliance With Applicable Law	24
5.14	Professional Standards	24
5.15	Defaults	24
5.16	Indemnity and Insurance	24
5.17	Arbitration.....	25
5.18	Termination for Default or for Convenience to the City	26
5.19	Independent Contractor Status.....	27
5.20	No Third-Party Beneficiaries.....	27
5.21	Payment of Laborers; Payment of Taxes	27
5.22	Integration and Contract Provisions.....	28
5.23	Legal Expenses.....	28
5.24	Severability.....	28
5.25	Number and Gender	28
5.26	Captions and Headings.....	28
5.27	Hierarchy	28
5.28	Calculation of Time.....	29
5.29	Notices.....	29
5.30	Nonwaiver	29
5.31	Information and Reports.....	29
5.32	City's Responsibilities.....	29
5.33	Authorization	29

5.34 Nonappropriation of funds 29

5.35 Equal Opportunity Employer.....30

5.36 Letter of Completion30

5.37 News Releases.....30

I - GENERAL INFORMATION

1.01 SUBMISSION OF PROPOSALS

One electronic copy and one original printed proposal must be delivered to the City of Oregon City by **August 29, 2016 4:30 PM**, local time, at City Hall, located at 625 Center Street, Oregon City, OR 97045. All proposals must be delivered in a sealed envelope addressed to the City of Oregon City and designated as "Municipal Software Proposal." Late proposals will not be considered. By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual.

1.02 NOTICE TO PROPOSERS

It is necessary for Proposer(s) to read the information contained in this RFP to understand how to submit the proposals and what legal obligations are being agreed to by the Proposer(s). Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the Proposer(s). Information obtained by the Proposer(s) from any officer, agent, or employee of the City shall not affect the risks or obligations assumed by the Proposer(s) or relieve the Proposer(s) from fulfilling any of the RFP conditions or any subsequent contract conditions.

1.03 CANCELLATION, DELAY, SUSPENSION AND IRREGULARITIES

The City of Oregon City reserves the right to (1) reject any or all proposals in whole or in part if it is in the best interest of the public or the City to do so, (2) postpone, cancel or suspend the evaluation of proposals, (3) waive informalities in the proposals, and (4) to select the proposals which appear to be in the best interest of the City. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. Further, the City reserves the right to reconsider any proposal submitted at any stage of the process. In the event funds are not available or terminated, no contract resulting from this RFP will be executed. Issuance of this RFP in no way constitutes a commitment by the City of Oregon City to award a contract.

1.04 OFFICIAL CONTACT

Proposers are directed not to contact any city staff other than specified personnel identified in this RFP for meetings, conferences, or technical questions regarding this RFP. The City reserves the right to contact selected proposers at any time to gather additional information. Questions regarding this RFP must be directed to:

Mireya P McIlveen, Deputy Finance Director
City of Oregon City
625 Center Street
Oregon City, OR 97045
(503) 657-0891
mmcilveen@orccity.org

1.05 ADDENDA

Addenda, clarifications and notices will be distributed through the City's online planholder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all

updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above. The City reserves the right to delete, modify, or add functionality including modules and components until the final contract signing.

1.06 WITHDRAWALS

Proposals may be withdrawn at any time before the Proposal Due date and time by providing a written request for the withdrawal from a duly authorized representative of the firm.

1.07 OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract. Sample work or documents illustrating previous work experience will be returned to proposers after the evaluation and award process.

1.08 INCURRED COSTS

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City reserves the right to meet with select proposers at any time to gather additional information, to require demonstrations at no cost to the city and to visit any installed site.

1.09 PRICING

The City reserves the right to contact proposers on price and scope clarification at any time throughout the selection and negotiation process.

1.10 CONFIDENTIALITY

All information and data furnished to the proposer by the City and all other documents to which the proposers' employees have access during the preparation and submittal of the proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

1.11 PUBLIC RECORDS

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for any exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete, pursuant to Oregon's Public Records Law. Proposals that meet the definition of trade secrets or otherwise can be considered a public record exempt from disclosure under Oregon's Public Records Law shall be clearly identified and kept separate by the proposers in accordance with Oregon law.

1.12 PROTESTS

A proposer wishing to protest or request a change in the procurement process, the contents of a solicitation document such as solicitation provision, evaluation criterion, scope of work, specification or contract term, or the award or protest award shall make the protest or request for change in accordance with Model Public Contracting Rules, Section 137-046-0470, Oregon Administrative Rules. Protests relating to the procurement process or solicitation shall be made no later than seven (7) calendar days prior to the proposal due date. Protests relating to the City's selection decision shall be submitted no later than seven (7) calendar days of the Notice of Intent to Award. The protest or request for change

shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the City. The City will consider the protest or request and may reject the protest or request for change, issue an addendum, or cancel the RFP. The protest or request for change shall be addressed to the contact identified under section 1.04.

1.13 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The vendor(s) shall comply with all applicable laws, ordinances, and codes of the State of Oregon, Clackamas County and the City of Oregon City, Oregon. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.14 EQUAL OPPORTUNITY

By submitting a proposal, the proposer certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the City in compliance with such acts, regulations and orders.

1.15 NON-EXCLUSIVE CONTRACT

The City intends to award this contract to one firm. However, due to the wide variety of financial activities in which the City is involved, the City may purchase financial or finance-related software from other vendors consistent with its needs. The contract resulting from this process will be a non-exclusive contract.

1.16 PRIME CONTRACT RESPONSIBILITIES AND THIRD PARTY RELATIONS

The lead proposer selected for this project will be the Prime Vendor and will assume and accept responsibility for all of its subcontractors, vendors, employees and agents and all work and product necessary to successfully complete this project including delivery, installation, software performance, training and implementation of their services. Proposers understand that the City is a third-party beneficiary of the efforts of its subcontractors, vendors, employees, and agents. Prime Vendor must clearly identify the responsibilities of each subcontractor, vendor and agent that the vendor intends to employ to accomplish the project. The City will consider the Prime Vendor to be the sole point of contact with regard to contractual matters including the performance of services and the payment of any and all charges resulting from the lease or purchase of software and for services performed. If the City decides to employ multiple agreements for different system components (including hardware maintenance, application software maintenance, etc.), proposers agree to reasonably cooperate with all other contractors and vendors in order to accomplish proper system integration.

The City will consider only software firms, not their implementation partners or third-party partners, to be the primary point of contact throughout the proposal process. Once the ERP system is implemented, the City will consider the primary implementation firm the single point of contact for service-related issues. All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated.

In the event the implementation firm is different from the software firm, the City expects to enter separate agreements for software and professional services. If the City is not satisfied with the qualifications, cost, or experience of the implementation firm or any third-party solution, it reserves the right to request that the software firm implement its own software or propose a new implementation firm. If the City is not satisfied with the quality or experience of the implementation firms being proposed, the City also reserves the right to select the software product as the only part of this procurement and to issue another RFP for implementation services.

1.17 INSURANCE AND INDEMNIFICATION

The proposer(s) selected for award of the contract shall to the fullest extent permitted by law protect, defend, indemnify and hold harmless the City, its agents, officers, elected and appointed officials and employees from and against all claims, actions, liabilities, and losses (including economic losses and attorney fees). The City shall in no event be liable to the proposer(s) or other persons claiming damages as a result of the City's use of the Licensed Application Software and Materials in conformity of this contract Agreement, whether direct or indirect, special or general, consequential, or incidental or arising from loss of profits; provided that this provision shall not apply to any claim, demand, loss or action alleging that any modifications made by Licensee to the Licensed Application Software and Materials infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The proposer to whom the contract is awarded shall, within ten (10) business days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract in duplicate, along with required original insurance certificates satisfactory to the City Attorney. The insurance certificates shall cover all areas set out in the contract documents and shall be issued by a company licensed to do business in the State of Oregon which is acceptable to the City Attorney. The insurance shall be maintained in effect for the term of the proposed project (in the case of Professional Liability insurance the term of the proposed project shall mean its design life).

The certificates of insurance, except that for Professional Liability insurance, shall name the City of Oregon City as additional insured. All insurance certificates shall provide for thirty (30) days' notice to the City of any cancellation of the insurance policy. Minimum amounts of insurance are further detailed under Section V, Contract Terms and Conditions.

II – BACKGROUND AND SCOPE

2.01 CITY OF OREGON CITY

The City of Oregon City, Oregon (the City) has a population of over 34,000 and is located thirteen miles south of Portland along the Willamette and Clackamas Rivers, and is primarily a residential community. It is also the County Seat of Clackamas County and home of Clackamas Community College. Access to the greater Portland economy is easily available, as Highway 99 flows into downtown Portland and Interstate 205, and Highway 213 provides access to the greater Portland employment base. The City's website is www.orcity.org.

The City has approximately 240 employees. The City provides a wide range of municipal services including policy and city administration (city manager, city recorder, city commission), human resources, finance (including utility billing and municipal court), community development (planning and building), police, code enforcement, library services, public works (engineering, water distribution, sanitary sewer collection, stormwater management, streets) GIS, and community services (parks, recreation, swimming pool, community center, and municipal cemetery). The City also has an Urban Renewal Agency and provides full financial services for the South Fork Water Board.

The City's budget structure currently incorporates 17 funds, with a biennial budget of \$165.1 million. The Urban Renewal Agency is a component unit of the City and is reported as a separate fund of the City with a budget of \$7.7 million. South Fork Water Board is treated as a separate entity and operates with three (3) funds and a budget of \$10.8 million.

The City operates out of seven (7) locations connected by City-owned fiber. The City has been using Tyler Technologies' Eden financial software solution, an enterprise resource planning (ERP) software for the public sector, currently on version 5.14.1.1. Additionally, the City converted to Tyler Technologies' Incode municipal court software for all court operations. Currently there are approximately 30 Eden users utilizing Finance, Utility Billing and Permits. There are five (5) Incode users. There are approximately 200 total computer users at the city. The City utilizes Windows server 2008/2012, in a semi-virtualized environment; desktops are standardized on Windows 7 Enterprise, with the intent to migrate towards Windows 10.

The majority of the use occurs between 7:00 AM and 6:00 PM, Monday through Friday. However weekend and night use is common. Proposers shall specifically indicate if there are times when the system should not be accessed.

2.02 MAJOR BUSINESS DRIVERS

The City seeks proposals from municipal government software and implementation service providers that specialize in developing and installing ERP systems for the public sector. The City realizes its current system hampers its ability to efficiently and effectively manage its data and deliver services to its citizens. Exhibit I describes the current environment and difficulties with the existing system as well as technical goals to be accomplished. Additionally, the City wishes to achieve the following results with the new system:

- Enhanced organizational and operational efficiency
- Streamlined systems utilized to their capacity

- Improved reporting and facilitated report distribution
- Improved productivity by eliminating duplicate entry
- Improved access to information both for staff decision making and for citizens
- Improved timeliness of financial reporting
- Improved internal controls and audit trails
- Integrated information from various City systems and locations
- Expedited internal approvals (e.g. purchase orders, permits, licenses, timesheets)
- Integration with the City's GIS

2.03 PROJECT SCOPE

The City is seeking implementation of a fully integrated, municipal software system to address the following areas:

Finance / HR:

- General Ledger
- Cashiering
- Accounts Payable
- Accounts Receivable
- Payroll
- Human Resources
- Time & Attendance
- Purchasing
- Capital Assets
- Budget
- Project / Grant Accounting
- Special Assessments

Permits/Inspections, Customer Services, etc.

- Permitting and Inspections
- Planning
- Engineering
- Development Review
- Code Enforcement
- Built-in GIS viewer or integration
- Right of Way Management
- Mobile technology, supported devices, and applications

Customer Service (internal and online) applications:

- Utility Billing
- Permits and Permit Tracking, e-Plan review and submittals
- Business Licensing
- Online Payment portal
- Employee Portal or ability to access time off, timekeeping, benefits, etc.
- Report viewing / writing tools.

Optional

- Employee Self Service
- Parks and Recreation
- Work Orders / Facility Management
- Fleet Management
- Risk Management

It is not necessary to have offerings for all applications or features. However, proposing a more comprehensive system to the City would be advantageous. It is important to note that the City will entertain proposals that address one or more portions of this RFP. The City reserves the right to add or remove modules and/or components until the final contract signing.

2.04 MINIMUM QUALIFICATION CRITERIA

The software must be a fund accounting system and meet the user configuration, operation, and reporting standards set by software systems used by Oregon municipalities. The software must have automated reporting capabilities that meet the requirements of the Oregon Public Employees Retirement System and Oregon State Tax reporting. Additionally, it should have reporting capabilities such that the City's budget can be printed and reported in the format recommended by the Oregon Department of Revenue.

The City wishes to obtain an integrated and intuitive reporting solution. This reporting solution should quickly query application databases and develop customer reports. Reports should be able to be shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format). The system must include extensive system generated reports and easy to use ad hoc report writing capabilities. These include integration with Microsoft Excel, Adobe Acrobat and Microsoft Word. The reporting and modeling capabilities of the system should include, but not necessarily be limited to, financial analysis, budget forecasting, budget preparation, monitoring, retrieval of historical data, pre-scheduled reporting and graphical representations of data and reports. They should also electronically deliver reports to individuals throughout the organization, and print professional checks and invoices.

2.05 COMPATIBILITY

The proposed software shall be fully compatible with SQL, ArcGIS 10.2 or above, Windows Server 2012, and Windows 7 Enterprise. Hosted cloud solutions must be browser compatible according to industry standards. Additional technical specifications have been provided under Exhibit I. The requirements defined in that section contain the overall general functions of the City's desired integrated software applications.

2.06 CONVERSION

The City currently uses Tyler Technologies' Eden financial software for the functions that are the subject of this RFP. The Proposer will be responsible for converting all data from July 1, 2012 up through the go live date to the new software.

2.07 PROPOSED TIMELINE

Below is a timeline that has been set for this project. The City reserves the right to modify, extend, or cancel any of the dates listed below.

July 13, 2016	Release RFP
July 29, 2016	Deadline for vendor questions or requests for information
August 8, 2016	Vendor responses or addenda posted on City website
August 29, 2016	Proposal deadline, 4:30 PM
August 29– September 16, 2016	Review and rate or rank proposals
September 19– September 28, 2016	Demonstrations, Q&As, site visits
September 29, 2016	Identification of final vendor for contract negotiations
October 3–October 14, 2016	Contract negotiations and development of work plan
November 16, 2016	Commission review and approval of proposed contract

III – PROPOSAL FORMAT AND INSTRUCTIONS

3.01 PROPOSAL INSTRUCTIONS

So that competing proposals can be compared equally, proposers must assemble their proposals in adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification due to non-responsiveness. Proposers must submit the proposal in a sealed package as described above in Section 1. Proposals received subsequent to the time and date specified in Section 1 will not be considered.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

When responding to the RFP, follow all directions carefully. Submit proposal contents according to the outline specified. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration. If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

3.02 REVISIONS

If revisions become necessary to the RFP the City will provide addenda by posting on the City's bid site at <http://bids.orcity.org>. Acknowledgement of all addenda issued by the City must be so noted on any proposals that are submitted to the City. It is the sole responsibility of proposers to check the City's website periodically while preparing the proposal to ascertain whether any addenda have been issued. Failure to do so could result in a proposal being deemed nonresponsive.

3.03 SUBMITTALS

Submission of the proposal constitutes acceptance by the Proposer(s) of terms, conditions and requirements set forth herein. By submitting a proposal, the Proposer(s) will be providing a guarantee to the City that, if chosen, Proposer(s) will be able to provide the proposed products and services during the period of time discussed in this RFP.

3.04 PROPOSAL FORMAT AND CONTENT

The proposal should be organized into the following major sections to facilitate analysis of responses:

1. Title Page – The Title Page must show the RFP subject, name of the Proposer(s), address, telephone number, email address, and the date. Proposer shall also acknowledge any addenda issued on the City's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
2. Table of Contents
3. Executive Summary – This part of the response to the RFP should be limited to a brief narrative highlighting the bidder's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotes and should be no more than one page.

4. **Company Background** – Provide proposer’s background in relation to this RFP so the City can evaluate the proposer’s financial stability, track record and its ability to support the commitments set forth in response to the RFP. Also include information for the software vendor’s third party implementation partners on a separate sheet, if different. The City, at its option, may require the proposers to provide additional supporting information and/or clarify requested information. Please provide biographies of key staff members, including the company’s president, client services manager, development manager, and project manager. The City also seeks biographies of staff members who will be involved with the City’s implementation. Include key facts about each person, such as length of employment with the proposer, job responsibilities, previous work experience, and certifications held.

If the proposer(s) had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the proposer’s non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated and such litigation determined the proposer(s) to be in default. Submit full details of all terminations for default experienced by the proposer(s) during the past five years, including the other party’s name, address, telephone number, and email address. Present the proposer’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposer’s proposal if the facts indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the proposer(s). If no such terminations for default have been experienced by the proposer(s) in the past five years, please specifically state this. If the proposer(s) had a contract terminated for convenience, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe, in detail, all such terminations, including the name, address, telephone number and email address of the other contracting party. A proposer’s response that indicates that the requested information will only be provided if and when the proposer is selected is not acceptable. Restricting the proposer’s response to include only legal action resulting from a termination for default is not acceptable.

5. **Client References** – Proposers should provide a list of all of their local government clients in Oregon. Also a list of at least five (5) references, with current contact information, which are similar in size and complexity to the City of Oregon City, and have implemented the proposed system within the past two (2) years in a comparable computing environment. Additionally, references should be utilizing a recent version of the proposed software. Regional clients are preferred, but the City understands this may be difficult, and inability to provide regional clients will not impact any evaluation of the proposal. Please inform references that they might be contacted by the City. The City will not work through a proposer’s reference manager to complete a reference. The names, phone numbers and email addresses of the project manager or person with broad knowledge of the project must be listed for each reference.

Third-party software vendors or implementation firms providing products or services as part of this RFP should provide at least five (5) public sector client references. Ideally, references should be similar in size to the City and have a similar implementation scope.

6. Recommended Hardware and Operating System Requirements – Proposal must present, in detail, the recommended hardware or cloud environment required to utilize the proposed software. List the operating system software required to support the recommended computing environment. List any additional proposers' software products required to support your proposed application software. Also disclose what percentage of your current customers use the recommended platform. The proposer(s) must propose and install the software required to support the applications installed. Workstations, printers or changes that may be required to support the new environment (i.e., electrical, upgrades to the existing network, etc.) will be the responsibility of the City. Fault tolerant equipment is not required, however, "high availability" is desired (i.e., a system design protocol and associated implementation that ensures a certain degree of operational continuity during a given measurement period). Third-party equipment required to complete the proposed configuration is to be provided and installed by the proposer(s).
7. Features and Details of Proposed Software – The proposal must include, in detail, features and capabilities of the proposed software. The proposal must list and describe all proposed modules. Proposer must explicitly state the software module name(s) and versions proposed as part of this solution. Please provide an explanation as to how the proposed solution addresses the requirements described in this RFP. Responses should address all items identified, as well as other optional features recommended. The Proposer(s) should highlight features and capabilities that support the strength of the proposed solution. If the proposal does not include all required applications, clearly indicate which are being or not being proposed.

The level of modular integration that exists between proposed modules should be clearly described. Additionally, the level of integration that exists between proposed third-party products and the main software should be addressed. Workflow tools included in the software should be highlighted in the proposal. A complete list of technical specifications is required.

The proposal must include descriptions of the customization capabilities, including the ability to add fields and tables. Proposers will describe the data modeling and the reporting capabilities of the system being proposed. Include the level of user expertise necessary to independently create reports and whether or not they can be saved, shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format). System users expect advanced reporting with analysis capabilities. Please also offer a short description about how your company's reporting solution can meet the reporting requirements of the Government Accounting Standards Board and develop Comprehensive Annual Financial Reporting statements. The reporting program should help the City systemize and speed the development of reports for management-level employees and elected decision makers. Describe how your organization's reporting package can support these efforts.

Explain whether or not the proposed system is capable of running in a virtualized environment and how many clients have this implemented.

8. Project Costs and System Procurement Options – Proposal should provide a fixed price proposal to perform or cause to be performed all requirements described in this RFP, within the time specified by the initial project implementation plan. Proposer(s) shall

set forth their fixed price, along with all alternates and exceptions, if any. Services shall be quoted as “not to exceed” prices. Proposals that do not address this may result in disqualification. Proposers that do not provide all expected costs will be disqualified.

Pricing should be broken down so that the City can see the actual cost for the separate tasks and deliverables listed in the project plan. If there are other project costs, exceptions, exclusions or alternates, please provide further explanation on a separate page, including how those other project costs, exceptions, exclusions or alternates affect the project price.

Each vendor’s cost proposal should include detailed information on the following key categories:

- a. License fees for each application and supporting programs (reporting programs, etc.)
- b. Training fees for each application and supporting programs (reporting programs, etc.)
- c. Hardware and system software fees
- d. Implementation services fees divided into: 1. Project Management 2. Technical services 3. Parallel testing/production user assistance 4. Data conversion 5. System staging
- e. On site installation and technical staff training fees
- f. Annual maintenance fees and costs of future upgrades
- g. If a proposed solution has options for in-house hosting by the City and for an outsourced hosted solution, these costs must be identified and clearly described to include: start-up cost, and any annual fees. The City may request more information on the advantages or limitations of each option.

By submitting a cost proposal, the proposer represents and declares that it has carefully examined this RFP, all project requirements, project conditions (including hardware, software and physical conditions) affecting the performance of the work and that if its proposal is accepted, the proposer(s) will fully satisfy the requirements of this RFP at the price stated. Include the total price for all software, services, and additional costs to acquire all software and services referenced in the proposal, including third-party prices. If third-party products or services are included, do not provide separate versions for each third-party product.

Do not use “To Be Determined” or similar annotations for cost estimates. The City is asking proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

Proposers may submit additional pricing sheets as an addendum. Every proposer must describe the licensing structure (i.e., based on number of users, number of citizens, etc.) and document the complete costs for licensing, installation and ongoing support of their proposed systems. Provide as much detail as possible.

In the proposal, include any procurement options available, including extended payment options for implementation of the project. Proposers should include

information about any installment payment plans available for the fixed costs of the project.

9. Database Conversion Services – The system must be able to utilize accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary data conversion and importation from current systems to provide historical views data. The proposer(s) shall be responsible for the accurate documentation of the current location, file, field, and library names for the data, which will be necessary to populate the Licensed Application Software. The proposer(s) will be responsible for the accurate conversion of the City's current data in machine-readable form from the current hosted software databases currently in use for the City, as required by the Licensed Application Software. The proposer(s) will be responsible for writing and executing all the necessary conversion programs subject to final approval by the City. The City shall make all necessary data available to the proposer(s) to perform this data conversion effort.

Discuss in detail any prior experience converting specific modules of Tyler Eden software to the proposed software, identifying any module / files that have not been successfully converted. For the purpose of this proposal, the proposer should assume that the conversion will include a minimum of five (5) years of historical data.

10. Implementation Plan – Project Management services are a critical component of this project as City resources are minimal and reasonable help from the vendor(s) will be required in order to successfully implement this system. To ensure the project remains on time and within budget, and occurs without unacceptable interruption of essential financial services, the City requires the selected vendor(s) to assign a Project Manager to oversee the entire implementation project. This person will work with City staff to ensure the project is executed on time and within budget. Staff utilized by the vendor must have sufficient expertise related to installation of the applications and to training in the operation of those applications, so as to be highly effective in their respective tasks. Work performed unsatisfactorily will be repeated by the vendor(s) until successful at no additional charge to the City.

The vendor(s) will design a weekly progress status report form covering the period of time between contract signing and the Letter of Completion. The progress report must include current progress against the project plan, itemize the activities accomplished since the previous progress report, the specific activities planned for the following week, and any problems which have occurred or are anticipated. The form's design and adequacy will be subject to City approval. Progress reports will be prepared weekly by the vendor(s), and sent via email to the City's Project Manager. Meetings will be held weekly with the City's Project Manager and vendor's Project Manager to discuss the report and any other issues that arise. Progress reports will be discontinued when the City, in its sole judgment, deems the project to be complete and in conformance with the contract documents.

The proposal must include a project implementation plan, including an activity by activity critical path calendar day project schedule, including logic ties to each activity. This section should address all key phases including, but not limited to, project planning, installation, configuration, data conversion, testing, rollout, and support. This implementation plan should include:

- a. The critical path schedule, including a description of each proposed phase, milestone and associated deliverable
- b. Contract time in calendar days from 'Notice to Proceed' to 'Notice of Completion'
- c. Deliverable due dates
- d. Critical meetings
- e. Detailed tasks
- f. Proposed phases
- g. An overview of services proposed for analyzing the City's existing business processes and how they will translate into the proposed system
- h. Task owner(s)
- i. Detailed project planning process/methodology
- j. Organizational change management methodology
- k. Project risk management/mitigation
- l. Conversion support plan
- m. A table listing City staff assignments and proposed labor hours for all tasks
- n. A table listing vendor staff assignments and proposed labor hours for all tasks
- o. Project dependencies
- p. Periods of unavailability

Pricing for implementation services should include all costs associated with a successful and complete installation and configuration of the system, and all associated implementation tasks. Provide an overview of services proposed for changing the City's existing business processes.

The City acknowledges that some software companies partner with implementation specialists for technical and training supports. This practice is acceptable. However, the vendor(s) shall disclose the legal name of those companies providing supplemental support and describe the services each third-party implementation company provides. Please provide the hourly rate for implementation consultants. Note: The City acknowledges that it does not possess the staffing necessary to complete the entire installation alone. The vendor(s) shall work in conjunction with the City's employees.

11. Training and Documentation – The City seeks comprehensive installation and training services. It is the City's intention that the selected vendor(s) shall provide project management, technical installation expertise, and training to help alleviate employee stress and speed employee acceptance and usage of the new system. The City believes that thorough training is necessary for the success of the system implementation. Training sessions may be recorded by the City and shall become the property of the City.

Describe your proposed training program for system users and system administrators along with documentation that is included (i.e., training manuals, technical manuals, user guides, data element dictionary, and context-sensitive online help text with customizable screens). The vendor(s) must establish and implement a training program to teach the skills and knowledge necessary to effectively use the technology being proposed. Once the system is installed, the vendor will be required to return and provide advanced training for both end users and system administrators within approximately ninety (90) days after final system acceptance.

Trainers shall be experienced and knowledgeable in the specific application software they are teaching and shall be familiar with the procedures in similar environments to the City. The City may request a replacement trainer if, in the opinion of the City, there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. When the vendor receives notification that a particular training session was ineffective because of the qualifications or techniques of the trainer, the City will be entitled to withhold payment until a makeup session with a qualified trainer can be completed.

The vendor(s) must provide a detailed plan for training. This information should include:

- a. Overview of the proposed training plan and strategy, specifying how and when training is to be delivered for both on-site and off-site training, web training services for the core project team, end users, and technology personnel.
 - b. Description of the role of City and vendor's staff for training, including the design and implementation of the training plan, development of training materials, and level of assistance with training.
 - c. Descriptions of classes/courses proposed in the training plan. Vendor should specify the unit of measure for its training (i.e., units, classes, days, etc.) and define the hours associated with these units of measure. The vendor must be very clear about exactly what training courses are included in the cost of the proposal and for whom (i.e., finance, payroll, cashier, etc.)
 - d. Written overview of task sequences.
 - e. Options for ongoing training. Indicate locations, frequencies, topics, and budget estimates for ongoing training.
 - f. Operating and maintenance manuals that will be provided, including how those would be accessed by end users, and providing a sample of the formats of those documents.
12. Software Licensing – Include pricing for all items including, but not limited to, all database server licenses, or hosted services, client licenses, web licenses, report generators, third-party software (if any), and any add-ons or toolkits that may be required to facilitate full use of the system proposed.
- a. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external internet user(s), query versus user, etc.)
 - b. Identify how costs are determined for adding additional users after the initial purchase
13. Maintenance, Support Services and Enhancements – The vendor(s) must be cognizant that the City resides in the Pacific Time zone and must be able to provide knowledgeable and timely product support for this area. The vendor(s) will be responsible for providing ongoing user and technical support during the City of Oregon City's normal business hours, which are 7:00 AM to 6:00 PM, Pacific Time, Monday through Friday, with after-hour emergency support available. Specify support options for after hours and weekends. The vendor(s) must also disclose how it solicits feedback

from its customers and incorporates the information into the software. Also describe the testing process for patches, updates, and releases.

The support must be available in a variety of areas including, but not limited to, installing and configuring product updates as they become available, addressing product inquiries and product errors in a timely manner, and providing documentation for product upgrades and using client feedback to determine product enhancement priorities. Please include a copy of a support and maintenance agreement and an internal support staffing plan.

The City is interested in a five (5) year commitment from vendors in a maintenance agreement with prices capped at the CPI index. The City desires to partner with a technology company providing top-quality customer services. Please provide information about the support your organization provides, including:

- a. Phone and web-based help, including the hours available
 - b. Tracking system for ensuring requests are promptly addressed
 - c. Problem reporting and resolution procedures
 - d. Any special support plans, including support for older versions
 - e. Frequency and delivery mechanism for new software releases
 - f. Notification and delivery method for bug fixes and patches
 - g. Methodology of integration of any client modifications with new versions, upgrades or enhancements.
14. **Process Controls and System Security** – The system should provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence. Describe the system security controls in place to prevent unauthorized access to the database, maintain database process controls, and log all database transactions. In addition, describe how the system limits access to application software screens, data elements, and the contents of data elements based on individual roles. The proposer(s) should include a detailed description of the proposed system's security model; including the type of intrusion monitoring that is contained/enforced to limit possible threats. Describe the security setup and configuration process, along with the ongoing maintenance and support requirements for the City. Include whether or not it integrates with Microsoft's Active Directory.
15. **Other Features** – Identify which mobile devices will interface with proposed software and if they can be used wirelessly or must be manually synced. The system must permit the import and export of information to and from other systems. This would enable reports and queries to be run against this data. Explain the capabilities your system provides in terms of integration and export capabilities to third-party products and whether additional licensing, training and support costs are involved in the export of data from the system proposed to third-party software applications. Refer to Exhibit I for a list of various interfaces the City uses.

16. **Modularity and Phase Approach** – The system must be modular in design so that new application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances. Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality. Describe your approach to phasing in the applications required, including the order they would be implemented, how they would be grouped and why. Also explain what level of redundant data entry processes would be necessary during a phased implementation and the potential impact on staff resources. A phased approach would require that newly implemented applications be able to interface with applications that have not yet been converted. Describe how this would be handled.
17. **Acceptance Testing** – Describe your methodology for acceptance testing and the criteria to be used for final system acceptance (after installation, testing and “go live”). Once the hardware and Application Software have been delivered, installed and configured, and the vendor has converted any relevant City data and trained the designated City resources to operate the basic components of the Licensed Application Software, the testing period can begin. During this time the vendor(s) shall provide access (at no additional charge) to a qualified technician, either on site or via telephone. This technician will assist the City in testing of the applications. If any part of the Licensed Application Software and integrated subsystems should fail (i.e., not perform according to the function and feature required), the City may designate that portion as a project for completion at a later date and apply other remedies as may be available. If one or more portions of the Licensed Application Software are designated for later completion, the vendor shall proceed with completion of all other functional portions of the Licensed Application Software. Sixty days after “go-live”, a list of remaining issues will be compiled. Final acceptance will take place after these non-conforming elements are corrected, except for minor or inconsequential problems at the sole discretion of the City.
18. **Additional Information** – Proposer should include sample copies of vendor forms including but not limited to software licensing agreement, maintenance agreement, contracts, standard reports, user guides, project plans. Proposal should also include samples or screen shots of entry screens, menus screens, journal entry screens, report screens, etc.

IV – EVALUATION

4.01 EVALUATION METHOD

The City will evaluate all proposals deemed responsive to this RFP by a committee selected by the City. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Following the evaluation committee's analysis of the written proposals and discussions, the responses will be ranked to establish the highest score. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarification from firms submitting proposals. Proposers may be asked to provide onsite demonstrations. Discussions and negotiations may take place with the short list of proposers to ensure clarification and to obtain a best and final offer. The designation of a finalist will be based upon the proposal that is determined to be the most advantageous to the City. Negotiations will then take place with the finalist. If the negotiations result in a satisfactory agreement, a contract will be recommended to the City Commission for review and approval. If negotiations with the finalist are not satisfactory, the City will again review the proposals and identify a new finalist, or the City may discontinue this project, or may issue a new RFP.

4.02 EVALUATION CRITERIA

The intention of the City is to procure functionally complete, cost effective and integrated software applications. The City will review all proposals as part of a documented evaluation process. Proposers not originally selected may be selected at a later date. The sole purpose of the evaluation process is to determine which solution best meets the City's needs.

The criteria that will be used to evaluate proposals shall be as follows:

- a. Ability to meet the City's desired functional and technical requirements
- b. Proposer's qualifications and experience
- c. Quality, clarity, and responsiveness of proposal in conformance with instructions
- d. Cost and quality of software including life expectancy, implementation services, and proposed payment plans for project
- e. Ongoing licensing and maintenance costs
- f. Timeliness, professionalism and responsiveness of support
- g. Demonstrated performance of proposed system
- h. Demonstrated success in converting and integrating historical data from Tyler Eden systems
- i. Implementation strategy and timelines
- j. Compatibility with current and future technological requirements
- k. Capacity, flexibility and ability of proposer to perform contract in timely manner and on budget
- l. Adequate staff to allocate to project with applicable backgrounds and experience
- m. Proposer's financial stability
- n. Onsite demonstrations
- o. Training plans

4.03 EVALUATION STRUCTURE

The evaluation process is not designed to award the contract to the lowest cost. Instead, it is intended to help the City select the vendor who provides the best value to the City, who

provides the most responsive and responsible combination of attributes including price and based on the selection criteria. The City reserves the right to negotiate with the selected Vendor(s) to acquire the best combination of software applications and level of implementation assistance that best meets its needs within any limitations of available funding.

The evaluation committee is responsible for making the award recommendation to the City Commission, the final decision-making body. The decision to select software and service suppliers is solely that of the City. The award will be given to one or more responsible vendor(s) qualified by experience to perform the services specified herein.

V – CONTRACT TERMS AND CONDITIONS

5.01 STANDARD TERMS AND CONDITIONS

Below are standard contract terms and conditions that the City expects to be part of any agreement with the Vendor(s). Responding to this RFP implies your willingness to comply with each condition. Any exceptions to these conditions will need to be noted by the Proposer in the RFP. Contract terms in the final agreement should include, but not be limited to, those listed below. A copy of the City's Personal Services Agreement is attached as Exhibit II.

5.02 APPLICABILITY

The provisions of this RFP, including but not limited to these terms and conditions, will be made part of each agreement resulting from this solicitation. The City may amend or revise these terms depending on the individual proposals or as a result of negotiations. No RFP is accepted until the final contract terms are approved by the City Commission.

5.03 PAYMENT

Payment for the ERP System and for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement (the "Agreement"). Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers. City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Any reimbursement for expenses, as allowed in the agreement and that are included in the invoice, must be supported with attached billing for such expenses.

Amounts disputed by City shall be made known to Consultant within thirty (30) days after receipt of such invoice and the City shall pay to Consultant the undisputed portion of the invoice and disputed amounts may be withheld pending settlement. If the City fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the City's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement. Implementation services will be paid on a not-to-exceed basis, only on a deliverable completion basis, meaning the City will pay only when the Vendor(s) has satisfactorily completed mutually agreed upon payment deliverable. City shall not pay any amount in excess of the compensation amounts set forth in the Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes. In addition, the City may apply a retention rate of 10% to all service payments with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase. Acceptance testing will be completed before final payment is made.

5.04 SOFTWARE LICENSE

The Vendor(s) shall grant the City a perpetual, nontransferable, nonexclusive license under the terms of the Agreement to use the ERP System on its network, or on an externally hosted network, or as part of a software as a service model. The City shall have the absolute right to upgrade or replace any equipment in the network and continue to use the ERP System on the network. The City shall not be required to pay the Vendor(s) any additional licensing fee or other fees as a result of using the ERP System in conjunction with the upgraded or replacement equipment on the network.

5.05 SOFTWARE MAINTENANCE FEES

The City requests a five (5) year commitment from the Vendor(s) in a maintenance agreement with price increases capped at the CPI index.

The annual maintenance agreement includes all technical support services, software maintenance services, licensed application software upgrades, fixes and enhancements. The fees will commence one (1) year after the successful implementation and the issuance of the Letter of Completion. As long as the City is current on maintenance, migration to a new product with similar functionality by the same Vendor(s) will be at no additional cost, with exception to any additional licenses, if needed.

5.06 ADDITIONAL USERS AND MODULES

The City will require price protection for a minimum of two (2) years from the effective date of the final acceptance of the project for additional City users and modules that are listed on the RFP, but are not initially purchased.

5.07 KEY DELIVERABLES AND LIQUIDATED DAMAGES

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner may result in the assessment of liquidated damages up to \$1,000 per day. Other key deliverables (Design Document, GO Live Date, and any other deliverable that can be deemed substantially the responsibility of the Vendor(s)) may also be subject to the assessment of liquidated damages if the Vendor(s) misses these key timeframes.

The contract will include the following scope of Vendor(s) services:

- a. All services and work necessary for the implementation of all Licensed Application Software, subject to the Project Schedule and meeting the Project Task Requirements to completion;
- b. All training and documentation as required;
- c. Continuing Software Maintenance Services;
- d. Continuing Technical Support Services;
- e. Software Warranty (which will remain in effect as long as maintenance is current);
- f. Data Conversion;
- g. Except as otherwise specifically stated in the contract, Vendor(s) shall furnish all labor, materials, equipment, products, tools, transportation and supplies required to complete the project.

5.08 DOCUMENTATION AND COPYRIGHT

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the City. Programs shall be completely documented, including the file layout. The City may, at its sole discretion, waive title to any portion or all data and analyses.

5.09 INTELLECTUAL PROPERTY RIGHTS

The Vendor(s) will indemnify and hold harmless the City from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented, or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the Vendor(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.10 CONTRACTUAL GUARANTEES

By submission of a proposal, the Vendor(s) certifies that the prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other Vendor(s). The Vendor(s) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The Vendor(s) has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the City. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.11 WARRANTY

A warranty is sought for both the software and implementation services. It is assumed that Vendor(s) have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process and in addition to the below stated, must meet requirements of the attached contract agreement.

- a. **Implementation Services Firm-** The City also requires a warranty for the services (i.e., work products, developed modifications and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules. The Vendor(s) and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response and warranted by the software Vendor(s).
- b. **Compliance with State and Federal Audit Requirements-** As long as the City maintains continuous support for the Licensed Application Software, the Vendor(s) shall ensure that all application software will comply with any and all current State and Federal audit requirements, such that the City will not be liable for program flaws which may violate any such requirements.

- c. **Warranty of Performance-** The Vendor(s) warrants that the Licensed Application Software will perform error free in accordance with its specifications and requirements as set forth in the contract, if properly used in the operating environment. The Vendor(s) warrants that all components are interoperable and the configuration is complete and suitable for the purpose and use specified by the City. The Vendor's warranty of performance shall be based on the specifications, terms and conditions contained in the contract as a whole, including Attachments, the RFP and Change Orders. Any future upgrades will have no adverse impact on the interoperability of the Licensed Application Software. This Warranty of Performance and other Provisions of this contract shall supersede and replace the provisions of any other document enclosed with or accompanying any packaged software documentation provided by the Vendor(s).
- d. **Software Warranty-** The selected software Vendor(s) will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response will become part of the selected Vendor's software license and the software Vendor(s) will warrant to the requirements. At no charge to the City, the Vendor(s) will promptly correct errors so that the software at all times meet all technical and other requirements of the contract. Any Vendor(s) inability to promptly correct a defect in an application or provide a replacement product shall constitute a material breach of the agreement and the City may pursue all available remedies, including, but not limited to a refund of all Software license fees. The selected Vendor(s) must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional and technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all modules/suites/applications included in the implementations.

In the event the Vendor(s) ceases to provide maintenance and support for the Licensed Application Software (including any Vendor(s)-supplied updates) for reasons other than the City's failure to pay maintenance fees, a current copy of the Source Code for the Licensed Application Software with complete system documentation will immediately be provided to the City in order to ensure continued maintenance.

No City or Vendor(s) employee has the authority to bind either party to any oral representation or warranty, unless specifically identified as the agency's authorized representative.

5.12 CHANGES

The scope of the project can only be modified through an executed written Change Order document agreed to and signed off by the City and the Vendor(s). The City or the Vendor(s) may request such changes in writing and shall specify:

- a. The nature of requested change or modification to the contract in detail;
- b. How the proposed change or modification impacts the contract and Project Schedule;
- c. The specific reason for the proposed change or modification;
- d. The name and signature of the City or Vendor(s) representative proposing said change or modification.

The mutually agreed upon changes would then be made to the Project Schedule. If a Change Order request is made by the City, the Vendor(s) shall provide a written response to each change or modification requested and provide a written quote within ten (10) working days following receipt by the Vendor(s) of the City's request, including schedule impacts. If a Change Order request is made by the Vendor(s), the City shall within ten (10) working days provide a written response to each change or modification requested. Neither the City nor the Vendor(s) is under any obligation to accept a proposed Change Order. Acceptance of a Change Order request is subject to compliance with the City's current purchasing policies. Upon acceptance of a Change Order, and it being fully executed by both parties, it shall become part of the contract.

5.13 COMPLIANCE WITH APPLICABLE LAW

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.320 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

5.14 PROFESSIONAL STANDARDS

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

5.15 DEFAULTS

Any failure to perform or fulfill any provision of this contract shall be a default. City shall give Vendor(s) written notice of any default and Vendor(s) shall have 30 days to cure the default, and if the default is not cured within 30 days of written notice describing the default, Vendor(s) shall be in breach of the contract. In the event of a material contract breach by the Vendor(s), including if Vendor software application fails to perform as required, the City shall have the right to recover from the Vendor(s) damages attributable to the breach by the Vendor(s), including recovery of all fees, license costs and other monies paid by the City under the Contract and consequential damages recoverable under tort law principles. In the event the City is ultimately determined in material breach of its obligation under the contract, Vendor(s) shall recover money due under the agreement and contract damages, if any.

5.16 INDEMNITY AND INSURANCE

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

Vendor(s), or the agents, consultants or employees of Vendor(s) provided pursuant to this Agreement.

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

- a. **Workers' Compensation Coverage.** Vendor(s) certifies that Vendor(s) has qualified for workers' compensation as required by the state of Oregon. Vendor(s) shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days advance written notice to City. All Vendor(s) shall maintain such insurance.
- b. **Comprehensive, General, and Automobile Insurance.** Vendor(s) shall maintain comprehensive general and automobile liability insurance for protection of Vendor(s) and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Vendor(s)'s operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Vendor(s).
- c. **Errors and Omissions Insurance.** Vendor(s) shall provide City with evidence of professional errors and omissions liability insurance for the protection of Vendor(s) and its employees, insuring against bodily injury and property damage arising out of Vendor(s)'s negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Vendor(s) shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

5.17 ARBITRATION

Any dispute arising out of or under this Agreement shall be determined by binding arbitration. The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

- a. If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

- b. If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.
- c. Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.
- d. Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

5.18 TERMINATION FOR DEFAULT OR FOR CONVENIENCE TO THE CITY

If the City terminates this agreement for cause, the City may, by written notice of default to the Vendor(s), terminate contract in whole or in part if the Vendor(s) fails to:

- a. Maintain the staffing levels as outlined in the Statement of Work, deliver the deliverables or perform the services within the time specified in the contract or any amendment thereto;
- b. Make progress, so that the lack of progress endangers performance of the contract;
- c. Perform or observe any of the other provisions of the contract.

The City's right to terminate the contract may be exercised if the failure constitutes a material breach of the contract and if the Vendor(s) does not cure such failure within the time frame stated in the City's Notice to Cure, which in no event shall be less than fifteen (15) days. In addition to the terms listed below, termination provisions may be further listed in the contract.

If the Agreement or contract is terminated for cause, the City may require the Vendor(s) deliver to the City, as directed by the City, any completed or partially completed deliverables, related to the terminated portion of the contract, and any plans, working papers, forms, documentation formats, etc., necessary for understanding of the deliverables of services. Upon direction of the City, the Vendor(s) shall also protect and preserve property in its possession in which the City has an interest. The City shall pay contract prices for completed deliverables delivered and accepted. Failure to agree will constitute a dispute under the "disputes" clause. The City may withhold from these amounts payable to Vendor(s) any sum it determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If, after termination, it is determined by a final ruling in accordance with the "disputes" clause that the Vendor(s) was not in default, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

The contract may be terminated in whole or in part, by the City whenever it is determined that such termination is in the best interest of the City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date") after the City shall have delivered to the Vendor(s) a notice specifying the extent to which provision of services under the contract are terminated. Any termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

5.19 INDEPENDENT CONTRACTOR STATUS

Vendor(s) shall be free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results. Vendor(s) is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Vendor(s) shall furnish the tools or equipment necessary for the contracted labor or services. Vendor(s) agrees and certifies that:

- a. Vendor(s) is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement;
- b. Vendor(s) is not eligible for any federal social security or unemployment insurance payments. Vendor(s) is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Vendor(s) under this Agreement;
- c. Vendor(s) has filed federal and state income tax returns in the name of the business as part of the personal income tax return for the previous year for labor or services performed as an independent contractor in the previous year;
- d. Vendor(s) agrees and certifies that it is licensed to do business in the state of Oregon and that, if Vendor(s) is a corporation, it is in good standing within the state of Oregon. Additionally, Vendor(s) is required to obtain a City of Oregon City Business License.

5.20 NO THIRD-PARTY BENEFICIARIES

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

5.21 PAYMENT OF LABORERS; PAYMENT OF TAXES

Vendor(s) shall:

- a. Make payment promptly, as due, to all persons supplying to Vendor(s) labor and materials for the prosecution of the services to be provided pursuant to this Agreement;
- b. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement;
- c. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished;
- d. Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Vendor(s) under this Agreement and, unless Vendor(s) is subject to

- back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Vendor(s)'s federal or state tax obligation;
- e. Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

If Vendor(s) fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Vendor(s) by reason of this Agreement. The payment of a claim in this manner shall not relieve Vendor(s) or Vendor(s)'s surety from obligation with respect to any unpaid claims. Vendor(s) and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

5.22 INTEGRATION AND CONTRACT PROVISIONS

These terms and conditions mentioned herein or incidental hereto are integrated with the contract, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof. This RFP and the successful proposal shall be incorporated into any contract resulting from this solicitation. To the extent necessary, the City may rely upon those documents to determine the intent of the contract, but the specific terms shall be set forth in a final contract agreement negotiated as part of finalizing the RFP process.

5.23 LEGAL EXPENSES

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

5.24 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.

5.25 NUMBER AND GENDER

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

5.26 CAPTIONS AND HEADINGS

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

5.27 HIERARCHY

The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

5.28 CALCULATION OF TIME

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

5.29 NOTICES

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

5.30 NONWAIVER

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

5.31 INFORMATION AND REPORTS

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

5.32 CITY'S RESPONSIBILITIES

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

5.33 AUTHORIZATION

The person signing this Agreement on behalf of Vendor(s) hereby covenants and warrants he or she is authorized to do so and that his or her signature will fully bind Vendor(s) to the terms and conditions of this Agreement. Upon City's request, Vendor(s) shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

5.34 NONAPPROPRIATION OF FUNDS

The complete installation of the enterprise Resource Planning System is contingent on budgetary funding from the biennial City Budget. Funding may be allocated in phases over several fiscal years or biennial budgets. In the event that sufficient funds are not appropriated for the contract payments required to be made in future fiscal years, then the City at its sole discretion may terminate the contract at the end of the current fiscal year, without penalty or additional expense. If non-appropriation occurs, the City agrees to

deliver written notice to the Vendor(s) of such early termination at least 30 days prior to the end of the current fiscal year.

5.35 EQUAL OPPORTUNITY EMPLOYER

The City of Oregon City is an equal opportunity employer, and all Vendors are required to be equal opportunity suppliers or contractors as defined by all applicable state and federal laws and regulations.

5.36 LETTER OF COMPLETION

The City will provide the Vendor(s) with a Letter of Completion confirming that Vendor(s) has fully implemented the purchased applications and related services when:

- a. The Vendor(s) has met all requirements of the contract, including completion of all services and work necessary for installation of all licensed application software, subject to the Project Schedule and meeting all of the Project Task Requirements for project completion.
- b. The Vendor(s) has provided training to the City as required by the contract.
- c. The Vendor(s) has provided all licensed application software to be purchased under this contract, along with web application or third party integration software, as set forth in the contract and all technical and user documentation relating to all licensed application software.
- d. All required Acceptance Testing is complete and accepted by the City.
- e. All licensed application software covered by the contract is installed and operational.
- f. Documentation is presented to the City representing a complete system backup of the application software and data.
- g. All Software Maintenance Services and Technical Support Services are in place and functional.

5.37 NEWS RELEASES

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior, written approval of the City.

EXHIBIT I

TECHNICAL SPECIFICATIONS AND STATISTICS

Please address each of the following specifications as it relates to your product's specifications. If your system cannot meet these requirement please note the deficiencies.

1. Processing Environment: A preferred or specific hardware platform will not be specified in an effort to obtain the widest range of software solutions to meet the City's information processing needs.
2. Database: The database design should be SQL-based or compatible. Table and column names should be intuitively labeled and linked columns should be consistently named.
3. Real-Time Mode: Applications are expected to run in real-time mode. Mobile solutions must address real-time permit requests-updates from the field. Historical transactions will be used to drive reporting and interaction among systems. The system should support an unlimited number of years of history with no performance degradation as history grows.
4. Login: System must use unique, singular logins for users that can be grouped with varied expiration dates and provide detailed audit trails required by the City's auditors.
5. Tables: Dynamic tables must be used where applicable to preclude repetitive entry for validity checking and to eliminate program code changes when rules are changed or added. Systems with flat, ISAM, COBOL or MS-Access based files will not be considered.
6. Work Flow: The system should provide work flow capabilities in all applications, with user-defined business rules, processes and securities. It should allow for an unlimited number of steps/approvals/notifications on any single work flow.
7. Security: Security must be detailed and provide several levels, including application, processes, menus and every field. In addition to individual user securities, the system should also allow for easy grouping of users to minimize security set-up.
8. Support: The selected vendor(s) must be able to provide timely and adequate telephone support during the City's normal business hours. Vendor(s) support must deal with issues related to adjunct third-party software. Vendors will also deal with database issues that preclude functionality of their products. The City intends to rely solely on the application vendor(s) as its support source. Please note your average response time and your methodology for prioritizing calls.
9. Hardware: Proposals are for software only. Please list all hardware requirements. The City intends to acquire, implement, and maintain its own hardware and network.

CURRENT ENVIRONMENT

The current software the City uses for Financials, Permits, Planning, Development review, Business Licensing, and Utilities has some challenges. Some of the issues staff currently is experiencing with our current system are:

1. Staff finds it hard and time consuming to use

2. No direct links between licensing, permits, changes in business uses exist for verification during application or development process
3. Changes to Fees and rates are consuming and not intuitive
4. Permitting process and modification of workflows are confusing
5. There is no mobile component
6. Poor built-in GIS viewer or access module
7. Poor reporting of daily tasks, status, and overall executive-level financial reporting.

Each vendor submitting a proposal should evaluate the following list of likely interfaces. If it is unlikely that the functionality provided below can be provided by the vendor's software, the cost of an interface to these systems shall be included in the cost of the proposal. Any interface not available should be specifically explained in the proposal. Vendors must be specific as to how the functionality will be performed.

Data	Source Application	Target Application
Import of meter reads	Text File	Utility Billing
Utility Bill Bank Drafts	Utility Billing	US Bank
Export W-2 State and Federal Tax Data	Payroll	State of Oregon and Federal online sites
Export 1099 State of Oregon & Federal Data	Accounts Payable	State of Oregon and Federal online sites
Export Quarterly State of Oregon Tax Data	Payroll	State of Oregon
Export Retirement Data	Payroll	State of Oregon PERS site
Import Property Parcel Information		Clackamas County
Acquire Spatial-Related Data in Real Time to Display Data Fields (addresses, legal lots, parcels, certificates of compliance, census tracts, etc.)	GIS (ESRI ArcGIS)	
Export Positive Pay Data	Accounts Payable	US Bank, Wells Fargo
Export ACH Payments	Accounts Payable	US Bank, Wells Fargo
Import Customer Payment Data from Payment Services, or Credit/Debit Card Payments Made Online or Via Automated Phone System	Checkfree, Online, Lockbox	Utility Billing Module, Cash Receipting, Accounts Receivable Module
Import ACH Payments for Accounts Receivable and Utility Billing	US Bank	Utility Billing Module, Cash Receipting, Accounts Receivable Module
Export Utility Billing File to 3 rd Party for Printing Utility Bills, Delinquent / Cutoff Notices	Utility Billing	3 rd Party Site
Import / Export Data from / to Excel, Word, Adobe, etc.	All Modules / Microsoft Office, Adobe Acrobat	All Modules / Microsoft Office, Adobe Acrobat

Export Information to City's Email, Calendar	All Modules	Microsoft Exchange
Export Customer Lien Information to Electronic Lien Docket	Special Assessments Module, Accounts Receivable Module, Utility Billing Module	Electronic Lien Dockets – 3 rd Party Site
Import Timekeeping Information	3 rd Party Software (Unless provided by Vendor)	Payroll Module
Import Electronic Permit Applications and Payments	State e-permitting, Viaklix	Permitting Module
Import Cash Receipting and Payment Information from Library System	Clackamas County Library Network (LINCC)	Cash Receipting
Import Applicant Information for Onboarding	Neogov	HR / Payroll Modules
Backflow Testing Utility Customer Information	Utility Billing	XC2

The following table contains data about the City's current operations by function. Vendors should refer to this table when responding to the business requirements.

General Ledger	
Number of Funds	17 City; 1 UR; 3 South Fork
Pooled Cash, Bank Accounts	3
Number of Accounting Periods	12 + multiple year end periods
Fiscal Year	July 1 – June 30
Accounts Payable	
Number of Vendors	Approximately 2,000
Number of Checks	Annually 6000 City; 300 UR; 600 South Fork
Frequency of Check Runs	Weekly

Budgeting	
Budget frequency	Biennial
Number of budget levels	3

Payroll	
Pay Frequency	Monthly, last working day of month, mid-month draw
Number of Employee Payroll	225 Direct Deposit, 2 Live Checks per month
Number of W-2's	309

Utility Billing	Number of pay codes 71
Types of services billed	Water, Sewer, Stormwater, Pavement Maintenance, Community Safety
Number of billed classes	7
Rate type	Flat and Volume
Inside / Outside rates	Yes
Winter / Summer rate changes	Yes
Billing frequency	Monthly
Average number of bills per month	11,000

Low income, budget billing	Yes
Bank, credit card recurring payments	Yes

Permitting & Inspection	
Annual Planning permits issued	550
Annual Building permits issued	2,500

Code Enforcement and Parking	
Code enforcement cases per year	1500 average

Other	
Business Licenses	3,500

ERP Contract

for software, training and implementation services

What is an ERP system?

enterprise resource planning (ERP)
a system of integrated applications
business process management software

Current ERP System – Tyler's Eden

Department	Function
Finance	vendor payments, budgeting, financial reporting
Payroll / Human Resources	payroll processing, applicant tracking, open enrollment
Utility Customer Service	service orders, meter reading, utility bills
Building, Planning and Engineering	inspections, permits, land management

- installed at the City on a DOS platform in the 1980's
- upgraded to a Windows platform in 2002

2017 – 2019 Commission Goals & Priorities

Goal 5 – Maintain Fiscal Health & Long Term Stability

- Priority – Permitting and Enterprise Resource Planning System Upgrades
 - Milestone – Replace existing permitting system
 - Milestone – Assess replacement options for remaining financial management systems

Timeline

January 2015	Planning, Building and Engineering initiated project
June 2015	included in FY 2015 – 2017 approved budget
January 2016	remaining departments joined project
July 13, 2016	issued an RFP for an ERP system to replace Eden
January 2017	City Commission Goal Setting
June 30, 2017	included in FY 2017 – 2019 adopted budget
July 19, 2017	request to award contract to Tyler

Tyler's Incode / Energov

Lake Oswego (2012)

West Linn (2015)

Gladstone (2017)

Milwaukie (2017)

Tyler's Incode / Energov

Automation of various functions that are currently reliant on manual processing, which include the budgeting, project accounting, fixed asset capitalization, and purchasing functions

Mobile applications for completion of inspections in the field

Citizen portal for management of accounts and payments

Employee self-service portal for timekeeping and benefit tracking

Integration between the cash receipting function and the various billing functions of the City which will eliminate redundancy

Integrated GIS functionality

Paperless processing across several functions

Contract Costs

	<u>FY 2015 – 2017</u>	<u>FY 2017 – 2019</u>
Building, Planning, Engineering	\$ 217,500	\$ 168,999
Finance		\$ 96,634
Payroll / Human Resources		\$ 53,677
Utility Billing		\$ 51,102
Other		<u>\$ 12,148</u>
TOTAL software, training and services		\$ 382,560

	<u>OLD system</u>	<u>NEW system</u>
TOTAL annual maintenance	\$ 119,196	\$ 102,312

Implementation Calendar

	Finance	Payroll / HR	Utility Billing	Permit / Land Management
Sep-17				
Oct-17				
Nov-17	Implementing			
Dec-17	Implementing			
Jan-18	Implementing			
Feb-18	Implementing			
Mar-18	Implementing			
Apr-18	Implementing			
May-18	Implementing			Implementing
Jun-18	Implementing			Implementing
Jul-18	Go-Live – July 1			Implementing
Aug-18		Implementing		Implementing
Sep-18		Implementing		Implementing
Oct-18		Implementing		Implementing
Nov-18		Implementing	Implementing	Implementing
Dec-18		Implementing	Implementing	Implementing
Jan-19		Go-Live – Jan 1	Implementing	Implementing
Feb-19			Implementing	Implementing
Mar-19			Implementing	Implementing
Apr-19			Implementing	Go-Live – April 1
May-19			Implementing	
Jun-19			Implementing	
Jul-19			Go-Live – July 1	

Additional Project Costs

Travel costs

Employee back-fill

Classroom training equipment / facility

Additional IT infrastructure

Additional Tyler products / services

Included in 2017 – 2019 budget

Questions?



City of Oregon City

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

Staff Report

File Number: 17-393

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Resolution

SUBJECT:

Resolution No. 17-20, Revocable Right-of-Way (ROW) Obstruction at 719 Molalla Avenue

RECOMMENDED ACTION (Motion):

Approve and adopt Resolution No. 17-20 for the issuance of pending Revocable Right-of-Way (ROW) Obstruction Permit (ROW Permit No. RW-17-0064) for OPI Real Estate 2 LLC.

BACKGROUND:

The porch and walkway currently attached to the house located at 719 Molalla Avenue is in the Molalla Avenue right-of-way.

A new concrete walkway was constructed to replace a deteriorated wood walkway that connected the house to the sidewalk on Molalla Avenue. The new concrete walkway is sloped and configured so that no handrails or guardrails are required. Oregon City Public Works staff has determined that the porch and walkway would not constrain the current public use of the existing sidewalk within the Molalla Avenue right-of-way.

OPI Real Estate LLC is requesting a Revocable ROW Obstruction permit for the Gnome Grown Retail store located at 719 Molalla Avenue.

Oregon City Public Works staff confirms that the continued placement of the existing porch would not further constrain the current public use and accessibility of the sidewalk.

Tax Map 3-2E-05BB Tax Lot 00300 OPI REAL ESTATE 2 LLC

RESOLUTION NO. 17-20

**A RESOLUTION TO ALLOW PORTIONS OF A FRONT PORCH AND WALKWAY AS A
REVOCABLE RIGHT-OF-WAY OBSTRUCTION AT 719 MOLALLA AVENUE, OREGON CITY,
CLACKAMAS COUNTY, OREGON**

WHEREAS, a porch and walkway are currently attached to the house located at 719 Molalla Avenue, that requires the owners to request this approval for the porch and walkway in the Molalla Avenue right-of-way; and

WHEREAS, a new concrete walkway replaced a deteriorated wood walkway that connected the house to the sidewalk on Molalla Avenue; and

WHEREAS, the new concrete walkway is sloped and configured so that no handrails or guardrails are required; and

WHEREAS, Oregon City Public Works staff determined that the porch and walkway would not constrain the current public use of the existing sidewalk within the Molalla Avenue right-of-way; and

WHEREAS, the Oregon City Municipal Code 12.04.120 requires that permanent obstructions in a public street (or alley) right-of-way be approved by the City Commission by passage of a resolution; and

WHEREAS, following the resolution passage, Oregon City Public Works will issue a "Revocable Right-of-Way Obstruction Permit", RW 17-0064, for the existing porch and walkway and maintenance of the porch and walkway by the owner.

NOW, THEREFORE, OREGON CITY RESOLVES by the City Commission of Oregon City, Oregon, to approve Resolution No. 17-20 and approve the City Engineer to issue a Revocable Right-of-Way Obstruction permit, RW 17-0064, at 719 Molalla Avenue for a porch and walkway encroachments and maintenance of the porch and walkway by the owner.

Section 1. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 19th day of July 2017.

DAN HOLLADAY, Mayor

Attested to this 19th day of July 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



OREGON CITY

REVOCABLE

RIGHT OF WAY PERMIT

Public Works – Development Services

625 Center Street | Oregon City, OR 97045

Ph: (503) 657-0891 | Fax: (503) 657-7892

72 HOUR NOTICE REQUIRED FOR INSPECTIONS

THIS PERMIT EXPIRES upon removal of encroachment or revocation by the city resulting from Oregon City design standards or Code changes. (See OCMC 8.08.040.)

Permit No: **RW-17-0064**

Status: **pending**

Permission is hereby requested to encroach into public rights-of-way (ROW) to perform work as set forth below. It is understood that this application is limited to the work described herein and that all work is to be done in compliance with page 2 (provisions) of the ROW permit (www.oregoncity.org/publicworks/right-way-row-street-permits) and all other applicable rules, regulations and standards of the City. The permittee assumes full responsibility for said compliance, for acceptability of the work and for repair or replacement thereof if defective and for repair or replacement of any existing improvement damaged by this work. Standard details and the Pavement Cut Standards are available at www.oregoncity.org/publicworks/design-and-construction-standardsdrawings.

Job Address: 719 MOLALLA AVE
OREGON CITY OR 97045

Permit Description:

Revocable "Permanent Obstruction in Right-of-Way (ROW)" permit: existing front porch and walkway of house at 719 Molalla Ave.

Owner's Name: OPI REAL ESTATE LLC
Owner's Phone:
Owner's Address: 2575 SUMMIT DR
LAKE OSWEGO OR 97034

Submitted by: OPI REAL ESTATE LLC
Phone:

Fees:

<u>Description</u>	<u>Fee Amount</u>	<u>Description</u>	<u>Fee Amount</u>
4616-Non Core Parking Meter		4316 Pavement Cut Review	
4616-Core Parking Meter Fee		Core Parking Meter Fee addtl	
Non Core Parking Meter addtl		4338 Record documents at Cnty	274.00
4316 ROW Permit fee	151.00	4316 ROW for Code Enforcement	
4316 Temporary Obstruction ROW		4316 ROW Reinspect	
		Total fees:	<u>\$ 425.00</u>

Staff Comments:

**72 HRS. ADVANCE NOTICE MUST
BE GIVEN FOR INSPECTION**

- Exclusive of Saturdays, Sundays and holidays. Forms and subgrade must be inspected and approved before ordering Portland Cement Concrete or Asphaltic Concrete. Failure to obtain approval before proceeding with work may be cause for rejection. Any work to be done on a Saturday or holiday **MUST** be approved by the City at least 72 hours in advance.
(Normal City work hours)

**CONSTRUCTION WATER SHALL NOT BE TAKEN FROM A FIRE HYDRANT
UNTIL A FIRE HYDRANT PERMIT HAS
BEEN OBTAINED FROM PUBLIC WORKS (503) 657-8241.**

CUSTOMER NO.: 019696

ISSUED BY: _____
(CITY ENGINEER OR AUTHORIZED REPRESENTATIVE)

DATE:



OREGON CITY

Public Works

625 Center Street | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7892

RIGHT-OF-WAY PERMIT APPLICATION

Application
Date: 6/5/17

Work Site Information

Address: 719 Molalla Av Oregon City Cross Street: Mt. Hood St.

Applicant ☒ Responsible for Project (Permittee) ☒ Primary Contact

Business Name/Property Owner: OPI Real Estate 2 LLC

Contact Name: Christopher Meyn E-Mail: chris@gnomegrownretail.com

Mailing Address: 2575 Summit Drive City, State & Zip: Lake Oswego, OR 97034

Phone: (917) 923-3831 Alt. Phone: (503) 312-0343

Contractor ☐ Same as above ☐ Responsible for Project (Permittee) ☐ Primary Contact

Business Name: Contact Name:

Mailing Address: Phone:

City, State & Zip: E-Mail:

Oregon City Business License No. (or Metro Contractor's License No.): License or CCB Number(s): N/A

Work Details

Proposed Start Date: Estimated Completion Date:

DESCRIPTION OF WORK TO BE DONE IN ROW PER THIS PERMIT (check all boxes that apply):

UTILITY WORK:	<input type="checkbox"/> Sanitary Sewer	<input type="checkbox"/> Stormwater	<input type="checkbox"/> Pavement/Trench Cut
	<input type="checkbox"/> Electrical	<input type="checkbox"/> Water	<input type="checkbox"/> Other
SIDEWALK WORK:	<input type="checkbox"/> New	<input type="checkbox"/> Repair / Replace	<input type="checkbox"/> Curb and/or Gutter Work
	Length (ft):	Width (ft):	# of Panels (estimate):
MATERIAL STORAGE:	<input type="checkbox"/> Drop Box	<input type="checkbox"/> Storage Pod	<input type="checkbox"/> Other
LANDSCAPING WORK:	<input type="checkbox"/> Tree Removal	<input type="checkbox"/> Tree Installation	<input type="checkbox"/> Other
RESERVED PARKING:	# Spaces:	No. of Days:	Location:

EVENT*: Event Name:

General location/route:

Provide paragraph description of event or work to be done:

Please see attached description.

Permission is hereby requested to encroach into public right-of-way to perform work as set forth below. It is understood that this application is limited to the work described herein and that all work shall be done in compliance with the provisions shown on the back of this application and with all other applicable rules, regulations and standards of the City; and that the permittee assumes full responsibility for said compliance, for acceptability of the work, and for repair or replacement thereof if defective, and for repair or replacement of any existing improvement damaged by this work.

SEE THE BACK (PAGE 2) OF THIS PERMIT FOR CONDITIONS AND PROVISIONS

I CERTIFY THE ABOVE INFORMATION IS CORRECT

Applicant's Signature:

OFFICE USE ONLY

It is incumbent on the permittee to comply with all items checked and with the terms of any other City permits issued:

<input type="checkbox"/> Provide a traffic control plan to the City for review and approval.	<input type="checkbox"/> Coordinate work with all applicable utility companies.
<input type="checkbox"/> Barricade and sign sidewalks & parking spaces in advance of their use.	<input type="checkbox"/> Tree removal/replacement per City Planning Dept approval process.
<input type="checkbox"/> Contact the city inspector at 503.793.1630 for pre and post inspections, questions and/or pre-pour and final concrete inspections.	

Related City permits:

Expiration Date:	<input type="checkbox"/> 60 DAYS	<input type="checkbox"/> 90 DAYS	Other	ROW Permit No.	RW RW-17-0064
Details given to customer:	<input type="checkbox"/> OC Std Dwg No. 504A	<input type="checkbox"/> OC Std Dwg No. 508	<input type="checkbox"/> OC Std Dwg No. 509	<input type="checkbox"/> Other	

Issued by: Date:

*Application for Special Event will be required simultaneously.

THIS PERMIT NUMBER RW-17-0064 IS ISSUED AND ACCEPTED SUBJECT TO THE FOLLOWING PROVISIONS:

1. Permittee agrees to save, keep and hold harmless the City of Oregon City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of performing work authorized by this permit which may be occasioned by any act or omission of the permittee, his agents or employees. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.
2. Permit is void 60 days after date of issue unless otherwise noted. A time extension shall be requested not less than 24 hours prior to expiration.
3. Concrete curb, sidewalk, gutters, driveway approaches, alley entrances, paving repairs, etc. shall be constructed per City Standards (www.orcity.org/public-works/standards.htm).
4. A copy of this permit shall be kept at the work site.
5. Work authorized by this permit includes removal and replacement of improvements as necessary.
6. Oregon law requires that the rules adopted by Oregon Utility Notification Center be followed. Those rules are set forth in OAR 952-001-0010 to 0090. You may obtain copies of the rules by calling the center or online at www.callbeforeyoudig.org. Call before you dig - Portland Metro Area 811 or 503-246-6699.
7. Permittee shall adequately safeguard all excavations and obstructions with barricades, lights and/or other suitable safety devices per the current "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (mutcd.fhwa.dot.gov/), Federal Highway Administration and follow all OSHA rules and regulations. If the permittee fails to adequately safeguard the public, the City shall place barricades and lights at the expense of the permittee. Placement of safety devices by the City shall not relieve the permittee from liability.
8. Permittee shall coordinate **24 hours in advance of any street closure** with **Oregon City Code Enforcement at 503.496.1559** for each day any street is to be closed.
9. Fire Department access to fire hydrants shall be maintained at all times.
10. Permittee shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness.
11. Construction water shall not be taken from a fire hydrant until a fire hydrant permit has been obtained from the Public Works Operations Center, 122 S. Center Street, 503.657.8241.
12. A minimum of **72 hours' advance notice** must be given for inspection requests (exclusive of Saturdays, Sundays and holidays).
13. Forms and subgrade must be inspected and approved before ordering Portland Cement Concrete or Asphaltic Concrete. Failure to obtain approval before proceeding with work may be cause for rejection. Any work to be done on a Saturday or holiday **MUST** be approved by the City at least 24 hours in advance.
14. Any work done without proper inspections will be subject to rejection. Permittee shall request inspections when: (1) forms are complete/ready for concrete; (2) subgrade is compacted and ready for pavement or concrete; (3) excavation is started; (4) sewers are ready for testing; (5) backfill compaction is in progress; (6) temporary resurfacing has been placed; (7) all work authorized by this permit has been completed; and (8) any time assistance is needed to assure compliance with City requirements. Reinspections required due to site or work not being ready for inspection when scheduled or for the replacement of defective work, shall be done at the expense of the permittee.
15. Asphalt pavement, including resurfacing, shall be constructed of Level 2, ½-inch dense HMAC ODOT asphalt concrete for the roadway.
16. Curbs with depressions for vehicular access will not be accepted until a standard driveway approach has been constructed at each depression. Where none exists, a sidewalk adjoining such driveway approaches shall be constructed.
17. Final approval of any work will not be given until construction debris and excess material is removed and parkways are graded to conform to the standard street section and planted as appropriate to match existing.
18. Failure to secure permits for previous work or failure to pay fees due on previous permits shall render the applicant, permittee or employees ineligible for any other City permit until such fees and penalties are paid.
19. Any applicant or contractor who has done work in public rights-of-way not in conformance with City Standard Specifications, Standard Drawings or Special Provisions, or who violates the City Code shall be ineligible to do work in public rights-of-way until such deficiency has been corrected to the satisfaction of the City Engineer.
20. Construction hours: Monday-Friday 7am to 6pm, Saturdays 9am to 6pm. **NO** work shall be done on Sundays.
21. Contractors shall have an Oregon City Business License and/or a Metro Contractor's License and required contractors' licenses.
22. Permittee shall remain responsible for satisfactory workmanship and material for two years after acceptance of improvements authorized by this permit.

I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE-REFERENCED CONDITIONS

Applicant's Signature:



Date:

06/05/2017

OPI REAL ESTATE 2 LLC

2575 Summit Drive

Lake Oswego, OR 97034

Right of Way Obstruction Description 719 Molalla Ave

The right of way obstruction consists of an existing historic porch and a new concrete walkway to access the building from the public sidewalk on Molalla Ave. The ROW along the Molalla Ave frontage is unusually wide at this area with the property line more than 13' behind the public sidewalk. The current Owner had the property surveyed and it was determined that the existing porch (constructed approx 1920) encroaches more than 3' into the ROW creating an existing obstruction per OCMC.

The only access to this business is from the Molalla frontage with the site being constrained by steeply sloping property which does not allow for parking on site behind or to the side of the building as required by City Code. The new concrete walkway replaces a deteriorated wood walkway that connects the only entry to this business with the sidewalk on Molalla. The walkway is at grade and is sloped and configured so that no handrails or guardrails are required. The right of way behind the public sidewalk will be attractively landscaped and maintained by the property owner for the full width of the property.

The approval of this right of way obstruction will allow this historic building to remain a viable business and will not negatively impact the City or restrict any future street improvements or utility projects in the foreseeable future.

719 Molalla Ave Area Site Map



Legend

- Taxlots
- Taxlots (Outside UGB)
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes

Overview Map



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, surveying or navigation purposes. Notification of any errors is appreciated.



0 50 Feet
1: 600

Res 17-20 / RW-17-0064

Map created 6/22/2017

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orcity.org



[illegible][illegible]

AFTER RECORDING RETURN TO:

City Recorder
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045-0304

Tax Map No. / Lot No.: 32E05BB00300
City Resolution No. / Adoption Date:
City RW Permit No.: RW-17-0064
Street Address: 719 Molalla Ave

Property Owner: OPI Real Estate 2 LLC

**DECLARATION OF
COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY**

This COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY ("Covenant") is made this 1st day of June , 2017, by OPI Real Estate 2 LLC, property owner ("Permittee"), for the benefit of CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed pursuant to ORS Chapter 457 (the "City").

RECITALS

A. Permittee is the owner of certain real property located in the City of Oregon City, Clackamas County, Oregon, legally described on Exhibit A attached hereto and commonly known as 719 Molalla Ave (address), (the "Property").

B. Permittee has applied for City right-of-way permit ("Permit") to maintain a permanent obstruction that is regulated and governed by Oregon City Municipal Code Chapter 12 *Streets, Sidewalks and Public Places*, Section 12.04.120 *Obstructions Permit required*.

C. The City has approved the Permit through adoption of Resolution No. _____ allowing the permanent obstruction, being the existing front porch and concrete walkway (the "Obstruction"), solely for purpose of the Property as shown in the "Site Plan" Exhibit B and first page of adopted "City Resolution" Exhibit C attached to this Covenant, contingent on Permittee providing a maintenance agreement and release to the City for any and all activities undertaken pursuant to the Permit issued by the City pursuant to Oregon City Municipal Code section 12.04.120 *Obstructions Permit required*, which requires Permittee to maintain and release the City from all damages resulting from the approved permanent obstruction in the right-of-way.

COVENANT

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Resolution and Permit, the undersigned ("Permittee") hereby covenants and agrees to the following terms:

1. **Covenant to Maintain, Repair and Remove.** Permittee shall, at their sole expense (no cost to the City), themselves or through qualified independent contractors, at all times maintain the Obstruction in safe condition and good repair, clear of all debris, and in compliance with all applicable state and local

rules, regulations, and guidelines (including those adopted from time to time by the City) for the general public or remove the Obstruction as directed by the City (the City may at any time for any reason provide a thirty (30) day notice for removal of the Obstruction. Permittee or their representatives, shall obtain proper permits or approvals from the City and shall notify the City in writing 24 hours prior to any construction or repair activities for Obstruction. Furthermore, in the event Permittee fails to comply with this Covenant, Permittee hereby agrees that the City may remove or maintain said Obstruction and Permittee agrees to reimburse City for costs incurred by City when complying with this Covenant as described in Section 3 below.

2. Failures to Perform Covenant. Except in the case of emergency, if the City determines that Permittee is not in compliance with the Covenant described in Section 1, the City or its designee shall give the Permittee written notice to perform maintenance or repair or removal work specified in the notice. If such work is not performed to the City's satisfaction within 30 days of notice, Permittee hereby grants to the City, their employees, independent contractors and designees the right to perform any and all work required to bring said Obstruction into compliance with Section 1 and Permittee hereby agrees to reimburse City for performing work as described in Section 3 below. Permittee agrees that the City or its designee may perform any emergency repair work, as determined by City, without prior notice to Permittee and that Permittee will reimburse City for emergency work as described in Section 3 below.

PERMITTEE AND ALL SUCCESSORS AND ASSIGNS, AGREES THAT NONE OF THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS, ASSIGNS OR DESIGNEES SHALL HAVE ANY OBLIGATION TO EXERCISE THEIR RIGHTS UNDER THIS SECTION 2 OR TO PERFORM ANY MAINTENANCE OR REPAIR OF OBSTRUCTION, AND THAT NONE OF THEM SHALL HAVE ANY LIABILITY TO PERMITTEE OR PERMITTEE'S SUCCESSORS OR ASSIGNS IN CONNECTION WITH THE EXERCISE OR NONEXERCISE OF SUCH RIGHTS, MAINTENANCE OR REPAIR OF OBSTRUCTION, OR FAILURE TO PERFORM THE SAME.

3. Reimbursement. If City exercises its right to maintain or repair or remove the Obstruction pursuant to Section 1 and Section 2, Permittee shall reimburse the City for all costs and expenses incurred in connection therewith within 30 days of receipt of an invoice. If any Permittee fails to pay invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with any interest that has accrued, shall be a lien on the Property, which may be foreclosed in accordance with ORS Chapter 88. If Property is owned by more than one person, then each such Permittee shall be jointly and severally liable for payment of the amounts provided for in this Section 3.

4. Release. Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively "Indemnitees") from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee's activity described above and/ or otherwise authorized by the City's Decision. Without limiting the generality of the foregoing, Permittee understands and agrees that this Release discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee's activity described above and/or otherwise authorized by the City's Decision. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to person or property with respect to the activity described above or otherwise authorized by the City's Decision, whether caused by the negligence of any of the Indemnitees or otherwise.

5. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee's activity described above and/or otherwise authorized by the City's Decision. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee's activity described above and/or otherwise authorized by the City's Decision.

6. **Run with the Land.** The parties' rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Developer and their respective successors and assigns (including, without limitation, subsequent owners of the Development or lots in the Development and any homeowner's association owning common areas in the Development).

7. **Interpretation.** The undersigned agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Release is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

8. **Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

9. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

10. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Release on behalf of such organization.

11. **Binding Effect.** The waiver, release, indemnity and agreements of Permittee under this Release shall be binding upon Permittee's agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

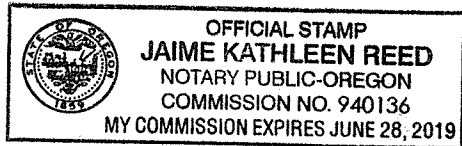
12. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

PERMITTEE:

By: [Signature]
Christopher Meyn, Sole Owner, OPI Real Estate 2 LCC

STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on June 1, 2017, by
Christopher Meyn.



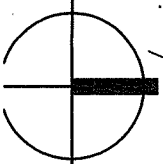
[Signature]
Notary Public for Oregon
My Commission Expires June 28, 2019

EXHIBIT A

Real property in the County of Clackamas, State of Oregon, described as follows:

Lot 3 and the Northerly one-half of Lot 4, Block 12, MOUNTAIN VIEW ADDITION TO OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, said Northerly one-half of said Lot 4, to be divided from the Southerly one-half of Lot 4, by a line parallel to the Northerly line of said lot.

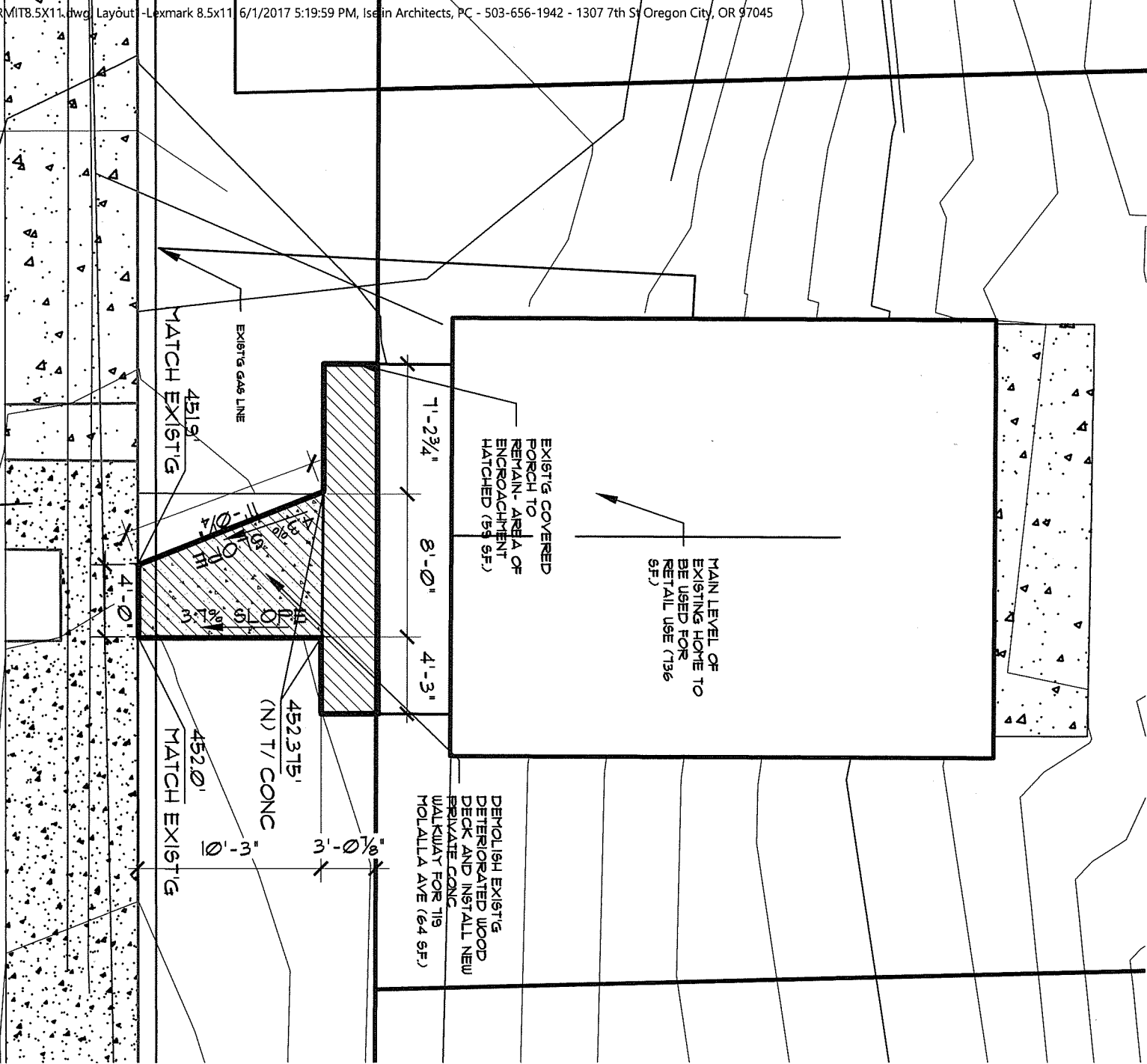
Subject to covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.



PARTIAL SITE PLAN - EXHIBIT B

1/8" = 1'-0"

MOLALLA AVE.





City of Oregon City

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

Staff Report

File Number: 17-415

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Community Development Director Laura Terway

File Type: Contract

SUBJECT:

Personal Services Agreement with Cogan Owens Green for Consulting Services for Equitable Housing

RECOMMENDED ACTION (Motion):

Authorize the City Manager and Community Development Director to sign the Personal Services Agreement with Cogan Owens Greene.

BACKGROUND:

Following a Request for Proposals, the City selected Cogan Owens Greene as the most qualified consulting firm to assist the Planning Division with the review of Oregon City Municipal Code, policies, and processes to reduce barriers and provide incentives for equitable housing.

This project is funded by an Equitable Housing Planning and Development grant from Metro in the amount of \$100,000. Metro signed the Intergovernmental Agreement with the City for the project on June 1, 2017. The overall project goal is to work with the public and a network of local partners to evaluate the process for constructing equitable housing and remove code and policy barriers to development as well as implement incentives to facilitate and encourage new equitable housing in Oregon City.

The project is estimated to be completed by July 2018 and will include a robust public engagement process.

BUDGET IMPACT:

Amount: Based on time and materials, not to exceed \$89,000

FY(s): 2017-18

Funding Source: Equitable Housing Planning and Development Grant

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Cogan Owens Greene ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement, unless sooner terminated pursuant to provisions set forth below, shall be from July 19th, 2017 to July 30, 2018. Any termination of this Agreement shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$89,000.

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

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

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

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

To the City:

City of Oregon City
221 Molalla Avenue, Suite 200
Oregon City, OR 97045
Attention: Community Development Director

With a Copy to:

Bateman Seidel Miner Blomgren Chellis & Gram,
P.C.
888 SW 5th Avenue, Suite 1250 Portland, OR 97204
Attention: Bill Kabeiseman

To Consultant:

Cogan Owens Greene
812 SW Washington Street, Suite 600
Portland, OR 97205
Attention: Kirsten Greene, Principal

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

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

8. Schedule. The components of the project described in the Scope of Services shall be completed according to the schedule attached thereto unless modified through prior consultation and written between the City and the Consultant.

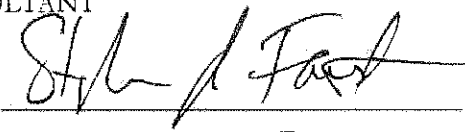
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ of _____, 2017.

CONSULTANT

By:

Title:

DATED:


Deputy Managing Principal
July 10, 2017

CITY OF OREGON CITY

By:

Title: City Manager

DATED:

_____, 2017

CITY OF OREGON CITY

By:

Title: Community Development Director

DATED:

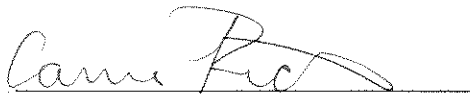
_____, 2017

APPROVED AS TO FORM

By:

Title: City Attorney

DATED:



July 10, 2017

CITY OF OREGON CITY EQUITABLE HOUSING

SCOPE OF WORK

Revised July 10, 2017

Task 1 (Milestone 2). Project Initiation, Public Engagement and Information Materials

The City will provide the Consultant with background information including the grant scope of work, development criteria, known barriers and opportunities, processes, fees, and other policy information associated with project goals. The consultant will hold a kick-off meeting with the City project team to review required background information and grant tasks, clarify desired outcomes, roles and responsibilities, communication protocols and stakeholder groups and representatives.

The consultant will outline a project management approach and schedule for preparing and reviewing materials with advisory teams. City staff will have one week to review draft material and provide comments to consultant before material available to the public or finalized. Biweekly project management phone calls throughout the process between the consultant and City project managers will be used to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed. The consultant will prepare monthly progress reports and invoices that describe the activities undertaken, estimate the percent completion of each task, and track expenditures and hours.

Project Advisory Team

Public Involvement will be primarily through a Project Advisory Team (PAT), which will be selected and appointed by the Mayor. The PAT will meet up to five (5) times during the course of the project. Selection of the PAT will be through an application process administered by the City to include a variety of positions including: City Commission (1), Planning Commission (1), Citizen Involvement Committee (2), Oregon City Resident (2), Single-Family Developer Interest (1), Multi-Family/Mixed Use Developer Interest (1), Business Community (OC Chamber, Main Street or OC Business Alliance) (1), At large (Youth, Elderly, Working Family) (3) and Technical Advisory Team (TAT), a developer of regulated affordable housing (1) and, an organization representing low income families and/or communities of color (1), and one at large position to be filled if needed based on any additional needs.

Technical Advisory Team

A Technical Advisory Team (TAT) of experts will also be formed and appointed by the Mayor. The TAT will meet up to five (5) times over the course of the project. Selection of the TAT will be through a recruitment process administered by the City to include a variety of positions including: Oregon City Building Division (1), Oregon City Economic Development Department (1), Oregon City Public Works (1), Clackamas County Health, Housing and Human Services (H3S) (1), Affordable Housing Developer - Northwest Housing Alternatives (1), Metro (1), and one at large position to be filled if needed based on any additional needs. The city project manager will also communicate with TAT members outside of meetings via phone and email. PAT and TAT meetings will be held consecutively on the same day whenever possible.

Public Engagement Methods

The success of this project is dependent on successful integration with a variety of community members through various methods throughout the course of the project. The following engagement methods shall occur:

- Project Website
- Kick-off Meeting
- 6 Meetings (including kick-off meeting) with the Project Advisory Team
- 5 meetings with the Technical Advisory Team
- 2 Citizen Involvement Committee (CIC) dates (one will be City only)
- 2 Public Open House
- 3 Online Surveys (designed by consultant and surveys and website administered by City)
- 5 (30 minute) stakeholder interviews
- 2 Extra Meetings

Milestone 2 Consultant Deliverables:

- a) Kickoff meeting
- b) Scope refinement and project schedule including detailed approach to the decision making process: including schedule for completion of all memoranda and deliverables for Milestones 3-10.
- c) Public involvement outline, schedule and plan to include a commitment to prepare agendas and presentation materials for PAT and TAT meetings and meeting summaries, PAT and TAT guidance documents including meeting procedures and consensus process, for up to five (5) PAT meetings and five (5) TAT meetings, with attendance and facilitation at five (5) PAT and five (5) TAT meetings.
- d) Informational materials for City website and other community engagement activities

Milestone 2 City Deliverables:

- a) Background information including code regulations, processes, fees, preferred and regularly scheduled meeting dates, etc.
- b) Website Development
- c) Application Process for PAT positions / Recruitment for TAT positions
- d) Work with Consultant to finalize PAT and TAT positions: appointment by Mayor
- e) Advertise Meetings / Providing meeting facilities, food, refreshments, copies
- f) CIC Meeting

Milestone 2 Schedule: Months 1-2, due end of August 2017.

Task 2 (Milestone 3). General Code and Policy Audit

Consultant will prepare a Code and Policy Audit for review by City staff and members of the PAT and TAT to identify priority policies and code provisions to be targeted amendments and optional approaches to amendments, where applicable. The consultant shall as an initial step in the code audit solicit comments on the City's codes and policies from identified developers of single family housing, multi-family housing, ADU, cottage, and regulated affordable housing. Following review of the Code and Policy Audit, Consultant shall prepare proposed Policy and Code amendments.

The consultant will interview development professionals to get specific, detailed feedback about particular code sections and policies as they impact development of a range of housing types. For broader context, the consultant will consider work being undertaken by Metro's Build Small Coalition and similar efforts that analyze regulations across the Metro region, to take advantage of regional attention and work around equitable housing issues for inspiration and specific insights into opportunities as well as best practices for regulating housing.

Milestone 3 Consultant Deliverables:

- a) Code Audit Report Outline (Memo #1) – Initial memorandum which may include a menu of potential local regulatory barriers, constraints and incentives for equitable housing, including but not limited to processes, standards, fees, etc.
- b) Interview questions
- c) Interview results to be incorporated into Code Audit Report
- d) Code Audit Report – Draft #1 – Building on (a) above, this report will be prepared for initial review by staff, pending circulation to PAT and TAT for feedback and lead to (c) below.
- e) Code Audit Report – Draft #2 – Targeted memorandum based on PAT and TAT feedback documenting specific barriers and constraints for implementing equitable housing in Oregon City, including analysis of code regulations, processes, fees, etc. and a comparison to other jurisdictions.
- f) PAT Meeting #1
- g) TAT Meeting #1
- h) Code Audit Report – Draft #3 – Final Audit

Milestone 3 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 3 Schedule: Months 3-4, due end of September 2017.

Task 3 (Milestone 4). Code and Policy Amendments – Part 1

The Code and Policy Amendments will be accomplished in 3 parts, listed in the Metro/Oregon City IGA as Milestones 4 through 6. The consultant will group regulatory and policy updates into three policy areas: zoning, engineering and economics.

Milestones 4 through 6 will consist of amending and reformatting portions of the development standards within the Oregon City Municipal Code to provide greater clarity to the development community and public. The Consultant, where possible and practical, will shorten or reformat, improve readability, remove unneeded or unclear standards, and consider new standards as they relate to the future development of equitable housing projects. The following portions of the Oregon City Municipal Code will be reviewed in this task: Chapters 12.04, 12.08, 13.12, 14.04, 15.48 and Titles 16 and 17. In addition, all other applicable City documents, plans, ordinances, and written policies will also be revised for clarity. The PAT will focus on broad concepts around equitable housing, while the TAT will focus on impacts of specific regulations with the specific regulatory drafting to be drafted outside of the PAT.

Milestone 4 Consultant Deliverables:

- a) Code Amendments Part 1 Memo (Memo #2). Memo #2 will provide and explain the initial direction for code and policy changes based on the Final Code Audit Report from Milestone 3.
- b) Amendments – Part 1, Draft #1
- c) PAT Meeting #2
- d) TAT Meeting #2
- e) Amendments – Part 1, Draft #2

Milestone 4 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 4 Schedule: Month 4-5, Due end of October 2017.

Task 4 (Milestone 5). Code and Policy Amendments – Part 2

Milestone 5 will continue with the process of amending and reformatting portions of the development standards and provide more targeted policy recommendations that began in Milestone 4. This may include, but is not limited:

- a) Revisions of listed Permitted Uses by District
- b) Revisions to Dimensional Standards
- c) Revisions to specific Site Plan and Design Review Standards such as parking, architectural, landscaping, etc.
- d) Reformatting or simplifying the language of the development code
- e) Revisions to System Development Charges and other fees
- f) Revisions to review and processing timelines and procedures (e.g. Expedited reviews, Type I through Type IV land use processes)
- g) Identification of needed new housing types, and applicable standards
- h) Identification of zoned areas throughout the City with greatest potential for construction of needed housing types, in anticipation of Milestone 7, Equitable Housing Sites
- i) Other revisions as needed

The consultant will deploy an online survey (and hard copy if deemed necessary by the City) to identify needed housing types among various population groups. The PAT will distribute surveys within their communities to expand reach of surveys. At their meetings, PAT and TAT meetings will focus on larger substantive concepts behind zoning code such as desired housing types and parking needs, rather than specific code language. Members also will review and comment

on sample “guides for development” to provide the consultant team with direction prior to drafting the Educational Materials in Task 7.

Milestone 5 Consultant Deliverables:

- a) Code and Policy Amendments Part 2 Memo (Memo #3)
- b) Amendments – Part 2, Draft #1
- c) PAT Meeting #3
- d) TAT Meeting #3
- e) Amendments – Part 2, Draft #2

Milestone 5 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 5 Schedule: Months 5-6, due end of November 2017.

Task 5 (Milestone 6). Code and Policy Amendments – Part 3

Milestone 6 will finalize the process of amending and reformatting portions of the development standards, procedures and other policy recommendations from Milestone 5. The consultant will translate code and policy language into core concepts for PAT and TAT review. PAT meetings #4, #5 and #6 and TAT meetings #4 and #5 be combined into two longer meetings for cost savings and scheduling purposes. Prior to the PAT/TAT work sessions, the consultant team will provide draft materials for PAT/TAT review with a detailed guide for reviewing:

- Code Amendments Part 3 Memo
- Equitable Housing Sites
- Educational Materials

The guide will describe key aspects of each deliverable and questions for PAT/TAT members to consider. The consultant also will provide a mechanism for PAT/TAT members to submit comments prior to the work sessions. This process will help the consultant team and PAT/TAT members come prepared for in-depth discussions on these milestones.

Milestone 6 Consultant Deliverables:

- a) Code Amendments Part 3 Memo (Memo #4)
- b) PAT/TAT Review Guide for Tasks 5, 6 and 7
- c) PAT Meeting #4
- d) TAT Meeting #4
- e) Amendments – Part 3, Draft #1
- f) Amendments – Part 3, Draft #2

Milestone 6 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 6 Schedule: Months 6-7, due end of January 2018.

Task 6 (Milestone 7). Equitable Housing Sites

Milestone 7 consists of the creation of a series of maps identifying equitable housing opportunities and detailed information supporting development of the properties. Such properties identified as opportunities for multifamily housing, duplex/triplexes, and Accessory Dwelling Units (ADUs), as well as other housing types which may not yet be permitted but which have been recommended as a consequence of the work completed in Milestones 3 through 6. Consultant will assist in identifying elements which should be mapped, including but not limited to: zoning, transit locations, employment centers, social services, sidewalk gaps, overlay districts and utility locations, etc. City staff will obtain mapping information as available and conduct the GIS analysis. The Consultant will advise on selection of target

areas, analysis methodology and assumptions, and the format of the resulting maps and report. The task will provide a base of information which will be shared with the public to encourage development of these sites.

Milestone 7 Consultant Deliverables:

- a) Review and comment on products prepared by City staff

Milestone 7 City Deliverables:

- a) Meeting to review methodology
- b) Comments on methodology
- c) Draft maps and summary report
- d) Review, comment, and provide direction.

Milestone 7 Schedule: Months 7-9, due end of February 2018.

Task 7 (Milestone 8). Educational Materials

Milestone 8 consists of producing educational materials to understand the housing options available and the associated approval processes and costs. The educational materials will easily identify the opportunities and processes for creating additional housing would provide transparency to the development community and public. This will include a list of items a developer or property owner would typically need to know in order to conduct due diligence, including all processes, potential fees, likely development exactions and dedications, types of consultants, permits and inspections needed, system development charges, and financing options if available.

Ultimately, these education materials need to be tailored to the various housing unit types that are envisioned to be developed as a result of the code and policy amendments, including but not limited to:

- Guides for constructing a new home, accessory dwelling units (ADUs), apartment or condo units, cottage housing, subdividing or partitioning land, converting commercial or office space to housing units, and converting a single-family home into a duplex or multi-family property.
- Plans and specifications for two model accessory dwelling unit types, including engineering and material lists. These will be made available to the public to utilize at no cost.
- Templates for developers to develop a pro-forma and track pro-forma of all project costs for due diligence.

The consultant will compile a development fees calculator that can help to inform developers' own pro forma assumptions about soft costs. The calculator can include a costs related to fees, processes, inspection, and potential incentives available to offset or finance these costs for eligible projects. The calculator also will provide “toggles” that estimate costs based on site size, project geography, project type, and other factors depending on the City's needs.

Milestone 8 Consultant Deliverables:

- a) Guides for Development – Draft #1
- b) Guides for Development – Draft #2
- c) Guides for Development – Final Draft
- d) Pro-Forma Template – Draft #1
- e) Comments from City Staff
- f) PAT Meeting #5
- g) TAT Meeting #5
- h) Pro-Forma Template – Draft #2

Milestone 8 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 8 Schedule: Months 9-10, due end of March 2018.

Milestone 9. Final Memo, CIC and Public Meeting / Open House

Prior to beginning the formal review process by Planning Commission and City Commission, the consultant shall prepare and present all recommended policy and code amendments with a final summary memorandum and technical memorandum to the Citizen Involvement Committee (CIC) and in an informal public open house.

Milestone 9 - Consultant Deliverables

- a) Policy and Code Amendments Summary Memo (Memo #5) and Final Technical Memo
- b) Creation of materials and attendance at a CIC Meeting
- c) Creation of materials and attendance at an additional Public Meeting / Open House

Milestone 9 – City Deliverables

- a) Coordinate support and meeting space and resources
- b) Support for and attendance at CIC meetings and Open House

Milestone 9 Schedule: Months 10-11, due end of May 2018.

Milestone 10. Planning Commission and City Commission Hearings & Adoption

It is expected that a Legislative approval process, and potentially a Resolution may be needed to implement the recommendations of this project. The Legislative approval process is required to amend the Oregon City Municipal Code and includes mailing a postcard to all property owners within the Urban Grown Boundary, a meeting with the Citizen Involvement Committee and a series of public hearings before the Planning Commission and City Commission.

Milestone 10 - Consultant to attend and present during plan adoption:

- Pre-Application Conference (1)
- Planning Commission (PC) Work Session (1)
- Planning Commission (PC) Hearings (1)
- City Commission (CC) Work Session (1)
- City Commission (CC) Hearings (1)

Milestone 10 Consultant Deliverables:

- a) Attendance and presentation at up to four (4) PC and CC meetings and hearings
- b) Creating application materials for inclusion in a standard Legislative application, including responses to the applicable sections of the Oregon City Municipal Code and any other applicable criteria or document.
- c) Presentations and materials for review and adoption process
- d) Final Memorandum summarizing project, analysis and recommendations.

Milestone 10 City Tasks and Deliverables:

- a) Process Type IV Legislative application, including public notices and drafting of findings
- b) Review by City Attorney

Milestone 10 Schedule – Months 11-12, due end of July 2018, although hearing process may be longer.

CITY OF OREGON CITY EQUITABLE HOUSING

SCOPE OF WORK

Revised July 10, 2017

Task 1 (Milestone 2). Project Initiation, Public Engagement and Information Materials

The City will provide the Consultant with background information including the grant scope of work, development criteria, known barriers and opportunities, processes, fees, and other policy information associated with project goals. The consultant will hold a kick-off meeting with the City project team to review required background information and grant tasks, clarify desired outcomes, roles and responsibilities, communication protocols and stakeholder groups and representatives.

The consultant will outline a project management approach and schedule for preparing and reviewing materials with advisory teams. City staff will have one week to review draft material and provide comments to consultant before material available to the public or finalized. Biweekly project management phone calls throughout the process between the consultant and City project managers will be used to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed. The consultant will prepare monthly progress reports and invoices that describe the activities undertaken, estimate the percent completion of each task, and track expenditures and hours.

Project Advisory Team

Public Involvement will be primarily through a Project Advisory Team (PAT), which will be selected and appointed by the Mayor. The PAT will meet up to five (5) times during the course of the project. Selection of the PAT will be through an application process administered by the City to include a variety of positions including: City Commission (1), Planning Commission (1), Citizen Involvement Committee (2), Oregon City Resident (2), Single-Family Developer Interest (1), Multi-Family/Mixed Use Developer Interest (1), Business Community (OC Chamber, Main Street or OC Business Alliance) (1), At large (Youth, Elderly, Working Family) (3) and Technical Advisory Team (TAT), a developer of regulated affordable housing (1) and, an organization representing low income families and/or communities of color (1), and one at large position to be filled if needed based on any additional needs.

Technical Advisory Team

A Technical Advisory Team (TAT) of experts will also be formed and appointed by the Mayor. The TAT will meet up to five (5) times over the course of the project. Selection of the TAT will be through a recruitment process administered by the City to include a variety of positions including: Oregon City Building Division (1), Oregon City Economic Development Department (1), Oregon City Public Works (1), Clackamas County Health, Housing and Human Services (H3S) (1), Affordable Housing Developer - Northwest Housing Alternatives (1), Metro (1), and one at large position to be filled if needed based on any additional needs. The city project manager will also communicate with TAT members outside of meetings via phone and email. PAT and TAT meetings will be held consecutively on the same day whenever possible.

Public Engagement Methods

The success of this project is dependent on successful integration with a variety of community members through various methods throughout the course of the project. The following engagement methods shall occur:

- Project Website
- Kick-off Meeting
- 6 Meetings (including kick-off meeting) with the Project Advisory Team
- 5 meetings with the Technical Advisory Team
- 2 Citizen Involvement Committee (CIC) dates (one will be City only)
- 2 Public Open House
- 3 Online Surveys (designed by consultant and surveys and website administered by City)
- 5 (30 minute) stakeholder interviews
- 2 Extra Meetings

Milestone 2 Consultant Deliverables:

- a) Kickoff meeting
- b) Scope refinement and project schedule including detailed approach to the decision making process: including schedule for completion of all memoranda and deliverables for Milestones 3-10.
- c) Public involvement outline, schedule and plan to include a commitment to prepare agendas and presentation materials for PAT and TAT meetings and meeting summaries, PAT and TAT guidance documents including meeting procedures and consensus process, for up to five (5) PAT meetings and five (5) TAT meetings, with attendance and facilitation at five (5) PAT and five (5) TAT meetings.
- d) Informational materials for City website and other community engagement activities

Milestone 2 City Deliverables:

- a) Background information including code regulations, processes, fees, preferred and regularly scheduled meeting dates, etc.
- b) Website Development
- c) Application Process for PAT positions / Recruitment for TAT positions
- d) Work with Consultant to finalize PAT and TAT positions: appointment by Mayor
- e) Advertise Meetings / Providing meeting facilities, food, refreshments, copies
- f) CIC Meeting

Milestone 2 Schedule: Months 1-2, due end of August 2017.

Task 2 (Milestone 3). General Code and Policy Audit

Consultant will prepare a Code and Policy Audit for review by City staff and members of the PAT and TAT to identify priority policies and code provisions to be targeted amendments and optional approaches to amendments, where applicable. The consultant shall as an initial step in the code audit solicit comments on the City's codes and policies from identified developers of single family housing, multi-family housing, ADU, cottage, and regulated affordable housing. Following review of the Code and Policy Audit, Consultant shall prepare proposed Policy and Code amendments.

The consultant will interview development professionals to get specific, detailed feedback about particular code sections and policies as they impact development of a range of housing types. For broader context, the consultant will consider work being undertaken by Metro's Build Small Coalition and similar efforts that analyze regulations across the Metro region, to take advantage of regional attention and work around equitable housing issues for inspiration and specific insights into opportunities as well as best practices for regulating housing.

Milestone 3 Consultant Deliverables:

- a) Code Audit Report Outline (Memo #1) – Initial memorandum which may include a menu of potential local regulatory barriers, constraints and incentives for equitable housing, including but not limited to processes, standards, fees, etc.
- b) Interview questions
- c) Interview results to be incorporated into Code Audit Report
- d) Code Audit Report – Draft #1 – Building on (a) above, this report will be prepared for initial review by staff, pending circulation to PAT and TAT for feedback and lead to (c) below.
- e) Code Audit Report – Draft #2 – Targeted memorandum based on PAT and TAT feedback documenting specific barriers and constraints for implementing equitable housing in Oregon City, including analysis of code regulations, processes, fees, etc. and a comparison to other jurisdictions.
- f) PAT Meeting #1
- g) TAT Meeting #1
- h) Code Audit Report – Draft #3 – Final Audit

Milestone 3 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 3 Schedule: Months 3-4, due end of September 2017.

Task 3 (Milestone 4). Code and Policy Amendments – Part 1

The Code and Policy Amendments will be accomplished in 3 parts, listed in the Metro/Oregon City IGA as Milestones 4 through 6. The consultant will group regulatory and policy updates into three policy areas: zoning, engineering and economics.

Milestones 4 through 6 will consist of amending and reformatting portions of the development standards within the Oregon City Municipal Code to provide greater clarity to the development community and public. The Consultant, where possible and practical, will shorten or reformat, improve readability, remove unneeded or unclear standards, and consider new standards as they relate to the future development of equitable housing projects. The following portions of the Oregon City Municipal Code will be reviewed in this task: Chapters 12.04, 12.08, 13.12, 14.04, 15.48 and Titles 16 and 17. In addition, all other applicable City documents, plans, ordinances, and written policies will also be revised for clarity. The PAT will focus on broad concepts around equitable housing, while the TAT will focus on impacts of specific regulations with the specific regulatory drafting to be drafted outside of the PAT.

Milestone 4 Consultant Deliverables:

- a) Code Amendments Part 1 Memo (Memo #2). Memo #2 will provide and explain the initial direction for code and policy changes based on the Final Code Audit Report from Milestone 3.
- b) Amendments – Part 1, Draft #1
- c) PAT Meeting #2
- d) TAT Meeting #2
- e) Amendments – Part 1, Draft #2

Milestone 4 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 4 Schedule: Month 4-5, Due end of October 2017.

Task 4 (Milestone 5). Code and Policy Amendments – Part 2

Milestone 5 will continue with the process of amending and reformatting portions of the development standards and provide more targeted policy recommendations that began in Milestone 4. This may include, but is not limited:

- a) Revisions of listed Permitted Uses by District
- b) Revisions to Dimensional Standards
- c) Revisions to specific Site Plan and Design Review Standards such as parking, architectural, landscaping, etc.
- d) Reformatting or simplifying the language of the development code
- e) Revisions to System Development Charges and other fees
- f) Revisions to review and processing timelines and procedures (e.g. Expedited reviews, Type I through Type IV land use processes)
- g) Identification of needed new housing types, and applicable standards
- h) Identification of zoned areas throughout the City with greatest potential for construction of needed housing types, in anticipation of Milestone 7, Equitable Housing Sites
- i) Other revisions as needed

The consultant will deploy an online survey (and hard copy if deemed necessary by the City) to identify needed housing types among various population groups. The PAT will distribute surveys within their communities to expand reach of surveys. At their meetings, PAT and TAT meetings will focus on larger substantive concepts behind zoning code such as desired housing types and parking needs, rather than specific code language. Members also will review and comment

on sample “guides for development” to provide the consultant team with direction prior to drafting the Educational Materials in Task 7.

Milestone 5 Consultant Deliverables:

- a) Code and Policy Amendments Part 2 Memo (Memo #3)
- b) Amendments – Part 2, Draft #1
- c) PAT Meeting #3
- d) TAT Meeting #3
- e) Amendments – Part 2, Draft #2

Milestone 5 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 5 Schedule: Months 5-6, due end of November 2017.

Task 5 (Milestone 6). Code and Policy Amendments – Part 3

Milestone 6 will finalize the process of amending and reformatting portions of the development standards, procedures and other policy recommendations from Milestone 5. The consultant will translate code and policy language into core concepts for PAT and TAT review. PAT meetings #4, #5 and #6 and TAT meetings #4 and #5 be combined into two longer meetings for cost savings and scheduling purposes. Prior to the PAT/TAT work sessions, the consultant team will provide draft materials for PAT/TAT review with a detailed guide for reviewing:

- Code Amendments Part 3 Memo
- Equitable Housing Sites
- Educational Materials

The guide will describe key aspects of each deliverable and questions for PAT/TAT members to consider. The consultant also will provide a mechanism for PAT/TAT members to submit comments prior to the work sessions. This process will help the consultant team and PAT/TAT members come prepared for in-depth discussions on these milestones.

Milestone 6 Consultant Deliverables:

- a) Code Amendments Part 3 Memo (Memo #4)
- b) PAT/TAT Review Guide for Tasks 5, 6 and 7
- c) PAT Meeting #4
- d) TAT Meeting #4
- e) Amendments – Part 3, Draft #1
- f) Amendments – Part 3, Draft #2

Milestone 6 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 6 Schedule: Months 6-7, due end of January 2018.

Task 6 (Milestone 7). Equitable Housing Sites

Milestone 7 consists of the creation of a series of maps identifying equitable housing opportunities and detailed information supporting development of the properties. Such properties identified as opportunities for multifamily housing, duplex/triplexes, and Accessory Dwelling Units (ADUs), as well as other housing types which may not yet be permitted but which have been recommended as a consequence of the work completed in Milestones 3 through 6. Consultant will assist in identifying elements which should be mapped, including but not limited to: zoning, transit locations, employment centers, social services, sidewalk gaps, overlay districts and utility locations, etc. City staff will obtain mapping information as available and conduct the GIS analysis. The Consultant will advise on selection of target

areas, analysis methodology and assumptions, and the format of the resulting maps and report. The task will provide a base of information which will be shared with the public to encourage development of these sites.

Milestone 7 Consultant Deliverables:

- a) Review and comment on products prepared by City staff

Milestone 7 City Deliverables:

- a) Meeting to review methodology
- b) Comments on methodology
- c) Draft maps and summary report
- d) Review, comment, and provide direction.

Milestone 7 Schedule: Months 7-9, due end of February 2018.

Task 7 (Milestone 8). Educational Materials

Milestone 8 consists of producing educational materials to understand the housing options available and the associated approval processes and costs. The educational materials will easily identify the opportunities and processes for creating additional housing would provide transparency to the development community and public. This will include a list of items a developer or property owner would typically need to know in order to conduct due diligence, including all processes, potential fees, likely development exactions and dedications, types of consultants, permits and inspections needed, system development charges, and financing options if available.

Ultimately, these education materials need to be tailored to the various housing unit types that are envisioned to be developed as a result of the code and policy amendments, including but not limited to:

- Guides for constructing a new home, accessory dwelling units (ADUs), apartment or condo units, cottage housing, subdividing or partitioning land, converting commercial or office space to housing units, and converting a single-family home into a duplex or multi-family property.
- Plans and specifications for two model accessory dwelling unit types, including engineering and material lists. These will be made available to the public to utilize at no cost.
- Templates for developers to develop a pro-forma and track pro-forma of all project costs for due diligence.

The consultant will compile a development fees calculator that can help to inform developers' own pro forma assumptions about soft costs. The calculator can include a costs related to fees, processes, inspection, and potential incentives available to offset or finance these costs for eligible projects. The calculator also will provide “toggles” that estimate costs based on site size, project geography, project type, and other factors depending on the City's needs.

Milestone 8 Consultant Deliverables:

- a) Guides for Development – Draft #1
- b) Guides for Development – Draft #2
- c) Guides for Development – Final Draft
- d) Pro-Forma Template – Draft #1
- e) Comments from City Staff
- f) PAT Meeting #5
- g) TAT Meeting #5
- h) Pro-Forma Template – Draft #2

Milestone 8 City Deliverables:

- a) Review, comment, and provide direction.

Milestone 8 Schedule: Months 9-10, due end of March 2018.

Milestone 9. Final Memo, CIC and Public Meeting / Open House

Prior to beginning the formal review process by Planning Commission and City Commission, the consultant shall prepare and present all recommended policy and code amendments with a final summary memorandum and technical memorandum to the Citizen Involvement Committee (CIC) and in an informal public open house.

Milestone 9 - Consultant Deliverables

- a) Policy and Code Amendments Summary Memo (Memo #5) and Final Technical Memo
- b) Creation of materials and attendance at a CIC Meeting
- c) Creation of materials and attendance at an additional Public Meeting / Open House

Milestone 9 – City Deliverables

- a) Coordinate support and meeting space and resources
- b) Support for and attendance at CIC meetings and Open House

Milestone 9 Schedule: Months 10-11, due end of May 2018.

Milestone 10. Planning Commission and City Commission Hearings & Adoption

It is expected that a Legislative approval process, and potentially a Resolution may be needed to implement the recommendations of this project. The Legislative approval process is required to amend the Oregon City Municipal Code and includes mailing a postcard to all property owners within the Urban Grown Boundary, a meeting with the Citizen Involvement Committee and a series of public hearings before the Planning Commission and City Commission.

Milestone 10 - Consultant to attend and present during plan adoption:

- Pre-Application Conference (1)
- Planning Commission (PC) Work Session (1)
- Planning Commission (PC) Hearings (1)
- City Commission (CC) Work Session (1)
- City Commission (CC) Hearings (1)

Milestone 10 Consultant Deliverables:

- a) Attendance and presentation at up to four (4) PC and CC meetings and hearings
- b) Creating application materials for inclusion in a standard Legislative application, including responses to the applicable sections of the Oregon City Municipal Code and any other applicable criteria or document.
- c) Presentations and materials for review and adoption process
- d) Final Memorandum summarizing project, analysis and recommendations.

Milestone 10 City Tasks and Deliverables:

- a) Process Type IV Legislative application, including public notices and drafting of findings
- b) Review by City Attorney

Milestone 10 Schedule – Months 11-12, due end of July 2018, although hearing process may be longer.



City of Oregon City

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

Staff Report

File Number: 17-408

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8c.

From: City Recorder Kattie Riggs

File Type: Report

SUBJECT:

First Amendment to Agreement with Clackamas County for the Community Development Block Grant Program

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve the amendment and that the City Manager be authorized to sign on behalf of the Commission.

BACKGROUND:

Since 1978, Clackamas County's Community Development Block Grant (CDBG) Program has provided funding for a wide range of neighborhood and community improvement projects in cities and unincorporated areas throughout the County.

In 1993, the City of Oregon City entered into a three year Intergovernmental Agreement with Clackamas County. This agreement has allowed the City, in partnership with Clackamas County and other cities in the County, to apply for and receive federal CDBG funds.

Although the agreement contains an automatic renewal clause, the Department of Housing and Urban Development (HUD) requires the County to offer cities the opportunity to "opt out" of the program every three years.

New this year is the requirement that the agreement be amended to include new language regarding transfer of federal funds for unrestricted funds. Please see the attached Amendment # 1.

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source: N/A

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
THE CITY OF OREGON CITY

Amendment Requested by: Clackamas County

Changes: ☐ Scope of Work ☐ Contract Budget
 ☐ Contract Time ☒ Other

Justification for Amendment No.1:

An agreement was signed in 1993 between Clackamas County (COUNTY) and the City of Oregon City (CITY) for the cooperation of units of local government under the authority of ORS 190.010 for the purpose of establishing an urban county to qualify for federal Community Development Block Grant (CDBG) and HOME low-income housing grant funds (Agreement).

The Department of Housing and Urban Development has added to the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility.

The 1993 Agreement is automatically renewed every 3 years and has a provision for amendments. The underlined text listed below is added to the Agreement.

No County General funds are involved in this Agreement.

The 1993 Agreement is amended to add a new Section 14 which reads:

14. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

CITY OF OREGON CITY

CLACKAMAS COUNTY

Chair Jim Bernard
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board.

City Manager/Administrator

Richard Swift, Director
Health, Housing & Human Services
Department

Date

Date

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY.

Reviewed as to Form:

Chris Storey, County Counsel

Date

INTERGOVERNMENTAL AGREEMENT

CLACKAMAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM YEARS 1994 - 1996

This Agreement is entered into between Clackamas County (COUNTY), a political subdivision of the State of Oregon, and the City of Oregon City (CITY), a municipal corporation of the State of Oregon within Clackamas County, for the cooperation of units of local government under the authority of ORS 190.010.

The circumstances surrounding the making of this Agreement are as follows:

- A. The Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. The Congress has found and declared that the Nation's cities, towns, and small urban communities face critical social, economic, and environmental problems; and
- C. The Congress has further found and declared that the future welfare of the nation and the well being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic, and political entities;
- D. The primary objective of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.
- E. The CITY and the COUNTY desire to provide decent housing and a suitable living environment and to expand economic opportunities principally for persons of low and moderate income through Community Development Block Grant (CDBG) funding and the HOME Investment Partnership program pursuant to the Act.
- F. Title I of said Act provides that urban counties may, under some circumstances, receive Community Development Block Grant funds in the same manner as larger cities; and
- G. One of the criteria for urban county eligibility is a county population of at least 200,000, not including entitlement cities; and

INTERGOVERNMENTAL AGREEMENT
Page 2

- H. The COUNTY desires to count the population of the CITY in order to receive CDBG funds; and
- I. The Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The CITY and the COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.
2. The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Community Development Block Grant and HOME Investment Partnership funds.
3. The COUNTY has final responsibility for selecting projects and annually filing Final Statements with HUD and assumes all other obligations of an applicant as specified in the Act and the regulations thereunder for Community Development Block Grant activities which will be funded from Federal Fiscal Years' 1994, 1995, and 1996 appropriations and from any program income generated from the expenditure of such funds.
4. The COUNTY is prohibited from funding activities in or in support of the CITY if the CITY does not affirmatively further fair housing within its own jurisdiction or if it impedes the COUNTY's actions to comply with its fair housing certification.
5. Pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
6. For the purposes of developing the Three-Year Community Development Plan and Annual Final Statement as required by the Act, the CITY and the COUNTY agree to cooperate in the continuation of the presently established Policy Advisory Board which shall advise the COUNTY on program policies, priorities, and project selection.
7. The COUNTY and CITY agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

INTERGOVERNMENTAL AGREEMENT

Page 3

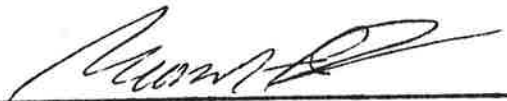
8. This agreement shall remain in full force and effect from September 4, 1993 through July 1, 1997, inclusive, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act.
9. This agreement will automatically be renewed at the end of the three-year qualification period, unless one of the following events occur: (1) changes to the agreement are required by HUD that would require the execution of a new agreement; (2) failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as required; (3) the COUNTY or CITY provides written notice it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification period. The COUNTY will notify the CITY in writing of its right to make an election not to participate in a new qualification period by the dates specified in HUD's urban county qualification notice for the next qualification period. This agreement also remains in effect with respect to all CDBG and HOME funds and income allocated during the three-year qualification period until such funds are expended and the funded activities completed.
10. The CITY may not apply for grants under the small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program;
11. The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The COUNTY and CITY may not terminate or withdraw from the agreement while it remains in effect.
13. The CITY has adopted and is enforcing:
 - A. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the CITY.

INTERGOVERNMENTAL AGREEMENT
Page 4

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 2nd day of June, 1993

CLACKAMAS COUNTY, OREGON

City of OREGON CITY

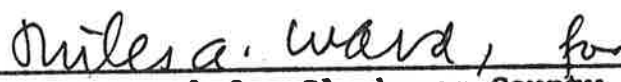


Michael F. Swanson
Chief Executive Officer

By: 

City Manager
Title

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and the agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.



Scott Parker, Counsel for Clackamas County, Oregon



City of Oregon City

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

Staff Report

File Number: 17-395

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8d.

From: Police Chief and Public Safety Director James Band

File Type: Contract

SUBJECT:

Emergency Towing Service Agreement with Bud's Towing Inc.

RECOMMENDED ACTION (Motion):

The Chief of Police recommends acceptance of the Emergency Towing Service Bid Proposal submitted by Bud's Towing Inc for the period of July 1, 2017 thru June 30, 2022 and providing authorization for the Chief of Police to sign the agreement.

BACKGROUND:

Bud's Towing Inc has provided emergency towing service under contract for the City of Oregon City Police Department for over 20 years and has been in business in Oregon City since 1958.

BUDGET IMPACT:

There is no budget impact.

EMERGENCY TOWING AGREEMENT

The undersigned tow company ("the undersigned") hereby agrees to abide by the *Specifications and Policy for Emergency Towing* of the Oregon City Police Department (a copy of which is attached and incorporated herein by reference), and further agrees to tow all vehicles (as defined in the attached *Specifications and Policy for Emergency Towing*) to Bud's Towing Inc. at the charges agreed to on the attached list for tow and storage. Any request to change the scheduled rates must be submitted by the undersigned in writing 30 days prior to the effective date for City Commission approval. Requests for rate changes are subject to City Commission approval.

It is understood that the undersigned shall be solely responsible for collecting from the owner(s) of the vehicle all charges for the price of the tow and storage bill. The owner of the towed vehicle shall pay all bail and/or fines for traffic violations, including administrative fees, directly to the City. The undersigned shall release police tows only after the Police Department provides the undersigned with an order to release the vehicle.

It is further understood and agreed that the undersigned shall keep all vehicles that the Oregon City Police Department identifies as needing extra security or processing in an enclosed and secure inside area that shall be locked whenever employees of the undersigned are not present. If, in the opinion of the Chief of Police or his designee, it is necessary to hold a vehicle as evidence, it is agreed that the vehicle may be held in a place provided by the City for such purpose to avoid storage expense. The undersigned further agrees that after such vehicle has been released as evidence by the Police Department and the owner has been notified of its release, the undersigned will tow the vehicle to its lot to be held at the owner's expense.

It is further agreed that the undersigned shall respond on all police calls to accident scenes. The undersigned shall remove the vehicles as directed by an officer of the Oregon City Police to clear traffic lanes, and also see that all broken glass, petroleum, oils, debris, and other materials is removed from the street before leaving the scene.

It is further understood and agreed that the undersigned shall receive all police requests for non-preference private tows so long as this agreement is in effect. The undersigned is solely responsible for collecting the price of all non-preference private tows, as defined in the Specifications and Policy statement.

I. INSURANCE

The undersigned agrees to procure and maintain insurance for all its activities arising under this contract, including insurance for bodily injury and property damage, as

specified in Section II.D.6 in the attached *Specifications and Policy for Emergency Towing*. The undersigned agrees to furnish proof of this coverage and to instruct its insurance carrier to notify the Oregon City Recorder directly of any changes in policy limits or coverage, or if the policy is terminated or not renewed.

II. EARLY TERMINATION

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term upon the occurrence of any of the following:
 - 1. by mutual written consent of the parties.
 - 2. by either party upon 60 days' written notice to the other, delivered by certified mail or in person.
 - 3. by the City, effective upon delivery of written notice to the undersigned by certified mail or in person, under any of the following conditions:
 - a. If the undersigned fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If the undersigned fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms after receipt of 10 days written notice from City.
 - c. If the undersigned fails to meet the minimum specifications contained in the attached Specifications and Policy statement at any time.
- B. Upon receipt of notice of cancellation, the undersigned shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last submittal of a statement of services.
- C. Any termination of the Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.
- D. The rights and remedies of City provided in this Agreement relating to defaults by the undersigned shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any delay resulting in whole or part from the failure of the City to perform its responsibilities under this Agreement or from causes beyond the control of the parties will result in a corresponding extension of the term of the Agreement.

III. REQUIRED CONDITIONS

- A. The undersigned shall make payment promptly, as due, to all persons supplying to the undersigned, labor or materials for the prosecution of the work provided for in this Agreement.
- B. The undersigned shall pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
- C. The undersigned shall not permit any lien or claim to be filed against the City of Oregon City on account of any labor or material furnished under this Agreement.
- D. The undersigned shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If the undersigned fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
- F. If the undersigned or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from the City or the undersigned, the undersigned or subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279.445(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest contractor or subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the City or from the undersigned, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- G. Any person employed under this contract shall receive at least time and a half pay for all time worked on the legal holidays specified in ORS 279.334(1)(a)(C)(ii) to (vii) and for all time in excess of ten (10) hours in any one day or forty (40) hours in any one week, whichever is greater.
- H. The undersigned shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the undersigned, of all sums that the undersigned agrees to pay for such services and all money and sums that the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing such service.

- I. The undersigned agrees that it is a “subject” employer and that it will comply with ORS 656.017.

IV. MODIFICATION, SUPPLEMENTS OR AMENDMENTS

No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto. The undersigned may not assign or sub-contract any work under this Agreement without the express written consent of the Chief of Police.

V. INTEGRATION

This Agreement, including the attached *Specifications and Policy for Emergency Towing and Bid Proposal*, contains the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all prior written or oral discussions or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

VI. LEGAL EXPENSES

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

VII. 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.

VIII. NUMBER AND GENDER

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

IX. CAPTIONS AND HEADINGS

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

X. CALCULATION OF TIME

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

XI. NOTICES

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

City: Chief of Police
City of Oregon City
320 Warner Milne Road
P.O. Box 3040
Oregon City, OR 97045-0304

Tow Company/Contractor: Bud's Towing Inc. _____
Name
126 S. McLoughlin Blvd. _____
Street Address
Oregon City, OR 97045 _____
City, State & Zip Code

DATED this _____ day of _____ 2017.

(Tow Company)

By: _____

Title: _____

THE ABOVE TOW COMPANY IS HEREBY CERTIFIED AS THE EXCLUSIVE TOWING AGENCY FOR POLICE TOWS AND NON-PREFERENCE PRIVATE TOWS FOR A FIVE (5) YEAR PERIOD COMMENCING JULY 1, 2017, AND ENDING JUNE 30, 2022.

James Band, Chief of Police



OREGON CITY

SPECIFICATIONS AND POLICY FOR EMERGENCY TOWING

I. GENERAL

Sealed bids, for the exclusive provision of Emergency Towing Services for the City of Oregon City for the period of July 1, 2017 through June 30, 2022 will be received by the Chief of Police of the City of Oregon City.

A qualified bidder is one who, by reason of experience and competence in the particular business has thereby demonstrated a fitness to render the service to be furnished under the contract.

II. OUTLINE OF PROCEDURE TO DISPATCH TOW TRUCKS OREGON CITY POLICE DEPARTMENT CALLS ONLY

A. Definitions.

1. *"POLICE TOWS"*: All vehicles ordered to be towed by an officer of the Oregon City Police Department for a violation of any traffic, parking, or criminal law or ordinance, vehicles that are or may contain evidence of a criminal offense, recovered stolen vehicles, and vehicles ordered towed for safekeeping. Abandoned vehicles towed as a nuisance shall not be considered police tows.
2. *"ACCIDENT TOWS"*:
 - a. *"Non-Preference Private Tows"*: Disabled or wrecked vehicles that are to be towed from public streets, highways, or premises open to the public, at the owner's request and expense, where the owner or operator expresses no preference as to which tow company provides said towing service.
 - b. *"Preference Private Tows"*: Disabled or wrecked vehicles that are to be towed from public streets, highways, or premises open to the public, at the owner's request and expense, and the owner or operator requests that a specific tow company provide said towing service.
3. *"SERVICE CALLS"*: Are non-tow situations that include, but are not limited to, jump-starting motorist's vehicles, lockouts and drop fees.

4. *"MOTORIST REQUESTED NON-ACCIDENT TOWS"*: Tows requested by citizens through the Oregon City Police Department in non-accident situations. These tows typically involve stranded motorists who need a tow due to mechanical problems.
 5. *"CHIEF OF POLICE"*: Includes the Chief of Police of the Oregon City Police Department and his designee.
 6. Designation of Classes of Tow Trucks. The following designations are intended to be in accordance with industry standards and classifications:
 - a. *"CLASS A TOW TRUCK"*: is a lighter capacity tow vehicle with a rating of under 10,000 GVW designed to tow passenger vehicles.
 - b. *"CLASS B TOW TRUCK"*: is a medium capacity single axle tow vehicle with a rating under 27,500 GVW.
 - c. *"CLASS C TOW TRUCK"*: is a tow vehicle rated in excess of 27,500 GVW equipped with air brakes and suitable equipment to tow heavier vehicles.
 - d. *"CLASS D TOW TRUCK"*: is a tilting flatbed truck with a GVW rating less than 27,500 lbs.
- B. The primary function of the Police Department is to protect the life and property of the citizens. This function embraces public safety.
- C. The Oregon City Police Department has a duty to make certain that all hazards at the scene of an accident or where a disabled vehicle has blocked the highway or street are removed as quickly as possible to prevent further collisions. The Tow Company shall be responsible to carry out that duty and must be able to respond to all calls for tows in a prompt and efficient manner and have the necessary equipment to remove all hazards.
- D. In order to be qualified to provide emergency towing service to the Oregon City Police Department, the Tow Company must meet the following minimum specifications:
1. Provide 24-hour service.
 2. Have a complete knowledge of the Oregon City area, including familiarity with all neighborhoods and streets.
 3. Provide at least six tow trucks: two of which must be Class C tow trucks; plus four other tow trucks of any combination of the A, B or D classes. All tow trucks are to be equipped with P.T.O. driven winches. All trucks and equipment must be in good operating condition and operated by drivers competent in the recovery and

towing of vehicles.

4. Provide an approved fenced storage lot with outside storage for a minimum of 100 cars in addition to a secure inside storage for a minimum of 10 "Police Tow" cars. These storage facilities must be located within the city limits of Oregon City and payment for towing charges must be accepted at both of these facilities.
5. Each tow truck is required to have the minimum equipment as follows:
 - a. One 40BC dry chemical fire extinguisher.
 - b. Emergency warning lights with a night visibility of 500 feet.
 - c. One extension light or five-cell flashlight or equivalent.
 - d. Two wrecking bars.
 - e. Six red emergency fuses or two electric flashing red emergency portable lights with a night visibility of 300 feet.
 - f. Adequate unlock tools and hot start cables of not less than 10 feet.
 - g. At least one set of dollies per truck.
 - h. Portable auxiliary brake lights, turn signal, and tail light for use on towed vehicles.
 - i. A two-way radio capable of communicating with the towing firm's dispatcher.
 - j. "Wreck Ahead" signs, minimum size 30" x 30".
6. Furnish proof of insurance for each tow truck it operates within Oregon City in the following minimum amounts to the Oregon City Recorder:

The Tow Company agrees to furnish the City evidence of comprehensive general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence and \$1,000,000 general annual aggregate for personal injury and property damage.

The Tow Company shall furnish proof of insurance as specified above before it is authorized to tow for the City of Oregon City. The Tow Company will require its insurance carrier to directly notify the Oregon City Recorder of any changes in policy coverage or coverage limits.

E. Inspection of Tow Company and equipment:

1. Each company applying to furnish emergency towing service to the City of Oregon City shall have their towing equipment and facilities inspected for

compliance with the minimum requirements by a member of the Oregon City Police Department as designated by the Chief of Police.

2. Towing equipment and facilities may be inspected for compliance with the specifications of this policy at any time.
3. The Tow Company shall immediately notify the Oregon City Police Department in writing, whenever the Tow Company replaces towing equipment. The written notice must identify the replacement equipment and specify what equipment is being replaced.

F. *Availability of the equipment.* The company shall be available to respond to towing requests from the City 24 hours a day, every day of the year. The company shall be required to dispatch their towing equipment to arrive within the following response times:

1. Class A: daytime – 10 minutes; night – 15 minutes
2. Class B: daytime – 15 minutes; night – 25 minutes
3. Class C: daytime – 15 minutes; night – 25 minutes
4. Class D: daytime – 10 minutes; night – 15 minutes
5. Spill Control Unit: daytime – 15 minutes; night – 25 minutes

G. *Spill Control.* The Tow Company will be responsible for containing and removing any spilled or leaking fuels, oils, and non-hazardous materials, in cooperation with and under the direction of the Oregon City Police Department and any fire agency servicing the City of Oregon City.

If Tow Company suspects that hazardous materials, substances, or wastes, as those terms are defined under federal law and by the State of Oregon, Department of Environmental Quality, have spilled or are leaking, or if a large quantity of fuel or oil is spilled or leaking beyond the capacity of the Tow Company to handle, the Tow Company shall notify the Oregon City Police Department and the agency providing fire protection to the City of Oregon City.

The Tow Company must have a spill control unit ready for immediate response as outlined under Section II.F (“Availability of the equipment”). The spill control unit must contain absorbent pads, dikes, diesel transfer pumps, absorbent sweeps, and a tank patch kit. The Tow Company must also have appropriate lighting equipment capable of lighting the area of the spill or leak. The spill control unit operator must be trained in the handling of these spills, substances and wastes.

H. The Tow Company shall receive all police tows and non-preference private tows for the Oregon City Police Department (except for tows of abandoned vehicles, which

may be towed by a separate company pursuant to an agreement to handle vehicles abandoned and deemed a nuisance).

- I. *Preference private tows.* Officers at the scene of an accident or traffic hazard will attempt to accommodate preference private tow requests by citizens, so long as the requested tow company can respond to the scene promptly, and only so long as traffic, weather, congestion, and other varying conditions will permit the request without endangering public safety, as determined in the sole discretion of the Oregon City Police Officers at the scene.
- J. In addition to any other rights pursuant to this agreement or any other powers, the Chief of Police or his designee may terminate this agreement for the following reasons:
 - 1. Failure to provide the services identified in this Specification and Policy statement.
 - 2. Failure to provide proof of appropriate insurance coverage as required herein.
 - 3. Failure to keep equipment in good condition.
 - 4. Any other violation of this Specification and Policy statement.
- K. Grievances.
 - 1. If the certified Tow Company has a grievance with the Police Department, it shall forward that grievance in writing to the Chief of Police. The Chief of Police or his designee shall review the grievance and shall respond in writing.
 - 2. a. If the certified Tow Company fails to respond to a call within the time specified herein, fails to maintain equipment to minimum standards, or otherwise violates the requirements set forth in this statement, the Chief of Police or his designee shall notify the Tow Company of the violation in writing. The Tow Company shall respond in writing within 72 hours of receipt of such notification. If the Tow Company fails to respond, it shall be suspended from further calls until a written response is received.
 - b. After the Tow Company responds, the Chief of Police or his designee shall review the response. If the Chief of Police or his designee confirms a violation of the Specifications Policy statement or the Agreement, he will issue a notice of such violation. The notice of violation shall be considered a first warning. A continuing violation or any further confirmed violations may result in a temporary or permanent suspension of the Tow Company's certification, or reassignment of emergency towing to another company, in the sole discretion of the Chief of Police or his designee. This procedure does not apply to violations of the requirement to carry insurance in the amounts

specified in Section D(6) of this Specification and Policy statement. Failure to carry insurance as specified therein will result in immediate termination of this agreement.

III. THE RIGHTS OF THE CHIEF OF POLICE

- A. The Chief of Police has the right to require certain standards and specifications for emergency towing service in order to meet the responsibilities of effective public safety, including the provision of emergency towing service in order to clear hazards from the public highways and roadways.
- B. The Chief of Police has the right to assign the towing agreement to the Tow Company that will provide the most efficient, professional service, based on location, type of equipment available, experience and competence. The Chief of Police has the sole right to determine the Police Department's emergency towing policies, subject to the approval of the Oregon City Commission.
- C. The efficient operation of this service is based upon the responsibility of the Chief of Police to effectively discharge his duty in the protection of life and property.
- D. This policy must be approved by the Oregon City Commission; any changes to or cancellation of, this policy must also be approved by the Commission.

IV. RESPONSIBILITY OF THE TOW COMPANY

- A. The Tow Company is required to read and acknowledge the contents of this document and the information contained in the separate tow questionnaire, if applicable.
- B. The Chief of Police and the Tow Company recognize that extraordinary or unusual circumstances may require the use of additional or special equipment not specifically required by this contract. Therefore, the Tow Company shall be allowed and may be required to summon such additional or special equipment from another source to effectively provide the services required by this agreement. However, the Tow Company must at all times have all of the equipment required by this policy.

- C. The Tow Company will provide the City Manager and the Chief of Police its schedule of rates and charges. The Tow Company will also provide the City Manager and the Chief of Police with the addresses of its storage yards for towed vehicles.

James H. Band – Chief of Police

DATED: _____

The undersigned has read, understands, and acknowledges the contents of the foregoing policies regarding emergency towing procedures.

Tow Company

By: _____

Title: _____

DATED: _____

May 9, 2017

To: Community Newspapers

FOR: OREGON CITY NEWS – May 2017 edition

From: Jen Dominique, Executive Assistant

Billing to: Oregon City Police Dept.
320 Warner Milne Rd
Oregon City, OR 97045

Please place the following item in the Public Notices section of the Oregon City News.

REQUEST FOR BID

Oregon City Police Dept is currently accepting bids for towing service from Tow Companies located within the city limits of Oregon City. Contract to run July 1, 2017 thru June 30, 2022. Pick up specifications packet at Police Dept 320 Warner Milne Rd. Submit bid in sealed envelope to Police Dept by 2:00 PM Wednesday June 14, 2017. Public bid opening will occur at 3:00 PM on June 14, 2017.

BID PROPOSAL

TO: Chief of Police
City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

The following is my/our bid for Emergency Towing Service rates as per printed specifications for "Emergency Towing Service" within the city limits of Oregon City, Oregon.

RATES

- | | |
|--|------------------|
| A. Police Tow (include any flatbed or dolly usage) | \$ <u>225.00</u> |
| B. Accident Tow (preference and non-preference private
tows – includes any flatbed or dolly usage) | \$ <u>250.00</u> |
| C. Motorist Requested Non-Accident Tows (preference
and non-preference tows - includes any flatbed or
dolly usage) | \$ <u>95.00</u> |
| D. Mileage (per mile) | \$ <u>5.00</u> |
| E. Service Call (per ½ hour) | \$ <u>75.00</u> |
| F. Winch (per ½ hour) | \$ <u>100.00</u> |
| G. Driveline Removal | \$ <u>50.00</u> |
| H. Standby, cleanup (per ½ hour – excluding first ½ hour at scene) | \$ <u>75.00</u> |
| I. Storage (per day – minimum 1 day charge per car spot) | \$ <u>45.00</u> |
| J. After hours release (gate fee) | \$ <u>40.00</u> |
| K. Tow Company shall charge its regular and usual rates
<i>When the vehicle to be towed exceeds 20,000 GVW.</i> | |

I. EQUIPMENT AND STORAGE FACILITIES

The undersigned bidder hereby certifies that it currently possesses the following equipment and storage facilities, all of which is well maintained and in good operating condition, and all of which meets or exceeds the specifications listed in the Specifications and Policy for Emergency Towing.

A.

1. Class A tow trucks (describe by year, make and model):
1994 Ford 4x4 Tow Truck w/
2002 Jerr dan underLift
2. Will this unit be based in Oregon City? yes
3. If not, state distance in miles from Oregon City limits? N/A

B.

1. Class B tow trucks (describe by year, make and model):
2002 Kenworth 22,000 GVW Tow Truck
2. Will this unit be based in Oregon City? yes
3. If not, state distance in miles from Oregon City limits? N/A

C.

1. Class C tow trucks (describe by year, make and model):
1970 Peterbilt Tow Truck 36,000 GVW w/tag
1977 Freightliner Tow Truck 33,000 GVW
2005 Sterling Crane 28 ton w/ 102' of Boom
2. Will this unit be based in Oregon City? yes
3. If not, state distance in miles from Oregon City limits? N/A

D.

1. Class D flatbed or car carrier (describe by year, make and model):
1995 International D2 4700 Flatbed
2006 Kenworth T300 Flatbed
2. Will this unit be based in Oregon City? yes
3. If not, state distance in miles from Oregon City limits? N/A

E.

1. Spill Control Unit (describe fully including all equipment, qualifications of the operator and appropriate lighting equipment):

- See Attached

2. Will this unit be based in Oregon City? *yes*

3. If not, state distance in miles from Oregon City limits? *N/A*

F. Location and storage capacity of fenced outside storage lot:

*126 S. McLoughlin Blvd
Oregon City OR 97045* *100+ cars*

G. Location and storage capacity of secure inside storage facility:

*126 S. McLoughlin Blvd.
Oregon City OR 97045* *30+ cars*

II. STATEMENT OF EXPERIENCE AND COMPETENCE

Please attach a separate statement of the bidder's experience and competence to render the services required by the *Specifications and Policy for Emergency Towing Agreement*.

Include a discussion of the following areas:

- A. Knowledge of the Oregon City area;
- B. History of service and police towing experience;
- C. Training and experience of tow truck operators;
- D. Ability to comply with the required response times listed; and
- E. Equipment and facilities, exceeding the minimum requirement, which your company possesses that you feel enhances your ability to provide emergency tow service to the City.
- F. Any other relevant considerations.

III. MISCELLANEOUS

- A. The undersigned bidder hereby represents that this bid is made fairly and in good faith, without fraud, and without collusion with any other person, firm, or corporation also bidding for police towing privileges.
- B. The undersigned bidder expressly represents that it meets all of the requirements set forth in the attached *Specifications and Policy for Emergency Towing*.
- C. The undersigned bidder hereby certifies that it (_____ is) (_____ is not) a resident bidder as that term is defined in ORS 279.029. (All bidders must check one.)
- D. The undersigned bidder hereby certifies that all of the information contained in this bid proposal is true and accurate. Any misrepresentations, misstatements, or omitted answers shall be grounds for rejection of this bid proposal and disqualification of the bidder.

DATED this 23rd day of May 2017

Name of Bidder: Bud's Towing Inc
(Corporation, firm or individual)

By: Andrea Bulluck

Title: Vice President

Bidder's Business Address: 126 S. McLoughlin Blvd
Street Address

Oregon City OR 97045
City, State and Zip Code

503-656-9211
Phone Number

Emergency Towing Bid Proposal

Our Incident Spill Unit is fully equipped and ready for immediate response. The average response time is 10 minutes in the Oregon City area and is available 24 hours a day, 7 day a week and 365 days a year! Attached is a partial equipment list of what this unit has to offer.

Spill Control Unit and Equipment: 1977 Grumman Box Van

- * 1st Aid Kit
- * Eye Rinse
- * Safety Goggles and Vests
- * Gloves
- * Fire Extinguisher
- * Rain Gear
- * Life Jackets
- * Respirators
- * 12V and 220 Connections
- * Generator
- * Air Compressor w/ 50 ft hose
- * 10,000 lb winch
- * Chain Saws
- * Cutting Torches and Saws
- * Jacks
- * Jump Start System
- * Air Bag Lift System
- * Power Tools
- * Equipped Tool Boxes
- * Fuel Transfer Pumps
- * 55 gal. Drums
- * Plug & Dike Kits
- * Sorpads
- * Absorbent Sweeps
- * Tank Patch Kits
- * Large and Small Oil Booms
- * Haz-mat Bags
- * Tape
- * Flashlights
- * Inverted Paint
- * Tie Downs & Bungee Cords
- * On & Off Loading Ramps
- * Cones
- * Gas Cans

Again this is just a partial list and can be inspected at our Oregon City location anytime. Outside input and ideas for equipment that should be added is always WELCOME!!

Bud's Towing Inc.
126 S. McLoughlin Blvd, Oregon City Oregon 97045
503-656-9211 - 24 hours / 503-655-6711 - fax

Knowledge and History of the Oregon City Area

Bud's Towing has been in the towing and recovery business in Oregon since 1958 and is now a 4th generation owned and operated business. Our office is located at 126 S. McLoughlin Blvd in Oregon City. We have been at this location since 1968. We are highly experienced in all aspects of the towing business and have unmatched knowledge of the Oregon City area, its geography, people, and unique towing needs. We have the equipment and expertise to meet all of the special needs that surround our area.

Training and Experience of our Tow Truck Operators and Dispatchers

Our towing operators are thoroughly trained and highly experienced in all aspects of vehicle towing and recovery, including specialized vehicles. Most have worked for us continually for long periods of time resulting in a stable, dependable workforce. We provide our personnel with both in-house and specialized training. Our dispatchers are trained in all areas including locations, mechanical repair facilities, map reading, and are all familiar with all of the special needs that surround the area. All calls are dispatched right from Oregon City. This helps to ensure promptness and personalization to each customer.

Equipment and Facility

Enclosed you will find an aerial view of our facility along with pictures and a list of equipment that is available. All of our equipment is available 24 hours a day, 7 days a week, and 365 days per year. We also offer miscellaneous equipment not shown. (i.e. forklift, pallet jacks, portable dumpsters, and many other items)

Other Considerations

In the event of any major accident (water recovery, truck accident, spill, passenger vehicle accident or other) we can offer the most professional command unit of its' kind. This unit allows us a place to work under the most intense situations. It is furnished with the latest spill equipment; air bags lift systems, generators, lighting systems and more. A complete equipment list is enclosed. This unit also has a complete contact list for equipment that we may not have, but can order for immediate delivery. (i.e. refer-trailers, back hoes, cats, dive teams, traffic control, additional on call laborers, etc...)

- C. The Tow Company will provide the City Manager and the Chief of Police its schedule of rates and charges. The Tow Company will also provide the City Manager and the Chief of Police with the addresses of its storage yards for towed vehicles.

James H. Band – Chief of Police

DATED: _____

The undersigned has read, understands, and acknowledges the contents of the foregoing policies regarding emergency towing procedures.

Bud's Towing Inc.
Tow Company

By: ABullack Andrea Bullack

Title: Vice President

DATED: May 23, 2017

2017
Expires 12/31/2017

CITY OF OREGON CITY

Incorporated 1844

Business Name: BUDS TOWING INC
Primary 126 S MCLOUGHLIN BLVD
Address: OREGON CITY, OR 97045

BUDS TOWING INC
126 S MCLOUGHLIN BLVD
OREGON CITY, OR 97045



BUSINESS LICENSE

License # : 0276

Date Issued : 1/1/2017

of Employees : 6

Must be placed in public view

PRESERVING OUR PAST - BUILDING OUR FUTURE



BUDSTOW-01

MOIRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagan Hamilton Insurance PO Box 847 Mcminnville, OR 97128	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext): (503) 472-2165	
INSURED Bud's Towing, Inc. 126 S McLoughlin Blvd Oregon City, OR 97045	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Oregon Mutual Insurance Co.	NAIC # 14907
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OMO911403	03/16/2017	03/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OMO911403	03/16/2017	03/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage & Dealers (Si			OMO911403	03/16/2017	03/16/2018	LIMIT 225,000
A	Property			OMO911403	03/16/2017	03/16/2018	LIMIT 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oregon Department of Transportation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bern & Coleman



City of Oregon City

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

Staff Report

File Number: PUB 17-009

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8e.

From: Public Works Director John Lewis

File Type: Public Works
Item

SUBJECT:

Restrictive Covenant Non-Remonstrance Agreement for the 2-Lot Partition at 13834 Lazy Creek Lane

RECOMMENDED ACTION (Motion):

Adopt the Restrictive Covenant Non-Remonstrance Agreement for the 2-Lot Partition at 13834 Lazy Creek Lane Project and authorize the Mayor and City Recorder to execute this document.

BACKGROUND:

In accordance with Oregon City Municipal Code 16.12.095, at the time of land division, applicants shall execute a binding agreement to not remonstrate against the formation of a local improvement district (LID) for improvements that benefit the applicant's property. Specifically identified in the OCMC are transportation, stormwater, sanitary sewer, water and sidewalk system improvements.

A Restrictive Covenant Non-Remonstrance Agreement provides a waiver of any and all rights to remonstrate against the formation of a Local Improvement District by the City of Oregon City for the purpose of making various improvements.

More specifically and under this action, the Restrictive Covenant Non-Remonstrance Agreement attached to this report serves as the binding agreement preventing the applicants from remonstrating against the formation of an LID by the City for the purpose of making public improvements for the project identified as the 2-Lot Partition at 13834 Lazy Creek Lane (MP16-01/NR16-03), Tax Map and Tax Lot 3-2E-08A 01900.

AFTER RECORDING RETURN TO:

City Recorder
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045-0304

Map No.: 32E08A
Tax Lots: 1900
Planning No.: MP 16-01/NR 16-03

Grantor: Cory Smith & Shannon Smith

**RESTRICTIVE COVENANT NON-REMONSTRANCE AGREEMENT
(PURSUANT TO CITY OF OREGON CITY ORDINANCE NO. 00-1014)**

The undersigned legal owners of the property described below (the "Property") hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) by the City of Oregon City (City) for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Property and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This non-remonstrance agreement is executed in consideration of not being required by the City to make the above-mentioned improvements at this time as a condition of land use approval of the 2-Lot Partition at 13834 Lazy Creek Lane.

Oregon City Planning File No. MP 16-01
MP-01/NR 16-03

For the purpose of this Covenant:

"Sanitary Sewer Improvements" includes pipelines or conduits and all other structures, devices, appurtenances and facilities used in collecting or conducting wastes to an ultimate point for treatment or disposal.

"Storm Sewer Improvements" includes pipelines, swales, detention or retention devices or conduits and all other structures, devices, appurtenances and facilities used in collecting or conducting storm water flow to an ultimate point for treatment or disposal.

"Water Improvements" includes pipelines, conduits, meters, hydrants and all other structures, devices, appurtenances and facilities used in collecting, treating or conveying drinking water from a source of supply to water consumers and other water users.

"Street Improvements" includes streets, sidewalks, curbs, gutters, street lighting and all other structures, devices, appurtenances, facilities and improvements used to serve cars, bicycles, pedestrians and other modes of transportation and conveyance.

"Right to remonstrate against the formation of an LID" refers solely to a property owner's right under the City Charter and Code to be counted as part of an extraordinary majority of property owners that can, in certain circumstances, suspend proceedings on the formation of an LID. The waiver of this right herein does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify

regarding the formation of the LID, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project or of the final assessment, or any other issue regarding the LID.

This covenant shall run with the land and be binding upon the undersigned and upon all subsequent owners of property.

The property subject to this covenant is described as follows:

-- SEE ATTACHED EXHIBITS "A" (Legal Description) and "B" (Survey, Plat, etc) --

In construing this covenant and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this June 22 day of, 2017; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

NOTICE: No stamp or corporate seal is allowed over any typed information.

Individuals, general partnerships

Cory Smith
(Signature No. 1)

Cory Smith
(Signer's No. 1 – Printed Name)

Shannon Smith
(Signature No. 2)

SHANNON SMITH
(Signer's No. 2 – Printed Name)

NOTICE: No stamp or corporate seal is allowed over any typed information.

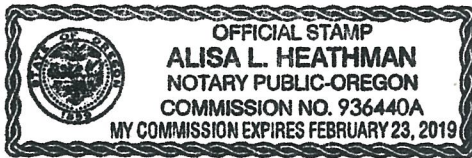
Personal Acknowledgement

STATE OF OREGON)
) ss.
County of Clackamas)

On this 22 day of June, 2017,
before me, Alisa L. Heathman,
the undersigned Notary Public, personal appeared
Cory Smith,
Shannon Smith,
and acknowledged the foregoing instrument to be
his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My Commission Expires: 02-23-2019
Stamp seal below



(Grantor's Name and Address)

City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045-0304
(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the condition that the Restrictive Covenant Non-Remonstrance Agreement granted is free and clear from any taxes, liens, and encumbrances.

Mayor

City Recorder



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

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

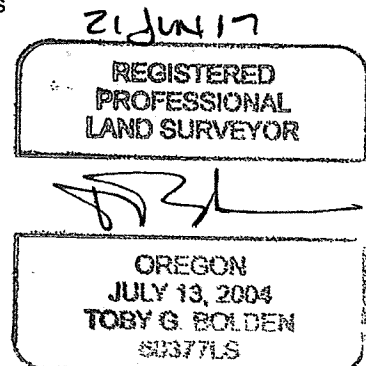
Exhibit "A"
Legal Description

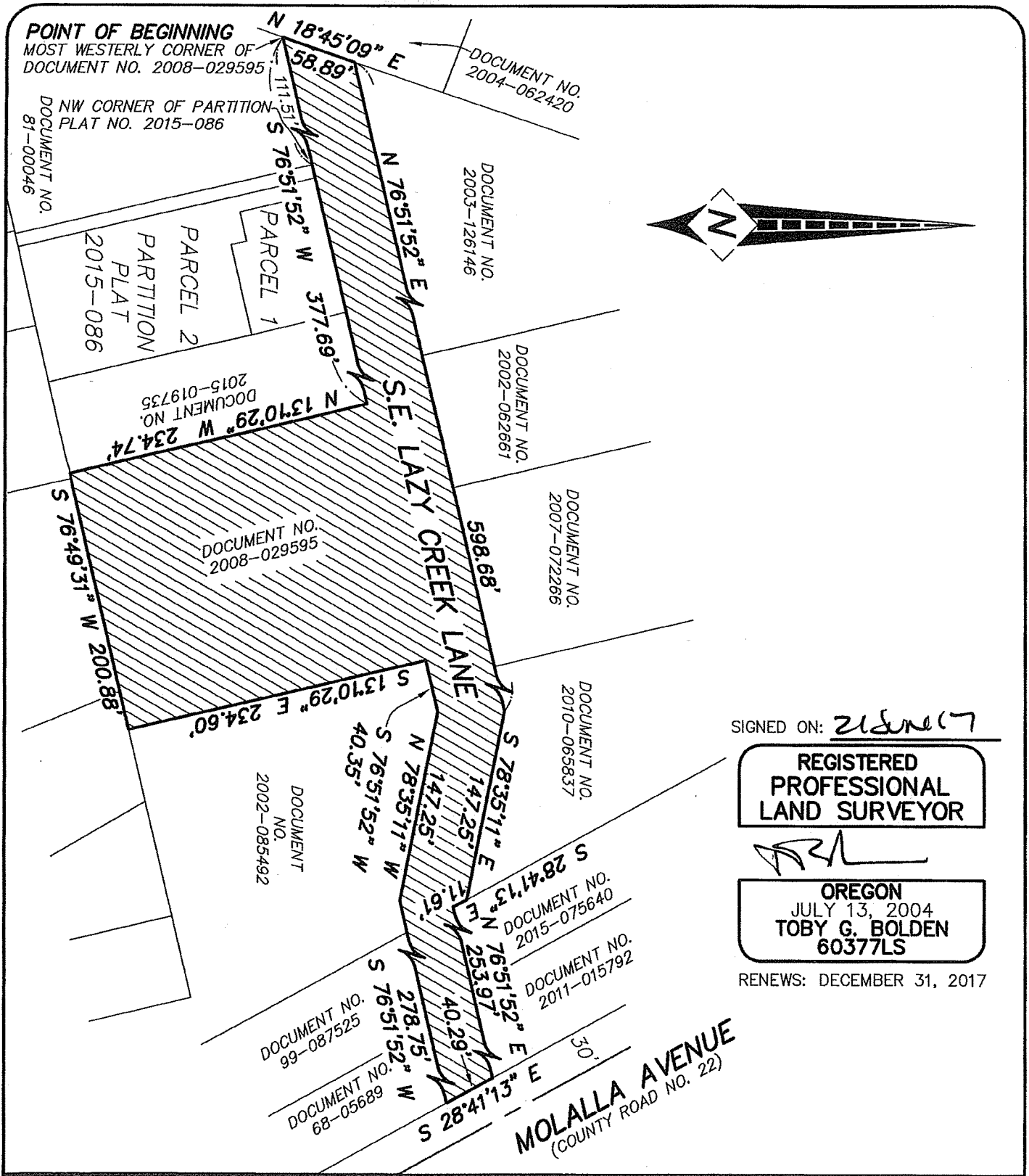
A Tract of land being all of that tract of land described in Deed Document No. 2008-029595, Deed records of Clackamas County, located in the northeast one-quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the most Westerly corner of that tract of land described in Deed Document No. 2008-029595, Deed records of Clackamas County, being South 76°51'52" West, 111.51 feet from the northwest corner of Partition Plat No. 2015-086, Plat records of Clackamas County; thence along the easterly line of that tract of land described in Deed Document No. 2004-062420, Deed records of Clackamas County, North 18°45'09" East, 58.89 feet to the southerly line of that tract of land described in Deed Document No. 2003-126146, Deed records of Clackamas County; thence along said southerly line and the southerly line of the tracts of land described in Deed Document No. 2002-062661, Deed Document No. 2007-072266 and Deed Document No. 2010-065837, Deed records of Clackamas County, North 76°51'52" East, 598.68 feet to an angle point; thence continuing along the southerly line of said Document No. 2010-065837 tract, South 78°35'11" East, 147.25 feet to the westerly line of that tract of land described in Deed Document No. 2015-075640, Deed records of Clackamas County; thence along said westerly line, South 28°41'13" East, 11.61 feet to the southerly line of said Document No. 2015-075640; thence along said southerly line and the southerly line of that tract of land described in Deed Document No. 2011-015792, Deed records of Clackamas County, North 76°51'52" East, 253.97 feet to the westerly right of way line of Molalla Avenue, being 30.00 feet westerly of centerline; thence along said right of way line parallel with said centerline, South 28°41'13" East, 40.29 feet to the northerly line of that tract of land described in Deed Document No. 99-087525, Deed records of Clackamas County; thence along said northerly line and the northerly line of those tracts of land described in Deed Document No. 68-05689 and Deed Document No. 2002-085492, Deed records of Clackamas County, South 76°51'52" West, 278.75 feet to an angle point; thence continuing along the northerly line of said Document No. 2002-085492 tract, North 78°35'11" West, 147.25 feet to an angle point; thence continuing along the northerly line of said Document No. 2002-085492 tract, South 76°51'52" West, 40.35 feet to the westerly line of said Document No. 2002-085492; thence along said westerly line, South 13°10'29" East, 234.60 feet to the northerly line of the Plat of "Land's End", Plat records of Clackamas County; thence along said northerly line South 76°49'31" West, 200.88 feet to the easterly line of that tract of land described in Deed Document No. 2015-019735, Deed records of Clackamas County; thence along said easterly line, North 13°10'29" West, 234.74 feet to the northerly line of said Document No. 2015-019735; thence along said northerly line and the northerly line of Partition Plat No. 2015-086, Plat records of Clackamas County, and the northerly line of that tract of land described in Deed Document No. 81-00046, Deed records of Clackamas County, South 76°51'52" West, 377.69 feet to the **POINT OF BEGINNING**.

Contains 95,418 Square feet.

This description is based on Survey No. 27701, Clackamas County Survey Records, and by this reference is made a part hereto.





SIGNED ON: 21 June 17

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

TGB

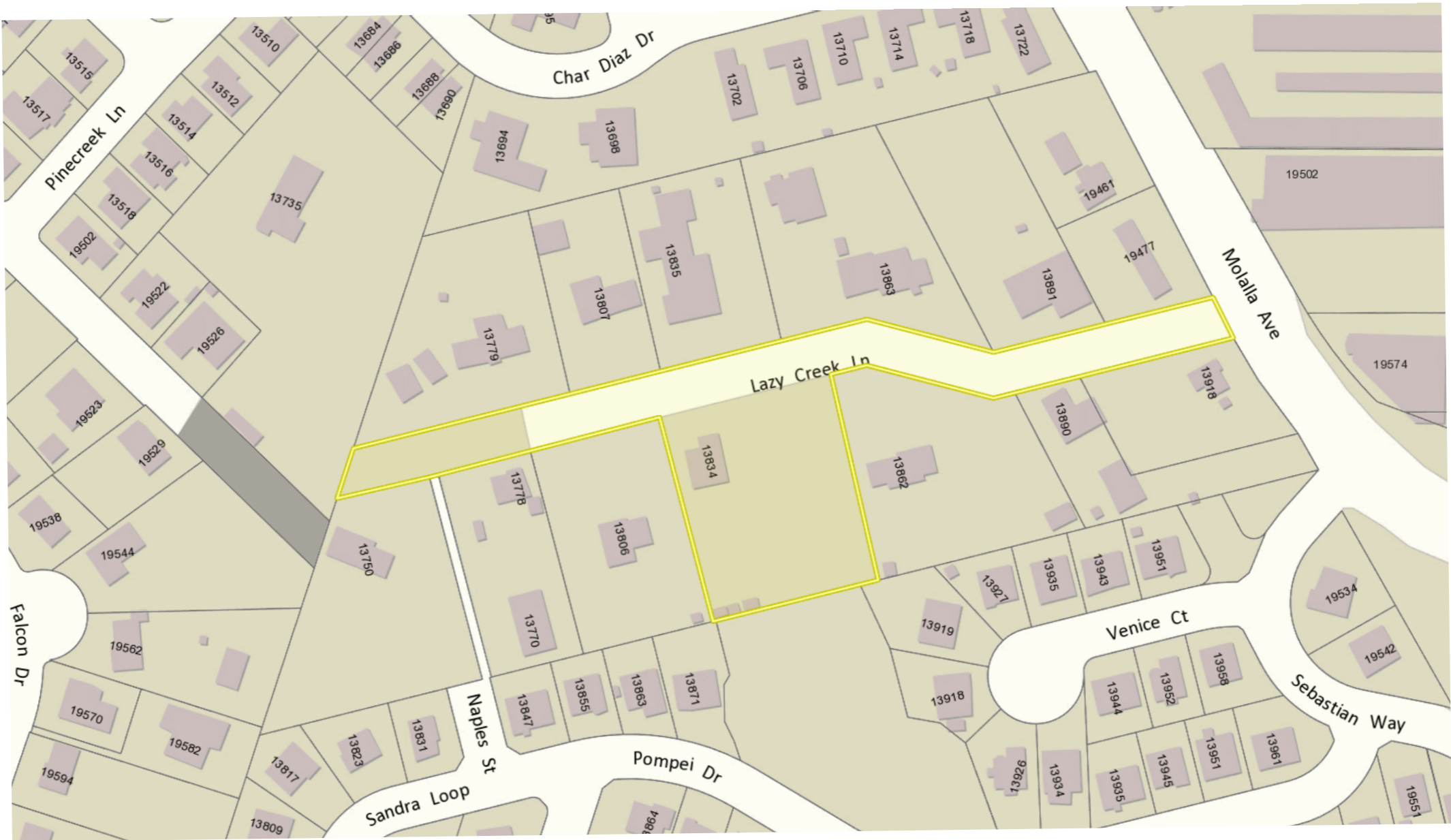
OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2017

CLIENT: CORY SMITH
ORIG. DATE: 6-21-2017
DRAWN BY: JL
SHEET No. 1 OF 1

EXHIBIT "B"
DOCUMENT NO. 2008-029595
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
SCALE: 1"=100'

CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189





City of Oregon City

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

Staff Report

File Number: PUB 17-010

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8f.

From: Public Works Director John Lewis

File Type: Public Works
Item

SUBJECT:

Restrictive Covenant Non-Remonstrance Agreement for the 5-Lot Subdivision at 13918 Lazy Creek Lane

RECOMMENDED ACTION (Motion):

Adopt the Restrictive Covenant Non-Remonstrance Agreement for the 5-Lot Subdivision at 13918 Lazy Creek Lane project and authorize the Mayor and City Recorder to execute this document.

BACKGROUND:

In accordance with Oregon City Municipal Code 16.12.095, at the time of land division, applicants shall execute a binding agreement to not remonstrate against the formation of a local improvement district (LID) for improvements that benefit the applicant's property. Specifically identified in the OCMC are transportation, stormwater, sanitary sewer, water and sidewalk system improvements.

A Restrictive Covenant Non-Remonstrance Agreement provides a waiver of any and all rights to remonstrate against the formation of a Local Improvement District by the City of Oregon City for the purpose of making various improvements.

More specifically and under this action, the Restrictive Covenant Non-Remonstrance Agreement attached to this report serves as the binding agreement preventing the applicants from remonstrating against the formation of an LID by the City for the purpose of making public improvements for the project identified as the 5-Lot Subdivision at 13918 Lazy Creek Lane(TP16-02), Tax Map and Tax Lot 3-2E-08A 02100.

AFTER RECORDING RETURN TO:

City Recorder
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045-0304

Map No.: 32E08A
Tax Lots: 2100
Planning No.: TP 16-02

Grantor: Dane Ellis

**RESTRICTIVE COVENANT NON-REMONSTRANCE AGREEMENT
(PURSUANT TO CITY OF OREGON CITY ORDINANCE NO. 00-1014)**

The undersigned legal owners of the property described below (the "Property") hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) by the City of Oregon City (City) for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Property and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This non-remonstrance agreement is executed in consideration of not being required by the City to make the above-mentioned improvements at this time as a condition of land use approval of the 5-Lot Subdivision at 13918 Lazy Creek Lane.

Oregon City Planning File No. TP 16-02

For the purpose of this Covenant:

"Sanitary Sewer Improvements" includes pipelines or conduits and all other structures, devices, appurtenances and facilities used in collecting or conducting wastes to an ultimate point for treatment or disposal.

"Storm Sewer Improvements" includes pipelines, swales, detention or retention devices or conduits and all other structures, devices, appurtenances and facilities used in collecting or conducting storm water flow to an ultimate point for treatment or disposal.

"Water Improvements" includes pipelines, conduits, meters, hydrants and all other structures, devices, appurtenances and facilities used in collecting, treating or conveying drinking water from a source of supply to water consumers and other water users.

"Street Improvements" includes streets, sidewalks, curbs, gutters, street lighting and all other structures, devices, appurtenances, facilities and improvements used to serve cars, bicycles, pedestrians and other modes of transportation and conveyance.

"Right to remonstrate against the formation of an LID" refers solely to a property owner's right under the City Charter and Code to be counted as part of an extraordinary majority of property owners that can, in certain circumstances, suspend proceedings on the formation of an LID. The waiver of this right herein does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify

regarding the formation of the LID, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project or of the final assessment, or any other issue regarding the LID.

This covenant shall run with the land and be binding upon the undersigned and upon all subsequent owners of property.

The property subject to this covenant is described as follows:

-- SEE ATTACHED EXHIBITS "A" (Legal Description) and "B" (Survey, Plat, etc) --

In construing this covenant and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 22nd day of, 2017; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

NOTICE: No stamp or corporate seal is allowed over any typed information.

Individuals, general partnerships

Dane Ellis

(Signature No. 1)

Dane Ellis

(Signer's No. 1 – Printed Name)

(Signature No. 2)

(Signer's No. 2 – Printed Name)

NOTICE: No stamp or corporate seal is allowed over any typed information.

Personal Acknowledgement

STATE OF OREGON)

) ss.

County of Clackamas)

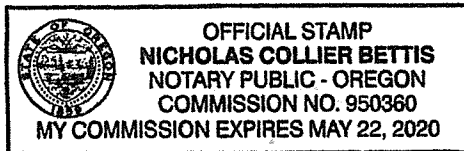
On this 22nd day of June, 2017,
before me, Nicholas C. Bettis,
the undersigned Notary Public, personal appeared
Dane Ellis,

and acknowledged the foregoing instrument to be
his/her voluntary act and deed.



NOTARY PUBLIC FOR OREGON

My Commission Expires: May 22, 2020
Stamp seal below



(Grantor's Name and Address)

City of Oregon City

P.O. Box 3040

625 Center Street

Oregon City, OR 97045-0304

(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the condition that the Restrictive Covenant Non-Remonstrance Agreement granted is free and clear from any taxes, liens, and encumbrances.

Mayor

City Recorder



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

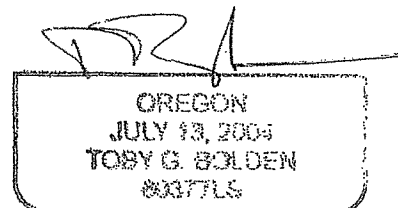
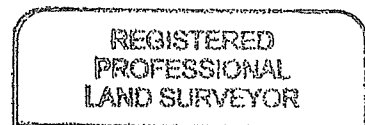
19376 Molalla Avenue, Suite 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Legal Description

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2016-043162, DEED RECORDS OF CLACKAMAS COUNTY IN THE N.E. 1/4 OF SECTION 8, T.3S., R.2E., W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NO. 2016-043162, DEED RECORDS OF CLACKAMAS COUNTY, BEING NORTH 68°06'28" EAST, 344.97 FEET FROM THE NORTHWEST CORNER OF LOT 5 OF THE PLAT OF "LANDS END" (PLAT NO. 3508), CLACKAMAS COUNTY PLAT RECORDS; THENCE, ALONG THE MOST NORTHERLY EAST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NO. 68-005689, DEED RECORDS OF CLACKAMAS COUNTY, NORTH 28°35'44" WEST, 125.46 FEET TO THE SOUTH LINE OF S.E. LAZY CREEK LANE, A VARIABLE WIDTH EASEMENT OVER A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NO. 2008-029595, DEED RECORDS OF CLACKAMAS COUNTY; THENCE, ALONG SAID LINE, NORTH 76°51'52" EAST, 164.76 FEET TO THE WEST RIGHT OF WAY LINE OF MOLALLA AVENUE, AKA MARKET ROAD NO. 22, AKA STATE HIGHWAY 213, BEING 40.00 FEET WEST OF THE CENTERLINE AS ESTABLISHED IN DEED RECORDED AS DOCUMENT NO. 83-41644, DEED RECORDS OF CLACKAMAS COUNTY; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 28°41'13" EAST, 8.70 FEET TO A POINT OF CURVATURE; THENCE, ALONG THE ARC OF A 612.96 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°44'06", AN ARC LENGTH OF 104.15 FEET (CHORD OF WHICH BEARS SOUTH 33°33'16" EAST 104.02 FEET) TO THE MOST EASTERLY NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN SAID DEED RECORDED AS DOCUMENT NO. 68-005689; THENCE, ALONG SAID MOST EASTERLY NORTH LINE, SOUTH 71°48'08" WEST, 170.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,057 SQUARE FEET.

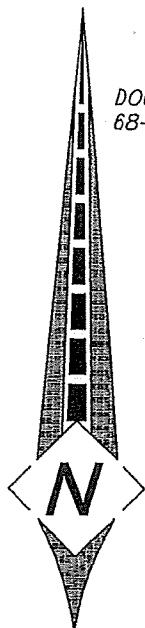
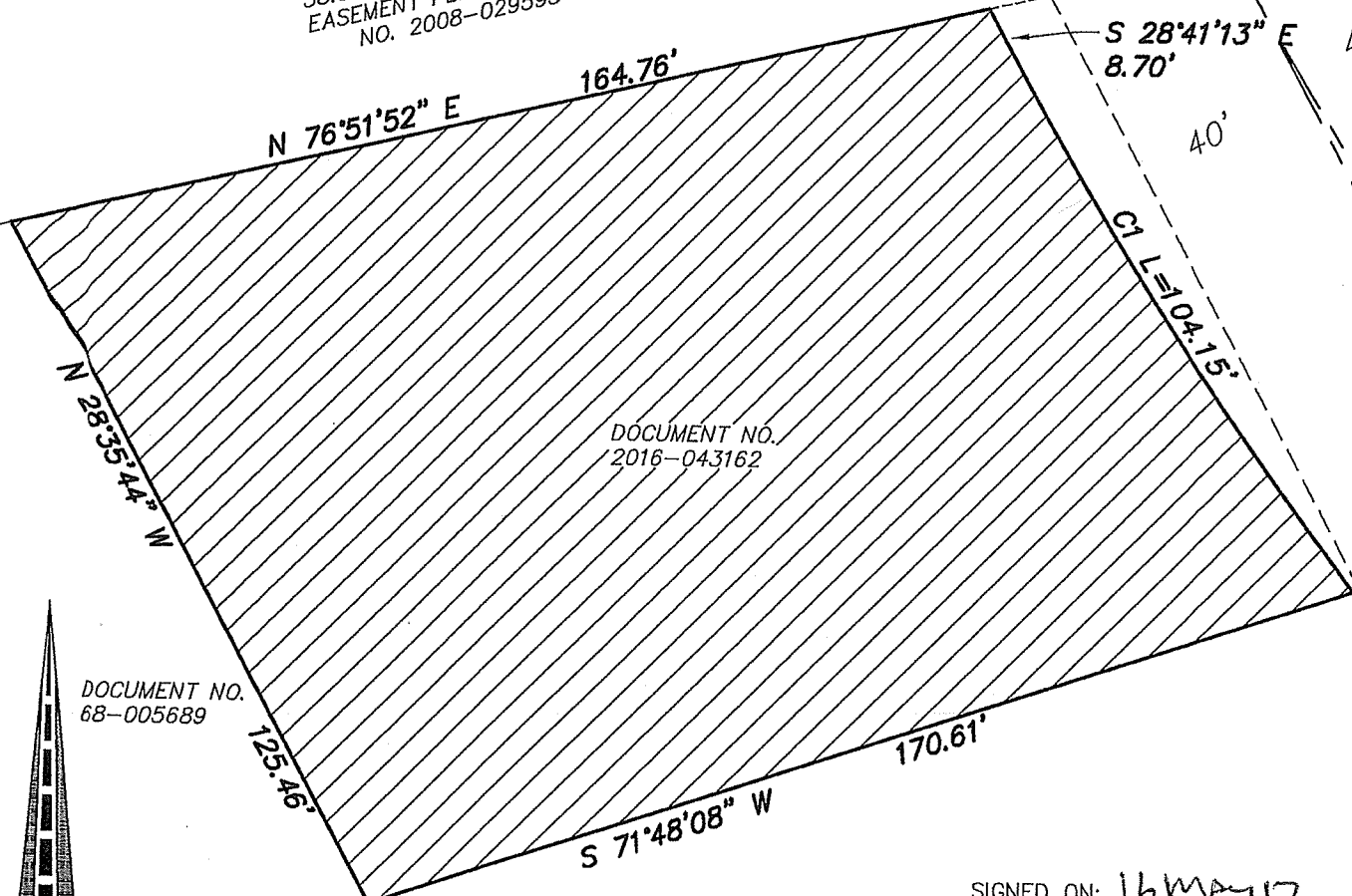


RENEWS: 31 DEC 17

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	104.15'	612.96'	9°44'06"	S 33°33'16" E	104.02'

S.E. LAZY CREEK LANE
 38.81' WIDE PRIVATE LANE
 EASEMENT PER DOCUMENT
 NO. 2008-029595

MOLALLA AVENUE
 (MARKET ROAD NO. 22)
 (STATE HIGHWAY 213)



DOCUMENT NO.
68-005689

DOCUMENT NO.
2016-043162

DOCUMENT NO.
68-005689

344.97'
N 68°06'28" E
NORTHWEST
CORNER OF LOT 5
"LAND'S END"

**POINT OF
BEGINNING**
 SW CORNER
 DOCUMENT NO.
 2016-043162

SIGNED ON: 16 May 17

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

[Signature]

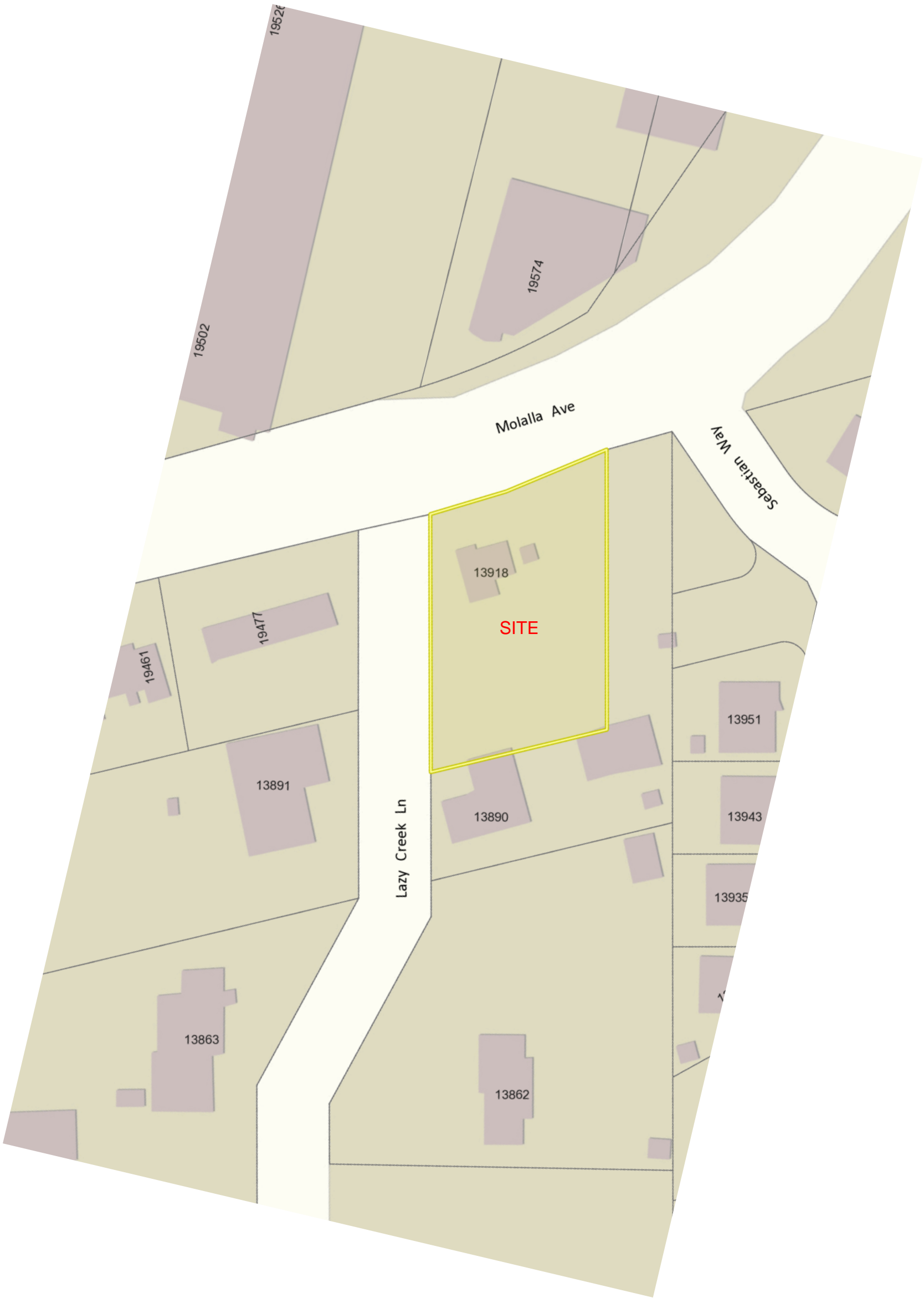
**OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS**

RENEWES: DECEMBER 31, 2017

CLIENT: **DANE ELLIS**
 ORIG. DATE: **MAY 15, 2017**
 DRAWN BY: **JL**
 SHEET No. **1 OF 1**

EXHIBIT "B"
DOCUMENT NO. 2016-043162
 CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
 SCALE: 1"=30'


CENTERLINE CONCEPTS
LAND SURVEYING, INC.
 19376 MOLALLA AVE., SUITE 120
 OREGON CITY, OREGON 97045
 PHONE 503.650.0188 FAX 503.650.0189



Molalla Ave

Sebastian Way

SITE

Lazy Creek Ln

19502

19574

19461

19477

13891

13863

13918

13890

13862

13951

13943

13935

13945



City of Oregon City

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

Staff Report

File Number: 17-404

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8g.

From: Police Chief and Public Safety Director James Band

File Type: License

SUBJECT:

OLCC: Liquor License Application- On-Premises Sales, Change in Ownership, Applying as a Limited Liability Company, SecondGen LLC (DAB Jimmy O's), 1678 Beavercreek Road, Suite R, Oregon City, OR 97045

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve OLCC Application for SecondGen LLC (DAB Jimmy O's), 1678 Beavercreek Road, Suite R, Oregon City, OR 97045.

BACKGROUND:

The Oregon City Police Department ran a background check on Matthew and Janae Petrous and they are eligible to hold a liquor license.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

KJ

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☒ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

90-DAY AUTHORITY

☒ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: 6-21-17

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① SecondGen LLC ③ _____
② _____ ④ _____

2. Trade Name (dba): Jimmy O's Pizzeria

3. Business Location: 1678 Beavercreek Road Suite R Oregon City Clackamas OR 97045
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 1678 Beavercreek Road Suite R Oregon City OR 97045
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-655-6329 503-723-3919
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Stewart-Mac Inc. Type of License: Limited On-Premises

8. Former Business Name: Jimmy O's Pizzeria

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Oregon City ✓
(name of city or county)

11. Contact person for this application: Matthew Petrous 503-481-7553/cell
(name) (phone number(s))
17020 Gurnee Ave. Gladstone, OR 97027 petrousemail@yahoo.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① *Matthew Petrous* Date 6-8-17 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

JUN 14 2017

RECEIVED



City of Oregon City

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

Staff Report

File Number: 17-417

Agenda Date: 7/19/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8h.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the January 20-21, 2017 Commission Retreat



City of Oregon City

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

Meeting Minutes - Draft

City Commission

Dan Holladay, Mayor
Brian Shaw, Commission President
Nancy Ide, Frank O'Donnell, Renate Mengelberg

Friday, January 20, 2017

4:00 PM Museum of the Oregon Territory - 211 Tumwater Dr.

City Commission Retreat - Jan. 20 - 21, 2017

4:00 p.m. - Friday, January 20, 2017

1. Convene Retreat and Roll Call - Mayor Dan Holladay

Commission President Shaw called the meeting to order at 4:05 p.m.

Present: 5 - Commissioner Brian Shaw, Mayor Dan Holladay, Commissioner Nancy Ide, Commissioner Renate Mengelberg and Commissioner Frank O'Donnell

Staffers: 11 - City Manager Tony Konkol, Assistant to the City Manager Katie Durfee, City Recorder Kattie Riggs, Assistant City Recorder Jaime Reed, Economic Development Manager Eric Underwood, Community Services Director Phil Lewis, Library Director Maureen Cole, Human Resources Director Jim Loeffler, Finance Director Wyatt Parno, Public Works Director John Lewis and Police Chief and Public Safety Director James Band

2. Introductions and Communication Styles Icebreaker - Facilitator, Rhonda Hilyer, Agreement Dynamics, Inc.

Nancy Ahern, Retreat Facilitator from Agreement Dynamics, introduced herself and explained why the original facilitator Rhonda Hilyer was unable to attend. Ms. Ahern provided a colors personality and communications style ice breaker for the group to participate in.

3. Background for 2017-19 Goal Setting

Ms. Ahern provide the Commission and staff with some background of her communications with Ms. Hilyer and her insite on how she prepared for facilitating the retreat.

3a. Retreat Participation Guidelines - Facilitator, Rhonda Hilyer

Ms. Ahern lead a brief discussion about guidelines for how the retreat would proceed and allowing there to be questions after each department presentation.

3b. 2016 Accomplishments

City Manager Tony Konkol welcomed everyone to the Goal Setting Retreat. He also thanked everyone for attending and all of their hard work. Mr. Konkol reviewed a few of the City accomplishments and significant events for the year 2016. He discussed

change in the City and infrastructure, updated master plans, utility fees, and services. He discussed improvements in citizen engagement and changes in tools used to reach the community. Also mentioned were staffing challenges and the quality of existing work staff produce. This was an opportunity to continue the great work, decide what issues to address moving forward, and keep positive momentum going. Mr. Konkol discussed the Mid-Biennium Financial Report the Finance department drafted. There was economic growth and impeding Urban Renewal challenges. Over the next two days, he asked the Commission to help prioritize the work of staff and plan for the budget in the Spring.

There was a brief discussion on the December 2015 landslide emergency and the excellent communication within the City, and with other agencies involved.

Accomplishments discussed based on the previous goal setting guidelines were:

~IT infrastructure improvements were summarized as they related to cost savings, emergency recovery, and speed of business.

~The Risk Management program was applauded for the improvements over the past year.

~Parks, trails, brownfields grants, tourism plan, marijuana regulations, new jobs, partnerships with local entities, Beavercreek employment plan, HR recruitments, sewer, pavement PMUF, construction.

~Pioneer Center, Meals on Wheels and services at the Center.

~Concerts in the Park, continues growing.

~Traffic team, AEDs, police officers.

~WFLP open houses and community outreach events.

~Other big events were the Cove groundbreaking and the completion of the Carnegie Library.

~Community Outreach highlights, National Night Out, Citizen Involvement Committee, Oregon City Business Alliance, Oregon City Chamber of Commerce, staff time dedicated to community outreach.

Mr. Konkol touched on the community enrichment programs, friends of trees, city cleanup, concerts, classes, etc. He explained that staff has engaged in teambuilding and relationships are strong.

Commissioner Shaw asked how the City failed in community outreach in the past election (November 8, 2016).

Mayor Holladay said that the City may have overestimated the surety of the results of the election.

Commissioner O'Donnell said he was not surprised with the results of the election. He thought that the City needed to increase communication online.

3c.

Review and Discussion of Best Practices for an Elected Governing Commission - Facilitator, Rhonda Hilyer

Ms. Ahern stated that it is the Commission's responsibility to set the policy, set the direction, hold the big picture, and to be accountable to the public. She then explained the responsibility differences between the City Commission and the staff.

6:15 p.m. - Break for dinner.

6:44 p.m. - Reconvened.

3d. Summary of Individual Conversations with Commissioners - Facilitator, Rhonda Hilyer

Ms. Ahern provided a general summary of the conversations the Commissioners had with previous facilitator, Rhonda Hilyer, and Ms. Hilyer's summary to Ms. Ahern. There was general support of all five Commissioners with all the proposed goals. A few things that were brought up by individual Commissioners were critical infrastructure needs, community outreach needed improvements, "right-sizing" of departments should be a focus, and staff spread too thin. Priorities mentioned in discussions were realigned for the presentation.

3e. Mission/Vision Review and Process for Setting 2017-19 Commission Goals and Priorities - Facilitator, Rhonda Hilyer

The City's current Vision and Mission statements were displayed for discussion and Commissioner Ide had a suggested change. Commission Ide explained her suggested update to the Mission statement removing the word "healthy" and replacing it with the word "dynamic." She thought Oregon City was more than just "healthy," it was "dynamic."

Consensus was achieved to change the wording from "healthy" to "dynamic," so to read as:

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance.

City Recorder Kattie Riggs had a suggested change to Goal #4, replacing the word "seek" to "pursue," replace "maintain communications with citizens and facilitate..." with "increase transparency and encourage..." There was consensus to move forward with the changes proposed. With these changes it would read as: Pursue Opportunities to Increase Transparency and Encourage Citizen Participation.

4. Finance Department - Wyatt Parno, Finance Director

4a. Permitting and Enterprise Resource Planning System Upgrades (Goal 5)

Wyatt Parno, Finance Director thanked the Commission for their work and support, thanked Tony Konkol for his support, and thanked the Department Heads for their teamwork.

Finance highlights for 2016 include providing customer service every day.

Wyatt discussed how to prioritize work based on City needs and Department needs. Working on catching-up on collection of funds due the City. This years challenges include PERS, constructions costs, low interest earning impacts.

An overview of the General Fund shows unrestricted reserves of 3.5 million dollars, after PERS leaves about 2-3 million left over for projects.

On Goal 5, Public Works and Finance are working together to find a good fit on the new permit system.

The overall consensus was to continue moving forward with selecting and implementing the system.

5. Human Resources Department - Jim Loeffler, Human Resources Director

Jim Loeffler, Human Resources Director, discussed the challenges in his office. HR took on Risk Management increasing his duties. He said his priorities were to complete a management class compensation study, an employee engagement and satisfaction study, electronic evaluations system and the outdated evaluation form, along with paperless timekeeping.

HR expenses are difficult to control but the City does it's best to seek competitive rates on health and dental benefits. A highlight was the Safety award, and in Risk Management seeing an increased collection on claims and reduced costs.

Mayor Holladay suggested staff contact the US Conference of Mayors' staff regarding Enterprise Technology Solutions.

6. City Recorder's Office - Kattie Riggs, City Recorder**6a. Information Governance (Goal 4)**

Kattie Riggs, City Recorder, discussed the office's function and the City's records management program.

Ms Riggs highlighted the statistic indications of the HPERM system's growth. She went on to explain her proposed updates to Goal #4 and provided an overview. She described what Information governance was and why it matters to the City. She listed departments remaining to implement the HPERM system: Finance, Human Resources and Economic Development.

Ms. Riggs discussed a modified Capstone approach to managing the City's email and the goal of implementing City-wide.

Commissioner O'Donnell wanted to make sure the systems were able to work together.

Commissioner Ide asked about improvements to WebDrawer, the public portal to the online records currently available.

There was consensus to pursue Information Governance and updates to Goal #4.

7. Community Services Department - Phil Lewis, Community Services Director

Phil Lewis, Community Services Director, summarized the departments' accomplishments over the past year and the department philosophy and its programs.

7a. Address Deferred Maintenance Issues for City Facilities in the Community Services Department (Goal 2)

Mr. Lewis explained the continued need for funding deferred maintenance for Community Services, showed recent photos of issues and describe some in detail. Some of the issues Mr. Lewis described involved drainage systems, trail maintenance, and replacing playground features that had outlived their lifecycle. He asked the Commission to continue to fund the maintenance projects and the

Commission agreed this was a high priority.

7b.**Parks Maintenance Facilities (Goal 2)**

Mr. Lewis explained the parks maintenance facility is currently red-tagged and can not be used unless it is updated. In the meantime there is a modular onsite the crew is working in, that is not ideal, but manageable at this time. He is looking for affirmation to invest \$500,000 in building a new parks maintenance facility.

Mayor Holladay explained that it was a terrible thing to have a red-tagged building on the City's inventory.

Commissioner Mengelberg asked for more details on the existing facility.

Commissioner Ide talked about logistics of utilizing some sort of a shared or co-location with the Public Works facilities.

Commissioner Shaw thought that the City should try to support parks more this year.

Commissioner O'Donnell thought the price tag on the new building was too high.

Commissioner Mengelberg thought that they should fund the parks department as much as reasonably possible to make parks safe.

Wyatt Parno explained that certain revenue sources are legally earmarked for certain types of expenditures, but it wasn't impossible to try to find more funding sources to dedicate towards critical parks needs.

Commissioner O'Donnell repeated that the cost was too high and he wanted more information regarding the expenses.

Mayor Holladay agreed that it was a high price, but it did cost more for Government entities to execute construction contracts. He was against implementing a Parks utility fee.

Commissioner Mengelberg supported a fee.

Commissioner Shaw thought the community needed to be involved in the process before there was any actions for fees. He also asked about the possible formation of a parks district.

Mr Lewis offered to look into more options for alternative revenue sources and bring back more information regarding the parks facilities building.

7c.**Waterfront Master Plan (Goal 3)**

Mr. Lewis asked if the Commission could support revisiting the Waterfront Master Plan. The price would be around \$50,000.

Mayor Holladay though if they were going to invest in a master plan they needed to commit to taking action. He also thought the goal needed to be refined to just Clackamette Park not the whole surrounding area.

Consensus was achieved that Mr. Lewis and Mr. Konkol would draft language to refine the goal, but was agreement by all Commissioners to revisit a portion of the Waterfront Master Plan.

7d. Ermatinger House Potential Options for Operations (Goal 4)

Mr. Lewis presented the current status of the Ermatinger House restoration and continued search for programming or opening of the facility. He explained there were limited funds dedicated to the finishing of the project and no dedicated funding for the programming/running/maintaining the House for the future.

Commissioner Shaw wanted to know how long it would be vacant.

There was consensus to support the current goal of potential options for operation of the Ermatinger House and what that would encompass.

Mr Lewis discussed additional Community Services priorities and challenge with increasing the inventory of parks and continuing to provide great service and programming.

Laura Terway, Community Development Director explained section 106 process and challenges with the Buena Vista House.

Mayor Holladay was concerned it was becoming a high risk property and potentially dangerous.

Commissioner Mengelberg reminded the Commission how important the building was.

Mayor Holladay reminded everyone it may be past the point of repair.

8. Police Department - Jim Band, Police Chief

Chief Band mentioned the SRO at the school, and mental health challenges as they impacted community policing. Officers were trained in the use of opioid overdose resuscitation

Mayor Holladay called a recess at 8:56 p.m., to reconvene Saturday morning at 8:30 a.m.

Mayor Holladay reconvened the meeting at 8:30 a.m., Saturday, January 21, 2017.

Chief Band resumed his presentation with an overview of the Police Department service philosophy.

He gave a report on the statistics over the past year to include calls for service, traffic collision responses, child abuse, arrests, and death and homicide investigations.

Commissioner Shaw said that his daughter had been in an automobile accident and thought it was important for the police to respond to all accidents.

Chief Band described the Blue Ribbon Task Force and the staffing goals compared to the population.

National Night Out was a very successful event, First City Watch (firstcitywatch.com) was a great resource to highlight positive police activities.

8a. Implement Funding Strategy for Construction of New Police and Court Facility (Goal 2)

Chief Band discussed the CSAF Fee and Bond plan formulation as well as the extensive community outreach conducted. He thought that voters needed a clearer message on the ballot in May of 2017. We asked the Commissioner to provide feedback on whether they should wait to go back to the ballot or try another approach.

Commissioner Mengelberg requested an explanation on the differences between a General Obligation Bond and a Revenue Bond.

Chief Band explained the benefits and the citizen input received.

Commissioner O'Donnell thought that clearer language was important.

Mayor Holladay said that the language needed to be clear and he agreed it should come back on the May 2017 ballot.

Commissioner Mengelberg asked if they had received any feedback on the other details of the project or was the November 2016 ballot unsuccessful simply because of the unclear language.

There was consensus to bring the CSAF facility back in the May 2017 election.

8b. Houseless Community Members and Homeless Liaison Officer (Goal 3)

Homeless people have been impacting the work load of both the police and code enforcement officers.

Chief Band explained that homelessness was a complicated issue and there were many reasons for homelessness.

Commissioner O'Donnell asked about traffic reports from ODOT or working on identifying patterns of "bad" intersections prone to accidents. He also wanted to know more about the homeless camp cleanups.

Chief Band said that responding to homelessness had a huge impact on the police force and it was difficult to address the array of issues for each individual. The City also did not have the tools needed to properly resolve the situation.

Commissioner O'Donnell questions the merits of a dedicated homeless liaison police officer versus getting training for all police to respond to these calls.

A Goal of the Police department was for 100% of the force to have Crisis Intervention Training (CIT).

Commissioner Ide thought that having a dedicated officer would be a great resource and offer a value back to the community.

Commissioner O'Donnell thought it was important for all cops to be cross-trained and have all the skills needed to do the job rather than being specialized.

Commissioner Mengelberg thought hiring a special liaison was a good plan to free up the force to do law enforcement for the community rather than having to spend a

disproportionate amount of time on homelessness issues.

Commissioner Shaw supported the idea also.

Mayor Holladay thought that it should be left to the police to manage their officers and he trusted that the Chief would do so responsibly.

Commissioner Ide went over the events that had been transpiring with the advent of the homeless solutions coalition.

Commissioner Shaw described the formation and structure of the group. He also discussed the high likelihood of the Father's Heart Street Ministry continuing to thrive despite the passing of Teri Gant.

Communication Styles Icebreaker, Part 2 - Facilitator, Rhonda Hilyer

Due to time constraints this item was skipped.

12. Library Department - Maureen Cole, Library Director

Maureen Cole, Library Director, gave an overview of the Library Department's achievements over the past year including the completion of the new Library facility. They have also added additional programs and skilled library program managers. She explained the Library philosophy and the focus on inclusiveness and community service. They were looking at installing an RFID (Radio Frequency Identification) self checkout system and a satellite book drop location on the other side of town.

Commissioner Mengelberg asked about the usage of the community and craft rooms.

13. Economic Development Department - Eric Underwood, Economic Development Manager

Mayor Holladay thought that Goal number one needed to be changed.

Eric Underwood, Economic Development Manager summarized the accomplishments and highlights of 2016. Partners were Clackamas Community College, Downtown Oregon City Association (DOCA), Oregon City Chamber of Commerce, and the Economic Affairs Committee. They have also established a partnership with the County to reach out to businesses. Beaver Creek Infrastructure design was underway, downtown infill projects were in contract negotiations and economic incentive programs had been established and utilized to increase business growth and create additional jobs.

A new staff person had been hired to manage grants, and social media.

Mr. Underwood described the Economic Development philosophy.

13a. The Cove Project and Former Land Fill Property (Goal 1)

Phase I of the Project was underway. Phase II was stalled due to unforeseen changes.

Commissioner Shaw asked about Phase I delays and an update on the schedule.

John Lewis, Public Works Director explained that DEQ needed other permits.

Commissioner Mengelberg was concerned about issues regarding the floodplain.

Mr. Underwood went on to discuss the former landfill site. He had been working with various developers to try to find a good fit.

Commissioner O'Donnell asked if the City could be more proactive with seeking developers to come build.

Mr. Underwood explained what he had been doing to attract developers.

13b. Tourism Plan (Goal 1)

Mr. Underwood ensured that with the new Economic Development Coordinator on staff, an RFP is currently being drafted in order for the consultant to begin the process of this plan. Mr. Underwood states that citizen involvement will be a substantial piece of this project.

Mr. Underwood states that seeking achievable objectives for three to five years is the most affective way to execute this project.

Mr. Underwood believes that this project will dictate how tourism is going to be managed and operated, where it is going to be housed, and how it will be implemented throughout the City.

Commissioner Mengelberg wanted to change the language to "establish and implement." Staff would help craft the language of the milestones under each priority and bring them forward for Commission approval.

13c. Railroad Quiet Zone (Goal 1)

Mr. Underwood updated the plan to proactively prepare a plan for the railroad quiet zone to be prepared for future residential development downtown.

13d. Beaver Creek Employment Area (Goal 1)

Mr. Underwood said that the project was in the infrastructure design phase. The estimate for construction was about 1 million dollars. Partners were Clackamas Community College and the Chamber of Commerce.

Commissioner Shaw wanted to know how the infrastructure was going to impact the transportation planning.

Laura Terway, Community Development Director, said that the concept plan was in place to address future traffic concerns and potential modifications.

A Work Session was requested to address the issues in light of the concept plan.

13e. City-wide Economic Development Plan (Goal 1)

Mr. Underwood gave background on the plan and where it was going. The plan would guide the City's economic development.

Commissioner Ide wanted to know if the City was going to be ready to accommodate the predictions for population as part of the Metro 2014 plan.

Mayor Holladay saw a great benefit to making sure the City pursuing industrial

development in the appropriate areas not just residential development.

Commissioner Mengelberg wanted to change the language to “establish and implement”

There was consensus to update the verb in goal no. 1 from “maintain” to “cultivate”

Commissioner Mengelberg thought the WFLP should be included.

Commissioner O'Donnell wanted to make sure the City was looking at living wage jobs.

Mayor Holladay wanted to ensure they were supporting existing businesses.

Mr. Underwood explained the efforts the City was making to support and incentivize growth of existing businesses.

14. Public Works Department - John Lewis, Public Works Director

John Lewis, Public Works Director gave an overview of the accomplishments of the Public Works Department and staff. He discussed the ongoing infrastructure needs and long range planning challenges facing the City. He discussed his desire to make development processes more efficient for staff and developers.

The Metro Regional Flexible Fund application is looking positive, which would mean the City would get 3.8 million to make improvements on Molalla Ave.

14a. Complete the Public Work Operations Center (Goal 2)

Mr. Lewis discussed the most recent proposed site plan and the existing site challenges and the timeline of the project. This upcoming year, there would be a focus on public and neighborhood outreach, the land use approval process, completing the detailed site design, and break ground in 2018.

The proposed facility would accommodate a 50 year period of City growth. The Project was split into 3 phases of construction.

Commissioner Mengelberg asked for clarification between Operations facility needs and Engineering needs.

The Commission agreed to continue moving forward on this project.

14b. Complete Construction of the Final Sanitary Sewer Moratorium Project - Hazelwood (Goal 3)

Mr. Lewis discussed the encroachment issues in the neighborhood including specific issues regarding a pipeline. He also explained the plans for moving forward with the final Sanitary Sewer Moratorium Project.

14c. Complete and Adopt the Stormwater Master Plan (Goal 3)

Mr. Lewis described the current status of the plan and what expected outcomes would be. One outcome would include the adoption of a new Capital Parks Master Plan, which will result in a recommendation for how that plan will be funded.

14d. Water Capital Needs - Deferred Water Infrastructure (Goal 5)

Mr. Lewis said that the aged waterline infrastructure was in need of attention as soon as possible, and he thought it was important to secure a funding source to make the repairs by 2018.

Commissioner Mengelberg asked if there were issues with lead.

Mr. Lewis said there were not.

Mayor Holladay though federal funding would be imminent for these sorts of repairs.

Commissioner Mengelberg recommended using open, sustainable, natural systems instead of using pipes whenever possible for stormwater.

Mr. Lewis agreed.

Mayor Holladay recognized that the Oregon City Public Works Operations department was doing a great job, especially during the winter storm events.

15. Community Development Department - Laura Terway, Community Development Director

Laura Terway, Community Development Director gave an overview of the Building and Planning Department projects, accomplishments and challenges from 2016. The department had obtained a combine total of \$1,235,000 in grants and support for project and programs. She reported on department statistics over time, the City was undergoing a lot of growth and development. The department philosophy was to be a collaboration with all the City stakeholders.

15a. Identify Affordable Housing Options (Goal 3)

Ms. Terway explained what equitable housing meant, and that there was a \$100,000 grant available to increase options for alternative housing, such as allowing auxiliary dwelling units.

The Commission had consensus to move forward with the pursuing the grant.

15b. Beavercreek Road Concept Plan (Goal 4)

Ms. Terway reported that they were applying for several grants to assist with plan implementation including updated zoning, and adequate infrastructure.

Mayor Holladay asked about the possibilities of an appeal of the current LUBA (Land Use Board of Appeals) ruling.

There was consensus from the Commission to continue to have this as a priority under Goal 4 and continue to move forward with what it takes to have the plan in place after all appeals.

15c. Willamette Falls Legacy Project (Goal 1)

Ms. Terway reported that the Riverwalk design would be approved soon. Phase I construction would begin after attaining all the necessary permits. They were continuing to work with the property owner to seek opportunities for private development.

Mayor Holladay asked what the approval process would look like and if the Riverwalk

would need to be approved by the Planning Commission.

Ms. Terway said it would.

Commissioner Shaw wanted to know where the remaining funds needs would come from.

There was consensus to add additional language to the goal to include parking concept strategies for the Riverwalk.

Commissioner Ide wanted clarification on the Riverwalk Easement.

15d. Relocate City Hall and Community Development (Goal 2)

Ms. Terway was proposing to relocate to the Mt. Pleasant Annex and thought a work session would be appropriate to discuss new location options.

Commissioner Ide wanted to know how much it would cost to renovate the building.

Mayor Holladay asked if the Engineering department would fit there.

Mr. Lewis said that was not a proposed idea and it would not.

Commissioner O'Donnell asked about the length of time the annex would meet the department's needs.

Chief Band explained the benefits to making improvements at the annex in the long run.

Mr. Konkol explained further why staff wanted to renovate the building.

Mr. Parno also explained that the return on investment was good but agreed they needed to look closer at the construction costs.

16. City Manager's Office - Tony Konkol, City Manager

16a. Develop Community Engagement Plan (Goal 4)

Commissioner O'Donnell asked about City posting on Facebook.

Commissioner Shaw asked if this was a full time position.

Commissioner O'Donnell asked why this was needed.

Mayor Holladay explained that the City was in critical need of a full time Communications position.

Commissioner O'Donnell thought the City needed to take advantage of social media.

Chief Band explained that it was difficult to do community outreach on top of everything else and there was a real need for a full time person.

There was consensus among the Commission to move forward with this position.

17. Additional Items - Prioritization

17a. New Additional Priorities and Discussion Items

- Streamlining permitting process
- Explore small increase of city tax rate
- Consider new revenue source (ideas: add a parks maintenance fee)
- Plan for PERS additional cost
- Evaluate departments for “right sizing,” discuss staffing issues, and adequate funding
- Prepare for population growth (infrastructure, services, jobs, etc.)
- Discuss Tri-City Governance
- Charter amendments - housekeeping items
- Commission appointments to various boards and committees
- Explore the “Citizen Comment” feature within the Granicus system

Mayor Holladay said he wants to meet to go over the permitting process with key-stakeholders.

Mr. Underwood said that some of the concerns would be addressed in the economic development strategy.

Commissioner Mengelberg wanted to make sure not to undermine the work had already been done.

Mayor Holladay said that the City needed to figure out how to mitigate the Urban Renewal Ballot Measure.

Mr. Parno explained the current tax rate situation.

Commissioner Mengelberg discussed other factors currently happening at the legislature.

Mayor Holladay said it was crucial to preserve an Economic Development Program.

Commissioner Mengelberg asked what other funding sources were viable.

Mr. Parno listed the various possible revenue options and what some of those numbers would look like.

Mr. Parno went on to answer questions about PERS and potential strategies.

Mayor Holladay thought the Charter Housekeeping should be tabled and there was consensus.

The Commission appointments were discussed and assigned.

Ms. Riggs explained that the Granicus Citizen Comment feature would be explored, but not added to the goals.

Mr. Konkol relayed the intent of the letters received from the Natural Resources Committee and the Downtown Oregon City Association.

The NRC wanted the City's Wetlands and Stream Inventory needed to be updated.

18. Public Comments and Final Comments

Jim Nicita, Oregon City resident, thanked the Commission for holding the retreat within the City Limits.

He wanted to address the Buena Vista House and the question of its structural integrity and the desire of the neighborhood to preserve it. He spoke on behalf of the McLoughlin Neighborhood Association and requested movement by City Staff to preserve the clubhouse.

Doug Neeley, Oregon City resident, wanted to talk about JPAC and its importance to the City. He said Washington County Mayors had been powerful.

19. Finalize Goals and Priorities

20. Adjournment

Mayor Holladay adjourned the meeting at 2: 54 p.m.

Respectfully Submitted,

Kattie Riggs, City Recorder

ERP Contract

for software, training and implementation services

What is an ERP system?

- enterprise resource planning (ERP)
- a system of integrated applications
- business process management software

Current ERP System – Eden

Department	Function
Finance	vendor payments, budgeting, financial reporting
Payroll / Human Resources	payroll processing, applicant tracking, open enrollment
Utility Customer Service	service orders, meter reading, utility bills
Building, Planning and Engineering	inspections, permits, land management

- installed at the City on a DOS platform in the 1980's
- upgraded to a Windows platform in 2002

2017 – 2019 Commission Goals & Priorities

- Goal 5 – Maintain Fiscal Health & Long Term Stability
 - Priority – Permitting and Enterprise Resource Planning System Upgrades
 - Milestone – Replace existing permitting system
 - Milestone – Assess replacement options for remaining financial management systems

Timeline

- January 2015 Planning, Building and Engineering initiated project
- June 2015 included in FY 2015 – 2017 approved budget
- January 2016 remaining departments joined project
- July 13, 2016 issued an RFP for an ERP system to replace Eden
- January 2017 City Commission Goal Setting
- June 30, 2017 included in FY 2017 – 2019 adopted budget
- July 19, 2017 request to award contract to Tyler

Tyler's Incode / Energov

- City of Lake Oswego (2012)
- City of West Linn (2015)
- City of Gladstone (2017)
- City of Milwaukie (2017)

Contract Costs

	<u>FY 2015 – 2017</u>	<u>FY 2017 – 2019</u>
Building, Planning, Engineering	\$ 217,500	\$ 168,999
Finance		\$ 96,634
Payroll / Human Resources		\$ 53,677
Utility Billing		\$ 51,102
Other		<u>\$ 12,148</u>
TOTAL software, training and services		\$ 382,560
	<u>OLD system</u>	<u>NEW system</u>
TOTAL annual maintenance	\$ 119,196	\$ 102,312

Additional Project Costs

- Travel costs
- Employee back-fill
- Classroom training equipment / facility
- Additional IT infrastructure
- Additional Tyler products / services

Included in 2017 – 2019 budget

Tyler's Incode / Energov

- Automation of various functions that are currently reliant on manual processing, which include the budgeting, project accounting, fixed asset capitalization, and purchasing functions
- Mobile applications for completion of inspections in the field
- Citizen portal for management of accounts and payments
- Employee self-service portal for timekeeping and benefit tracking
- Integration between the cash receipting function and the various billing functions of the City which will eliminate redundancy
- Integrated GIS functionality
- Paperless processing across several functions

Implementation Calendar

	Finance	Payroll / HR	Utility Billing	Permit / Land Management
Sep-17				
Oct-17				
Nov-17	Implementing			
Dec-17	Implementing			
Jan-18	Implementing			
Feb-18	Implementing			
Mar-18	Implementing			
Apr-18	Implementing			
May-18	Implementing			Implementing
Jun-18	Implementing			Implementing
Jul-18	Go-Live – July 1			Implementing
Aug-18		Implementing		Implementing
Sep-18		Implementing		Implementing
Oct-18		Implementing		Implementing
Nov-18		Implementing	Implementing	Implementing
Dec-18		Implementing	Implementing	Implementing
Jan-19		Go-Live – Jan 1	Implementing	Implementing
Feb-19			Implementing	Implementing
Mar-19			Implementing	Implementing
Apr-19			Implementing	Go-Live – April 1
May-19			Implementing	
Jun-19			Implementing	
Jul-19			Go-Live – July 1	

Questions?



OREGON CITY POLICE DEPARTMENT'S HOMELESS LIAISON OFFICER

OFFICER MIKE DAY

HLO - HISTORY



HLO - HISTORY

- Homelessness is a critical issue impacting multiple sectors of our community.
- The Police Department, Code Enforcement, and the Parks Department were receiving a large number of complaints from citizens and business owners regarding homeless individuals committing crimes – specifically crimes against public order
- Because of this, the Oregon City Police Department assigned a sworn officer as a Homeless Liaison Officer (HLO). Officer Mike Day was selected as our department's first HLO and started on July 1, 2017.

HLO - MISSION

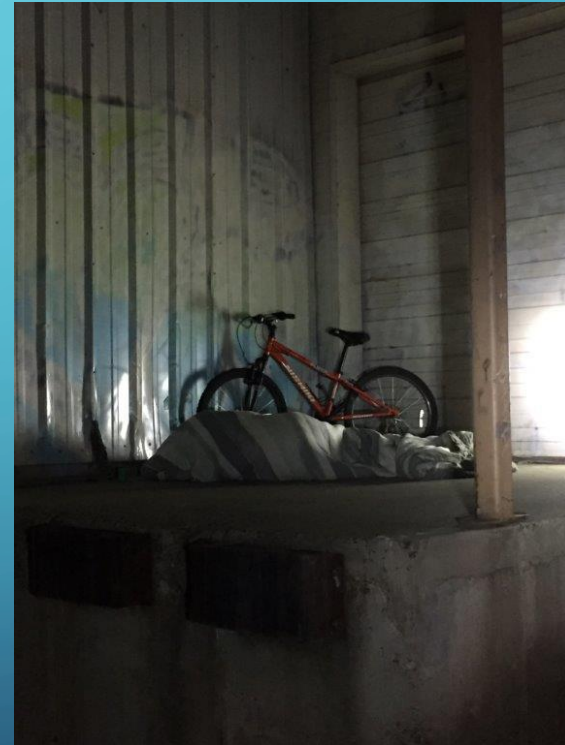


HLO - MISSION

The mission of the HLO is to engage stakeholders in a community-based process that works to:

- End homelessness for all individuals and families throughout Oregon City
- Address the underlying causes of homelessness
- Lessen the negative impact of homelessness on individuals, families and the community

HLO - STAKEHOLDERS



HLO - STAKEHOLDERS

- The HLO will work with Oregon City residents, homeowners, and business owners to help address livability issues.
- The HLO will work with the community using community resources and partners to provide outreach with homeless individuals and homeless families throughout Oregon City.

HLO - APPROACH



HLO - APPROACH

- The HLO is designed to be the initial point of contact with chronic homeless individuals living on the streets and members of our community. The HLO seeks out and engages chronically homeless persons and, for those who are willing, attempts to provide them with resources and to help find them housing linked with appropriate services
- The HLO will work to assess the homeless person's problems, and identify how to help them from a range of solutions. Whether their homelessness has been caused by loss of income, psychological problems, substance abuse, lack of job training, or other problems, multiple options can be available to assist each person. This approach not only provides short-term answers but also develops permanent solutions.

HLO - OUTREACH



HLO – FUTURE/INNOVATION



HLO

- Questions?
- <https://www.orcity.org/police/homeless-liaison-officer>
- Contact: Officer Mike Day mday@orcitey.org

2018 Regional Transportation Plan (RTP) Update

July 19, 2017

City Commission Meeting

Getting there



2018 RTP

2018 Regional Transportation Plan

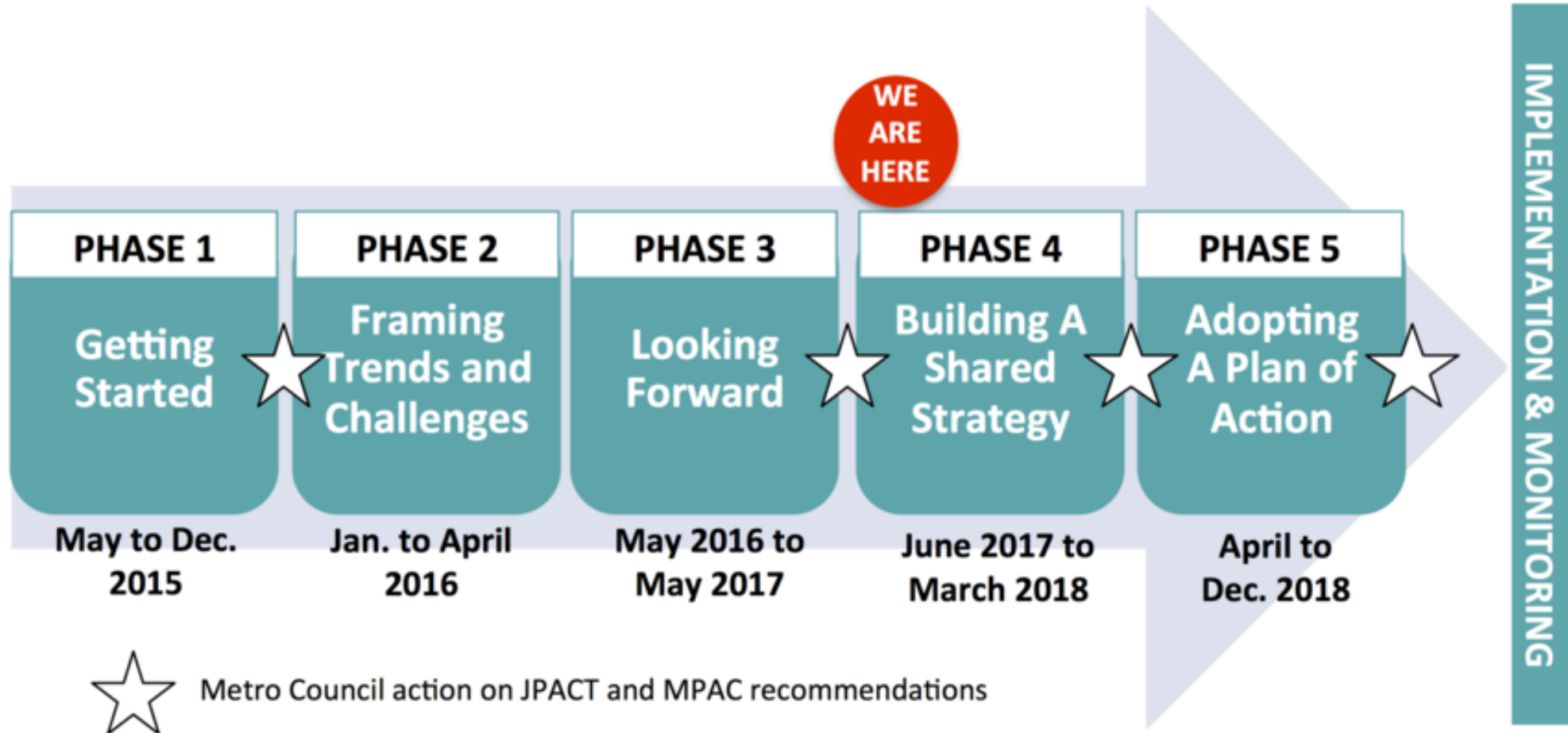
- Sets the course for moving the region safely, efficiently and affordably
- Cities participate to establish local priorities for federal, state and regional funding opportunities from 2018 – 2040
- Required to create a ‘Project List’ that is intended to illustrate the improvements in the operations of the region’s transportation system that ***could*** occur over the 20+ years of the plan
- There is ***no commitment of funding*** implied by the project list
- Metro is required to prepare the RTP at least every 4 years

Where We Are

Getting there



2018 RTP



RTP Transportation Vision



In 2040, everyone in the Portland metropolitan region will share in a prosperous, equitable economy and exceptional quality of life sustained by a safe, reliable, healthy, and affordable transportation system with travel options.

Revenue Forecast & Investment Strategy

- Local Revenue Forecasts
 - Capital Revenues are lower than in past RTP's across the metro area
 - Oregon City Forecast ~\$200 Million
 - Clackamas County & Cities Forecast ~\$1.4 Billion
- Investment Strategy
 - 2018-2027 Financially Constrained
 - 2028-2040 Financially Constrained
 - Strategic Priority Projects

Call for Projects

- What projects can be submitted?
 - Projects must help achieve regional vision, goals or policies for the transportation system
 - Projects must cost at least \$1M or be bundled with similar projects to meet the cost threshold
 - Projects must come from adopted plans or strategies developed through a planning process, that included appropriate requirement for public involvement
- Project submittals due to Metro no later than July 21, 2017

Oregon City Projects

- 34 Projects in Oregon City
 - 2018-2027 Financially Constrained (9 Projects)
 - 2028-2040 Financially Constrained (11 Projects)
 - Strategic Priority Projects (14 Projects)

Local Project Lists Compared to 2018 Metro RTP Project Funding Targets	Draft 2018-2027 FC Project List Cost	Draft 2028-2040 FC Project List Cost	Draft Strategic Project List Cost	Total Cost of 2014 RTP Projects Cost
Clackamas County Unincorporated	\$67,438,803	\$92,349,953	\$224,729,570	\$384,518,326
Gladstone	\$1,342,958	\$3,195,665	\$4,538,623	\$9,077,246
*Happy Valley	\$62,720,260	\$92,426,850	\$174,788,279	\$329,935,389
**Lake Oswego	\$14,415,000	\$37,640,000	\$79,000,000	\$131,055,000
Milwaukie	\$36,500,000	\$43,400,000	\$91,987,000	\$171,887,000
Oregon City	\$40,750,000	\$59,400,000	\$101,100,000	\$201,250,000
**Tualatin	\$309,071	\$763,811	\$1,072,882	\$2,145,764
West Linn	\$22,081,200	\$36,095,600	\$0	\$58,176,800
**Wilsonville	\$38,212,417	\$49,725,868	\$21,700,000	\$109,638,285
Total Cost of Proposed Projects	\$283,769,709	\$414,997,747	\$698,916,354	\$1,397,683,810
Target	\$284,000,000	\$415,000,000	\$699,000,000	\$1,398,000,000
Difference	\$230,291	\$2,253	\$83,646	\$316,190

2018 RTP Projects

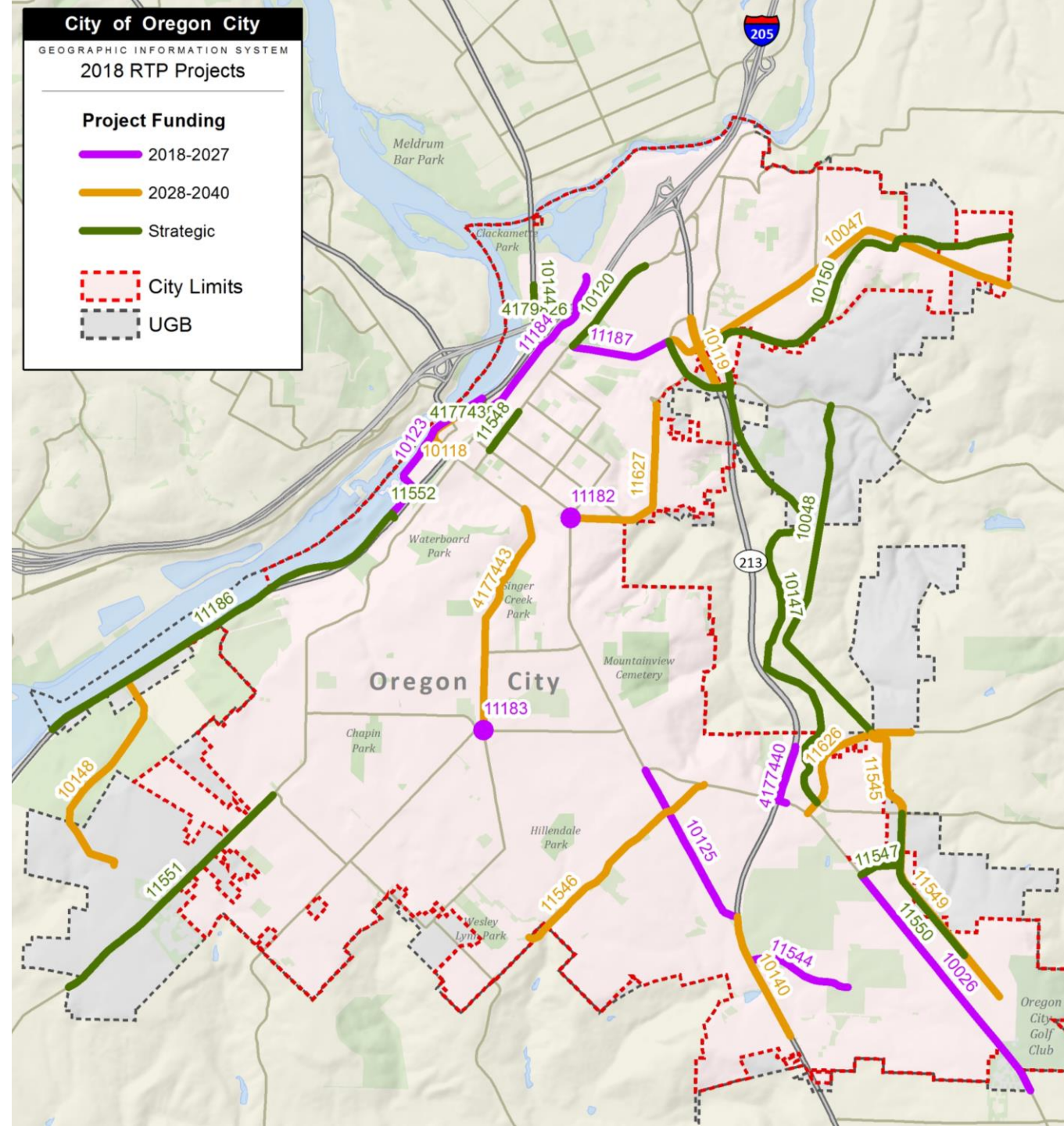
2018-2027

 2028-2040

Strategic

 City Limits

 UGB



2018 RTP

Key Milestones & Next Steps

- Coordination of all projects in Clackamas County will go through Clackamas County Coordinating Committee
 - C4 Metro – July 19, 2017
 - C4 – August 12, 2017 Retreat

<ul style="list-style-type: none"> • July 21 2017 • August 12, 2017 • January-April 2018 • February 2018 • June-August 2018 • December 2018 • Early 2019 	<p>Deadline for Call for Projects</p> <p>C4 Retreat</p> <p>Public input on draft project list</p> <p>Regional Leadership Forum #4</p> <p>RTP available for public review</p> <p>Metro Council action</p> <p>Submit the RTP for federal and state review</p>
---	---

Transportation Investment Package 2017

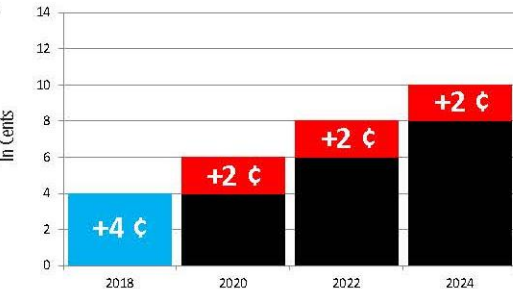
- HB 2017-10 approved
 - Last state transportation funding package was in 2009
 - Jobs & Transportation Act – Jughandle Project, Phase 1: \$22M project funding
- Highway Maintenance, Preservation & Seismic Funding
- Safe Routes to School Grants
 - \$10M/year, increasing to \$15M/year in 2022
 - 40% match required for construction (sidewalks, crosswalks, bike lanes, etc)
- Connect Oregon Grants
 - Bike & Pedestrian improvements along commuter routes
- Zero Emission & Electric Vehicle Rebates
 - Rebates for zero emission & electric vehicles
- Traffic Congestion Relief Program
 - Value Pricing & Tolling on I-205 & I-5 (Washington State to I-205/I-5 interchange)

Funding Investments

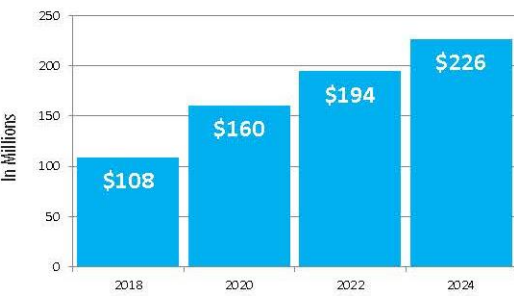
Vehicle Registration Fees, Title Fees, and Fuels Tax

Four increases stair-stepped over six years.

Last three increases conditioned on accountability.



Vehicle Registration Fees, Title Fees and Fuels Tax Annual New Revenue Estimate



State Highway Fund (ODOT Share)



1% of ODOT's share of State Highway Fund Revenue goes to Bike/Ped.

State Highway Fund (Local Government Share)



Counties



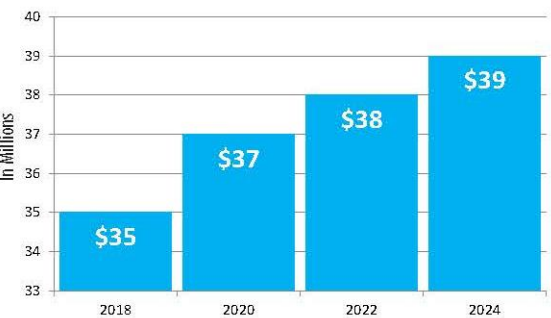
Cities

New Light Vehicle Dealer Privilege Tax



The privilege tax revenue is dedicated to **electric vehicle rebates** & **Connect Oregon**.

New Light Vehicle Dealer Privilege Tax Annual Revenue Estimate



Bicycle Excise Tax

\$15 fee

Only adult bicycles that cost \$200 or more with wheels 26 inches or larger. The bicycle excise tax is expected to generate an **annual average revenue of \$1.2 million**. Dedicated to bicycle and pedestrian projects in Connect Oregon.

Statewide Payroll Tax

1/10th of 1% of wages, deducted by employer from payment to employee.

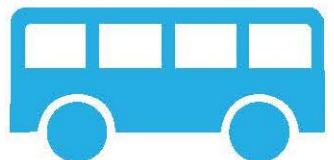


A worker earning minimum wage pays:

39 ¢
per week

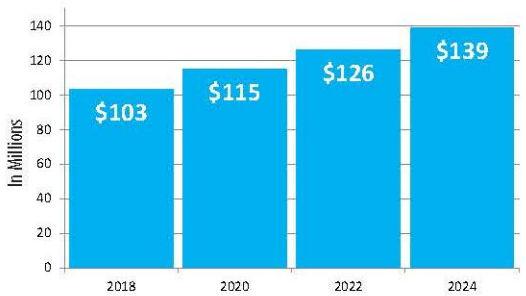
About **\$20.28**
per year

The payroll tax revenue is dedicated to



public transit

Statewide Payroll Tax Annual Revenue Estimate



Preliminary Revenue Estimates

JURISDICTION	2017-19	2019-21	2021-23	2023-25	2025-27	10-Year TOTAL
Metro-Area County						
Clackamas County Direct	\$ 9,090,900	\$17,350,600	\$21,593,800	\$ 25,747,600	\$ 27,222,300	\$ 101,005,200
Damascus allocation	\$ 231,700	\$ 437,700	\$ 543,500	\$ 647,100	\$ 683,900	\$ 2,543,800
Clackamas County TOTAL	\$ 9,322,600	\$17,788,300	\$22,137,300	\$ 26,394,700	\$ 27,906,200	\$ 103,549,000
Multnomah County	\$15,277,600	\$29,158,200	\$36,289,100	\$ 43,269,700	\$ 45,747,900	\$ 169,742,500
Washington County	\$10,972,500	\$20,941,800	\$26,063,200	\$ 31,076,800	\$ 32,856,600	\$ 121,910,900
Metro-Area Counties TOTAL	\$35,572,700	\$67,888,300	\$84,489,600	\$ 100,741,200	\$ 106,510,700	\$ 395,202,400
Clackamas Metro City						
Gladstone	\$ 254,300	\$ 480,300	\$ 596,400	\$ 710,100	\$ 750,500	\$ 2,791,600
Happy Valley	\$ 407,400	\$ 769,500	\$ 955,500	\$ 1,137,600	\$ 1,202,300	\$ 4,472,400
Johnson City	\$ 12,300	\$ 23,300	\$ 28,900	\$ 34,400	\$ 36,400	\$ 135,300
Lake Oswego	\$ 816,200	\$ 1,541,700	\$ 1,914,400	\$ 2,279,200	\$ 2,408,800	\$ 8,960,300
Milwaukie	\$ 447,300	\$ 844,900	\$ 1,049,100	\$ 1,249,100	\$ 1,320,100	\$ 4,910,500
Oregon City	\$ 746,700	\$ 1,410,500	\$ 1,751,500	\$ 2,085,300	\$ 2,203,800	\$ 8,197,700
West Linn	\$ 558,600	\$ 1,055,200	\$ 1,310,300	\$ 1,560,000	\$ 1,648,600	\$ 6,132,700
Wilsonville	\$ 517,800	\$ 978,000	\$ 1,214,400	\$ 1,445,800	\$ 1,528,000	\$ 5,683,800
Clackamas Metro Cities TOTAL	\$ 3,760,600	\$ 7,103,400	\$ 8,820,500	\$ 10,501,500	\$ 11,098,500	\$ 41,284,400

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 7/19/18

Item Number From Agenda _____

Report on Heritage Days

NAME:

Wendell Baskins

ADDRESS:

Street: 1315 Lafayette Ave

City, State, Zip: O.C. OR 97045

PHONE NUMBER:

503-655-0311

E-MAIL ADDRESS:

webaskins@gmail.com

SIGNATURE:

Wendell Baskins

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 7/19/17

Item Number From Agenda 4

NAME:

KENT ZIEGLER

ADDRESS:

Street: 2422 MARYWOOD CT.

City, State, Zip: WEST LINN, OR 97068

PHONE NUMBER:

503-701-9716

E-MAIL ADDRESS:

KNTZIG001@AOL.COM

SIGNATURE:

Kent H. Ziegler

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 7/19

Item Number From Agenda

NAME:

Joyce Gifford

ADDRESS:

Street: 1324 Beaver Ln.

City, State, Zip: OC 97045

PHONE NUMBER:

503 830 6932

E-MAIL ADDRESS:

Joyce@smallflags.com

SIGNATURE:

Joyce Gifford